#### **AGENDA**

# Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, July 15, 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 (Closed Session – Items on Agenda)

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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))

Public employment materials are available upon request from the Board of Trustees' Office

- Faculty Special Assignments
- Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty

- 5. Classified Staff
  - a. Registered Nurse Lead
  - b. Registered Nurse
  - c. Military/Contract Education Tech III
  - d. Workforce Specialist
- 6. Classified Temporary Assignments
- 7. Hourly Staff
- 8. Substitute Classified
- 9. Student Workers
- 10. Interim Administrator
- 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 Grievance)
Sleep v. Coast Community College District (CCCA-CTA/NEA Grievance)
Chambers v. Coast Community College District (CFCE Grievance)
Warwick v. Coast Community College District (CFE Grievance)
Jasser v. Coast Community College District (CFE Grievance)

- 1.04.04 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code section 54956.9)
  Significant exposure to litigation: Claim filed by Leon Kimball
- 1.04.05 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code section 54956.9)
  Significant exposure to litigation 1 Case
- 1.04.06 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code section 54956.9)
  Potential initiation of litigation 1 Case
- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Board President, Jim Moreno

- 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 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 Presidents
- 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
- 2.01.08 Shared Governance Report: Senate/College/District/Board Relationship and Process
- 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)
   & Community College League of California (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.	(
1	2.02.04	Opportunity for the Board to Review Policy 080-1-2, "Confidential Employees"	`
	2.02.05	Opportunity for the Board to Review the Orange Coast College Presidential 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	
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		General Items	
	3.03.01	Authorization for Special Projects - Coastline Community College	
		WebEOC Meeting and Training	
		Pandemic Influenza Preparedness Planning Course	
		Veterans to Veterans Forum: Coming Home	
		Family Holiday Party, Orientations, Workshops, Meetings, and Events	
		Instructional Technology Council Distance Learning Leadership Academy and Board Meeting	
		Instructional Managers' 2009 Workshop	
		Early College High School New Student Orientation Luncheon	
		Foundation Board of Directors' Annual Planning Meeting and President's Circle Reception	
		U.S. Census Bureau Town Hall Meeting	(

3.03.02 Authorization for Special Projects - Golden West College

GWC Volleyball Summer League, Co-Sponsored by GWC

Family Science Night

Academic Senate Meetings & Events

Golden West College Gala 2010

City of Huntington Beach Centennial Celebration "2009 Corporate Games"

Courtyard of Honor 2009

Chefs for Scholarships 2009

Foundation Meetings & Events

RHORC Use of GWC Human Patient Simulator Lab

RHORC Advisory and Subcommittee Meetings 2009-2010

RHORC Preceptor Instructor Course – 2 Day Program

Ballet Repertory Theater

Off Campus Assignment - Wes Bryan

3.03.03 Authorization for Special Projects - Orange Coast College

**OCC Honors Program Events** 

"Creating Scholars Speakers Series" Events

Honors Open House

Spring Recognition Ceremony and Reception

Spring 2010 Mini-Conference

Year-Long Fundraising Community Service Book Drive

College Transfer Day

Events and Meetings

Activities of the Tech Prep Consortia

Activities of the Tech Prep Regional Coordination Project

Events/Meetings/Projects

Activities of the Work-Based Collaborative

UCI Internship Program Meeting and Events Activities of the Career Development Collaborative

Transfer Events

CWI (California Welding Inspection) Seminars

Banff Radical Reels Film Festival

Friends of the Library Book Sale

Orange County Children's Book Festival

Financial Aid Awareness Days

Financial Aid Staff Professional Development and Training

California Community College Student Financial Aid Administrators Region 7&8 Meeting

Student Government Training Meetings

Student Services Fairs

**Transition Ceremony** 

Meetings and Events

Constitution Day Events

Region 8 Meetings for the Student Senate of the California Community Colleges

Student Senate Elections

Promotional Items

Co-sponsorship of district feeder high school soccer, swimming, water polo, baseball, and track events on the OCC campus

OCC Cheer & Dance "Goodbye Show" performances in the OCC gym

Co-sponsorship of United States Tennis Association (USTA) tournaments on the OCC tennis courts

The OCC Men's and Women's Cross Country teams, PE A109 (#11062) and PE A129 (#10071), will be participating in a Cross Country Running Camp

Vanguard University to hold track & field workouts on the OCC track

American Red Cross Community CPR Certification classes

Various Athletic Team Banquets and Events

Events at Other Colleges and Sites
Coaches Meetings and Conferences On/Off Campus

Coaches Meetings, Division Meetings, and Press Conferences.

Appreciation Luncheon

Athletic Hall of Fame Induction Ceremony and Reception

Learn-To-Row Fundraiser for OCC Women's Crew

Variety of Meetings

Visiting Scholar Event

Faculty Academy/Tenure Track Workshops

Orientation

Meetings and Events

World Languages Department Conference

Focus Day

National Intercollegiate Soccer Officials Association (NISOA) Meeting

Meetings and Events

Pateadores Soccer Camp

3.03.04 Authorization for Special Projects - District

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

- 3.03.05 Authorization to Apply for Funded Programs (None)
- 3.03.06 Authorization for Disposal of Surplus
- 3.03.07 Authorization to Enter Standard Telecourse Agreements Coastline Community College
- 3.03.08 Approval of Clinical Contracts Golden West College
- 3.03.09 Approval of Clinical Contracts Orange Coast College
- 3.03.10 Authorization for Purchase of Institutional Memberships Coastline Community College
- 3.03.11 Authorization for Purchase of Institutional Memberships Golden West College

3.03.12 Authorization for Purchase of Institutional Memberships – Orange Coast College				
3.03.13 Authorization for Purchase of Institutional Memberships – District				
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 Changes in Assignments, Academic Staff				
3.04.03 Authorization for Contract Amendments Based Upon Horizontal Salary Moves				
3.04.04 Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff				
3.04.05 Authorization for Changes in Salary Schedules				
3.04.06 Authorization for Schedule Changes, Classified Staff				
3.04.07 Authorization for Professional Experts				
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 Off-Campus Assignment – Orange Coast College				
3.05.05 Authorization for Professional Development Program				
3.06 Financial Approvals				
3.06.01 Approval of Purchase Orders				
3.06.02 Ratification/Approval of Checks				
3.06.03 Check List for General Obligation Bond Fund				
3.06.04 Authorization for Special Payments – Orange Coast College				
3.06.05 Authorization for Special Payments – District				

- 3.06.06 Approval of Contractors Pursuant to District Standard Annual Agreement for Contractor Services for FY 2009-2010
- 4.00 Action Items
  - 4.01 Approval of Agreements Coastline Community College
  - 4.01.01 Approve Agreement between Career Academy.com, Inc. and the Coast Community College District to Offer Computer On-Line Training Programs to Members of the United States Armed Forces
  - 4.01.02 Approve Agreement between Los Angeles Division of Time Warner Cable and the Coast Community College District to Provide Customer with a Dedicated Circuit Connection
  - 4.01.03 Approve Agreement between Chevron Products Company and the Coast Community College District for the Design, Development and Hosting of Six Online Courses and Four Corporate Training Courses/Workshops
  - 4.01.04 Approve Agreement between Neo Networking, Inc. and the Coast Community College District to Provide Customer with Diagnostic, Remedial and Maintenance Services of the Client's Computer Network
  - 4.01.05 Approve Second Amendment to Real Property Purchase and Sale Agreement and Joint Escrow Instructions between Monrovia, LLC and the Coast Community College District for the Purpose of a Higher Education Learning Center
  - 4.01.06 Approve First Amendment to Real Property Purchase and Sale Agreement and Joint Escrow Instructions between Monrovia, LLC and the Coast Community College District for the Purpose of a Higher Education Learning Center
  - 4.01.07 Approve Agreement between Dallas TeleLearning and the Coast Community College District for the Development and Hosting of "For the Love of Wisdom" Telecourse Training Courses
  - 4.02 Approval of Agreements Golden West College
  - 4.02.01 Approve Agreement with Renaissance Agencies, Inc. to Renew Blue Cross International Student Health Insurance Policy
  - 4.02.02 Approve a Standard Agreement with El Viento Foundation to Create Educational Pathways for Students to Attend College
  - 4.02.03 Approve Agreement with Orange County Probation Department for Production of Interactive Training DVD
  - 4.03 Approval of Agreements Orange Coast College
  - 4.03.01 Approve Agreement between Time Warner Cable and the Coast Community College District for the purpose of utilizing a dedicated circuit connection between the Orange Coast College data network and Time Warner Cable
  - 4.03.02 Approve A Short-Term Program in Rome, Italy During Summer, 2010

- 4.03.03 Approve an Agreement between the Community College Library Consortium and the Coast Community College District for Renewal of OCC Library electronic databases
- 4.04 Approval of Agreements District
- 4.04.01 Authorization to Enter into Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District
- 4.04.02 Authorization to Enter Into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.
- 4.04.03 Approval of Agreement between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore
- 4.04.04 Approval by the Board of Trustees for a Motion Presented by the Orange County Department of Education
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Authorization to File Notice of Completion
- 4.06 General Items of Business Coastline Community College
- 4.06.01 Approval of Change in Signatories for Coastline Community College Union Bank Accounts
- 4.07 General Items of Business District
- 4.07.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College
- 4.07.02 Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2010
- 4.07.03 Authorization to Rent Short-Term Facilities for Classroom Purposes (Coastline Community College, Golden West College, and Orange Coast College)
- 4.07.04 Approval of Change in Signatories for District Union Bank Accounts
- 4.08 Policy Implementation
- 4.08.01 Adoption of Board of Trustees Policy 040-11-2 "Identity Theft Prevention"
- 4.09 Resolutions
- 4.09.01 Coast Community College District Board of Trustees Resolution # 09-34 Identity Theft Prevention Policy and Resolution for the Coast Community College District
- 4.09.02 Coast Community College District Board of Trustees Resolution # 09-35 Adoption of Resolution Establishing Appropriation Limit, Gann Initiative for 2009-2010

4.10

Approval of Minutes Special Meeting of: June 3, 2009 Special Meeting of: June 10, 2009 Regular Meeting of: June 17, 2009

4.11 Personnel Action Item

Approval of Employment Agreement for Valerie Hayward, Interim Dean of Math & Science 4.11.01

(OCC)

5.00 Public Comment (Items not on the Agenda)

6.00 Adjournment

#### 1.00 Procedural Matters

Meeting:

07/15/2009 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information Public Access: Yes

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#### 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)

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Significant exposure to litigation: Claim filed by Leon Kimball

## 1.04.05 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)

Significant exposure to litigation - 1 Case

- 1.04.06 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code Section 54956.9)

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1.09 Acceptance of Retirements

Meeting:

07/15/2009 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information

Public Access: Yes

#### 1.09 Acceptance of Retirements

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

#### Faculty

Phan, Dat Huy, OCC, Counselor, retirement effective 07/01/09.

Dat Pham, a professor of counseling services since 1985, is retiring after 34 years at Orange Coast College. He was nominated for OCC Faculty Member of the Year in 2007 for his commitment for serving students. "His passion for education inspires students to learn and reach their potential" said Julie Tran, an EOPS Staff Aide who nominated Dat for the award. "He is always patient and kind, which creates a comfortable atmosphere for all students and staff." Dat earned Bachelor's degrees in Art and Education at the University of Saigon. He completed his Master of Arts degree at San Diego State University, and Juris Doctor at Western State University.

Robinson, Stephen J., OCC, Instructor, Visual and Performing Arts, retirement effective 07/03/09.

Stephen Robinson is retiring after teaching fine arts and industrial arts classes at Orange Coast College for the past 38 years. Steve began his relationship with the college in 1965 as a student following graduation from Costa Mesa High School. He left school to serve in Vietnam as a medic for the U.S. Army. Following military service, Steve completed his Bachelor of Arts and Master of Arts at Cal State Long Beach. He also took classes at UC Irvine, Chapman University, UC Santa Cruz, Palomar College and Saddleback College. For a short while Steve taught a leadership class and served as an advisor to the Associated Students of Orange Coast College. Early in his career at Coast, Steve taught in the college's Industrial Arts Department teaching architectural drafting, building codes and law, and woodworking. During the past 14 years, he specialized in sculpture with the Visual and Performing Arts Division. He was inducted into the National Teachers Hall of Fame in 1975. During retirement, Steve plans to enjoy creating artwork and designing furniture. He also enjoys the outdoors and big game hunting, and has some hunting trips planned to pursue wild boar and bear in Northern and Central California, and elk in Yukon and British Columbia.

#### Classified

Burton, Kathleen, OCC, Staff Assistant Senior, retirement effective 08/31/09.

Kathleen started her career in education in 1969, and has worked in the District for 28 years. She was at Coastline for 21 years, for 7 years as an Area Facilitator and 13 years as the Staff Development Coordinator. In 2002 she transferred to Orange Coast College, where she took on the responsibilities of the ASOCC College Life program. As the coordinator of the College Life she has advised the students beautifully, and provided leadership for so many activities, including Angel Tree, Coast Days, Club Rush, Open Mic Nights, Awareness Days, and Blood Drives. Under her leadership, the American Red Cross has recognized OCC every year for the high number of units donated, and the number of clubs and students involved has multiplied. She is planning to spend several months on a road trip to Tennessee to join family

for her brother's wedding, and is even considering an eventual move there to be closer to the family members in that state.

Hehn, Linda, OCC, Division Area Office Coordinator, retirement effective 06/30/09.

Linda Hehn began her career at Orange Coast College in 1984. She was quickly promoted through a number of positions until she settled in as division coordinator for the Division of Fine Arts (now Visual & Performing Arts) in 1987. During her 25 years at OCC Linda found time to earn an A.A. degree from OCC and a B.A. from Vanguard University. She was a very popular and respected colleague in the Division by all staff, faculty and students. Linda plans to spend much more time with her children and grandchildren.

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2.00 General Information and Reports

07/15/2009 Regular Meeting 2. General Information and Reports Meeting: Category:

Agenda Type: Information Public Access: Yes

### 2.00 General Information and Reports

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#### 2.01 Informative Reports

Meeting:

07/15/2009 Regular Meeting

Category: 2. General Ir Agenda Type: Information

2. General Information and Reports

Public Access: Yes

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#### 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

## 2.01.08 Shared Governance Report: Senate/College/District/Board Relationship and Process

In compliance with Board Directive Log items #6 and #8, Acting Chancellor Currie will provide a report to the Board of Trustees concerning Shared Governance.

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2.02 Matters for Review, Discussion and/or Action

Meeting: 07/15/2009 Regular Meeting

Category: 2. General Information and Reports

Agenda Type: Action (Consent)

Public Access: Yes

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#### 2.02 Matters for Review, Discussion and/or Action

#### 2.02.01 Review of Board Meeting Dates

#### **Date / Topics**

August 17, 2009 Study Session, Budget

August 19, 2009 Regular Meeting, Internal Audit Report, Legislative Task Force

Appointments, Quarterly Financial Status Report

September 2, 2009 Regular Meeting September 30, 2009 Regular Meeting 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

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

September 14-15, 2009
October 6-10, 2009
November 2-3, 2009
November 8-10, 2009
November 19-21, 2009
November 28-30,2009
Sacramento Board of Governors Meeting
San Francisco Board of Governors Meeting
Washington, D.C. AACC Washington Institute
San Francisco CCLC Annual Convention
November 28-30,2009
Manhattan Beach Network for Community

College Foundation

January 27-30, 2010 St. Petersburg, FL AACC Workforce Development Institute

April 17-20, 2010 Seattle, WA AACC Convention

#### 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 to Review Policy 080-1-2,"Confidential Employees"

080-1-2 Approved 06/15/88 Revised 11/20/96 Revised 08/18/04 Revised 07/18/2007 Revised xx/xx/xxxx

#### **CONFIDENTIAL EMPLOYEES**

Employees serving in the following positions have been deemed Confidential employees in the District, Coastline Community College (CCC), Golden West College (GWC), and Orange Coast College (OCC).

- Executive Assistant to the Chancellor.
- Executive Assistant to the Vice Chancellor of Administrative Services.
- 3. Executive Assistant to the Vice Chancellor of Human Resources.
- Executive Assistant to the Associate Vice Chancellor of Educational Services.
- 5. Administrative Staff Assistant to the Administrative Director, Human Resources.
- 6. Staff Assistant, Sr. to the Manager, Board Operations/Assistant to the Chancellor Secretary of the Board of Trustees
- 7. Staff Assistant, Sr. to the Manager, Board Operations/Assistant to the Chancellor Secretary of the Board of Trustees
- 8. <u>Staff</u> Assistant, Senior to the Manager, Board Operations/Assistant to the Chancellor-Secretary of the Board of Trustees
- 9. Executive Assistant to the President of CCC.
- Executive Assistant to the President of GWC.
- Executive Assistant to the President of OCC.
- 12. Staff Assistant to the Vice President of Instruction at GWC.
- 13. Staff Assistant to the Vice President of Instruction at OCC.
- Staff Assistant to the Vice President of Administrative Services at OCC.

Upon vacancy, the designation of the position to the Confidential Unit will be reviewed to ensure continued compliance with the legal definition of Confidential employees as provided in Government Code Section 3540.1.

### 2.02.05 Opportunity for the Board to Review the 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 the Coast Community College District.

#### **Opportunities and Challenges**

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 hallmark quality transfer programs;

Expanding services to meet the workforce training and occupations needs of the community;

Addressing the technology and infrastructure needs of the College.

#### Leadership Qualities and Characteristics

Orange Coast College seeks an exemplary, experienced and visionary leader who embraces the community college mission and is:

Collaborative and comfortable reaching out across the many sectors of a diverse community;

An experienced educator committed to student success and the comprehensive community college mission;

Supportive of shared governance and academic freedom;

An excellent communicator;

Approachable, inclusive, and visible on campus and in the community;

Valuing of and supportive of the strong tradition of active student life, including nationally recognized extracurricular involvement and activities;

Open, transparent, and inclusive, in both decision making and providing explanations of those decisions:

Informative with faculty and staff regarding the challenges faced by the College, sharing the innovations or solutions being taken to address those challenges;

A partner with the local and larger community to foster integrated economic development and to improve the community's quality of life;

A scholar and practitioner of effective leadership in organizational and group dynamics;

An agent of change who rallies support for the expansion of the College;

Celebratory of the rich traditions of the College and acknowledging of the successes and

contributions of the exemplary programs, faculty, staff, and students;

Capable of establishing new directions during a period of diminished state resources;

A proven administrator and manager with demonstrated fiscal and fundraising experience, who is committed to good stewardship of college funds/taxpayer's monies;

A team builder who cultivates leadership within the institution.

#### **Professional Experiences**

Orange Coast College seeks a leader with professional experiences and demonstrated knowledge, skills, and abilities who:

Understands how to run an enterprise in a manner that minimizes "cuts" to education;

Supports faculty interests and concerns;

is an experienced technology master planner;

Has experience with accreditation (i.e., chaired an accreditation team or chaired a self-study committee, or served as an accreditation liaison officer);

Has experience or working knowledge of student services programs and values the important roles these programs play on a campus;

Is skilled and experienced in a collective bargaining environment, including working with labor 'unions and multiple representative groups in collective bargaining and grievance resolution processes.

Has a service-driven focus and ensures that students receive a fundamentally sound education.

#### Minimum Qualifications

A Master's Degree from an accredited institution and one year of formal training, internship, or leadership experience reasonably related to the administrative assignment;

OR

Possession of the California Community College Administrative Credential;

AND

Demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

#### **Preferred Qualifications**

An earned doctorate from an accredited institution of higher learning;

Significant comprehensive community college experience:

Familiarity with a multi-campus college and a multi-college district;

Teaching and/or faculty experience at an accredited institution of higher learning.

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#### 2.03 Review of Buildings and Grounds Reports

Meeting: 07/15/2009 Regular Meeting
Category: 2. General Information and Reports

Agenda Type: Information

Public Access: Yes

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#### 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 Souce: Measure C General Obligation Bond

Project Status: This project is complete except for minor punch list items.

#### 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 but currently the project is one month behind

schedule.

#### 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 erection of steel is complete and 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 ABC Building construction is underway with the building pads complete and concrete

work in process.

#### 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 work for this project was delayed by the architect. The College construction team has been working diligently with the architect and DSA to get the project back on track. The Board will be updated on the progress and/or any further delays.

#### **Golden West College Energy Project**

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

Funding Source: Measure C General Obligation Bond

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Status: This project has been completed.

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3.00 Consent Calendar

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

#### 3.00 CONSENT CALENDAR

(Yellow Pages)

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

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

3.01 CURRICULUM APPROVAL (None)

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access; Yes

#### 3.01 Curriculum Approval

None

#### 3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information Public Access: Yes

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#### 3.02 Travel Authorizations - Board & Staff

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

None

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

Walter R Banoczi, Instructor (OCC), to attend the American Society of Electroneurodiagnostic Technology Annual Conference, August 4 - 8, 2009, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$500, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Melissa R Berta, Instructor (OCC), to attend the Basic Skills Coordinator Workshop, September 17 - 18, 2009, Newport Beach, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the Child and Adult Care Food Program Management Course for Directors of Child Care Centers, September 22 - 24, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$250, to be paid from Foundation funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the Implementing the California State Preschool Program (CSPP) and AB2759, July 16, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$238, including a registration fee of \$238, to be paid from Foundation funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard San Diego Visit, July 21, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Ed Auxiliary funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Navy College Education Fair 2009, August 11-13, 2009, Great Lakes, IL, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$100, travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

Hoai-Huong D Bush, Counselor (GWC), to attend the University of California Conference 2009, September 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$20, to be paid from EOPS.

Hoai-Huong D Bush, Counselor (GWC), to attend the CSU Conference Fall 2009, October 8, 2009, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$70, to be paid from EOPS/CARE funds.

Ruth E Dills, Counselor/Coordinator (CCC), to attend the 2009 Extended Opportunity Programs and Services Annual Conference, October 13-16, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$425, to be paid from

Professional Development funds.

Ashley B Graves, Mil/Cont Ed Tech Int (CCC), to attend the Education Fair, Naval Base San Diego (32nd Street), July 23, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Ed Auxiliary funds.

Joycelyn M Groot, Dir Cont Dev & Oper (CCC), to attend the Council of College and Military Educators Executive Board Meeting, September 25-28, 2009, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from Contract Education Auxiliary funds.

Anthony V Hou, Workforce Specialist (CCC), to attend the California Placement Association Executive Board Meeting, July 29-30, 2009, Bakersfield, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Danny C Jones, Administrative Dean (CCC), to attend the Open Learning Language Initiative Teacher Training August 2009, August 1-6, 2009, Lanzhou, China without loss of salary, with reimbursement for allowable expenses of \$3,750, including travel by Air Coach, to be paid from Hewlett Foundation Grant funds.

Jennifer K Labounty, EOPS/CARE SPECIALIST (OCC), to attend the Grant Writing and Resource Development, July 21 - 22, 2009, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$349, to be paid from Classified Professional Development funds.

Earnest G Marchbank, Counselor (GWC), to attend the CSU Conference Fall 2009, October 8, 2009, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$70, to be paid from EOPS/CARE funds.

Earnest G Marchbank, Counselor (GWC), to attend the University of California Conference 2009, September 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$20, to be paid from EOPS/CARE funds.

Vesna Marcina, 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.

Melissa M Moser, Dir Financial Aid (OCC), to attend the Department of Education Annual Update, November 30 - December 5, 2009, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$2,100, including travel by Air Coach, to be paid from Categorical funds.

Christina D Nguyen, Counselor (CCC), to attend the 2009 Extended Opportunity Programs and Services Annual Conference, October 14-16, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$425, to be paid from Professional Development funds.

Michelle J Nieman, Professional Expert (CCC), to attend the Open Learning Language Initiative Teacher Training August 2009, August 1-6, 2009, Lanzhou, China without loss of salary, with reimbursement for allowable expenses of \$3,750, including travel by Air Coach, to be paid from Hewlett Foundation Grant.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Health Professions Consortium, August 20, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from RHORC trust funds.

Michelle Y Sambrano, Counselor (GWC), to attend the University of California Conference 2009, September 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50,

including a registration fee of \$20, to be paid from EOPS/CARE funds.

Michelle Y Sambrano, Counselor (GWC), to attend the CSU Conference Fall 2009, October 8, 2009, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$70, to be paid from EOPS/CARE funds.

Ny K Sayasy, Accounting Analyst-OC One-Stop (CCC), to attend the Open Learning Language Initiative Teacher Training August 2009, August 1-6, 2009, Lanzhou, China without loss of salary, with reimbursement for allowable expenses of \$3,750, including travel by Air Coach, to be paid from Hewlett Foundation Grant.

Brenda L Shine, Instructor (OCC), to attend the 2009 International Council on Hotel, Restaurant, and Institutional Education, July 28 - August 2, 2009, San Francisco, CA, 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.

Russell A Terry, Counselor (GWC), to attend the University of California Conference 2009, September 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$20, to be paid from EOPS/CARE funds.

Russell A Terry, Counselor (GWC), to attend the CSU Conference Fall 2009, October 8, 2009, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$70, to be paid from EOPS/CARE funds.

Chau N Tran, Mil/Cont Ed Tech Int (CCC), to attend the Travis Air Force Base Education Fair, July 21-22, 2009, Fairfield, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed Auxiliary funds.

Jillian L Whistler, Child Care Center Elig Asst. (OCC), to attend the Child and Adult Care Food Program Management Course for Directors of Child Care Centers, September 22 - 24, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Foundation funds.

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3.02.01 Authorization for Student Trips - Coastline Community College (None)

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Public Access: Yes

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## 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.

#### None

CCCD Agenda 07/15/09

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3.02.02 Authorization for Student Trips - Golden West College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action
Public Access: Yes

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#### 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.

#### Fall 2009 GWC Athletic Department Overnight Trips

Department: Athletics

Cost/purpose/funding source: no cost to the college

Locations & Dates:

#### Women's Vollyball

Thur-Sun, December 3-6, 2009, Northern California

#### Men's and Women's Soccer

Thu-Mon, December 3-7, 2009, State Championships (TBA)

#### Cross Country

Fri-Sun, November 20-22, 2009, Fresno, CA

#### Men's Water Polo

Thur-Sun, September 17-20, 2009, Cuesta, CA

#### Women's Water Polo

Thur-Sat, September 10-12, 2009, Sacramento, CA Thur-Sat, October 1-3, 2009, Cuesta, CA Fri-Sun, November 13-15, 2009, Pasadena, CA

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3.02.03 Authorization for Student Trips - Orange Coast College

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent)
Public Access: Yes

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#### 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.

#### Fall 2009 - OCC Overnight Athletic Trips:

Men's Basketball, Coach: Steve Spencer

Assistant Coaches: Duy Tran, Jesse Dhillon, Steve Tamanaha

November 4-8, Ventura Tournament, Ventura

February 23-25, Southern California Regionals - 1st Round, TBA

February 25-28, Southern California Regionals - 2nd Round, TBA

March 5-7, Southern California Regional Finals, TBA

March 11-15, State Championships, Cal Lutheran

Women's Basketball, Coach: Mike Thornton

Assistant Coaches: Steve Popovich, Gregg Savage, Teeya Fernandez

November 12-16, Santa Barbara Tournament, Santa Barbara

December 2-6, Cuesta Tournament, San Luis Obispo

December 27-31, Ventura Tournament, Ventura

February 23-25, Southern California Regionals - 1st Round, TBA

February 25-28. Southern California Regionals – 2<sup>nd</sup> Round, TBA

March 5-7, Southern California Regional Finals, TBA

March 11-15, State Championships, Cal Lutheran

Men's & Women's Cross Country, Coach: Marco Ochoa Assistant Coaches: John Knox, David Fier, Larry Knuth

September 10-13, Fresno Invite, Woodward Park/Fresno

November 20-22, State Championships, Woodward Park/Fresno

Football, Coach: Mike Taylor

Assistant Coaches: Carl Doug Smith, Stephen Fullmer, Scott Orloff, Joel Wittenberg, Joe Kauo, John

Young, Vince Strang, Faasamala Tagaloa, Garrett Gray, Dan Barrington, Kent Nerhus

November 20-22, Bowl Playoff Weekend, TBA

Men's Soccer, Coach: Laird Hayes

Assistant Coaches: Glenn Strachan, Brandon Futagaki

November 20-22, Southern California Regionals - 1st Round, TBA

November 23-25, Southern California Regionals – 2nd Round, TBA

November 27-29, Southern California Finals, TBA

December 3-7, State Championships, TBA

Women's Soccer, Coach: Kevin Smith

Assistant Coaches: Alyson Spencer, Heather Hutton

September 3-6. Ventura Tournament, Ventura

November 20-22, Southern California Regionals - 1st Round, TBA

November 23-25, Southern California Regionals - 2nd Round, TBA

November 27-29, Southern California Finals, TBA

December 3-7, State Championships, TBA

Women's Volleyball, Coach: Chuck Cutenese

Assistant Coaches: Adrian Delgado, Adam Cutrell, Dodi Drozd, Drew Ginther

November 23-25, Southern California Regionals - 1st Round, TBA November 27-29, Southern California Regionals – 2<sup>™</sup> Round, TBA

December 3-6, State Tournament, TBA

Men's Water Polo, Coach: Monte McCord

Assistant Coach: Julian Gonzalez

October 15-18, Cuesta Tournament, San Luis Obispo November 10-15, Southern California Regionals, Pasadena

November 18-22, State Championships, TBA

Women's Water Polo, Coach: Anthony Jacopetti

Assistant Coach: Adam Lee

October 1-4, Cuesta Tournament, San Luis Obispo October 29-31, Pasadena Mini Tournament, Pasadena November 10-15, Southern California Championships, TBA

November 18-22, State Championships, TBA

Conference/Activity: American College Dance Festival Association Regional Conference

Location: Arizona State University, Tempe, Arizona

Date: March 17-20, 2010

Department: Dance/Visual & Performing Arts

Cost/Purpose/Funding Source: \$1,500 for student and faculty participation in the event to be paid from

ASOCC funds

Conference/Activity: 2010 Honors Transfer Council of California "Building Bridges" Student Research Conference

Location: University of California, Irvine

Date: March 20, 2010

Department: Honors Program

Cost/Purpose/Funding Source: NTE \$1,500 to include registrations at \$25 each; parking and mileage reimbursement for faculty and administrators, and parking reimbursement for groups of four or more students traveling together to the conference; to be paid from Honors Program/ASOCC funds.

Transportation: Personal Vehicles

Conference/Activity: 2010 Western Regional Honors Council Conference

Location: Jackson Hole, Wyoming

Date: April 1-4, 2010

Department: Honors Program

Cost/Purpose/Funding Source: NTE \$7,000 to include registration, airfare, lodging, meals, ground transportation, parking and purchase of copies of Scribendi for office review, distribution to honors faculty. and OCC administrators; six student presenters and/or Scribendi awardees will attend; expenses to be

paid from Honors Program/ASOCC funds.

Transportation: Air

Conference/Activity: 2009 National Collegiate Honors Council Conference

Location: Washington, D.C.

Date: October 28-November 1, 2009

Department: Honors Program

Cost/Purpose/Funding Source: NTE \$4,000 to include registration, airfare, lodging, meals, ground

transportation, parking, and purchase of honors publications; one student presenter and advisor to attend;

expenses to be paid from Honors Program/ASOCC

Transportation: Air

Conference/Activity: UC Irvine Team Up!

Location: Irvine, CA Date: August 28, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding: NTE \$2,000 for registration, program fees, lunch, and supplies

Transportation: District

Conference/Activity: ASOCC Leadership Conference

Location: Pomona, CA Date: October 2, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding Source: NTE \$10,000 for facility rentals, meals, and supplies

Transportation: District

Conference/Activity: Student Senate for CA Community Colleges Region 8 Meetings

Location: Various community colleges in Region 8

Date: June 2009-July 2010

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding Source: NTE \$500 for supplies

Transportation: Student Personal Vehicles

Conference/Activity: Field Trip for Marine Science 100 Lab Students

Location: Long Beach Marine Institute, Long Beach, CA

Date: July 23, 2009

Department: Marine Science

Cost/Purpose/Funding Source: No cost to the college/Marine Science students to participate in an

Oceanographic research cruise to study marine species

Transportation: District

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar

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Agenda Type: Information Public Access: Yes

3.03 General Items

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3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.03.01 Authorization for Special Projects - Coastline Community College

WebEOC Meeting and Training

Date: Wednesday, September 16, 2009 from 9:00 a.m. - 12:00 p.m.

Location: Garden Grove Center

Department: Career and Technical Education Department in cooperation with the Orange County Sherriff

Emergency Management Department.

Purpose: Train College personnel and County's partner emergency response personnel on use of

WebEOC Incident Management System.

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

Pandemic Influenza Preparedness Planning Course

Date: Tuesday, August 4, 2009 - Thursday, August 6, 2009 from 8:00 a.m. - 5:00 p.m.

Location: Garden Grove Center

Department: Career and Technical Education Department in cooperation with the California Homeland

Security and Center for Domestic Preparedness.

Purpose: Train College personnel and County's partners on identification and collaboration of potential

pandemic events.

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

Veterans to Veterans Forum: Coming Home

Date: Friday, July 31, 2009, 10:00 a.m. - 2:00 p.m.

Location: Garden Grove Center Department: Student Services

Purpose: Open forum to discuss transitional issues with veterans

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

Family Holiday Party, Orientations, Workshops, Meetings, and Events

Dates: Various dates throughout 2009-10

Locations: Various

Department: Extended Opportunity Programs & Services Purpose: Offer personal enrichment and information

Cost/purpose/funding source: NTE \$350; EOPS, CARE and/or SAC funds

Instructional Technology Council Distance Learning Leadership Academy and Board Meeting

Date: Sunday, July 26 through Friday, July 31, 2009

Location: Wyndham Orange County Hotel and Orange Coast College Sailing Center

Department: Center for Instructional Systems Development in cooperation with the Instructional

Technology Council

Purpose: Leadership Academy and Board Meeting

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

Instructional Managers' 2009 Workshop

Date: Wednesday, August 5, 2009

Location: OCC Sailing Center, Newport Beach

Department: Office of Instruction

Purpose: Planning session

Cost/purpose/funding source: NTE \$300; Student Advisory Council Ancillary funds

Early College High School New Student Orientation Luncheon

Date: Monday, August 10, 2009 Location: Costa Mesa Center

Department: Early College High School

Purpose: Lunch for new ECHS students attending an all-day orientation

Cost/purpose/funding source: NTE \$250, Ancillary funds

Foundation Board of Directors' Annual Planning Meeting and President's Circle Reception

Date: Friday, July 31, 2009, 2:00 p.m. - 7:30 p.m.

Location: The Westin South Coast Plaza

Department: Foundation

Purpose: Activity planning for 2009-2010 and President's Circle Reception

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Cost/purpose/funding source: NTE \$2,000; Foundation funds

U.S. Census Bureau Town Hall Meeting

Date: Thursday, August 6, 2009, 6:00 - 7:30 p.m.

Location: Garden Grove Center

Department: Planning, Development, and Government Relations Department co-sponsoring with

Congresswoman Loretta Sanchez

Purpose: Informational town hall meeting open to the public Cost/purpose/funding source: No cost to College or District

3.03.02 Authorization for Special Projects - Golden West College

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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# 3.03.02 Authorization for Special Projects - Golden West College

GWC Volleyball Summer League, Co-Sponsored by GWC

Date: July 15 - August 20, 2009

Department: Athletics

Purpose: fundraising for GWC Volleyball teams. Cost/purpose/funding source: No cost to the college.

Family Science Night Date: September 25, 2009

Department: Math & Science

Purpose: to excite children about careers in science and engineering

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

Academic Senate Meetings & Events

Date: Fall 2009 & Spring 2010 Department: Academic Senate

Purpose: for Academic Senate meetings and events

Cost/purpose/funding source: \$2,000 for food/refreshments and supplies from Academic Senate funds.

Golden West College Gala 2010

Date: March 13, 2010 Department: Foundation

Purpose: Annual fundraising event

Cost/purpose/funding source: \$80,000 for food/refreshments, supplies, facility rental, printing and auction

services from Foundation funds.

City of Huntington Beach Centennial Celebration "2009 Corporate Games"

Date: August 13-16, 2009 Department: Foundation

Purpose: Participate in Huntington Beach Centennial celebration activities Cost/purpose/funding source: \$250.00 for registration from Foundation funds.

Courtyard of Honor 2009

Date: October 28, 2009 Department: Foundation

Purpose: Annual recognition ceremony for donors and alumni

Cost/purpose/funding source: \$18,000 for food/refreshments, supplies, & printing from Foundation funds.

Chefs for Scholarships 2009

Date: September 20, 2009 Department: Foundation

Purpose: Annual GWC Patron's fundraising event

Cost/purpose/funding source: \$16,000 for food/refreshments, supplies, & printing from Foundation funds.

Foundation Meetings & Events

Date: 2009-2010 Academic Year

Department: Foundation

Purpose: Hold miscellaneous meetings & events as needed

Cost/purpose/funding source: \$773 for food/refreshments, supplies, & printing from Department district

supply budget.

RHORC Use of GWC Human Patient Simulator Lab

Date: July 16, 2009 - June 30, 2010

Department: Nursing

Purpose: Use of lab for telemetry and critical care students

Cost/purpose/funding source: \$6,000 for facility rental and supplies from RHORC Trust funds.

RHORC Advisory and Subcommittee Meetings 2009-2010

Date: Fall 2009, Winter 2010, Spring 2010

Department: Nursing

Purpose: Required meetings for RHORC Grant activities

Cost/purpose/funding source: \$1,200 per meeting, up to 12 meetings, for food/refreshments, supplies,

and facility rental from RHORC Trust funds.

RHORC Preceptor Instructor Course - 2 Day Program

Date: September 2009 Department: Nursing

Purpose: RHORC Grant activities

Cost/purpose/funding source: \$2,000 for food/refreshments, supplies, facility rental, and printing from

RHORC Trust funds.

Ballet Repertory Theater

Date: September 1, 2009 - June 30, 2010

Department: Arts and Letters Purpose: Dance/ballet concerts

Cost/purpose/funding source: 50% of gross ticket sales.

Off Campus Assignment - Wes Bryan

Date: July 1, 2009 – June 30, 2012 Department: President's Office

Purpose: to serve on the Association of California Community College Administrators' Board of Directors without loss of salary, with the understanding that authorization will be requested to attend required

meetings as they are set.

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

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# 3.03.03 Authorization for Special Projects - Orange Coast College

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent) Public Access: Yes

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# 3.03.03 Authorization for Special Projects - Orange Coast College

## **OCC Honors Program Events**

Date: 2009-2010 Academic Year Department: Honors Program

Purpose: Student-centered events, meetings, and activities

Cost/Purpose/Funding Source: NTE \$200 to include refreshments and promotional/logo items to be

paid from Honors Program/ASOCC funds

#### "Creating Scholars Speakers Series" Events

Date: 2009-2010 Academic Year Department: Honors Program

Purpose: Events featuring current and alumni honors students, faculty, representatives from transfer

institutions, and other guest speakers

Cost/Purpose/Funding Source: NTE \$1,650 to include, but not limited to, promotion, advertising,

decorations, and food to be paid from Honors Program/ASOCC funds

### Honors Open House

Date: Fall 2009 Semester Department: Honors Program

Purpose: Approximately 350 guests including OCC students, faculty, staff, and administrators Cost/Purpose/Funding Source: NTE \$700 to include, but not limited to, promotion, advertising,

decorations and food to be paid from Honors Program/ASOCC funds

#### Spring Recognition Ceremony and Reception

Date: To Be Announced Department: Honors Program

Purpose: Honor students completing the Honors Program during year 2009-2010; OCC students,

faculty, staff, administrators, District Board members, and District Chancellor to be invited

Cost/Purpose/Funding Source: NTE \$4,000 to include, but not limited to, printing, decorations, food,

and memento gifts to be paid from Honors Program/ASOCC funds

## Spring 2010 Mini-Conference

Date: To be Announced Department: Honors Program

Purpose: Feature research of honors students; open to OCC students, faculty, staff, and

administrators

Cost/Purpose/Funding Source: NTE \$2,000 to include, but not limited to, advertising, promotion,

printing, decorations, and food, to be paid from Honors Program/ASOCC funds

#### Year-Long Fundraising Community Service Book Drive

Date: 2009-2010 Academic Year Department: Honors Program

Purpose: Fundraising/community service book drive in collaboration with BetterWorld Books to benefit Worldfund, a non-profit Latin American literacy initiative serving impoverished areas in Central and South America. Students will collect used books; books will be processed and stored on the OCC campus; BetterWorld Books will supply all promotional and shipping materials; non-qualifying books

will be donated to various recipients such as nursing homes, children's centers, and prison libraries; or, books may be recycled at the OCC Recycling Center. BetterWorld Books will pay the Honors Program \$1.00 for each qualifying book. An advisor will supervise activities; there are no anticipated expenses for this project.

College Transfer Day

Date: September 24, 2009 Department: Transfer Center

Purpose: Host over 65 four-year institutions; meal cards provided for representatives' use in lieu of an

organized breakfast or lunch; appointments and presentations will take place after the event

Cost/Purpose/Funding Source: Expenses to include food to be paid by Transfer Center/ASOCC funds

**Events and Meetings** 

Date: 2009-2010 Academic Year

Department: Middle College High School Purpose: Meetings held throughout the year

Cost/Purpose/Funding Source: NTE \$2,500 for food, substitutes, supplies, and meeting room

expenses to be paid from Middle College High School grant funds

**Events and Meetings** 

Date: 2009-2010 Academic Year Department: Technology Division

Purpose: Technology Division faculty and staff to host and/or participate in various meetings,

functions, and workshops on and off campus

Cost/Purpose/Funding Source: NTE \$1,000 for refreshments, supplies, equipment, meeting room expenses, and miscellaneous expenses to be paid from ancillary, general, ASOCC, Foundation, CTE, and Botting funds.

and Perkins funds

Events and Meetings

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

Department: Foundation

Purpose: Support Foundation and various Foundation supported fundraising groups and committees Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid from

Foundation funds

Activities of the Tech Prep Consortia

Date: 2009-2010

Department: Career Development

Purpose: Activities as outlined in the grant agreement from the California Community College Chancellor's Office; activities will include coordination of advisory committee meetings; creation, publication and distribution of Tech Prep related materials; meeting expenses, revision and maintenance of OCCareers.com and CTEToolbox.org websites, revision and maintenance of the Orange County Matrix publication and website; High School Student Pathway Day site visits to OCC, Golden West, and Coastline Community College; secondary outreach, articulation and staff development events will be directed by staff on each campus.

Cost/Purpose/Funding Source: Expenses NTE \$203,250 for meeting rooms, meeting expenses, professional experts, stipends for community college faculty, and substitute costs for both high school and college faculty; a list of names of committee members, participating high schools and college faculty, and meeting/workshop dates are on file; all expenses to be paid by the Chancellor's Office Tech Prep Consortia Grant.

Activities of the Tech Prep Regional Coordination Project

Date July 1, 2009, through June 30, 2010

Department: Career Development

Purpose: Activities will include coordination of regional meetings and events, skills analysis, staff development activities, advisory committee meetings, publication and distribution of Tech Prep related

materials, a county-wide counselor's workshop, industry and environmental scan, and faculty and counselor externships.

Cost/Purpose/Funding Source: Expenses NTE \$315,000 to include meeting rooms and expenses, speaker fees, staff development meeting expenses, stipends for high school and community college faculty, disbursements to regional partners, substitute costs for both high school and college faculty, web content development, and web site structural development; a list of committee members, participating high schools and college faculty, and meeting/workshop dates are on file; all expenses to be paid from the California Department of Education Tech Prep Regional Coordination Project Grant.

#### Events/Meetings/Projects

Date: 2009-2010

Department: Career Education

Purpose: To include food, busses, substitutes, supplies, revision, development, and distribution of

print and web materials, equipment, and meeting rooms

Cost/Purpose/Funding Source: NTE \$50,000 to be paid from Career Education, indirect, ancillary,

ASOCC, and Foundation funds

#### Activities of the Work-Based Collaborative

Date: 2009-2010

Department: Career Education

Purpose: Activities will include revision and maintenance of wblconnections.com, revision, printing, and distribution of work-based learning materials, authoring and statewide distribution of the *On the QT* newsletter, regional staff development activities, and presentations on work-based learning at various statewide meetings

Cost/Purpose/Funding Source: Expenses NTE \$100,000 to include meeting rooms, food, and miscellaneous meeting expenses; a list of names of trainers and meeting/workshop dates on file; all expenses to be paid from Work-Based Learning Collaborative Grant funds.

#### UCI Internship Program Meeting and Events

Date: 2009-2010

Department: Career Education

Purpose: Meetings and events for the UCI Internship Program

Cost/Purpose/Funding Source: Regents of the University of California Irvine Joint Graduate Faculty

Internship Program funds.

## Activities of the Career Development Collaborative

Date: 2009-2010

Department: Career Education

Purpose: Activities as outlined in the Career Development Collaborative Grant Agreement from the California Community College Chancellor's Office; all activities, products, and materials developed for this project will be disseminated through project website, regional staff development activities, conference and workshop presentations, print materials, and electronic linkages with other projects and agencies.

Cost/Purpose/Funding Source: Expenses NTE \$100,000 to include travel, meeting rooms, food, and miscellaneous meeting expenses, speaker fees, website revisions, content development, newsletter production and distribution, printing materials, consultant and professional experts for regional workshops; a list of names of trainer and meeting/workshop dates are on file; all expenses to be paid from Career Development Collaborative Grant funds.

### Transfer Events

Date: 2009-2010 Academic Year

Department: Transfer Center and Transfer Opportunity Program

Purpose: Variety of transfer events including, but not limited to, four-year college mini-fairs, transfer

workshops and presentations, TOP field trip, tours to four-year institutions, and TOP

breakfast/luncheon

Cost/Purpose/Funding Source: Expenses to be paid by Transfer Center, Transfer Opportunity

## Program, and ASOCC funds

#### CWI (California Welding Inspection) Seminars

Date: 2009-2010 Academic Year

Department: Welding/Technology Division

Purpose: Total of eight Saturdays in each session; lecturers are OCC instructors, William Galvery and

Richard Hutchison

Cost/Purpose/Funding Source: No fees are charged or collected

## Banff Radical Reels Film Festival

Date: September 30, 2009 Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

Cost/Purpose/Funding Source: NTE \$2,500 from proceeds

## Friends of the Library Book Sale

Date: October 28, 2009

Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

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

## Orange County Children's Book Festival

Date: October 4, 2009

Department: Foundation/Timeless Learning LLC Purpose: Community outreach and to promote literacy

Cost/Purpose/Funding Source: NTE \$10,000 from event proceeds and Foundation funds

#### Financial Aid Awareness Days

Date: September, 2009 and April 2010

Department: Financial Aid

Purpose: Student knowledge activity; increase financial aid applications

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

## Financial Aid Staff Professional Development and Training

Date: August and September, 2009/February and April, 2010

Department: Financial Aid

Purpose: Staff training regarding regulations modified for state and federal programs

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

# California Community College Student Financial Aid Administrators Region 7&8 Meeting

Date: February, 2010 Department: Financial Aid

Purpose: Regional meeting to discuss issues within the regions and the California community college

system

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

## Student Government Training Meetings

Date: August, 2009

Department: Associated Students/Student Government Purpose: Various student government training meetings

Cost/Purpose/Funding Source: NTE \$1,000 for supplies, materials, and refreshments from ASOCC

funds

#### Student Services Fairs

Date: September, 2009 and February, 2010

Department: Associated Students/Student Government

Purpose: Various Student Services fairs

Cost/Purpose/Funding Source: NTE \$1,200 from ASOCC funds

Transition Ceremony

Date: May, 2010

Department: Associated Students/Student Government

Purpose: Transition Ceremony for students

Cost/Purpose/Funding Source: NTE \$1,500 from ASOCC funds

Meetings and Events

Date: 2009-2010 Academic Year

Department: Associated Students/Student Government

Purpose: Discuss issues related to student government initiatives, planning, and event coordination

Cost/Purpose/Funding Source: NTE \$2,000 from ASOCC funds

Constitution Day Events

Date: September, 2009

Department: Associated Students/Student Government Purpose: Various events in honor of Constitution Day

Cost/Purpose/Funding Source: NTE \$1,000 for supplies, materials, and refreshments from ASOCC

funds

Region 8 Meetings for the Student Senate of the California Community Colleges

Date: July 2009 - July 2010

Department: Associated Students/Student Government

Purpose: Student meetings

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

Student Senate Elections

Date: Spring 2010 semester

Department: Associated Students/Student Government

Purpose: Student elections

Cost/Purpose/Funding Source: NTE \$1,000 for promotional materials, refreshments, event

coordination, and prizes to be paid from ASOCC funds

**Promotional Items** 

Date: 2009-2010 Academic Year

Department: Associated Students/Student Government

Purpose: Purchase of promotional items for use at resource fairs, orientation programs, and meetings

Cost/Purpose/Funding Source: NTE \$5,000 from ASOCC funds

Co-sponsorship of district feeder high school soccer, swimming, water polo, baseball, and track events on the OCC campus

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: To increase awareness of the OCC campus and its facilities, which will help with recruiting.

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

OCC Cheer & Dance "Goodbye Show" performances in the OCC gym

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: To increase awareness of OCC and its Cheer & Dance programs.

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

Co-sponsorship of United States Tennis Association (USTA) tournaments on the OCC tennis courts

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: To promote awareness and exposure of the OCC campus and athletic programs, which will

help with recruiting.

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

The OCC Men's and Women's Cross Country teams, PE A109 (#11062) and PE A129 (#10071), will be participating in a Cross Country Running Camp

Location: Mammoth Lakes, CA

Date: Between August 15 and August 30, 2009 Department: OCC Physical Education & Athletics

Purpose: The camp is a supplement to the summer training classes for the OCC Cross Country

teams.

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

Vanguard University to hold track & field workouts on the OCC track

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: The benefit to the college is that all Vanguard athletes enroll in an OCC PE A108 class and they complement the OCC track & field workouts by working out alongside the OCC track & field team. The workouts will also promote awareness and exposure of the OCC campus and athletic programs

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

American Red Cross Community CPR Certification classes

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: To re-certify faculty and staff in the OCC Physical Education & Athletics Division; taught by Physical Education & Athletics Division faculty members

Cost/Purpose/Funding Source: The cost of the CPR cards will vary depending on the number participating and the current amount charged by the American Red Cross for the CPR cards. The cards will be paid for out of an Ancillary Athletic Revolving Account.

Various Athletic Team Banquets and Events

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: To provide supplementary activities to members of the various athletic teams; to include team meals, on and off campus

Cost/Purpose/Funding Source: Refreshments will be served at the banquets, and the cost will vary depending on attendance. All expenses will be paid out of the participating team's ancillary accounts, division ancillary accounts, and through the purchase of tickets by guests.

**Events at Other Colleges and Sites** 

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: OCC athletic teams to host and participate in events at other colleges and sites Cost/Purpose/Funding Source: All expenses will be paid out of the participating team's ancillary accounts.

Coaches Meetings and Conferences On/Off Campus

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Project/Activity: Coaches from the Orange Coast College Physical Education and Athletics Division will be attending various coaches meetings and conference meetings.

Purpose: To meet with other coaches and discuss issues relevant to their respective sports. Cost/Purpose/Funding Source: The cost for attending these meetings will be paid out of the participating team's ancillary accounts and/or division ancillary accounts.

Coaches Meetings, Division Meetings, and Press Conferences.

Date: Various dates throughout the period July 16, 2009 - June 30, 2010

Department: OCC Physical Education & Athletics

Purpose: OCC coaches to host meetings and press conferences; refreshments may be served Cost/Purpose/Funding Source: Cost for refreshments will be paid out of the participating team's ancillary accounts and/or the Dean's Discretionary Account.

#### Appreciation Luncheon

Date: May 2010

Department: OCC Physical Education & Athletics

Purpose: To thank the various departments that assist the PE & Athletics division throughout the year. Cost/Purpose/Funding Source: All expenses will be paid out of division ancillary accounts and/or

general fund accounts.

# Athletic Hall of Fame Induction Ceremony and Reception

Date: September/October 2009

Department: OCC Physical Education & Athletics

Purpose: Recognize achievements and contributions of former athletes, coaches, and members of

the PE & Athletics Division

Cost/Purpose/Funding Source: All expenses will be paid out of division ancillary accounts and/or

general fund accounts

# Learn-To-Row Fundraiser for OCC Women's Crew

Date: August 2009

Department: OCC Physical Education & Athletics

Purpose: Promote OCC Athletics and raise money for OCC Women's Crew; to be held at the OCC

Sailing Center

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

# Variety of Meetings

Date: 2009-2010

Department: Business and Computing Division

Purpose: Variety of meetings on and off campus including eight Division Advisory Committee

meetings

Cost/Purpose/Funding Source: Expenses to include food and supplies to be determined by number of

participants paid from ancillary funds

#### Visiting Scholar Event

Date: October, 2009

Department: Staff Development

Purpose: Inspiring and fostering Democratic Art through collaborative art and community

Cost/Purpose/Funding Source: NTE \$4,500 to include instructor's pay at the non-instructional rate,

food, supplies, and related expenses to be paid from Staff Development District funds

# Faculty Academy/Tenure Track Workshops

Date: 2009-2010

Department: Staff Development

Purpose: Professional Development for new faculty

Cost/Purpose/Funding Source: NTE \$7,000 to include instructor's pay at the non-instructional rate, food, video production, supplies, and related expenses to be paid from Staff Development District

funds

#### Orientation

Date: August, 2009

Department: Staff Development

Purpose: Professional Development

Cost/Purpose/Funding Source: NTE \$500 to include instructor's pay at the non-instructional rate, food, video production, supplies, and related expenses to be paid from Staff Development District funds

## Meetings and Events

Date: 2009-2010

Department: Staff Development Purpose: Professional Development

Cost/Purpose/Funding Source: Expenses dependent on number of participants to include instructor's pay at the non-instructional rate, food, video production, supplies, and related expenses to be paid

from Staff Development District funds

#### World Languages Department Conference

Date: September, 2009

Department: World Languages
Purpose: Professional Development

Cost/Purpose/Funding Source: NTE \$800 to include instructor's pay at the non-instructional rate, food, video production, supplies, and related expenses to be paid from Staff Development District funds

## Focus Day

Date: September, 2009

Department: Staff Development/Foundation

Purpose: Professional Development

Cost/Purpose/Funding Source: NTE \$7,000 to include instructor's pay at the non-instructional rate, food, video production, supplies, and related expenses to be paid from Staff Development District funds

# National Intercollegiate Soccer Officials Association (NISOA) Meeting

Date: August 15, 2009

Department: OCC Physical Education & Athletics

Purpose: Annual soccer officials meeting hosted by Laird Hayes, Men's Head Soccer Coach, and

Brandon Futagaki, Men's Assistant Soccer Coach Cost/Purpose/Funding Source: No cost to the college

### Meetings and Events

Date: 2009-2010

Department: Early Childhood Lab School

Purpose: Expenses of food and other items necessary for monthly meetings that may include a

working lunch

Cost/Purpose/Funding Source: NTE \$2,500 from ancillary and/or general funds

#### Pateadores Soccer Camp

Date: July 27-30, 2009

Department: Co-Sponsored by OCC Physical Education & Athletics

Purpose: Potential recruiting for OCC/Promote awareness of college facilities and programs

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

Revision to Previous Board Action to change name of activity. Previous Board approval 6/17/09.

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3.03.04 Authorization for Special Projects - District

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

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# 3.03.04 Authorization for Special Projects - District

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

Date: Various dates between July 1, 2009 and June 30, 2010 Location: Various Locations throughout Southern California

Department: District Educational Services

Purpose: To perform regional CTE grant related activities as required under the District's approved SB70/SB1133 CTE Community Collaborative grant work plan such as regional meetings, regional events, professional development activities, countywide counselor's workshop; faculty & counselor externships; publication and distribution of CTE related materials; and CTE pathway events. Cost/purpose/funding source: NTE \$600,000 in total for all activities from year 1 & 2 of the CTE Community Collaborative Grants. All expenses to be paid from the SB70/SB1133 CTE Community Collaborative Grant Funds.

3.03.05 Authorization to Apply for Funded Programs

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information Public Access: Yes

ACCOMENDED IN COMMENT

# 3.03.05 Authorization to Apply for Funded Programs

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

**Fiscal Impact:** Coast Community College District will receive \$369,700 for the 1<sup>st</sup> year and \$400,000 for the 2<sup>nd</sup> year. The 1<sup>st</sup> year of the grant is between June 1, 2008, to and including January 31, 2010. The 2<sup>nd</sup> year of the grant is between February 1, 2009, to and including August 31, 2010. There are matching funds of 10% required for this funding.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office SB70/SB1133 grant titled "Evaluation". The District Office in collaboration with WestEd will receive funding to develop a System-wide evaluation of the Career Technical Education/Economic and Workforce Development Pathways initiatives. The goal is to provide an in-depth review of how funded programs are working at the local level, their ongoing achievement of objectives and activities, and outcomes, and then inform interested stakeholders and policy makers of what is working, what areas need improvement, and recommend future funding needs. WestEd, through a subgrantee agreement with the District Office, will evaluate the impact of the SB70 initiative and those Career Technical Education/Economic and Workforce Development pathway grants funded through this initiative. All oversight of this grant and subgrantee agreement will be handled through the District Educational Services department. (Previous Board Approval: February 18, 2009)

Fiscal Impact: Coast Community College District will receive \$1,000,000 between January 1, 2009, to and including January 31, 2010. No matching funds required. This grant has received an augmentation of \$87,218 and an extension to its performance date. The augmentation increases this grant from \$1,000,000 to \$1,087,218. The new performance dates are between January 1, 2009, to and including March 31, 2010.

Coast Community College District has been awarded funding for the 2009-2010 California Community

Colleges Chancellor's Office Carl D. Perkins Career and Technical Education Act of 2006, Title 1C grant titled "Perkins VTEA 1-C". The purpose of the Perkins VTEA 1-C Act is to develop more fully the academic, career and technical skills of secondary students and postsecondary students who elect to enroll in CTE programs by: strengthening the academic and career and technical skills of students participating in career and technical education programs; linking career and technical education at the secondary level and career and technical education at the postsecondary level; providing students with strong experience in and understanding of all aspects of an industry; developing, improving, or expanding the use of technology in career and technical education; providing professional development programs for secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs; developing and implementing evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met; initiating, improving, expanding, and modernizing quality career and technical education programs; providing services and activities that are of sufficient size, scope, and quality to be effective; and providing activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

**Fiscal Impact**: Coast Community College District has been awarded \$1,166,468 between July 1, 2009, to and including August 31, 2010. No matching funds required.

Coastline Community College has applied for the 2009-2010 Workforce Investment Act/American Recovery and Reinvestment Act of 2009 (WIA/ARRA) High- Demand Training Services "WIA/ARRA High-Demand Training Services Grant". Coastline Community College, in partnership with LaunchPad Careers, Inc., proposes to deliver short term, intensive training using existing Coastline curriculum with programs targeted at three occupations: Process Technician, Clerical Accounting/Bookkeeper, and Customer Services/Sales, and at related occupations requiring those same skill sets. Up to 80 participants in 18 months.

**Fiscal Impact**: If funded, Coastline Community College will receive \$207,360 from July 1, 2009 through December 31, 2010. Funding is based on 80 participants @ \$2,592 per trainee. Leveraged In-Kind Match = \$26,550.

Golden West College has received the California Community College Chancellor's Office grant titled "Enrollment Growth for Associate Degree Nursing (RN) Programs." The grant funding will be used to increase nursing enrollments by 10 additional students. In addition, the grant funding will be used to monitor the readiness of accepted applicants for enrollment in registered nursing coursework and provide retention management for "at-risk" and remediation students. The funding of this grant will allow the Golden West Nursing program to put into practice retention strategies demonstrated to increase retention and success of the registered nursing student. (Previous Board Approvals: May, 7, 2008 and December 10, 2008)

Fiscal Impact: Golden West College will receive \$325,150 between July 1, 2008, to and including August 31, 2010. No matching funds required. This grant has received a 2<sup>nd</sup> augmentation. The total augmentation increase for this grant is \$224,233, which increases the grant from \$325,150 to \$549,383. The funding for the 2008-2009 fiscal year is approximately \$371,133 and for the 2009-2010 fiscal year the funding is approximately \$178,250.

Golden West College has been awarded funding for the 2009-2010 California Community Colleges Chancellor's Office Economic & Workforce Development Program: Health Occupations grant titled "Regional Health Occupations Resource Center/Health Center". The Regional Health Occupations Resource Center (RHORC) grant is part of a statewide initiative which develops and sustains relationships with businesses and other education providers in the region covering Orange County and the Inland

Empire. The RHORC provides training and technical assistance regarding health occupations programs with these regional partners.

Fiscal Impact: Orange Coast College has been awarded \$205,000 between July 1, 2009 and June 30, 2010. With an in-kind match of \$205,000 generated from RHORC activities.

Golden West College has applied for the 2009-2010 Workforce Investment Act/American Recovery and Reinvestment Act of 2009 (WIA/ARRA) High- Demand Training Services "WIA/ARRA High-Demand Training Services Grant". Golden West College proposes to deliver group size classroom training courses for the Entry-level Automotive Service Technician Training for Popular Automobiles, which consists of four courses (Introduction to Automotive Technology, Electrical Systems, Brakes, and Engine Performance). The training program will last approximately 8 months and each participating student will earn approximately 18 credits towards their AA degree by completing this certificate program.

**Fiscal Impact**: If funded, Golden West College will receive \$309,847 for the 2009-2010 year. Funding is based on 48 participants @ \$6,455 per trainee. Leveraged In-Kind Match to include monthly facility rent fee waiver, utilities, telephone and insurance fees.

Orange Coast College has been awarded funding for the 2009-2010 California Department of Education, Carl D. Perkins Vocational and Technical Education Act of 2006 "Tech Prep Regional Coordination Project". Coast Community College District Tech Prep Consortium will direct a regional partnership within Orange County of secondary and post-secondary partners, business and industry partners, local workforce investment boards, local economic development agencies and other Orange County Tech Prep Consortia to integrate regional delivery systems for education and workforce services, create a strategy to identify new and redirected resources that will enhance the local and regional education and employment delivery systems, create a systemic plan to regionally integrate education and workforce agencies with business and industry, and organize regional events in support of each of these goals.

**Fiscal Impact**: Orange Coast College has been awarded \$315,000 from July 1, 2009 to and including June 30, 2010. All performance under this grant shall be completed by June 30, 2010. No matching funds required.

Orange Coast College has been awarded funding for the 2009-2010 California Community Colleges Chancellor's Office, Carl D. Perkins Vocational and Technical Education Act of 2006 Tech Prep funds "CareerLink/Tech Prep". This is a renewal for the Coast Community College District Tech Prep Consortium Grant that addresses the requirements of the CTEA Title II, Perkins Funding – Part E Tech Prep legislation. All three colleges in the district participate in this grant with partners from the feeder high school districts and Coastline Regional Occupational Program.

**Fiscal Impact**: Orange Coast College has been awarded \$203,250 from July 1, 2009, to and including August 31, 2010. All performance under this grant shall be completed by June 30, 2010. No matching funds required.

Orange Coast College has been awarded funding for the 2009-2010 California Community Colleges Chancellor's Office "Collaborative for Career Development". The Orange Coast College Career Development team, in collaboration with consultants and advice of Statewide Advisory Committees, Regional Consortia chairs, and Discipline & Industry Collaborative grantees will provide leadership and coordination for: Research and assess student and employer needs through the use of Chancellor's Office MIS Perkins IV Core Indicator reports for all students including special populations; Develop a plan for the delivery of programs and services at state, regional and local levels with agencies and organizations responsible for CTE as well as workforce development and preparation; Work with the Career Development Advisory Committee to develop a plan to expand the use of technology in the delivery of career development services and resources; Plan and deliver statewide professional development workshops that delivers effective practice models, new strategies, resources and materials with focus on student support services for career development; Identify barriers, services and instructional programs

that influence access and success of special population students; Identify, compile and disseminate resources for career development programs and services; and Collaborate with Regional Consortia and Career Development Advisory Committee to identify and disseminate examples of effective Career Development activities, services and programs.

**Fiscal Impact:** Orange Coast College has been awarded \$100,000 from July 1, 2009 through June 30, 2010. Expenses NTE \$100,000 and will include travel, meeting rooms, food, various meeting expenses, speaker fees, web site revision fees, content development fees, newsletter production and distribution, printing materials, consultant fees and professional experts for regional workshops. No matching funds required.

Orange Coast College has been awarded funding for the 2009-2010 California Community Colleges Chancellor's Office "Work-Based Learning Collaborative Grant". This project responds to the need to expand access to students to all types of work-based learning, to create strategies for identifying and providing high quality work-based learning opportunities to all students, and to provide faculty/staff development that provides activities, resources and support services to integrate work-based learning opportunities.

**Fiscal Impact**: Orange Coast College has been awarded \$100,000 between July 1, 2009 to and including August 31, 2010. All performance under this grant shall be completed by June 30, 2010. No matching funds required.

Orange Coast College has been awarded funding for the 2009-2010 California Community Colleges Chancellor's Office "Middle College High School Grant". This grant will continue to operate a high school program on the Orange Coast College campus for 12<sup>th</sup> graders in partnership with Newport Mesa Unified School District. This program integrates college success, career development, and life planning skills across the curriculum that will help students to be successful in work and life, as well as, coordinate a smooth transition into the Early College High School Program.

**Fiscal Impact**: Orange Coast College has been awarded \$136,769 between July 1, 2009 and June 30, 2010. Match of \$660,518 will be provided by both Orange Coast College and Newport Mesa Unified School District.

Orange Coast College has applied for the 2009-2010 California Community Colleges Chancellor's Office Workforce Investment Act funds for the "Orange Coast Allied Health Regional Expansion Grant". The grant funds will provide lab equipment, additional part-time faculty assignments in directed clinical rotations, and to increase the student to therapist ratios in labs with hourly instructional associates to assist faculty with campus labs. The lab equipment we propose in year one, will consist of additional state of art ventilator equipment and pulse CO-Oximeters, if funded in subsequent years we will add an additional pulmonary function test equipment. Grant funds will be used for instructional lab supplies. The RC program currently utilizes human patient simulators, however, as part of the grant outcomes we plan to increase its use. The program will also utilize success techniques and counseling for improved retention, and will employ practice sessions for licensing exams.

**Fiscal Impact**: If funded, Orange Coast College will receive \$123,200 from July 1, 2009 to and including June 30, 2010. Matching funds of \$124,300 will be provided by Orange Coast College and will include a portion of the Director and support staff salaries and benefits along with department supply and material expenses.

ANGALE DE ANDERDEROS (STAGO); Spanset gad konstrues de voir de desembly englastas en de decis so collinares. 3.03.06 Authorization for Disposal of Surplus

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

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# 3.03.06 Authorization for Disposal of Surplus



466 from Administrative Content

# Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Dishwasher/Sanitizer	9023822	LX30C	23-1003-102	1
Time, Document, Job Recorder	9028573	3500	394228989	Р
Time, Document, Job Recorder		3500	350011307624	Р
Laptop	9032806	PT810U	30483152U	l l
Printer	9056945	PHASER 6250	PWG640891	Р
DVD/VCR Player		SLV-D370P	493509	ı
DVD Writable/CD-RW Drive	**	GWA-4164B	CN-0ND504-48321-5C7-2158	I
Monitor	9018570	5151	847147	ı
Computer	9018571	5150	16017295150	1
τν	9018568	KV-1741R	519644	ı
Printer	9018569		42011001472057600	I
Video Disc Player	DIS 627	PR-7820	ZK3612979	1
Computer	9056599	DHM	J2FLG51	Þ
Computer	9058160	DHM	36S9B31	Р
Computer	9058159	DHM	76S9B31	Р
Computer	9058155	DHM	B6S9B31	Р
Computer	9058158	DHM	D6S9B31	Р
Computer	9058152	DHM	56S9B31	P
Printer	9032650	C4170A	USGH067865	Р
Printer	9033581	C4170A	USGH263381	Р
Printer	9060884	3450	PMY011400	ı
Printer	9016862	C3150A	USHB146586	ı
Monitor	9058168	E171FP	MX-08R339-47605-374-AQMC	P
Monitor	9058167	E171FP	MX-08R339-47605-374-AQA2	Р
Monitor .	9058164	E171FP	MX-08R339-47605-374-AQNR	Р
Monitor	9058166	E171FP	MX-08R339-47605-374-AQA9	Р
Monitor	9058163	E171FP	MX-08R339-47605-374-AQM3	P
Monitor	9053877	1702FP	MX-08G152-47605-34P-D53V	Р
Monitor	9053879	1702FP	MX-08G152-47605-34P-D58W	Р
Monitor	9033464	LCD1810-BX	OZ00607CA	Р
Monitor	9060994	LCD1810-BX	0Z00602CA	Р
Monitor	9058175	2000FP	CN-09E249-46633-37B-2E5L	P
Computer	9032833	M5521	XA01302CJEE	Р
Graphic Tablet	9033126	GD-1212-U	0DJ000158	Р
VHS Player		VR8160	6VAR507489Y	l

# Surplus

				<u>-</u>
ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DVD Player		DVD-S35	VB3EE001264	J
Cassette Player		RD-667AV	21009172	1
Speakers, Head Set,Power Cables				,
Monitor	9045144	M781P	MX-0957VU-47801-11A-H2G0	ı
Monitor	9045120	M781P	MX-0957VU-47801-11A-H2FJ	1
Monitor	9045118	M781P	MX-0957VU-47801-11B-H18K	1
Monitor	9045184	M781P	MX-0957VU-47801-11B-H138	. 1
Computer	9045051	ММР	7P92C01	ı
Computer	9048283	MMP	9N92C01	I
Computer	9048317	ММР	6M92C01	I
Computer	9048323	ММР	2GV1C01	1
Tape Drive	9017890	IO2000Px	U7064191XR	ı
UPS		F6H350-USB-DL	2G05095989W5	l
Typewriter	9018567		ven.	Р
Filing Cabinet	9019307			P
Filing Cabinet	9019308			Р
Filing Cabinet	9019309			Р
Chairs (50)	<b> </b>			Р
Tape Recorder		RD-667AV		Р
VCR		VR8160		Р
DVD Player		DVD 535		Р
Shelves	****	L15-310		Р
Shelves		L15-310		Р
Shelves		L15-310		Р
Shelves		L15-310		P
Shelves	<b></b>	L15-310		P
Phone		Kx-T147		Р
Answering Machine		2530		I
Cassette Player		C102		I
Laptop	9053237	M6497	UV2161TYLLK	1
Laptop .	9056137	M5884	QT1101F1JBD	ı
Laptop	9047524	M5884	QT132011LBW	ı
Receiver	9031505	R-V1103	Y195198VX	l
UPS	9064609	ABCE500	5405081-0610024	ı
Monitor	9033794	S7T008	HDF1K7004292	
Computer	9033620	ACT	41848	

# Surplus

· ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Misc Electronics (2 Boxes)				I
File Cabinets (3)				P
Bookcases (2)				Р
Bookcase				Р
Refrigerator			=11=	Р
Typewriter				Р
Can Crusher (trade-in)	9060130	CC-10 EXT	5208-05	Р
Perforator (trade-in)	9055098	PERF-5	5086-04	P
Computer	9053415		43429	· I
Printer	9053431		MY1A01V08G	Р
Monitor	9053901		MX-04N736-47605-360-BH2B	Р

3.03.07 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 07/15/2009 Regular Meeting Category: 3. Consent Calendar

Agenda Type: Information Public Access: Yes

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# 3.03.07 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.

ANTHROPOLOGY: THE FOUR FIELDS

El Paso Community College (TX)

Term of Agreement: September 1, 2009 - August 31, 2010

ASTRONOMY: OBSERVATIONS AND THEORIES

Trine University (IN)

Term of Agreement: May 15, 2009 - December 31, 2009

CONCEPTS IN MARKETING

Tennessee Board of Regents Media Consortium (TN)

Term of Agreement: January 1, 2009 - December 31, 2009

Trine University (IN)

Term of Agreement: May 15, 2009 - December 31, 2009

CYCLES OF LIFE: EXPLORING BIOLOGY

Lakeland Community College (OH)

Term of Agreement: June 15, 2009 - August 9, 2009

Trine University (IN)

Term of Agreement: May 15, 2009 - December 31, 2009

FACES OF CULTURE - REVISED

Pima Community College (AZ)

Term of Agreement: September 1, 2009 - August 31, 2010

TRANSITIONS THROUGHOUT THE LIFE SPAN

Tulsa Community College (OK)

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

**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.

Authorization to Enter Standard Amendment to Standard Telecourse Agreements – Coastline Community College

Iowa Lakes Community College (IA)

# Authorization to Enter Standard Distribution Agreements – Coastline Community College

School Media Associates

Term of Agreement: July 16, 2009 - December 31, 2011

**Fiscal Impact:** No direct cost to the District. Projected revenue unknown, dependent upon sales generated by distribution partner.





Distribution.pdf Telecourses.pdf

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3.03.08 Approval of Clinical Contracts - Golden West College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action Public Access: Yes

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# 3.03.08 Approval of Clinical Contracts - Golden West College

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the 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. (Copies of agreements are attached to each Trustee's Agenda.)

#### NEW

UNIVERSITY OF PHOENIX

Nonstandard Affiliation Agreement (See Attachment # 3)

**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 (The District provides only Worker's Compensation insurance for field experience agreements). These District-provided insurance coverages are in effect while the student is on-site at the facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

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3.03.09 Approval of Clinical Contracts - Orange Coast College

Meeting: Category: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.03.09 Approval of Clinical Contracts - Orange Coast College

#### NEW

Huntington Beach Internal Medicine Group, Inc.

Newport Beach, CA

Term: July 16, 2009 to June 30, 2014.

Compensation: None

Mission Hospital-Camino Health Center

San Juan Capistrano

Term: July 16, 2009 to July 15, 2011

Compensation: None

Dr. Thuan Nguyen

Fountain Valley, CA

Term: July 16, 2009 to June 30, 2014.

Compensation: None

RENEWAL

Hoag Hospital Newport Beach, CA

Term: June 30, 2009 to June 29, 2014

Compensation: None

Memorial Care Health Services-Amendment

Huntington Beach, CA

Term: June 23, 2009 to June 30, 2010

Compensation: None

Standard Clinical Affiliation Agreement

Non-Standard Clinical Affiliation Agreement

(See Attachment #4)

Standard Clinical Affiliation Agreement

Non-Standard Clinical Affiliation Agreement

(See Attachment # 5)

Non-Standard Clinical Affiliation Agreement

(See Attachment # 6)









Hoag Hospital Agreement.pdf Mission Hospital-El Camino.pdf ATTHHE62.pdf Memorial Care Amendment.pdf

3.03.10 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Information

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Public Access: Yes

# 3.03.10 Authorization for Purchase of Institutional Memberships -**Coastline Community College**

#### RENEWAL

California Community Colleges Chief Instructional Officers (CCCIO) - July 1, 2009 — June 30, 2010 - \$300

Membership provides an instructional perspective on community college issues in California while forging a communication link among instructional administrators. Membership to be paid from College funds.

Garden Grove Chamber of Commerce - August 1, 2009 - July 31, 2010 - \$100 Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College and the Garden Grove Learning Center. Membership to be paid from College funds.

3.03.11 Authorization of Institutional Memberships - Golden West College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action Public Access: Yes

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# 3.03.11 Authorization of Institutional Memberships - Golden West College

#### RENEWAL

Recordings for the Blind – July 1, 2009 – June 30, 2010 - \$500. Provides CDs for books for students who are learning disabled or blind. To be paid from Disabled Student Program and Services funds.

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3.03.12 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.03.12 Authorization for Purchase of Institutional Memberships - Orange Coast College

#### RENEWAL

American College Dance Festival Association (ACDFA) - 2009-2010 - \$250

Membership facilitates student and faculty attendance at the ACDFA Regional Conference to be held in March, 2010.

California Community College Council for Staff and Organizational Development (4C/SD) - 2009-2010 - \$125

Membership affords a networking environment among Staff Development personnel within the state.

Honors Transfer Council of California (HTCC) - 2009-2010 - \$90

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues, expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students.

National Association of Student Financial Aid Administrators - 2009-2010 - \$2,599

Membership includes training and access to updates to federal regulations and best practices

National Collegiate Honors Council - 2010 - \$500

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues, expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students.

Western Regional Honors Council - 2009-2010 - \$50

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues, expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students.

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3.03.13 Authorization for Purchase of Institutional Memberships - District

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.03.13 Authorization for Purchase of Institutional Memberships - District

#### RENEWAL

Orange County School Boards Association (QCSBA) - July 1, 2009 —June 30, 2010 - \$125

Membership provides important information and Trustee representation at the county level.

Community College League of California Online Collective Bargaining Database - July 1, 2009 - June 30, 2010 - \$2,500

One year subscription service renewal to the Community College League of California (CCLC) for Collective Bargaining Database access. The subscription provides collective bargaining information for the Office of Human Resources.

Community College League of California (CCLC) Board Docs – July 1, 2009 – June 30, 2010 - \$9,000.00 Membership includes the opportunity to utilize BoardDocs at a pre-negotiated price. BoardDocs has been developed for school boards, local governments, and private and public boards to help alleviate the enormous task of assembling, printing, distributing and revising agenda items and policies.

CCCD Agenda 07/15/09

3.03.14 Authorization for Community Activities - Golden West College

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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# 3.03.14 Authorization for Community Activities - Golden West College

It is recommended that authorization be given for the following non-ADA generating Community Services activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Golden West College. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any applicable agreements.

The following not for credit programs will be offered by Community Services throughout Fall 2009 and Spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

### **Professional Experts**

ADVANCED HOLISTIC BODY THERAPIES PROGRAM I, 100.0 hours, July 16, 2009 to June 30, 2010. Presenter James Bechter to receive \$97.00 per participant, Presenter Robert Davis to receive \$73.00 per participant, Presenter Kathleen Mondello to receive \$49.00 per participant & Presenter Gretchen Thomas to receive \$73.00 per participant.

Participant Fee: \$596.00 and \$43.00 Material Fee. (P) First offered in 1999

# ADVANCED HOLISTIC BODY THERAPIES PROGRAM I INTERNSHIP,

program option of 25.0, 50.0, 75.0 or 100.0 hours, July 16, 2009 to June 30, 2010.

Presenter James Bechter to receive \$1.20 to \$1.30 per participant per hour (based upon participant selection of total hours selected.) Presenter Robert Davis to receive \$1.20 to \$1.30 per participant per hour (based upon participant selection of total hours selected.) Presenter Kathleen Mondello to receive \$1.20 to \$1.30 per participant per hour (based upon participant selection of total hours selected.) Presenter Gretchen Thomas to receive \$1.20 to \$1.30 per participant per hour (based upon participant selection of total hours selected.)

Participant Fee: \$70.00/25.0 hours, \$140.00/50.0 hours, \$210.00/75.0 hours and \$270.00/100 hours. (P) First offered in 2001.

HOLISTIC MASSAGE CERTIFICATE PROGRAM, 100.0 hours, July 16, 2009 to June 30, 2010. Presenter James Bechter to receive \$186.90 per participant and Presenter Kathleen Mondello to receive \$80.10 per participant.

Participant Fee: \$546.00 and \$40.00 Material Fee. (P) First offered in 1996.

HOLISTIC MASSAGE CERTIFICATE PROGRAM INTERNSHIP, program option of 25.0, 35.0, 65.0 or 100.0 hours, July 16, 2009 to June 30, 2010.

Presenter James Bechter to receive \$1.20 to \$1.30 per participant per hour (based upon participant selection of total hours selected.) Presenter Kathleen Mondello to receive \$1.07 to \$1.20 per participant, per hour (based upon participant selection of total hours selected.)

Participant Fee: \$70.00/25.0 hours, \$95.00/35.0 hours, \$175.00/65.0 hours and \$270.00/100 hours. (P) First offered in 1996.

CRYSTALS AND MINERALS IN MASSAGE AND FOR ABUNDANT LIVING, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Linda Eyman to receive \$27.00 per participant.

Participant Fee: \$62.00 and \$5.00 Material Fee. (P) First offered in 2005.

MERIDIAN EXERCISE, 10.0 hours, July 16, 2009 to June 30, 2010.

Presenter Reza Faraz to receive \$31.50 per participant.

Participant Fee: \$75.00. (P) First offered in 2004.

REVIEW FOR NATIONAL CERTIFICATION: FOR MASSAGE THERAPISTS/ BODYWORKERS, 15.0

hours, July 16, 2009 to June 30, 2010.

Presenter Kathy Flippin to receive \$70.00 per participant.

Participant Fee: \$154.00 and \$45.00 Material Fee. (P) First offered in 2005.

LIFE DRAWING WORKSHOP, 6.0 hours, July 15, 2009 to June 30, 2010.

Presenter Ed Foster to receive \$16.00 per participant.

Participant Fee: \$50.00. (P) New offering.

HOLISTIC AROMATHERAPY, 9.0 hours, July 16, 2009 to June 30, 2010.

Presenter Deborah Halvorson to receive \$34.00 per participant.

Participant Fee: \$78.00 and \$15.00 Material Fee. (P) First offered in 1993.

INTRODUCTION TO HEALING TOUCH, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Rumi Hashimoto to receive \$28.50 per participant.

Participant Fee: \$65.00 and \$5.00 Material Fee. (P) First offered in 2000.

CRANIOSACRAL THERAPY APPLICATION FOR WOMEN, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Jill K. Mabry to receive \$29.50 per participant.

Participant Fee: \$69.00 and \$18.00 Material Fee. (P) New offering.

CRANIOSACRAL THERAPY SHARE CARE, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Jill K. Mabry to receive \$29.50 per participant.

Participant Fee: \$69.00 and \$18.00 Material Fee. (P) New offering.

WARM STONE MASSAGE THERAPY, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Kathleen Mondello to receive \$45.50 per participant.

Participant Fee: \$99.00 and \$10.00 Material fee. (P) First offered in 2005.

T'AI CHI/QIGONG: MODIFIED YANG SHORT FORM, 12.0 hours, July 16 to June 30, 2009.

Presenter Diana Shakarian to receive \$37.00 per participant.

Participant Fee: \$86.00. (P) First offered in 2009.

ORNATE COILED BASKETRY, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Nadine Spier to receive \$27.00 per participant.

Participant Fee: \$62.00 and \$26.00 Material Fee. (P) First offered in 2008.

INTERMEDIATE BALLROOM DANCE, 16.0 hours, July 16, 2009 to June 30, 2010.

Presenter Joe Swallow to receive \$42.00 per participant.

Participant Fee: \$96.00. (P) First offered in 2005

INTRODUCTION TO SHIATSU, 15.0 hours, July 16, 2009 to June 30, 2010.

Presenter Gretchen Thomas to receive \$55.00 per participant.

Participant Fee: \$119.00 and \$5.00 Material Fee. (P) First offered in 2005.

BASIC HOME REPAIR, 12.0 hours, July 16, 2009 to June 30, 2010.

Presenter Sigrid Wolf to receive \$40.00 per participant.

Participant Fee: \$97.00. (P) New offering.

#### Independent Contractors

RETIREMENT UNLIMITED, 9.0 hours, July 16, 2009 to June 30, 2010.

Presenter Calvin Garvin waives fee.

Participant Fee: \$59.00. First offered in 2005.

ADVANCED MEDICAL INSURANCE BILLING, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Kris G. Patterson to receive \$39.50 per participant.

Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006.

INTRODUCTION TO MEDICAL INSURANCE BILLING, 12.0 hours, July 16, 2009 to June 30, 2010.

Presenter Kris G. Patterson to receive \$56.00 per participant.

Participant Fee: \$123.00 and \$69.00 Material Fee. (P) First offered in 2005.

START A MEDICAL BILLING SERVICE, 2.5 hours, July 16, 2009 to June 30, 2010.

Presenter Kris G. Patterson to receive \$28.50 per participant.

Participant Fee: \$65.00 and \$29.00 Material Fee. (P) New offering.

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Kris G. Patterson to receive \$39.50 per participant.

Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006.

ADVANCED PICTURE FRAMING, 5.5 hours, July 16, 2009 to June 30, 2010.

Presenter Susan Unoura to receive \$24.00 per participant.

Participant Fee: \$56.00 and \$45.00 Material fee. (P) First offered in 2005.

#### **Revisions to Previous Board Action**

AEROBICS FOR SENIORS: BODY SHAPE UP - PART I, 12.0 hours, July 16, 2009 to June 30, 2010.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$34.00 with Gold Key Card and \$40.00 without Gold Key Card (F).

Revision to previous Board action of 5/6/09 to change hours and fee.

AEROBICS FOR SENIORS: BODY SHAPE UP - PART II, 12.0 hours, July 16, 2009 to June 30, 2010.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$34.00 with Gold Key Card and \$40.00 without Gold Key Card (F).

Revision to previous Board action of 5/6/09 to change hours and fee.

CIRCUIT WEIGHT TRAINING FOR SENIORS, 12.0 hours, July 16, 2009 to June 30, 2010.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$29.00 with Gold Key Card and \$35.00 without Gold Key Card (F).

Revision to previous Board action of 5/6/09 to change hours and fee.

MUSICAL THEATER WORKSHOP (AGES 8-14), 6.0 hours, July 16, 2009 to June 30, 2010.

Presenters Robert Conrad and Acting Express Productions Staff to receive \$33.00 per participant.

Participant Fee: \$77.00 and \$5.00 Material Fee. (P)

Revision to previous Board action of 5/6/09 to change hours and fee.

INTRODUCTION TO HERBALISM, 6.0 hours, July 16, 2009 to June 30, 2010.

Presenter Deborah Halvorson to receive \$26.00 per participant.

Participant Fee: \$65.00 and \$10 Material Fee. (P)

Revision to previous Board action of 5/6/09 to add material fee.

HATHA YOGA, 18.0 hours, July 16, 2009 to June 30, 2010.

Presenter Nanc Hemp to receive \$51.00 per participant.

Participant Fee: \$114.00 (P)

Revision to previous Board action of 5/6/09 to change hours and fee.

SAT PREP SEMINAR, 26.5 hours, July 16, 2009 to June 30, 2010.

Presenter Ivy West Educational Services to receive \$200.00 per participant.

Participant Fee: \$255.00. (P)

Revision to previous Board action of 5/6/09 to change hours.

HATHA YOGA, 13.5 hours, July 16, 2009 to June 30, 2010. Presenter Diane Pavesic to receive \$37.00 per participant.

Participant Fee: \$86.00 (P)

Revision to previous Board action of 5/6/09 to change hours and fee.

PILATES, 8.0 hours, July 16, 2009 to June 30, 2010. Presenter Holly Salazar to receive \$24.00 per participant. Participant Fee: \$65.00. (P) First offered in 1995

Revision to previous Board action of 5/6/09 to change presenter.

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3.03.15 Authorization for Community Activities - Orange Coast College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 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 July 16, 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.

#### **PROFESSIONAL EXPERTS**

INTRODUCTION TO CHEMISTRY (Chemistry A110), 126 hours of instruction. Presenters: John Michael Laux. Classes will be held at Orange Coast College. Instructor to be paid \$72.00 per hour instructional rate. (F).

FUNDAMENTALS OF COMPOSITION (English A099), 72 hours of instruction. Presenters: Kelly Lopes. Classes will be held at Orange Coast College. Instructor to be paid \$63.77 per hour instructional rate. (F).

#### REVISION TO PREVIOUS BOARD ACTION

FASHION WEEK – DESIGN & INSPIRATION, Add Presenter: Kyla Benson. Compensation equals 75% of the number of participants registered times the program fee minus direct costs/administration fee. Fashion Department to receive a portion of net proceeds. (P) (Prior Board approval 5/6/09)

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3.03.16 Sailing Program - Orange Coast College

Meeting:

07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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## 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 July 15, 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.

#### **PROFESSIONAL EXPERT**

Professional Expert: Edward Valentine Lyon, Jr.

Professional Services: 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: \$15.00/hr

Funding Source: To be paid an amount not to exceed \$2,000 from Sailing Center Funds.

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

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# 3.04 PERSONNEL ITEMS



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#### 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>	Effective Date
Brandon, William	CCC	Military Prog Course Asst 1	Prob Separation	06/26/09
Dorman, Angela	OCC	Stud Fin Aid Acct Fisc Spec	39 mo Separation	06/15/09
Chaves, Sindy	GWC	Lab Inst Asst-Chemistry	Resignation	08/14/09

#### 3.04.02 Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be give for the following changes for academic personnel:

#### Revision to Previous Board action

Camp, Roger, GWC, Instructor, Photography, cancel Pre Retirement Reduced Load Option effective 08/31/09.

#### 3.04.03 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>	From Col/Step	To Col/Step		
÷ '					
Ramm Engle, Martha	GWC	IV 09	V 10		

# 3.04.04 Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<b>Effective</b>
Bach, Bebe	OCC	HR Specialist	Div/Area Office Coor	07/16/09
Braḥmbhatt, Niharika	OCC	Accounting Asst II	Accounting Assistant III	07/16/09
DeNunno, Maria	OCC	Accounting Asst III	Accounting Technician	07/16/09
Fonseca, Angelina	CCC	Staff Assistant Senior	Military/Contract Education	07/16/09 -
,			Specialist*	06/30/10
Le, Jenny	CCC	Military/Contract Education	Military/Contract Education	07/16/09 -
		Technician I	Technician, Intermediate*	06/30/10
Martinez, Tannia	CCC	Military/Contract Education	Military/Contract Education	07/16/09 -
•		Technician I	Technician, Intermediate*	06/30/10
Nguyen, Kimlan	CCC	Military/Contract Education	Military/Contract Education	07/16/09 -
		Technician I	Technician, Intermediate*	06/30/10
Tran, Tuongvan	occ	Accounting Technician	Accounting Specialist	07/16/09

<sup>\*</sup>This position may be extended, modified or eliminated based on changes from the funding source.

## 3.04.05 Authorization for Changes in Salary Schedules

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

#### Classified

Classification	<u>Range</u>	<u>Changes</u>
Counseling Records Assistant	E-45	Add to salary schedule effective 07/16/09

#### 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:

#### Permanent Schedule Change

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	Start Dt	<u>Plcmt</u>
Altobelli, Anthony	occ	Sports Info/Mrkt Asst	Regular	Fluctuating		E-52-04*
Bright, Daniel	OCC	Athletic Trainer	Regular	Fluctuating	07/01/08	E-55-05*
Durand, Evonne	OCC	Athletic Trainer	Regular	Fluctuating	07/01/08	E-55-05*

<sup>\*3%</sup> shift differential.

#### Temporary Schedule Changes and On Call Hours Over Contract

<u>Name</u> Aguillon, Jessica	Loc OCC	<u>Title</u> Child Care Cntr Asst	<u>From</u> 56.25%	<u>To</u> HOC	<u>Start Dt</u> 07/01/09	End Dt 06/30/10
Conlisk, Karen	ccc	Military/Contract Ed Staff Aide*	62.5%	100%	07/01/09	06/30/10
Tran, Celicia	CCC	Instructional Aide – General	50%	HOC	07/01/09	06/30/10

<sup>\*</sup>This position may be extended, modified or eliminated based on changes from the funding.

#### 3.04.07 Authorization for Professional Experts

#### Professional Experts over \$10,000.00

<u>Hardin, Eric</u>, CCC, to serve as 3d Artist for various projects throughout Instructional Systems Development, for the period 07/16/09 to 09/30/09, to be paid \$40.00 per hour/ 8 hours per day/5 days per week by timecard with total compensation NTE \$18,750.00.

Kochanski, Jennifer, DIST, to perform work related to the CTE Collaborative Grant Projects, for the period 07/16/09 to 06/30/10, to be paid \$28.00 per hour/20 hours per week by timecard with total compensation NTE \$27,000.00.

Nign. Tim Ray, CCC, to serve as a Graphic Designer and Programmer for the Foundation Hewlett Grant Project, for the period 07/16/09 to 09/30/09, to be paid \$45.00 per hour, 8 hours per day, 5 days per week by timecard with total compensation NTE \$21,300.00.

Sass. Erika M., CCC, to serve as 2D/3D Artist for Multimedia Language course, Foundation Hewlett Grant Project, for the period 07/16/09 to 09/30/09, to be paid \$38.00 per hour, 8 hours per day, 5 days per week by timecard with total compensation NTE \$18,000.00.

<u>Vierstra, Donald W.</u>, CCC, to create digital graphic designs for various projects throughout Instructional Systems Development, for the period 07/16/09 to 09/30/09, to be paid \$35.00 per hour, 8 days per week, 5 days per week by timecard with total compensation NTE \$16,500.00.

#### Other Professional Experts

<u>Harnack, John R.</u>, OCC, to perform work for the Tech Prep Regional Coordination Grant, for the period 06/18/09 to 06/30/09, to be paid \$20.83 per hour, NTE 48 hours paid by timecard with total compensation NTE \$1,000.00.

<u>Johnston</u>, <u>Christopher</u>, GWC, to provide consultation and repair of Foundation database, for the period 07/16/09 to 06/30/10, to be paid \$20.83 per hour, NTE 48 hours to be paid by timecard with total compensation NTE \$1,000.00.

<u>Kochanski, Jennifer</u>, DIST, to perform work for the CTE Community Collaborative Grant Externship Program, for the period 05/21/09 to 06/30/09, to be paid \$28.00 per hour, NTE 54 hours to be paid by timecard with total compensation NTE \$1,500.00.

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar

Category: 3. Consent Calendar Agenda Type: Information Public Access: Yes

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# 3.05 ADDITIONAL PERSONNEL ITEMS

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3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: Category: 07/15/2009 Regular Meeting

Agenda Type: Action (Consent)

3. Consent Calendar

Public Access: Yes

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# 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

<u>Denise Cusano Instructional Design, Inc.</u> to provide instructional design, development, and training services for Chevron Products Company and Coastline's Process Technology Program, including but not limited to: analysis, \$7,740; design, \$3,749; development, \$24,000; implementation, \$3,750; evaluation, \$12,000; equipment field work and workshop, \$12,900; systems field work and workshop, \$12,900; July 16, 2009 – January 31, 2010, for a fee NTE \$78,720 to be paid from funds received in support of this project.

#### UNDER \$10,000

Anderson, Betty to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 4 scripts @ \$75/script NTE \$300, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Benner, Diane to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 4 scripts @ \$75/script NTE \$300, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Bower, Keith</u> to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 4 scripts @ \$75/script NTE \$300, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Carlton, Matthew</u> to serve as a content advisor reviewing scripts for video lessons @ \$30/hr. for the new Statistics telecourses NTE \$5,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Collings, Bruce</u> to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 2 scripts @ \$75/script NTE \$150, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Collings, Patti B. to serve as a content advisor reviewing scripts for video lessons @ \$30/hr. for the new Statistics telecourses NTE \$5,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

McGaughey, Karen to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 4 scripts @ \$75/script NTE \$300, July 16, 2009 –

June 30, 2010, to be paid by funds received in support of this project.

Mortlock, Mary to serve as a content advisor reviewing scripts for video lessons @ \$30/hr. for the new Statistics telecourses NTE \$5,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Mowers, Kathy to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 2 scripts @ \$75/script NTE \$150, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Myers, Linda to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 4 scripts @ \$75/script NTE \$300, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Raymond, Robert to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 2 scripts @ \$75/script NTE \$150, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Starnes, Daren to serve as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review 6 scripts @ \$75/script NTE \$450, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Altamura, Robert to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 6 lessons @ \$750/lesson NTE \$4,500, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Erski, Theodore to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 3 lessons @ \$750/lesson NTE \$2,250, July 16, 2009, — June 30, 2010, to be paid by funds received in support of this project.

<u>Falero, Roberto</u> to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 3 lessons @ \$750/lesson NTE \$2,250, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Gibson, Gail to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 4 lessons @ \$750/lesson NTE \$3,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Kuespert, Jonathan</u> to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 2 lessons @ \$750/lesson NTE \$1,500, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

McClinton, James to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 3 lessons @ \$750/lesson NTE \$2,250, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Mraz, Joseph to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 5 lessons @ \$750/lesson NTE \$3,750, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Muza, Jay to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 5 lessons @ \$750/lesson NTE \$3,750, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Neves, Douglas S. to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 3 lessons @ \$750/lesson NTE \$2,250, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Randall, Kathy Ann</u> to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 3 lessons @ \$750/lesson NTE \$2,250, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Schultz, Richard to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 4 lessons @ \$750/lesson NTE \$3,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Walker, William to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 4 lessons @ \$750/lesson NTE \$3,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Brown, James H. to serve as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to review 4 lessons @ \$750/lesson NTE \$3,000, July 16, 2009 – June 30, 2010, to be paid by funds received in support of this project.

<u>Rickner, Donald L., Ph.D.</u>, of The Magellan Group, to facilitate a training session at Coastline's Foundation Board of Director's Annual Planning Meeting, July 31, 2009, for a fee NTE \$1,000 to be paid by Foundation funds.

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3.05.02 Authorization for Independent Contractors - Golden West College

Meeting:

07/15/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action
Public Access: Yes

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# 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

<u>Digital Quality Media, Inc.</u> to provide P.O.S.T. film output and DVD duplication, July 1, 2009 – June 30, 2010. To be paid as invoiced monthly, NTE \$40,000 from New Media Center Auxiliary funds.

<u>Digital Outpost</u> to administer preproduction development for interactive training DVD, August 12, 2009 – October 19, 2009. To be paid \$10,136 at the completion of each of three phases, NTE \$30,410, paid from OC Probation Department funds.

<u>Ballet Repertory Theater</u> to present dance/ballet concerts, September 1, 2009 – June 30, 2010. To be paid 50% of gross ticket sales per concert.

#### UNDER \$10,000

Breen, Jim to provide production of Criminal Justice 10-minute video, two 30-second cable spots, and distribution, July 16 -- October 1, 2009. To be paid a one time fee NTE \$1,500 upon completion from income generated from CA P.O.S.T. contract.

Hunt, Wesley to provide sound editing and processing for GWC Theater Performance/ Department, July 16, 2009 – Jun 30, 2010. To be paid a one time fee NTE \$1,200 upon completion from Theater income.

<u>DePontee</u>, Fred to provide lighting design services for GWC Theater Performance/Department, July 16, 2009 – June 30, 2010. To be paid a one time fee NTE \$1,200 upon completion from Theater income.

Mumm, Robert to provide lighting design services for GWC Theater Performance/Department, July 16, 2009 – June 30, 2010. To be paid a one time fee NTE \$1,200 upon completion from Theater income.

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3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting:

07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 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.

UNDER \$10,000

Accent Industries, Inc. to install a shade screen for the OCC Early Childhood Lab School's Pre-K yard during the period July 16, 2009, through August 30, 2009, to be paid a one-time flat fee amount NTE \$1,200 upon submission of invoice for services rendered from Lab School funds. Prior to authorizing these services, the District will obtain competitive price quotes.

<u>Beachwood Construction</u> to perform facility and playground improvements, repair, and small projects as needed for the OCC Early Childhood Lab School from July 17, 2009, through June 30, 2010, to be paid an amount NTE \$10,000 paid upon submission of invoices for services rendered from Lab School funds. Prior to authorizing these services, the District will obtain competitive price quotes.

Big Mike Electric for the purpose of providing repair to and installation of electrical equipment to Sailing Center facilities, docks and boats during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds. Prior to authorizing these services, the District will obtain competitive price quotes. If selected to perform these services, this contractor will send an invoice to the District based on the agreed-upon price.

Blinn and Young to install a tension shade structure in the Younger Preschool Yard at the OCC Early Childhood Lab School between July 16, 2009, and September 30, 2009, to be paid a one-time flat fee amount NTE \$6,850 upon submission of invoice for services rendered from Lab School funds. Prior to authorizing these services, the District will obtain competitive price quotes.

<u>Donn Kaylor Yachts & Workboats</u> to provide services to convert "Wide Waters" to USCG Certified Small Passenger Vessel during the fiscal year July 1, 2009 – June 30, 2010, to be paid at a rate of \$59.15 per hour plus expenses. Total amount NTE \$10,000 from Sailing Center Funds. Prior to authorizing these services, the District will obtain competitive price quotes. If selected to perform these services, this contractor will send an invoice to the District based on the agreed-upon price.

Evaluation and Training Institute (ETI) to perform assessment and evaluation services for the Industry Driven Regional Collaborative (IDRC) grant under existing contract, July 1, 2009, through September 30, 2009. Single lump sum payment of \$3,250 to be paid after September 30, 2009, and on completion of work, to be paid from Industry Driven Regional Collaborative (IDRC) Solar project funds.

<u>Johnson</u>, <u>Holly</u> to serve as guest artist for a master class in dance on October 28, 2009, to be paid a flat one-time fee of \$350 from ASOCC funds upon completion of work and submission of invoice for services rendered.

Lewco Electric to provide repair and maintenance services for Sailing Center engines during the fiscal

year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,500 from Sailing Center funds. Prior to authorizing these services, the District will obtain competitive price quotes. If selected to perform these services, this contractor will send an invoice to the District based on the agreed-upon price.

Rapsody in Taps to serve as guest artists for the OCC Faculty Dance Concert on October 30, 2009, to be paid a flat one-time fee of \$1,500 from ASOCC funds upon completion of work and submission of invoice.

<u>Sanders, Phillip</u> to serve as fall Distinguished Speaker on the OCC campus on October 21-22, 2009, to give a presentation about the history of printmaking, the collaborative process, and how art can affect community development and education, to be paid a flat fee NTE \$3,000 from Staff Development Visiting Scholar Ancillary Foundation funds upon completion of work and submission of an invoice.

Stivers & Associates, Inc. to serve as the main presenter at the "Resource Efficient Landscaping-A Primer" Sustainability Workshop at OCC on August 1, 2009. Contract begins on July 16, 2009, and ends August 8, 2009. Unit rate is \$900, NTE \$900 to be paid in full after the event takes place on July 25, 2009. Funds to be paid from the Industry-Driven Regional Collaborative (IDRC) Solar grant.

<u>Verve Solar Consulting</u> to serve as the main presenter at the "Solar Careers and Opportunities" Sustainability Workshop at OCC on July 25, 2009. Contract begins on July 16, 2009, and ends August 8, 2009. Unit rate is \$900, NTE \$900 to be paid in full after the event takes place on July 25, 2009. Funds to be paid from the Industry-Driven Regional Collaborative (IDRC) Solar grant.

<u>Warner Boat Sales South</u> for the purpose of repair and maintenance of outboard engines during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,500 from Sailing Center funds. Prior to authorizing these services, the District will obtain competitive price quotes. If selected to perform these services, this contractor will send an invoice to the District based on the agreed-upon price.

<u>Fishmax, Com LLC</u> to service, maintain, and supply the Lab School aquarium on a monthly basis from July 1, 2009, to June 30, 2010, to be paid an amount NTE \$1,200 from Lab School general funds upon submission of monthly invoices for services rendered. Prior to authorizing these services, the District will obtain competitive price quotes. <u>Revision to Previous Board Action</u> to change funding source. Previous Board approval 5/20/09.

Rancho Vista Landscaping, Inc. to perform monthly front landscape and garden maintenance for OCC Early Childhood Lab School between July 1, 2009, through June 30, 2010, to be paid an amount NTE \$4,500 from Lab School general funds upon submission of monthly invoices for services rendered. Prior to authorizing these services, the District will obtain competitive price quotes. Revision to Previous Board Action to change funding source. Previous Board approval 5/20/09.

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3.05.04 Authorization for Off Campus Assignments - Orange Coast College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.05.04 Authorization for Off Campus Assignments - Orange Coast College

Martinez, Carla, Coordinator of Student Leadership, to serve as Communications Officer for the California Community Colleges Student Affairs Association from July, 2009, through July, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set. All expenses to be paid by sponsoring organization or personal funds.

<u>Mueller, Kathryn</u>, Dean, Student Services, to serve as a representative on the National Association of Student Personnel Administrators (NASPA) Community College Board 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.

<u>Mueller, Kathryn</u>, Dean, Student Services, to serve as a committee member and event organizer for the annual Western Regional Careers in Student Affairs Day 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.

<u>Mueller, Kathryn</u>, Dean, Student Services, to serve as programs co-chair for the annual National Association of Student Personnel Administrators (NASPA) Regional Conference 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.

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## 3.05.05 Authorization for Professional Development Program

Meeting:

07/15/2009 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Action (Consent)
Public Access: Yes

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# 3.05.05 Authorization for Professional Development Program

## **OPTION I - TUITION, BOOKS, AND FEES:**

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Lowe, Joanna Purchasing Clerk DIST	PRX 330- Public Sector Procurement CSUDH	04/07-06/30/09	\$700.00
James, Teresa Staff Aide CCC	IDT 530- Tech Instruction IDT 535- Instructional Strategies CSU Fullerton	04/27-08/08/09	\$1,243.00
Coker, Paula Foundation Assistant CCC	MGT 415- Group Behavior in Organizations Ashford University	06/09-07/13/09	\$787.12
Graves, Ashley Military Ed. Tech CCC	HIST 11- Modern America POLSC 1- Intro to Gov. LBCC	06/01-07/31/09 06/15-07/24/09	\$373.00
Lopez, Rachelle Staff Aide/Student Service CCC	EDP 520- Research Methods in Ed. CSULB	07/13-08/21/09	<b>\$921.00</b>
Lopez, Rachelle Staff Aide/Student Service CCC	COUN 549- Mgmt Student Dev. in Higher Ed. COUN 552- Intro to Community College COUN 555- Cross-Cultural Counseling COUN 638- Group Counseling COUN 643B- Student Dev. in Higher Ed FW CSULB	08/31-12/11/09	\$3,000.00
OPTION II SALARY DIFFERENTIAL:		a Salah Caramatan San Caramatan da arab da panggan arab da salah da salah da salah da salah da salah da salah d	Elle Sold Amerika (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1 Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa (1994), Andréa Andréa (1994), Andréa (
enter at et alvateat un kanet enterprise propriet en en alle en tra trasse account acces Name o artiste (100 a.m. en alvat per accest en accest accest accest accest accest accest accest accest accest acces	Course/Seminar	Date	Amount
Roddavong-Jamie, Ammone IS Technician, DIST	Cisco Certificate Networking Administrator	06/08/09-12/2010	1.50% Differential

VOCATIONAL/TECH EDUCATION			
Name	Course/Seminar	Date	Amount
Sanchez, Raul	CCNA Security Cisco	06/15-07/12/09	\$250.00
IT Tech II	Networking		
OCC	Academy/CREATE		
	n a mai i sel i laintoni in el poli regi i località delle estenzi estenzi especia e l'espeli perio. L	en in der	gane, and and sixtures and an exemple print a stroke has transcribed the six

Crolling Mill Leginian in Ergelen at Crofes (21)

3.06 FINANCIAL APPROVALS

Meeting:

Meeting: 07/15/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

licerati lisie spinisi:

3.06 Financial Approvals

3.06.01 Approval of Purchase Orders

Meeting:

07/15/2009 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Action (Consent).
Public Access: Yes

usaice les conce

# 3.06.01 Approval of Purchase Orders



PO			OBJECT	
NUM	NAME OF VENDOR	SITE	CODE	AMOUNT
P0316618	Coast Community College Dist.	DIS	5480	12,000,000.00
P0316630	Open PO for medical claims PacifiCare of California	DIC	E 470	7 000 000 00
1 03 10030	Open PO for medical premiums	DIS	5472	7,000,000.00
P0316628	Medco Health Solutions Inc	DIS	5480	6,100,000.00
	Open PO for medical prescription claims	<i>D</i> 10	0400	0,100,000.00
P0316498	Alpha Mechanical Heating & Air Conditioning	OCC-GB	6254	4,548,000.00
	OCC ABC Bldg Bid #1965 Category R-			.,,
	HVAC/Plumbing (GOB) Board Date: 05/06/09			
P0316627	Kaiser Permanente	DIS	5472	3,400,000.00
	Open PO for medical premiums			. ,
P0316495	Bergelectric Corp	OCC-GB	6254	3,310,000.00
	OCC ABC Bldg Bid #1965 Category T-			
	Electrical/Fire/Alarm/Low Voltage Systems			
D0246640	(GOB) Board Date: 05/06/09	DIO	E400	0.045.000.00
P0316619	ACSIG Dental / Edge Open PO for dental claims and admin fees	DIS	5480	3,045,000.00
P0316528	Richard & Richard Construction Co Inc	OCC-GB	6054	2 669 000 00
1 03 10020	OCC ABC Bldg Bid #1965 Category J-	OCC-GD	6254	2,668,000.00
	Drywail/Plaster/Framing/Fireproofing/Doors/Hard		•	
	ware (GOB) Board Date: 05/20/09			,
P0316503	Heinaman Contract Glazing	OCC-GB	6254	2,380,780.00
	OCC ABC Bldg Bid #1965 Category I-Glass &			_,,
	Glazing (GOB) Board Date: 05/20/09			
P0316994	Keenan & Associates	DIS	5472	2,112,992.00
	Open PO for Protected Insurance Program for			
	School (PIPS)			
P0316515	ISEC	OCC-GB	6254	1,395,402.00
	OCC ABC Bldg Bid #1965 Category F- Finish			
	Carpentry/Lab Furnishings and Equipment (GOB) Board Date: 05/06/09			
P0316633	Reliastar Life Insurance Co	DIS	5481	1,000,000.00
. 00 10000	Open PO for reinsurance premiums	DIO	3401	1,000,000.00
P0316632	Reliastar Life Insurance Co	DIS	5472	995,000.00
•	Open PO for life insurance premiums			,
P0316993	Keenan & Associates	DIS	5472	750,310.00
	Open PO for property and liability coverage			
	renewal			
P0316690	SCS Flooring Systems	OCC-GB	6254	620,000.00
•	OCC ABC Bldg #Bid 1965 Category M-Flooring			
50010500	(GOB) Board Date: 05/20/09			
P0316500	Industrial Masonry Inc	OCC-GB	6254	588,400.00
	OCC ABC Bldg Bid #1965 Category D- Masonry			
P0316615	(GOB) Board Date: 05/06/09 Follett Higher Education Group Inc #1094	occ	7601	550 000 00
1 00 100 10	Open PO EOPS students books and supplies	000	7001	550,000.00
	- paris a man a standard poorto dila adphilea			

	P0316501	RVH Constructors Inc	DIS-GB	6254	509,800.00
		OCC ABC Bldg Bid 1965 Category O- Project			
		Specialties/Toilet Partitions/Signage (GOB)			
	D0040004	Board Date: 05/20/09	DIO	£470	400.000.00
	P0316631	Reliastar Life Insurance Co	DIS	5472	490,000.00
		Open PO for long term disability premiums			
	P0316497	Mitsubishi Electric & Electronics USA Inc	OCC-GB	6254	480,000.00
		OCC ABC Bldg Bid #1965 Category P- Elevators			•
	•	(GOB) Board Date: 05/06/09			
	P0316514	Elljay Acoustics Inc	OCC-GB	6254	454,470.00
		OCC ABC Bldg Bid #1965 Ctgry L- Acoustical			
		Ceilings (GOB) Board Date: 05/20/09			
	P0316635	Vision Service Plan	DIS	5480	400,000.00
		Open PO for premiums for VSP claims			
	P0316496	Industry Coatings	OCC-GB	6254	392,945.00
		OCC ABC Bldg Bid #1965 Category N- Painting			
		(GOB) Board Date: 05/20/09			
	P0316527	Cosco Fire Protection Inc	OCC-GB	6254	372,477.00
		OCC ABC Bldg Bid #1965 Category Q- Fire	,		
		Protection (GOB) Board Date: 05/20/09			
i	P0316502	Best Contracting Services Inc	OCC-GB	6254	354,453.00
		OCC ABC Bldg Bid #1965 Category G-Roofing &	· .		,
		Waterproofing (GOB) Board Date: 05/20/09			
	P0316623	Delta Health Systems	DIS	5891	338,000.00
		Open PO for administrative fees			·
-	P0316499	Best Contracting Services Inc	OCC-GB	6254	310,000.00
		OCC ABC Bldg Bid #1965 Category H-Sheet			,
		Metal (GOB) Board Date: 05/06/09			
	P0316621	Blue Cross	DIS	5891	265,000.00
		Open PO for medical administrative fees			·
]	P0316529	DMA Greencare Contracting Inc	DIS-GB	6254	254,849.00
		OCC ABC Building Bid #1965 Category B-			-
		Landscape/Irrigation (GOB) Board Date:			
		05/20/09			
	P0316657	North OC Comm College District	DIS	5899	203,512.00
	•	Open PO for on-line service for Voyager library			
		circulation and catalog system			
	P0316995	Student Insurance	DIS	5472	189,329.00
		Open PO for insurance premiums for students			
		and athletes		•	
1	P0316685	Precision Floor Covering	OCC-GB	6254	156,245.16
		OCC ABC Bldg Bid #1965 Category K-Ceramic			•
		Tile (GOB) Board Date: 05/20/09			
	P0316788	Southern Counties Oil Co	TRANS	4676	145,000.00
		Open PO for vehicle fuel District wide		· · · · ·	<b>,</b>
	P0316743	OC Auditor-Controller	occ	5746	144,000.00
	· •	Open PO for parking violation citations		· · · · <del>·</del>	· -,
ļ	P0316531	Blackboard Inc	DIS	5638	137,100.00
		•		· <del>-</del>	,

Vista On-line Learning System   P0316530   Memorial Prompt Care Medical Group   CCC   5899   135,000.00   P7 09-10 Student Health Services   DIS   5472   110,000.00   CDC   CDC   P0 for life Insurance Co   DIS   CCC   5831   80,000.00   CDC   C		Service maintenance agreement for Blackboard			
P0316625   First Colony Life Insurance Co	P0316530	Vista On-line Learning System  Memorial Prompt Care Medical Group	000	E000	405 000 00
P0316825   First Colony Life Insurance Co Open PO for life insurance premiums   P0316887   Postmaster   Rolling of class schedule & catalog	1 00 10000	•	CCC	2699	135,000.00
Open PO for life insurance premiums	P0316625		DIS	5472	110.000.00
Mailing of class schedule & catalog					,
P0316776	P0316587		CCC	5831	80,000.00
Open purchase order for postage funds.	D0246776			7004	
P0316617	P0310770		GWC	5831	80,000.00
Premiums for Employee Assistance Program   Marsh Risk & Insurance Svcs   Open PO for insurance premiums   Open PO for insurance premiums   Open PO for insurance consulting fees   Open PO for insurance consulting fees   Open PO for or Svarice Plan   Open PO for VSP Administrative fees   OCC   5831   55,000.00   Open PO for VSP Administrative fees   OCC   5831   55,000.00   Open PO for VSP Administrative fees   OCC   5831   55,000.00   Open PO for charter bus services,   Open PO for electricity at One-Stop.   Open PO for electricity at One-Stop.   Open PO for campus custodial supplies   Open PO for open PO for electricity at One-Stop.   Open PO for open PO for electricity at One-Stop.   Open PO for open PO for electricity at One-Stop.   Open PO for open PO for electricity at One-Stop.   Open PO for open PO for electricity at One-Stop.   Open PO for open PO for open PO for electricity at One-Stop.   Open PO for open PO for open PO for electricity at One-Stop.   Open PO for ope	P0316617		DIS	5801	67 000 00
P0316965			2.0	0001	07,000.00
Open PO for insurance premiums.	P0316965	· · ·	DIS	5472	65,466.00
Open PO for insurance consulting fees		•			,
P0316634   Vision Service Plan	P0316626		DIS	5892	55,000.00
Open PO for VSP Administrative fees					
P0316801         Postmaster FY 09/10 class schedules postage         OCC         5831         55,000.00           P0316789         Certified Transportation Serv Open PO for charter bus services.         TRANS         5857         50,000.00           P0316963         Strata Information Group Professional services for Voyager software- Board Date: 06/17/09         DIS         5899         50,000.00           P0316962         Southern Calif Edison Co Open PO for electricity at One-Stop.         CCC         5516         45,000.00           P0316666         Unisource Worldwide Inc Open PO for campus custodial supplies         OCC         4312         40,000.00           P0316677         Postmaster Open PO for postage funds         GWC         5831         40,000.00           P0316650         Neo Networking Inc Open PO for remote monitoring between Coastline and NEO Networking Inc Open PO for remote monitoring between Coastline and NEO Networking Inc DOPS Student Bus Passes         OCC         7601         35,000.00           P0316794         EBSCO Subscription Library Serials         OCC         5306         34,512.00           P0316658         Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course         CCC         5899         25,000.00           P0316659         James Jackson Productions Inc Production services for telecourses.         CCC         5899         <	P0316634		DIS	5891	55,000.00
P0316789   Certified Transportation Serv	D0040004	•			
P0316789   Certified Transportation Serv	P0316801		OCC	5831	55,000.00
Open PO for charter bus services.	D0216700		TDANO	5057	50.000.00
P0316963   Strata Information Group   Professional services for Voyager software-Board Date: 06/17/09   P0316962   Southern Calif Edison Co   CCC   5516   45,000.00   Open PO for electricity at One-Stop.   OCC   4312   40,000.00   Open PO for campus custodial supplies   OCC   4312   40,000.00   Open PO for campus custodial supplies   OCC   4312   40,000.00   Open PO for campus custodial supplies   OCC   4312   40,000.00   Open PO for postage funds   Open PO for postage funds   Open PO for postage funds   Open PO for remote monitoring between   Open PO for remote monitoring between   Open PO for remote monitoring between   Occ   Occ	F0310709	·	IRANS	5857	50,000.00
Professional services for Voyager software-Board Date: 06/17/09	P0316963		DIS	5800	50,000,00
Board Date: 06/17/09   Southern Calif Edison Co	. 55.5555		DIO	3099	50,000.00
Open PO for electricity at One-Stop.					
Open PO for electricity at One-Stop.	P0316962		CCC	5516	45.000.00
P0316667   Unisource Worldwide Inc					,0,000.00
P0316667   Unisource Worldwide Inc	P0316666	Unisource Worldwide Inc	occ	4312	40,000.00
Campus general custodial supplies   P0316775   Postmaster   Open PO for postage funds					•
P0316775         Postmaster Open PO for postage funds         GWC         5831         40,000.00           P0316650         Neo Networking Inc Open PO for remote monitoring between Coastline and NEO Networking Inc         CCC         5899         36,000.00           P0316616         OCC Ancillary#1000-247500-8070 OCC         OCC         7601         35,000.00           EOPS Student Bus Passes         OCC         5306         34,512.00           Library Serials         OCC         6301         30,907.00           P0316793         Gale Group Library Books         OCC         6301         30,907.00           P0316658         Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course         CCC         5899         25,000.00           P0316659         James Jackson Productions Inc Production services for telecourses.         CCC         5899         25,000.00	P0316667		OCC	4312	40,000.00
Open PO for postage funds P0316650 Neo Networking Inc Open PO for remote monitoring between Coastline and NEO Networking Inc P0316616 OCC Ancillary#1000-247500-8070 OCC 7601 35,000.00 EOPS Student Bus Passes P0316794 EBSCO Subscription Library Serials P0316793 Gale Group Library Books P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course P0316659 James Jackson Productions Inc Production services for telecourses.					
P0316650 Neo Networking Inc Open PO for remote monitoring between Coastline and NEO Networking Inc  P0316616 OCC Ancillary#1000-247500-8070 OCC 7601 35,000.00 EOPS Student Bus Passes  P0316794 EBSCO Subscription OCC 5306 34,512.00 Library Serials  P0316793 Gale Group Cibrary Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.	P0316775		GWC	5831	40,000.00
Open PO for remote monitoring between Coastline and NEO Networking Inc  P0316616 OCC Ancillary#1000-247500-8070 OCC 7601 35,000.00 EOPS Student Bus Passes  P0316794 EBSCO Subscription OCC 5306 34,512.00 Library Serials  P0316793 Gale Group Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.	D0246650		000		
Coastline and NEO Networking Inc  P0316616 OCC Ancillary#1000-247500-8070 OCC 7601 35,000.00 EOPS Student Bus Passes  P0316794 EBSCO Subscription OCC 5306 34,512.00 Library Serials  P0316793 Gale Group OCC 6301 30,907.00 Library Books  P0316658 Gibraltar Associates Inc OCC 5899 25,000.00 Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc OCC 5899 25,000.00 Production services for telecourses.	P03 10030		CCC	5899	36,000.00
P0316616 OCC Ancillary#1000-247500-8070 OCC 7601 35,000.00 EOPS Student Bus Passes  P0316794 EBSCO Subscription OCC 5306 34,512.00 Library Serials  P0316793 Gale Group Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.					
EOPS Student Bus Passes  P0316794 EBSCO Subscription OCC 5306 34,512.00 Library Serials  P0316793 Gale Group OCC 6301 30,907.00 Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.	P0316616	•	occ	7601	25,000,00
P0316794 EBSCO Subscription Library Serials  P0316793 Gale Group Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.	1 00 100 10	· · · · · · · · · · · · · · · · · · ·	000	7001	35,000.00
Library Serials  P0316793 Gale Group Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.	P0316794		occ	5306	34 512 00
P0316793 Gale Group Library Books  P0316658 Gibraltar Associates Inc Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc Production services for telecourses.		•		0000	04,012.00
Library Books  P0316658 Gibraltar Associates Inc CCC 5899 25,000.00 Open PO for content advisory services for new online Physical Geography course  P0316659 James Jackson Productions Inc CCC 5899 25,000.00 Production services for telecourses.	P0316793		occ	6301	30.907.00
Open PO for content advisory services for new online Physical Geography course P0316659 James Jackson Productions Inc CCC 5899 25,000.00 Production services for telecourses.		Library Books		•	,,
online Physical Geography course P0316659 James Jackson Productions Inc CCC 5899 25,000.00 Production services for telecourses.	P0316658	Gibraltar Associates Inc	CCC	5899	25,000.00
P0316659 James Jackson Productions Inc CCC 5899 25,000.00 Production services for telecourses.		Open PO for content advisory services for new			
Production services for telecourses.		- · · ·			
D0040000 D 40 11 14 D 1 4 4 1	P0316659		CCC	5899	25,000.00
PU3 1000U Pacific Light Productions Inc CCC 5899 25,000.00	D0040000	•			
	PU316660	Pacific Light Productions Inc	CCC	5899	25,000.00

		•		
D0346900	Open PO for production services for telecourses.		4240	25 000 00
P0310000	Spicers Paper Inc	occ	4312	25,000.00
D0216059	Open PO for paper supplies Waxie Sanitary Supply	GWC	4312	25 000 00
F0310936	Open PO for custodial supplies.	GWC	4312	25,000.00
P0316961	· · · · · · · · · · · · · · · · · · ·	ccc	5899	24 769 00
F0310901	Internet Colocation services.	CCC	5099	24,768.00
P0316516	· ·	ccc	7601	24,615.00
F0310310	\$25 Arco Pump Passes	CCC	7001	24,015.00
D0316526	Annenberg Media	ccc	5748	24,000.00
1 00 10020	Purchase order for telecourses	000	3740	24,000.00
P0316636		DIS	5472	24,000.00
1 03 10030	Open PO for long term care premiums	DIG	J472	24,000.00
P0316508	• • •	CCC	5850	20,000.00
1 00 10000	Radio advertisement for Coastline	000	3030	20,000.00
P0316589	Dept of Justice	DIS	5899	20,000.00
1 00 10000	Open PO for live scan new hire reimbursement	DIO	3099	20,000.00
P0316655	Home Depot	ccc	4312	20,000.00
. 00.0000	Open PO for maintenance, supplies and rental		1012	20,000.00
	equipment for College Center			
P0316664	Pak West Paper and Packaging	CCC	4312	20,000.00
	Open PO for maint & custodial supplies			
P0316777	Xpedx Paper & Graphics	GWT	4310	20,000.00
	Open PO for paper and press supplies			,
P0316750	Sasco	OCC-GB	5899	19,500.00
	OCC Special Services Bldg-cabling (GOB)			
P0316661	AudioVision Production Services	CCC	5899	16,000.00
	Audio enhancement of telecourses			•
P0316795	Knorr Systems Inc	OCC	4312	16,000.00
	Open PO for pool chemicals			
P0316964	AT&T	CCC	5519	16,000.00
	Open purchase order for telephone service at			
	OC One-Stop Center			
P0316693	Quality First Woodworks Inc	GWC-GB	6250	15,690.00
	Refurbish/replace Theater classroom counter			
	tops (GOB)			
P0316649		CCC	5650	15,000.00
	Open PO for HVAC maint at College Center			
P0316669	Irvine Pipe & Supply	occ	4677	15,000.00
	Open PO for plumbing repair parts		-	
P0316790	Liberty Charter Inc	TRANS	5857	15,000.00
	Open PO for charter bus services.			
P0316799	Caston Office Solutions	occ	4312	15,000.00
50040000	Open PO for print shop cartridge supplies			
P0316802	B & P Services Inc	OCC	5650	15,000.00
D0040000	Campus Bldgs HVAC maintenance & repairs			45.000.00
P0316806	• • • • • • • • • • • • • • • • • • •	occ	5665	15,000.00
	Parking lot & asphalt maintenance repairs			

P0316996	Andtech Corporation Building alarms monitoring service	occ	5899	15,000.00
P0316686	United Paving Co Refurbish/replace roadway & planter area	GWC	5899	14,134.00
P0316662	Michael Licari Productions Open PO for musical closing compositions for telecourses	ccc	5899	13,800.00
P0316522		CCC	6250	13,000.00
P0316629	Medco Health Solutions Inc Prescription claims admin fees	DIS ·	5891	12,000.00
P0316787	Chevron USA Inc Open PO for vehicle fuel/District wide	TRANS	4676	12,000.00
P0316960	•	ccc	5899	12,000.00
P0316513	SunTrekSolar Solar Technology classroom equipment	occ	6401	11,815.59
P0316591	North OC Comm College District Open PO for Community collaborative grant project services	DIS	5899	11,500.00
P0316523	Intelecom Telecourse license enrollment fees	CCC	5748	11,198.00
P0316648		CCC	5650	10,000.00
P0316665	Johnstone Supply Repair parts campus HVAC systems	OCC	4677	10,000.00
P0316668	· · ·	occ	4312	10,000.00
P0316670	Smith Pipe & Supply Inc Repair Parts for Campus Irrigation System	occ	4677	10,000.00
P0316671	Leonard Chaidez Tree Service Tree trimming and stump grinding	occ	5665	10,000.00
P0316672	Orkin Inc Exterminating/pest control services	occ	5510	10,000.00
P0316673	Business Office Solutions Check disbursement operational expense	occ	5749	10,000.00
P0316674	Hoover Printing & Lithography Inc Financial Aid printing	occ	4321	10,000.00
P0316676	Home Depot Open PO for general maintenance supplies	occ	4312	10,000.00
P0316677	Main Electric Supply Co Open PO for electrical supplies	occ	4312	10,000.00
P0316678	Consolidated Electrical Dist Open PO for electrical repair parts	occ	4677	10,000.00
P0316679	Grainger Open PO for repair parts/general maint	occ	4677	10,000.00
P0316680	Refrigeration Supplies Distrib Campus HVAC systems repair parts	occ	4677	10,000.00
P0316782	Xerox Corp	occ	4312	10,000.00

	0 001 "				
P0316786	Open PO for supplies.	TRANS	5657	10,000.00	
FU3 107 00	HB Union High School District Open PO for bus repair parts.	IRANS	3637	10,000.00	
P0316796	Village Nurseries	occ	4312	10,000.00	
1 00 101 30	Campus landscaping plants, flowers, etc	.000	7012	10,000.00	
P0316797		occ	4312	10,000.00	
	Campus sport fields seed and supplies				
P0316798	• • •	occ	4677	10,000.00	
	Repair parts for sport fields irrigation systems				
P0316803	Besam Entrance Solutions	occ	5650	10,000.00	
	Campus automatic door repairs				
P0316809	World-Wide Fire Inc	OCC.	5650	10,000.00	
•	Campus fire sprinkler systems maintenance		£		
P0316810		occ	5650	10,000.00	
	Campus building repairs				
P0316811	•	occ	5657	10,000.00	
•	Building alarms & maintenance repairs				
P0316687	Mark Costello Co	GWC	5899	9,042.00	
P0316734	Gary Heimann Productions	CCC	5899	9,000.00	
P0316959	Govconnection Inc	DIS	5638	8,917.50	
P0316684	A-1 Fence	GWC	5899	8,759.00	
P0316624	Celtic Special Health Prod Div	DIS	5482	8,500.00	
P0316766	Mandate Resource Services LLC	DIS	5899	8,000.00	
P0316837	Tremco Inc	OCC .	5650	8,000.00	
P0316906	Union 76	TRANS	4676	8,000.00	
P0316620	Amer Fidelity Assurance	DIS	5891	7,750.00	
P0316911	Knorr Systems Inc	OCC	5638	7,710.00	
P0316521	Metalclad Insulation Corp	GWC-GB	6250	7,550.00	
P0316524	Northcott Painting Company	GWC-GB	6250	7,500.00	
P0316556	Home Depot	occ	4312	7,500.00	
P0316753	ACS Affiliated Computer Services	occ	5899	7,500.00	
P0316896	Waxie Sanitary Supply	DIS	4312	7,500.00	
P0316507	CDWG	CCC	5638	7,083.75	
P0316561	Saddleback Materials Co Inc	OCC	4312	7,000.00	
P0316622	First Health	DIS	5891	6,700.00	
P0316592	Leonard Chaidez Tree Service	occ	5665	6,600.00	
P0316907	Mutual Liquid Gas & Equipment	TRANS	4676	6,500.00	
P0316692	Xerox Corp	occ	5682	6,158.64	
P0316691	Northcott Painting Company	GWC	6250	6,025.00	
P0316547	Calif Tool Welding Supply	occ	5801	6,000.00	
P0316577	Coastline Equipment	occ	5657	6,000.00	
P0316602	PL Hawn Company Inc	occ	4312	6,000.00	
P0316732	Nextel Communications	CCC	5899	6,000.00	
P0316754	OCC Food Services	OCC	4312	6,000.00	
P0316812	OCC Food Services	occ	4312	6,000.00	
P0316848	Corporate Express	occ	4312	6,000.00	
P313345	OC Auditor-Controller	GWC	5899	5,991.60	
1 0 10040	O Additor-Other Office	0110	J038	0,001.00	

D0046707	Abandaan Cantiantaa lua	000		
	Aberdeen Captioning Inc	CCC	5899	5,500.00
P0316898	Hub Auto Supply	TRANS	4677	5,500.00
P0316908	Shell Oil	TRANS	4676	5,500.00
P0316828	•	occ	4312	5,383.13
P0316538	Office Depot	CCC	4312	5,000.00
P0316552		OCC	4312	5,000.00
P0316553	Battery Systems	OCC	4312	5,000.00
P0316572	John Deere Landscapes	OCC	4677	5,000.00
P0316583	Roto-Rooter Plumbers	OCC	5665	5,000.00
P0316594	Clark Security Products	OCC	4312	5,000.00
P0316595	Dunn Edwards	OCC	4312	5,000.00
P0316596	Ganahl Lumber Co	occ	4312	5,000.00
P0316597	Grainger	OCC	4312	5,000.00
P0316601	Nexgen	OCC	4312	5,000.00
P0316609	Montgomery Hardware Co	occ	4677	5,000.00
P0316640	GWC Bookstore	occ	7601	5,000.00
P0316641		CCC	4312	5,000.00
P0316644	The state of the s	occ	4312	
P0316715	•	CCC		5,000.00
P0316767	•	DIS	4315	5,000.00
P0316805	A-1 Fence		5112	5,000.00
P0316807		000	5665	5,000.00
		OCC	5665	5,000.00
P0316808		OCC	5665	5,000.00
P0316832	Day & Nite Door Service	OCC	5650	5,000.00
P0316835	MS Rouse Company	OCC	5650	5,000.00
P0316836	J	occ	5650	5,000.00
P0316838	Tint Pros	occ	5650	5,000.00
P0316854	Main Electric Supply Co	OCC	4312	5,000.00
	Aguinaga Green Inc	OCC	4312	5,000.00
P0316857	Airgas West Inc	OCC	4312	5,000.00
P0316860	McMaster-Carr	OCC	4677	5,000.00
P0316862	Pool Supply of Orange Co Inc	OCC	4312	5,000.00
P0316863	Sign-Mart	OCC	4312	5,000.00
P0316867	Edwards Service	occ	4677	5,000.00
P0316869	Montgomery Hardware Co	OCC	4677	5,000.00
P0316870	Bee Busters Inc	occ	5510	5,000.00
P0316872	Edwards Service	occ	5650	5,000.00
P0316877	Grainger	OCC	4312	5,000.00
P0316969	Orange Coast Auto Repair	occ	5657	5,000.00
P0316814	Baker & Taylor	occ	6301	4,968.00
P0316506	Premier Solutions Inc	DIS	6269	•
P0316689	Campos Custom Concrete	GWC		4,900.00
P0316542	Follett Higher Education Group Inc #1094		5899 7601	4,800.00
P0316751	Sasco	000 000 CB	7601	4,500.00
P0316861		OCC-GB	5899	4,500.00
	Burke Engineering	OCC	4677	4,500.00
P0316765	School Services of Calif Inc	DIS	5320	4,200.00
P313346	Phoenix Group Info Systems	GWC	5899	4,162.79

	P0316566	AA Equipment	occ	4677	4,000.00
	P0316569	Eberhard Equipment	OCC	4677	4,000.00
	P0316716	Chem Pro Laboratory Inc	CCC	5638	4,000.00
	P0316764	Westcliff Medical Lab	OCC	4312	4,000.00
	P0316773	Office Depot	OCC	4312	4,000.00
	P0316813	Carroll Promotions Inc	DIS	4312	4,000.00
	P0316849	Fry's Electronics	OCC	4312	
	P0316887	Mesa Golf Carts	OCC		4,000.00
	P0316891	The Shredders		5657	4,000.00
			DIS	5899	4,000.00
	P0316509		OCC	5850	3,594.40
	P0316710	3 0	CCC	4312	3,500.00
	P0316717	Premier Office Services Co	CCC	5657	3,500.00
	P0316840	Yale Chase Materials Handling Inc	OCC	5657	3,500.00
	P0316853	Kelly Equipment	occ	4677	3,500.00
	P0316874	•	occ	5665	3,500.00
	P0316875	Professional Turf Specialties Inc	OCC	5665	3,500.00
i	P0316902	Smog & Gas of Costa Mesa	TRANS	5657	3,500.00
-	P0316704	Amtech Elevator Services	CCC	5638	3,450.00
ļ	P0316749	Quinn Power Systems	DIS	5638	3,390.83
ļ	P0316549	Grainger	OCC	4312	3,000.00
l	P0316550	Home Depot	OCC	4312	3,000.00
١	P0316557	Horizon	OCC	4312	3,000.00
١	P0316573	Turf Star Inc	OCC	4677	3,000.00
ı	P0316576	South Coast Bobcat Inc	OCC	5657	3,000.00
ļ	P0316647	Office Depot	occ	4312	3,000.00
į	P0316703	ALD Security Innovations	CCC	5899	3,000.00
	P0316735	Richard J Green Productions	CCC	5899	3,000.00
	P0316855	•	OCC	5657	3,000.00
	P0316866	BAVCO Backflow Apparatus-Valve	OCC	4677	3,000.00
	P0316868	Horizon	occ	4677	3,000.00
	P0316876	Dept of Industrial Relations	occ	6205	3,000.00
	P0316970	Pacific Parking Systems Inc	occ	5657	•
	P0316971	• •	occ	5657	3,000,00 3,000.00
		Landauer Inc	occ		
	P0316822	Stater Brothers		5801	2,950.00
			000	4312	2,700.00
	P0316940	NASFAA	000	5320	2,599.00
	P0316570	Golf Ventures West	OCC	4677	2,500.00
	P0316651	Neo Networking Inc	CCC	5899	2,500.00
	P0316653	SIGMAnet Inc	CCC	5899	2,500.00
	20316833	Model Glass & Mirror	OCC	5650	2,500.00
	20316850	Dunn Edwards	OCC	4312	2,500.00
	P0316851	SC Sign & Supply LLC	occ	4312	2,500.00
F	20316865	Interstate Batteries of Calif	OCC	4312	2,500.00
	20316873	OC Pump Company	OCC	5657	2,500.00
F	20316901	Theodore Robins Ford	TRANS	5657	2,500.00
F	20316909	Prudential Overall Supply Co	TRANS	5899	2,500.00
F	20316914	Baytek Engineering	DIS	5653	2,500.00

P0316792	Office Depot	occ	4312	2,400.00
P0316747	•	DIS	5638	2,272.88
P0316736	Aberdeen Captioning Inc	CCC	5899	2,220.00
P0316643		CCC	5899	2,200.00
P0316555	DM Color Express Inc	occ	4312	2,100.00
P0316533	Office Depot	occ	4312	2,000.00
P0316551	Aguinaga Green Inc	occ	4312	2,000.00
P0316554	Commercial Landscape Supply	occ	4312	2,000.00
P0316560	Northern Tool & Equipment Co	occ	4312	2,000.00
P0316574	Turf Tire Distributors	occ	4677	2,000.00
P0316582	Builders Security Locks & Ser	occ	4312	2,000.00
P0316598	Graybar Electric	occ	4312	2,000.00
P0316604	Portacraft Inc	occ	4312	2,000.00
P0316605	Powertron Battery Co	occ	4312	2,000.00
P0316610	Saddleback Golf Cars	occ	4677	2,000.00
P0316642	Iron Mountain Records Mgmt	CCC	5899	2,000.00
P0316646	Office Depot	OCC	4312	2,000.00
P0316724	Grainger	CCC	4312	2,000.00
P0316780	Home Depot	occ	4312	2,000.00
P0316820	Smart & Final	OCC	4312	2,000.00
P0316824	Discount School Supply	OCC	4312	2,000.00
P0316845	Fry's Electronics	occ	4312	2,000.00
P0316852	AA Equipment	occ	4677	2,000.00
P0316871	Castagna Awnings	OCC	5510	2,000.00
P0316880	Hoover Printing & Lithography Inc	occ	4312	2,000.00
P0316886	Comprehensive Control Systems	OCC	4312	2,000.00
P0316889	Pro Photo Connection	OCC	4312	2,000.00
P0316899	Battery Systems	TRANS	4677	2,000.00
P0316933	Office Depot	CCC	4312	2,000.00
P0316934	Office Depot	OCC	4312	2,000.00
P0316966	Agriserve Pest Control	occ	5510	2,000.00
P0316968	SC Sign & Supply LLC	occ	5665	2,000.00
P0316504	Air Pro Supply Inc	CCC	6250	1,983.46
P0316897	Zep Manufacturing Co	TRANS	4312	1,750.00
P0316884	The Shredders	occ	4312	1,600.00
P0316913	MT Walker Co	TRANS	5510	1,600.00
P0316548	Grainger	occ	4312	1,500.00
P0316571	Irvine Pipe & Supply	occ	4677	1,500.00
P0316579	Follett Higher Education Group Inc #1094	occ	4312	1,500.00
P0316607	White Cap Construction Supply	occ	4312	1,500.00
P0316611	Wells Supply Co	OCC	4677	1,500.00
P0316695	Accurate Termite & Pest Control	CCC	5638	1,500.00
P0316720	Dunn Edwards	CCC	4312	1,500.00
P0316721	Ewing Irrigation Products	CCC	4312	1,500.00
P0316760	GlaxoSmithKline	OCC	4312	1,500.00
P0316763	Waxie Sanitary Supply	OCC	4312	1,500.00
P0316784	Times Community News %Los Angeles Times	DIS	5741	1,500.00

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P0316785	OC Register	DIS	5741	1,500.00
P0316791	Office Depot	OCC	4312	1,500.00
P0316823	Home Depot	OCC	4312	1,500.00
P0316830	Follett Higher Education Group Inc #1094	occ	4312	1,500.00
P0316831	OCC Food Services	occ	4312	1,500.00
P0316858	C2 Reprographics	OCC	4312	1,500.00
P0316893	Minuteman Plumbing	DIS	5650	1,500.00
P0316900	Sun-X Auto Glass	TRANS	5657	1,500.00
P0316916	Neozyme Int'l Inc	occ	4312	1,500.00
P0316757	New Readers Press	OCC	4312	1,482.25
P0316978	NAFSA/Assn of Int'l Educators	occ	5320	1,440.00
P0316544	Costco	OCC	4312	1,400.00
P0316878	Benner Metals Corp	occ	4312	1,400.00
P0316520	Office Depot	GWC	4315	1,368.75
P0316699	Accurate Termite & Pest Control	CCC	5638	1,300.00
P0316697	Accurate Termite & Pest Control	CCC,	5638	1,200.00
P0316698	Accurate Termite & Pest Control	CCC	5638	1,200.00
P0316718	USA Mobility Wireless Inc	CCC	5899	1,200.00
P0316829	Federal Express Corp	OCC	5831	1,200.00
P0316815	Bernan Associates	OCC	6301	1,124.00
P0316825	World Book Inc	OCC	6301	1,107.00
P0316748	Customguide Inc	DIS	5638	1,025.00
P0316532	Harrison Catchpole Associates	CCC	5112	1,000.00
P0316534	Office Depot	occ	4312	1,000.00
P0316535	Office Depot	OCC	4312	1,000.00
P0316537	Office Depot	DIS	4312	1,000.00
P0316540	Office Depot	CCC	4312	1,000.00
P0316558	Hub Auto Supply	OCC	4312	1,000.00
P0316563	Southern Counties Lubricants LLC	OCC	4312	1,000.00
P0316564	Rain Bird Services Corp	OCC T	4312	1,000.00
P0316568	Ditch Witch of Southern Calif	OCC	4677	1,000.00
P0316578	Daniels Tire Service	OCC	5657	1,000.00
P0316580	Medical Arts Press	occ	4312	1,000.00
P0316581	Austin Hardwoods	OCC	4312	1,000.00
P0316593	Cal-Wal Gypsum Supply	OCC	4312	1,000.00
P0316599	Home Depot	OCC	4312	1,000.00
P0316603	Plastic Sales Inc	OCC	4312	1,000.00
P0316606	Western Illuminated Plastic	OCC	4312	1,000.00
P0316608	ADI	OCC	4312	1,000.00
P0316612	Target Speciality Products	OCC	4312	1,000.00
P0316637	Office Depot	DIS	4312	1,000.00
P0316654	UPS Protection	CCC	5657	1,000.00
P0316694	ABC Window Cleaning	CCC	5899	1,000.00
P0316701	Alan's Lawnmower & Garden Ctr Inc	CCC	4312	1,000.00
P0316705	Ammco Occupational Apparel	CCC	4312	1,000.00
P0316707	Builders Security Locks & Ser	CCC	5899 .	1,000.00
P0316708	Builders Security Locks & Ser	CCC	4312	1,000.00

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P0316711	Cal-Wai Gypsum Supply	CCC	4312	1,000.00
P0316712		CCC	4312	1,000.00
P0316719	•	ĊСС	4315	1,000.00
P0316722		CCC	4312	1,000.00
P0316725	Irvine Pipe & Supply	CCC	4312	1,000.00
P0316727	Larry's Building Materials	CCC	4312	1,000.00
P0316731	Minuteman Plumbing	CCC	5650 `	1,000.00
P0316739	Tape Company	CCC	4312	1,000.00
P0316740	Tape Company	CCC	4312	1,000.00
P0316741	Pacific Video Products Inc	CCC	5657	1,000.00
P0316744	Follett Higher Education Group Inc #1094	occ	4312	1,000.00
P0316761	Prudential Overall Supply Co	occ	5899	1,000.00
P0316771	Office Depot	OCC	4312	1,000.00
P0316846	Lexington Technology	. OCC	4312	1,000.00
P0316864	Tomark Sports	OCC	4312	1,000.00
P0316883	Saddleback Golf Cars	OCC	4312	1,000.00
P0316885	System One Business Products	occ		•
P0316892	Home Depot	DIS	4312	1,000.00
P0316895	Newport Exterminating		4312	1,000.00
P0316935	Office Depot	DIS	5899	1,000.00
P0316938	•	000	4312	1,000.00
	Office Depot	000	4312	1,000.00
P0316972	USA Mobility Wireless Inc	OCC	5682	1,000.00
P0316973	Crown Ace Hardware	OCC	4312	1,000.00
P0316979	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0316688	Treecare Arborists	GWC	5899	950.00
P0316494	Yale Chase Materials Handling Inc	occ	5657	878.41
P0316903	Siemens Water Technologies Corp	TRANS	5899	875.00
P0316656	Office Depot	CCC	4312	870.44
P0316586	Xerox Corp	occ	5638	805.80
P0316545	Costco	OCC	4312	800.00
P0316942	Dept of Social Services	OCC ·	5749	800.00
P0316774	Hasler Inc	GWC	5682	793.88
P0316781	Micro Center	OCC	4312	750.00
P0316936	Office Depot	OCC	4312	750.00
P0316525	League for Innovation	DIS	5320	742.50
P0316976	Minitex	occ	4312	737.80
P0316541	Alliance Payphone Inc	occ	5519	708.00
P0316543	Follett Higher Education Group Inc #1094	occ	4312	700.00
P0316723	CI Business Equipment Inc	DIS	5638	695.00
P0316778	Dell Higher Education	OCC	4312	626.36
P0316575	Prudential Overall Supply Co	occ	5510	600.00
P0316758	Crown Ace Hardware	occ	4312	600.00
P0316613	Aircraft Spruce & Specialty Co	000		
P0316675	Island Color Inc	000	4312	582.52 590.34
P0316518	HB Union High School District		4312	580.31
P0316505	_	CCC	5684	550.00
	NSW/Airelink Mech Equip LLC	CCC	6250	533.14
P0316517	Home Depot	OCC .	4312	500.00

P0316536	•	DIS	4312	500.00
P0316559	Industrial Metal Supply Co	occ	4312	500.00
P0316565	A & M Cleaning Equipment	OCC	4677	500.00
P0316567	Direct Edge Inc	OCC	4677	500.00
P0316585	Sehi Computer Products Inc	CCC	4312	500.00
P0316588	Advantage Laser Cartridge	CCC	4312	500.00
P0316590	Micro Center	DIS	4312	500.00
P0316600	Industrial Metal Supply Co	OCC	4312	500.00
P0316614	C2 Reprographics	DIS	4321	500.00
P0316638	Office Depot	DIS	4312	500.00
P0316645	Office Depot	occ	4312	500.00
P0316652	Office Depot	CCC ·	4312	500.00
P0316663	Office Depot	CCC	4312	500.00
P0316700	Acoustical Material Services	CCC	4312	500.00
P0316702	ALD Security Innovations	CCC	4312	500.00
	Calif Stage & Lighting	CCC	4312	500.00
P0316713	Charles G Hardy Inc	CCC	4312	500.00
P0316726	J & A Glass	CCC	5650	500.00
P0316728	Hanks Electrical Supplies Inc	CCC	4312	500.00
	Nikki's Flag Shoppe	CCC	4312	500.00
P0316738	,	CCC	5665	500.00
P0316745	•	occ	4312	500.00
P0316772	Office Depot	GWC	4312	500.00
P0316819	Eversoft	occ	5638	500.00
P0316821	Constructive Playthings	occ	4312	500.00
P0316826	Won Door Corp	OCC	4677	500.00
P0316842	Saddleback Golf Cars	occ	5657	500.00
P0316843	•	OCC	5657	500.00
P0316847	Follett Higher Education Group Inc #1094	occ	4312	500.00
P0316879	Follett Higher Education Group Inc #1094	occ	4312	500.00
P0316882	Lynde-Ordway Co	occ	4312	500.00
P0316894	Crown Ace Hardware	DIS	4312	500.00
P0316904	Anaheim-Fullerton Towing	TRANS	5899	500.00
P0316905	Exxon Mobile Fleet Services	TRANS	4676	500.00
P0316912	Conneil Chevrolet	TRANS	5657	500.00
P0316915	CDT Inc	TRANS	5895	500.00
P0316746	Shred-It	occ	5696	480.00
P0316511	Guardian Power Protection Services Inc	occ	4677	475.00
P0316756	Rhino Electric Supply	GWC-GB	4312	410.07
P0316546	Follett Higher Education Group Inc #1094	OCC	4312	400.00
	B & M Lawn & Garden Center	CCC	4312	400.00
P0316783	Home Depot	occ	4312	400.00
P0316941	Dept of Social Services	occ	5749	400.00
	Kawashima Photography	DIS	4321	375.19
P0316742	Time Warner Cable	CCC	5519	350.00
	Nolo Press Inc	occ	6301	326.00
	Portacraft Inc	occ	4677	319.39
1 00 100 12	: Oragian no	000	7011	313.33

P0316839	Antimite Termite/Pest Control Inc	000	5000	040.00
P0316779	Dell Higher Education	0CC	5899	316.00
P0316493	<del>-</del>	occ	4312	302.30
P0316539		DIS	4312	301.38
P0316562		OCC	4312	300.00
	Seal's Health Care	OCC	4312	300.00
P0316888		occ	5899 4312	300.00
P0316890	11 2	OCC	4312 4312	300.00
P0316974	Follett Higher Education Group Inc #1094	occ		300.00
P0316977	CCCCIO	occ	4312	300.00
P0316967	Paxton/Patterson	OCC	5320	300.00
P0316519	Fountain Valley Chamber of Commerce		5657	291.86
P0316768		CCC	5320	265.00
P0316817	Office Depot	GWC	4312	250.00
P0316910	Follett Higher Education Group Inc #1094	OCC	4312	250.00
	JD Lock & Key	DIS	5650	250.00
P0316943	•	000	5638	250.00
P0316939	Amazon.com	OCC	4312	208.80
P0316769	•	GWC	4312	200.00
P0316827	•	OCC	5899	200.00
P0316841		OCC	5682	196.00
	Ace Business Machines Inc	CCC	5638	185.00
	Dell Higher Education	OCC	4312	173.98
	Office Depot	GWC	4312	150.00
P0316683	Time Clock Sales & Service	DIS	4312	128.00
P0316639	Yosemite Water	CCC	4312	124.00
	CCC Bookstore	CCC	5831	100.00
	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0316844	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0316881	LA Grinding	OCC	5657	100.00
P0316681	Chronicle of Higher Education	DIS	5306	82.50
P0316510	Hitt Marking Devices Inc	DIS	4321	82.21
P0316682	Thomson West	DIS	4285	76.13
P0316730	CCC Bookstore	CCC	4312	75.00
P0316975	Demco Inc	occ	4312	66.54
P0316759	Tustin Awards Inc	DIS	4321	6.76
	Total		;	\$60,817,625.00

# **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: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Lemen Lem Conca

# 3.06.02 Ratification/Approval of Checks



Actification (All the prints and the Action of the Action

AVA CONTROLL PROPERTY.

Motion:

104

NUMBER	NAME OF VENDOR	AMOUNT
0131235	CCC Contract Education  Coastline Military Fee Reconciliation	2,067,034.93
0131105	CCC Contract Education  Coastline Military Fee Reconciliation	459,847.25
0131679	Medco Health Solutions Inc  Medical Prescription Claims	327,922.20
0131366	Coast Community College Dist.  Medical Claims	220,578.67
0131077	Medco Health Solutions Inc  Medical Prescription Claims	215,916.28
0131678	ACSIG Dental / Edge Dental Claims & Admin Fees	204,607.21
0131664	WestEd Services for SB70 Evaluation Grant - Board	188,263.50
0130952	Constellation New Energy Inc Electricity District Wide	129,213.11
0131978	Coast Community College Dist.  Medical Claims	121,436.42
0131287	Coast Community College Dist.  Medical Claims	119,296.10
0131959	WestEd Services for SB70 Evaluation Grant - Board	113,058.78
0131541	Coast Community College Dist.  Medical Claims	112,319.04
0130932	Coast Community College Dist.  Medical Claims	109,307.13
0130893	Southern Calif Edison Co Electricity District Wide	101,019.05
0131543	Reliastar Life Insurance Co Life Insurance Premiums	85,725.61
0131224	Macerich Construction Inc OCC Child Care Classrooms Bid 1957	81,866.00
0131542	Reliastar Life Insurance Co Reinsurance Premiums	80,585.44
0132168	Cambridge West Partnership LLC Planning & Implementation Facilities Program OCC	71,700.00
0132173	Coast Community College Dist.  Medical Claims	65,937.32
0131375	Coast Community College Dist. Medical Claims	64,570.46
0132034	Goodwill Industries of OC Classroom Sign Language Interpreter Serv at OCC	64,301.25
0131073	Coast Community College Dist.  Medical Claims	63,818.45
0131009	Oracle Corp Oracle license renewal for technical support svc.	59,062.05

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0131736	Kosmet	50,169.89
0131852	Cosmetology equipment and supplies at GWC	40.050 /5
0131032	Burke, Williams & Sorensen, LLP	48,859.47
0132124	District Board General Counsel Legal Services Southern Calif Edison Co	40.740.00
0 102 124	Electricity District Wide	43,710.22
0132132	The Irvine Co/CBC III-V	40.604.04
0 102 102	Lease payments for One-Stop center, Irvine	42,604.84
0131544	Reliastar Life Insurance Co	41 077 70
	Long Term Disability Premiums	41,077.72
0131837	Avalon Center at Garden Grove	40,560.09
	Lease payments for One-Stop center, Westminster	40,000.09
0131016	Presidium Learning Inc	38,643.75
	Managed contact center solutions - District Wide	00,043.73
0131471	GWC Bookstore	38,546.49
	Spring 2009 book service for new EOPS students.	30,0 (0.10
0131976	Northcott Painting Company	36,750.00
	Exterior Partial Painting on Various Bldgs	
0132116	Rutan & Tucker, LLP	35,649.64
•	Legal payments	
0132075	Newport-Mesa Unified Sch Dist	33,901.42
	Middle College High School expenses.	
0131518	Vicenti Lłoyd & Stutzman	33,600.00
	2008-2009 Financial Audit fees	
0131641	State Board of Equalization	31,956.00
	Understated state sales tax	
0131667	Western Graphics Plus	30,183.00
0404004	Marketing Materials for OCC	
0131964	Xerox Corp	29,643.08
0422052	Copier supplies for OCC Print Shop	
0132053	Jobelephant.com Inc	29,612.30
0131480	Recruitment Advertising District Wide James Jackson Productions Inc	00.000.00
0131460	Production services for new statistics telecourse	29,232.00
0131622	Postmaster	00 500 00
0101022	Mailing Coastline Class Schedule & Catalog	28,500.00
0131026	Rutan & Tucker, LLP	27 050 40
,	Legal payments	27,859.48
0131539	Cambridge West Partnership LLC	27,525.00
	OCC, GWC, CCC Building/Facilities Program	27,020.00
0131074	Delta Health Systems	25,708.25
	Administrative Fees	20,100.20
0131904	IDS Group Inc	25,000.00
	District Wide Structural Engineering Emergency	20,000.00
0131949	SVM, LP	24,615.00
0131988	Annenberg Media	24,000.00
0130969	Harry & Grace Steele Chid Ctr	23,204.00
0131891	Follett Higher Education Group Inc #1094	22,272.83
0131106	CCCD Student Refunds	22,267.69
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## Check Approval

0131737	KROQ .	20,000.00
0131078	Vision Service Plan	19,963.03
0131792	Working Wardrobes	19,500.00
0131374	City of Huntington Beach	19,001.05
0131705	Constellation New Energy Inc	18,916.43
0131527	Susan Wilcox	18,750.00
0132023	Eaton Corp	18,713.00
0131192	Special Pay Retirement Plan	18,398.51
0131065	Xerox Corp	17,376.45
0131071	Blue Cross	16,472.82
0131489	Oracle USA Inc	16,442.76
0131789	Walters Wholesale Electric Co	15,440.56
0131855	Calif Tool Welding Supply	15,395.27
0130817	CCCD Student Refunds	15,147.00
0131041	SunGard Higher Education Inc	14,948.71
0131610	OC Dept of Education	14,261.86
0130941	Atkinson, Andelson, Loya, Ruud & Romo	14,249.57
0131631	ROI Networks Inc	13,939.20
0131403	OC Pump Company	13,446.93
0131921	OC Auditor-Controller	12,827.00
0131427	Xerox Corp	12,809.33
0131150	Mesa Consolidated Water Dist	12,746.50
0131697	Calif Tool Welding Supply	12,611.22
0131708	Kathy Craven	12,559.00
0131186	Scantron Corp	12,202.84
0131774	Jon Stephenson	12,150.00
0132129	SunTrekSolar	11,815.59
0131514	Unisource Worldwide Inc	11,614.01
0132059	LaunchPad Careers Inc	11,600.00
0131336	Southern Calif Edison Co	11,491.06
0132048	Intelecom	11,198.00
0131791	Wild Bill's Welding	11,000.00
0130861	Mesa Consolidated Water Dist	10,576.25
0130830	Cutting Edge Systems	10,222.50
0131674	OCC Food Services	10,220.54
0130824	Clear Channel Radio Los Angeles/KIIS FM	10,200.00
0132091	Pacific Blue Micro	10,000.00
0131418	United States Postal Service	9,994.00
0131131	Graphic Edge	9,977.82
0131805	UCMI Inc	9,960.00
0131579	Follett Higher Education Group Inc #1094	9,944.57
0131455	CCCD Student Refunds	9,927.78
0130916	VQS Enterprises Inc	9,780.98
0131817	Allscape	9,655.44
0131015	Phoenix Group Info Systems	9,643.80
0131075	First Colony Life Insurance Co	9,620.24
0130838	Education 4 Work	9,500.00
0131601	Making Connections	9,476.65
0131717	Kevin Fleming	9,435.00
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0132069	Mesa Consolidated Water Dist	9,183.75
0131339	The Gas Company	9,108.43
0131822	Leona Arntson	9,000.00
0131903	Harry Hughes	9,000.00
0131205	Union Bank of California	8,655.10
0131572	CR & R	8,607.57
0131560	John Breihan	8,450.00
0131519	Village Nurseries	8,272.50
0132096	PGINET Consulting	8,120.00
0131337	Spicers Paper Inc	8,091.00
0131001	OC Auditor-Controller	8,067.40
0131204	Ultimate Gifts	8,055.66
0131939	San Joaquin Delta Comm College Dist	7,999.58
0132114	Riverside Comm Coll Dist	7,810.00
0131963	Xerox Corp	7,700.51
0131863	CCCD Student Refunds	7,660.00
0131575	Dyntek Services Inc	7,500.00
0131648	ThreeForks Inc	7,500.00
0131002	OC Auditor-Controller	7,489.50
0132093	Pak West Paper and Packaging	7,471.93
0131405	OCC Food Services	7,216.05
0131209	Xerox Corp	7,137.32
0131322	Pacific Blue Micro	7,065.49
0132172	TBP/Architecture	6,988.68
0131881	Denise Cusano Instructional Design Inc	6,900.00
0131668	Xerox Corp	6,792.32
0132057	Knorr Systems Inc	6,615.80
0131745	Monterey Peninsula College	6,500.00
0130972	Jeffrey Isbell	6,400.00
0131861	CCC Contract Education ,	6,382.91
0131880	Dell Higher Education	6,337.52
0131785	Judee Timm	6,250.00
0130793	ACCT	6,045.00
0130894	Starpointe Ventures	6,000.00
0131170	Postmaster	6,000.00
0131626	Tracey Quach	6,000.00
0132092	Pacific Light Productions Inc	6,000.00
0130848	Herff Jones - Cap & Gown Div	5,929.24
0130956	Caitlin Donnelly	5,915.02
0131961	Western Graphics Plus	5,897.77
0131848	John Breihan	5,850.00
0131199	Thyssenkrupp Elevator	5,805.00
0131409	Premium Financial Services	5,800.00
0131406	Ocean View School District	5,768.85
0131020	Rath Microtech	5,507.50
0131761	· Riddell/Ali American Sports	5,478.56
0131522	Waxie Sanitary Supply	5,435.74
0132146	Waxie Sanitary Supply	5,435.74
0130908	Union Bank of California	5,327.89
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	0131120	En Pointe Technologies	5,305.99
	0131417	Townsend Public Affairs Inc	5,240.00
	0131853	Business Properties	5,192.68
	0131647	Three Stars Portable Toilets	5,100.00
	0131750	OCC Ancillary #1000-247500-6493	5,100.00
	0130907	Ultimate Gifts .	5,085.69
	0131155	Monterey Peninsula College	5,000.00
	0131383	Education 4 Work	5,000.00
	0131954	Travel Store Inc	4,991.50
	0131008	One Stop Aviation Inc	4,922.00
	0131297	Kathy Craven	4,900.00
	0131589	Infinity Designs	4,893.75
	0130871	Office Depot	4,871.06
	0131393	Honeywell Int'i Inc	4,868.83
	0131108	Coast Community College Dist.	4,819.00
	0131111	Costa Mesa Country Club	4,760.00
	0131977	Premier Solutions Inc	4,720.00
	0130882	Wendy Rakochy	4,693.70
	0131923	Office Depot	4,692.64
	0131695	Burke Engineering	4,649.61
	0131024	Riddell/All American Sports	4,648.56
	0131169	Pocket Nurse	4,609.25
	0131780	The Gas Company	4,561.61
	0131468	Grainger	4,556.67
•	0131772	Southern Calif Edison Co	4,514.82
	0132111	Wendy Rakochy	4,500.00
	0132020	Diversified Business Services	4,485.01
	0131663	Walters Wholesale Electric Co	4,457.95
	0130918	Walters Wholesale Electric Co	4,399.13
	0131775	Joan Stover	4,350.00
	0131369	B & P Services Inc	4,326.72
	0131478	Jeffrey isbell	4,285.00
	0131958	Walters Wholesale Electric Co	4,208.79
	0131751	OCE'	4,203.61
	0131884	Dove Professional Apparel Inc	4,190.63
	0131611	OCC Ancillary#1000-247500-8070	4,110.00
	0131682	ACCT	4,085.28
	0131784	Time Warner Cable	4,080.66
	0131984	Allied Refrigeration Inc	4,067.48
	0131493	Pocket Nurse	4,059.50
	0132032	Ganahl Lumber Co	4,015.58
	0131006	OCC Student Health Center	3,972.00
	0131328	San Diego Police Equip Co	3,968.39
	0131072	Care Resources Inc	3,956.00
	0132037	Graybar Electric	3,940.60
	0131357	Xerox Corp	3,907.01
	0131458	Community College League of Calif	3,876.00
	0130837	ED Screen Printing	3,838.88
	0131269	McMaster-Carr	3,823.04

0131997	Avalon Center at Garden Grove	.0.000.00
0131639	Southern Counties Oil Co	3,822.00
0131419	Verizon California	3,807.64
0131419	Medco Supply Co	3,803.83
0130931	CCCD Workers Comp Trust Fund	3,753.96
	Goprint Systems Inc	3,739.26
0131722 0132033	Gibraltar Associates Inc	3,714.38
0132033	Pocket Nurse	3,700.00
0132100	Digital Networks Group Inc	3,697.29
0130934	Vision Service Plan	3,686.93
0130934	CCCD - SEOG	3,626.00
0132003	P2S Engineering	3,624.00
0132171	Andtech Corporation	3,600.00
0131459	CR & R	3,582.00
0131439	Concept Media	3,573.62
0130813	Buddy's All-Star Inc	3,538.39
0130613	•	3,445.13
0131019	Physician Sales & Service Fry's Electronics	3,420.28
0131781	The Gas Company	3,398.95
0132080	OCC Ancillary #1000-247500-6140	3,387.43
0132080	Office Depot	3,368.50
0132084	McMaster-Carr	3,366.11
0131464	OCTA	3,360.39
0131887	Exclusive Construction	3,300.00
0131007	Evaluation & Training Institute	3,275.00
0131740	Main Electric Supply Co	3,250.00
0130899	Systems Technology Associates Inc	3,221.95
0131233	Calif Tool Welding Supply	3,202.96
0131707	CR & R	3,187.71
0131765	Richard Schwenz	3,162.09
0132145	Wavegroup Sound	3,150.00
0132040	Halo Branded Solutions	3,140.00
0130863	Moore Energy	3,136.82 3,126.05
0131916	Moore Energy	
0131727	Steven Hogue	3,126.05
0130870	OCC Food Services	3,104.20
0131628	Respondus Inc	3,093.45 3,085.00
0131718	Follett Higher Education Group Inc #1094	
0131003	OC Wholesale Flowers	3,066.72 3,064.31
0130886	Sargent-Welch	3,038.98
0131093	Atkinson, Andelson, Loya, Ruud & Romo	3,000.00
0131407	Perfect Interview LLC	2,999.95
0130929	Yosemite Water	2,980.92
0131511	Yong Tang	
0132135	Titlewave Video Subtitling Service	2,950.00
0131875	Crestline Co Inc	2,940.00
0131461	Digital Broadcast Inc	2,935.54
0131947	State Board of Equalization	2,922.00
0131547	City of Garden Grove	2,859.00
0 10 1000	only of Caldell Clove	2,808.10

0130902	Time Warner Cable	2,804.75
0132134	Time Warner Cable	2,800.00
0132099	Pitney Bowes	2,751.00
0131244	DataPipe Inc	2,750.00
0132014	DataPipe Inc	2,750.00
0131617	Oracle USA Inc	2,740.46
0131351	Village Nurseries	2,724.66
0130851	Infinity Designs	2,718.75
0131456	Certified Transportation Serv	2,656.63
0131238	Chem Pro Laboratory Inc	2,648.00
0131491	PGINET Consulting	2,640.00
0131488	Office Depot	2,623.64
0131704	Coastline Community College Foundation	2,607.55
0131241	Constellation New Energy Inc	2,557.50
0131600	Lynde-Ordway Co	2,553.87
0131996	AT&T	2,500.51
0131119	Education 4 Work	2,500.00
0131582	Laura Grinder	2,500.00
0131721	Garden Grove Unified Schools	2,500.00
0131747	Newport-Mesa Unified Sch Dist	2,500.00
0131749	Margaret Nielsen	2,500.00
0131754	Stephanie Phonsiri	2,500.00
0131783	ThreeForks Inc	2,500.00
0131568	College Board	2,475.00
0131435	MT Walker Co	2,455.83
0132113	Refrigeration Supplies Distrib	2,452.36
0131661	Verizon Wireless	2,448.97
0131504	Sherwin-Williams Co	2,417.49
0130835	Drew & Associates	2,400.00
0131472	Haz Party Rentals	2,399.96
0131965	Yosemite Water	2,348.40
0131423	Waxie Sanitary Supply	2,333.85
0131540	Pinnacle Radio Inc	2,312.41
0132115	Roto-Rooter Plumbers	2,310.00
0131606	Montgomery Hardware Co	2,280.01
0131450	Business Office Solutions	2,267.82
0131819	Amico Scientific Corp	2,220.96
0131790	Western Graphics Plus	2,181.14
0132123	Smith Pipe & Supply Inc	2,161.81
0131776	SunGard Higher Education Inc	2,160.00
0131052	UPS Protection	2,150.88
0131048	Time Warner Cable	2,149.39
0132066	Making Connections	2,148.75
0132046	Home Depot	2,131.58
0131738	Robert Livingston	2,125.00
0131851	Builders Security Locks & Ser	2,093.44
0131739	Rachelle Lopez	2,077.00
0131862	CCC Sac	2,076.16
0131166	Office Depot	2,072.22

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0131901	Byron Howell	2,068.00
0131274	SMH Colocation	2,064.00
0131770	SMH Colocation	2,064.00
0131649	Time Warner Cable	2,050.00
0130965	Grainger	2,039.79
0131594	Kelly Equipment	2,029.74
0131865	City of Fountain Valley	2,024.15
0131421	Verizon Wireless	2,015.67
0130873	Pocket Nurse	2,012.88
0131618	Pacific Blue Micro	2,005.00
0130811	Stephanie Bartlow	2,000.00
0130833	Lesley Danziger	2,000.00
0131107	Cerritos Franchise Inc	2,000.00
0131957	Valerie Schmidt Associates	2,000.00
0131729	Hoover Printing & Lithography Inc	1,999.91
0132167	Air Pro Supply Inc	1,983.46
0131139	Hoover Printing & Lithography Inc	1,941.19
0132125	Spicers Paper Inc	1,932.27
0132094	Ratna Pankayatselvan	1,925.00
0132122	Silver Screen Products	1,898.00
0132035	Grainger	1,893.95
0131690	ATI/Assessment Technology Institute	1,860.17
0131007	Office Depot	1,856.14
0130960	Fastlink Financial	1,843.64
0131392	Home Run Software Services Inc	1,825.37
0131592	Johnstone Supply	1,822.68
0131470	GST	1,811.39
0131877	CW Dixon Associates Inc	1,800.00
0131886	Evan's Gunsmith Shooters World Inc	1,800.00
0130995	Nextel Communications	1,786.21
0131005	OCC Food Services	1,754.94
0131281	Susan Wilcox	1,750.00
0131012	Panera Bread	1,747.50
0130808	ATI/Assessment Technology Institute	1,746.00
0131650	Titlewave Video Subtitling Service	1,745.00
0131640	Spicers Paper Inc	1,744.02
0130862	Mobile Modular Management Corp	1,738.91
0130924	David Whyte	1,729.00
0131890	Fisher Scientific	1,725.60
0131927	PL Hawn Company Inc	1,722.60
0131060	Michael Warner	1,718.08
0131621	Portacraft Inc	1,716.08
0131849	Bridges Transitions Co	1,700.00
0131741	Master Recording Supply Inc	1,695.41
0131716	James Farrow	1,688.98
0131282	Xerox Corp	
0130933	Unum Ltc	1,664.73
0131408	Pocket Nurse	1,633.50
0130794	ACS Affiliated Computer Services	1,625.98
0100704	700 / minated Computer Services	1,616.02

0131980	ACS Affiliated Computer Services	1,610.91
0131010	Orchard Garden Hotel	1,594.40
0132085	Office Depot	1,593.99
0131732	Teresa James	1,592.00
0131390	Grainger	1,580.20
0132070	Mary Mortlock	1,560.00
0132140	Vietnamese Community of OC	1,539.00
0132008	Chem Pro Laboratory Inc	1,528.00
0130967	GWC Child Care Center	1,518.00
0131882	Dept of Justice	1,516.00
0131463	Evan's Gunsmith Shooters World Inc	1,500.00
0131512	TechRoom Inc	1,500.00
0131753	On-Site LaserMedic	1,459.74
0131243	Marius Cucurny	1,450.00
0131725	GWC Child Care Center	1,449.00
0131168	Physician Sales & Service	1,447.79
0131595	Key Equipment Finance	1,426.03
0131577	Ewing Consulting Services	1,425.00
0130983	Jeffery Lin	1,418.51
0131149	Main Electric Supply Co	1,407.21
0131850	James Brown	1,400.00
0132019	Dept of Toxic Substances Ctrl	1,400.00
0131910	LiNKS Sign Language & Interpreting Services	1,398.00
0131839	B & P Services Inc	1,393.08
0131703	Coastline Community College Foundation	1,392.45
0131675	Play With A Purpose	1,386.20
0132065	Main Electric Supply Co	1,349.63
0130797	Amer Council on Education	1,347.00
0131083	Aircraft Spruce & Specialty Co	1,345.10
0131846	Bosch Diagnostics	1,340.35
0130948	Calif Tool Welding Supply	1,337.06
0130872	Pak West Paper and Packaging	1,311.09
0131394	Honeywell Int'l Inc	1,300.92
0131585	Henry Schein Inc	1,295.00
0130859	McGraw-Hill Companies	1,293.04
0131820	Anaheim Union HS District	1,284.00
0130799	Anàheim Palms Telecom Center	1,275.00
0131634	SC Sign & Supply LLC	1,270.20
0131868	Commercial Landscape Supply	1,254.28
0130856	Marina Landscape Inc	1,247.00
0131311	Marina Landscape Inc	1,247.00
0131607	NCS Pearson Inc	1,246.50
0131447	Baytek Engineering	1,220.00
0132097	Pharmedix	1,205.80
0131330	Shinoda Design Center Inc	1,197.84
0131036	Susana Soqui-Lopez	1,193.30
0131701	CDWG	1,188.12
0131133	GWC RHORC Trust	1,186.38
0131613	OCC Food Services	1,179.87

0131110	Consolidated Electrical Dist	1,164.11
0131053	US Bank	1,158.28
0131509	Mitzie Sowell	1,150.20
0131503	Sehi Computer Products Inc	1,145.58
0130896	Sterilite Corp	1,139.22
0131913	Mariposa Women & Family Center	1,122.00
0131836	Austin Hardwoods	1,121.83
0132021	Kevin Donahue	1,121.58
0131482	LiNKS Sign Language & Interpreting Services	1,116.00
0131942	Shinoda Design Center Inc	1,112.62
0131058	Jinling Wang	1,103.06
0131279	Whitaker, Denise	1,102.39
0131032	Brenda Shine	1,100.00
0131230	Frank Baker	1,100.00
0132044	Anna Hanion	1,100.00
0131288	Action Publishing Inc	1,092.74
0132148	Western Farm Service	1,089.46
0131064	Michelle Wild	1,085.18
0132028	Carol Flowers	1,078.11
0131795	Xerox Corp	1,076.84
0131259	Home Depot	1,076.55
0132000	Barbara Bond	1,074.40
0131165	OCC Phi Theta Kappa	1,071.00
0131495	Preferred Property Maintenance	1,066.75
0132055	Kelly Equipment	1,063.56
0131892	Fry's Electronics	1,062.03
0131254	GWC Food Services	1,057.43
0130951	CCC Bookstore	1,057.22
0132016	Mary Davis	1,050.00
0132050	Irvine Pipe & Supply	1,046.42
0131197	The Gas Company	1,043.68
0132095	Olga Perez Stable Cox	1,040.63
0131159	OC Wholesale Flowers	1,033.94
0131941	Shell Oil	1,027.09
0132089	Margaret Ott	1,025.00
0131867	Patti Collings	1,020.00
0131356	Lois Wilkerson	1,016.50
0131506	Siemens Building Technologies Inc	1,005.00
0132121	Siemens Building Technologies Inc	1,005.00
0131779	Tangram	1,003.93
0131712	Dell Higher Education	1,002.63
0131365	Water Safety Resources	1,000.00
0131878	Daily Pilot	1,000.00
0131885	Edison HS Football Boosters	1,000.00
0131955	U.S.CAD	1,000.00
0131385	Ewing Irrigation Products	997.37
0132026	Facilities Protection Systems	995.00
0130922	Western Graphics Plus	993.43
0131194	T-Mobile	993.26

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0130945	Edward Bender	993.00
0131728	Home Depot	992.89
0130984	LiNKS Sign Language & Interpreting Services	992.00
0131854	Cal-Wai Gypsum Supply	989.92
0131962	David Whyte	988.00
0131502	Sasco	974.00
0131813	Aguinaga Green Inc	973.31
0130869	OCB Reprographics	972.23
0131925	Pep Boys	969.82
0131462	DM Color Express Inc	967.88
0131605	Merck Vaccines	966.28
0131397	Johnstone Supply	949.77
0132151	Yosemite Water	949.34
0131379	Declues, Burkett & Thompson, LLP	946.58
0131138	Home Depot	939.69
0131561	Business Office Solutions	935.75
0131869	Community College League of Calif	930.00
0131870	Community College League of Calif	930.00
0131097	Battery Systems	929.62
0131245	Dell Higher Education	926.33
0132098	Physician Sales & Service	914.56
0130843	GWC Associated Students	910.00
0131268	MCM	907.23
0131688	ASTC Polymers Inc	906.19
0131608	Newport Harbor Football Boosters	900.00
0131143	Johnstone Supply	899.93
0130829	Cuffman, Charles M	899.45
0131424	Western Graphics Plus	894.79
0131545	A Child's View Preschool	891.36
0131672	Zep Manufacturing Co	889.29
0131670	Yale Chase Materials Handling Inc	878.41
0131930	Priority Mailing Systems LLC	868.36
0131141 .	Island Color inc	861.30
0132038	Pedro Gutierrez	855.00
0131067	Childcraft Educ Corp	852.82
0131483	Connie Marten	851.00
0131436	A Child's View Preschool	850.84
0132112	· Real Goods Solar Living Institute	850.00
0131829	AT&T	842.46
0131691	Bet Tzedek Legal Services	840.00
0131831	AT&T	837.02
0131505	Shinoda Design Center Inc	835.16
0131239	Chevron USA Inc	832.95
0131999	Laura Behr	832.60
0131492	Physician Sales & Service	828.93
0131411	Saddleback Materials Co Inc	826.44
0132061	Deanna Lehmann	824.07
0131426	Xerox Corp	817.34
0131982	Akinleye, Abiodun	805.00
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0130888	Ny Sayasy	700.40
0131844	Berg, Belle	790.42
0131441	Apex Audio Inc	785.54 782.64
0132137	Union 76	782.0 <del>4</del> 781.07
0130985	Michelle Ma	774.79
0131720	Fry's Electronics	774.79 770.70
0131638	Southern Calif Edison Co	766.39
0131038	Stater Brothers	765.88
0132051	Island Color Inc	761.25
0130798	Anaheim Band Instruments Inc	759.08
0131104	Carroll Promotions Inc	756.73
0132136	Karen Tran	755.04
0130909	United Parcel Service	750.00
0131066	Jan Yett	749.10
0132060	League for Innovation	742.50
0131810	Aberdeen Captioning Inc	740.00
0131039	Cheryl Stewart	735.00
0131018	Pro Photo Connection	734.88
0131768	Sign-Mart	722.92
0132081	OCC Food Services	720.61
0131586	Home Depot	720.37
0131793	World-Wide Fire Inc	719.72
0131258	Marcela Hernandez	714.71
0131900	Home Depot	713.77
0131584	Harland Technology Services	713.23
0131645	The Gas Company	708.89
0131764	Scallon, Suzi	706.60
0131673	Constructive Playthings	704.48
0130820	Thomas Chambers	700.00
0131338	Mary Christine Sullivan	700.00
0131530	Marcus Young Owl	700.00
0131573	David Crockett	700.00
0131796	Constructive Playthings	697.80
0130919	WASFAA	695.00
0130920	WASFAA	695.00
0130936	Accurate Termite & Pest Control	692.00
0131590	Iron Mountain	680.72
0130819	Certified Transportation Serv	677.19
0131270	OCC Food Services	675.87
0131513	Unifirst Corp	673.20
0130921	Western Farm Service	671.69
0132152	Cal-Olympic Safety	670.21
0130825	Coast Fitness Repair Shop	667.70
0131922	OCC Food Services	665.01
0131396	Irvine Pipe & Supply	660.83
0132154	OCC Food Services	659.54
0130991	Jennifer Mc Donald	657.14
0131266	LiNKS Sign Language & Interpreting Services	654.00
0131554	Artistic Flowers	652.50

0131818	American Warehouse	651.56
0132039	Mireille Halley	650.00
0132076	Madjid Niroumand	650.00
0132079	OC Fire Protection	650.00
0131113	CTI-Valueline	644.62
0132024	Gregory Evans	640.48
0131428	Environments Inc	640.47
0130964	Golf Ventures West	638.82
0131508	Southern Calif Edison Co	637.10
0131101	BJ Bindery Inc	630.76
0131834	AT&T	624.11
0130866	OC Auditor-Controller	619.50
0131267	Frederick Lockwood	616.82
0132022	Dr. Murray Taubman	609.00
0131085	Amsterdam Printing & Litho	602.35
0131247	Shirley Donnelly	601.64
0131350	Verizon Wireless	600.24
0131035	Thomas Snyder	600.00
0131327	Prado Olympic Shooting Park	600.00
0131946	Daren Starnes	600.00
0131415	Smith Pipe & Supply Inc	597.20
0130800	Aqua-Clear Water Treatment Specialists Inc	595.00
0131731	Irvine Pipe & Supply	592.26
0131314	Journana McGowan	590.65
0131548	AmeriPride Uniform Services	587.94
0132007	Center for Academic Development - UMKC	585.00
0131636	Sehi Computer Products Inc	579.70
0131735	Key Equipment Finance	578.55
0132102	Portacraft Inc	574.95
0130946	Chandulal Brahmbhatt	568.63
0131693	Boys and Girls Club of Huntington Valley	567.00
0130815	Camel Financial Inc	565.60
0131893	GlaxoSmithKline	565.60
0132006	CDWG	565.50
0131043	Christian Teeter	561.86
0131629	Rhino Electric Supply	560.13
0131686	AMC Inc	555.00
0131681	Academic Cap & Gown	554.00
0132155	Stater Brothers	550.40
0131632	RP Group	550.00
0131715	Lee Famiano	550.00
0131847	Mary Brandon	550.00
0132117	Kimberly Ryder	550.00
0131599	Katie Linke	544.72
0131951	Tan, Patrick	542.94
0131521	Walters Wholesale Electric Co	539.46
0131332	Shred Confidential Inc	531.56
0130836	Dyer, Shannon	530.44
0132133	Thyssenkrupp Elevator	530.00

0404044	Believ Best B. 7.1	
0131841	Baker Party Rentals	529.50
0132004	Castaneda, Carlos	527.41
0132073	Linda Myers	525.00
0131079	Vision Service Plan	522.56
0131866	Clark Security Products	519.65
0131277	Stanley, Patricia	516.54
0131652	Travel Store Inc	509.40
0132030	Fry's Electronics	506.70
0130973	Johnson, Earl	505.81
0132015	Julie David	504.42
0131062	Sandra Whiteside	503.72
0131496	Premier Office Services Co	503.53
0131457	City of Fountain Valley	500.67
0131180	Regan, Michael	500.30
0131571	Costa Mesa HS Football	500.00
0131671	Youth Employment Services Harbor Area Inc	500.00
0131911	Mackingwell	500.00
0130832	Daniels Tire Service	498.96
0131130	Granger-Dickson, Sue	498.10
0131907	Leon Kimball	498.02
0131876	Crown Ace Hardware	488.79
0131767	Security Signal Devices	485.00
0131896	Guardian Power Protection Services Inc	475.00
0131979	Academic Senate	475.00
0131232	Rick Boone	472.00
0131076	First Health	470.08
0131011	Jennifer Ortberg	466.14
0131251	Fisher Scientific	465.59
0131490	Barry Perrou	462.20
0130957	Elite Toy Store	461.98
0131320	OC Wholesale Flowers	458.93
0130970	Home Depot	453.39
0131109	Collins, Lorna	452.94
0131023	Diane Restelli	452.39
0131100	Bee Busters Inc	450.00
0131196	TechRoom Inc	450.00
0132001	Keith Bower	450.00
0132011	Commission Accreditation of Allied Heath Ed	450:00
0131773	Spicers Paper Inc	448.27
0131920	North Net Fire Training Center	448.00
0131272	Pro Photo Connection	446.13
0131919	Nextel Communications	441.37
0131094	Baker & Taylor	440.67
0131566	Clark Security Products	440.46
0131699	Carolina Biological Supply	439.30
0131895	Granger, Thella	436.87
0131806	CCCD Workers Comp Trust Fund	436.10
0131057	Walters Wholesale Electric Co	435.01
0131117	Ditch Witch of Southern Calif	431.95

0130852	Knorr Systems Inc	431,80
0131515	United Direct Marketing Inc	430.00
0132036	Graphic Edge	429.28
0131317	Melinda Nish	429.26
0131140	Huang, Janet	427.68
0131510	Dennis Tabor	425.00
0131042	Christian Teeter	421.79
0130826	Community College Press	420.00
0131838	Awards Etc	418.47
0132054	JW Pepper & Son Inc	418.23
0131354	Michael Warner	418.19
0131808	AA Equipment	417.26
0131985	America's Tire	416.98
0130928	Xerox Corp	414.76
0130982	Theresa Lavarini	412.44
0131943	Smardan Supply Co- Orange Coast	411.99
0130898	Dejah Swingle	410.71
0130847	Henry Schein Inc	406.46
0131651	Travel Store Inc	406.40
0131202	Tracy, Mitch	405.00
0131879	Daniels Tire Service	404.60
0131420	Verizon Wireless	404.27
0131968	Stater Brothers	404.04
0132143	Walters Wholesale Electric Co	403.90
0132025	Fabricland	403.65
0131152	Mineo, Donald	402.66
0130809	Ayala, Connie	402.19
0131229	AT&T	401.99
0131334	Smart & Final	401.44
0131068	Smart & Final	400.49
0131555	Susan Aube	400.00
0131684	Allen, Prudence E.	400.00
0131694	Boys and Girls Club of Huntington Valley	400.00
0131843	Farah Bennani	400.00
0131998	Bee Busters Inc	400.00
0132042	Raine Hambly	399.78
0131280	David Whyte	399.00
0132052	JK Electronics Distributors Inc	397.80
0131211	Discount School Supply	394.94
0131373	Cartridge World	392.54
0131550	Andrews, Clarissa	391.94
0131271	Powertron Battery Co	390.85
0131412	Sign-Mart	390.41
0131102	Bob's Shade & Linoleum	390.38
0132120	Sena Auto	390.00
0131713	Dunn Edwards	388.54
0131160	OCC Alpha Gamma Sigma	385.00
0130938	Aircraft Spruce & Specialty Co	382.53
0131326	Stephanie Phonsiri	381.30

0132104	Premier Office Services Co	378.08
0131030	Sehi Computer Products Inc	377.20
0131341	Titlewave Video Subtitling Service	375.00
0131144	Kelly Paper	369.73
0131201	Toshiba Business Solutions	369.46
0131692	BJ Bindery Inc	368.66
0131184	Rothman, Vicki	368.22
0131479	island Florals	366.76
0131549	Amico Scientific Corp	365.70
0130943	Kevin Ballinger	364.41
0131465	Fisher Scientific	363.92
0130849	Home Depot	363.75
0131603	McKesson Medical Supplies	363.58
0132041	Raine Hambly	361.90
0131460	Daniels Tire Service	360.72
0131255	Heather Harris	357.86
0132064	Macias Gini & O'Connell LLP	350.00
0131112	Crabbs, David E	347.00
0131583	GWC Food Services	346.35
0131299	DTC Lake Forest	345.93
0131625	Pyro-Comm Systems Inc	345.00
0131644	The Gas Company	341.69
0132138	Verizon California	341.06
0131304	H&E Equipment Services Inc	334.33
0131167	Oliver, Brook	333.53
0131300	Eastman Kodak Co	333.00
0130850	Hoover Printing & Lithography Inc	331.69
0131021	Diane Restelli	330.00
0131187	Security Signal Devices	329.30
0130892	Sodexho Inc & Affiliates	326.25
0131953	Thomson West	323.40
0131842	Battery Systems	322.85
0130975	Rita Jones	318.90
0131908	Andrea Lane	318.22
0131054	US Bank	317.72
0131296	Berlynn Ching	316.80
0131207	Vocational Biographies Inc	316.00
0131125	Fisher Scientific	314.68
0131242	Cook, Gary	313.73
0131372	Calif Commercial Lighting	311.24
0132149	Yvonne Wilson	310.52
0131966	Smart & Final	308.71
0131114	Daniels Tire Service	304.19
0131609	NFPA Int'l	301.38
0130831	CW Dixon Associates Inc	300.00
0130966	Kimberly Guinn	300.00
0131098	Bauer, Chris	300.00
0131151	Miezan, Ekra	300.00
0131157	Njoroge, Dorothy	300.00
	, <b>,</b> ,,	500.00

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0131210	Zackey, Justin	300.00
0131710	CW Dixon Associates Inc	300.00
0131811	Abplanalp, Edward	300.00
0131444	B & H Photo-Video	299.99
0131348	Verizon Wireless	298.90
0132141	Vietnamese Translation Services	297.36
0132139	Verizon California	296.19
0130834	Dilko, Patricia	295.00
0130796	Alco Target Co	293.72
0131236	CCC Petty Cash	293.40
0130981	Konica Minolta Business Solutions USA Inc	292.63
0131193	Spicers Paper Inc	292.22
0131914	McLogan's Supply Co Inc	291.67
0131290	Art Supply Warehouse	290.68
0131115	Davis, Mark	289.80
0131860	CCC Bookstore	289.63
0130795	Alan's Lawnmower & Garden Ctr Inc	287.63
0131086	Amtech Elevator Services	287.50
0131347	Verizon Wireless	286.73
0131226	Accent Florist	285.75
0131990	AT&T	283.94
0131501	Safety 1st Pest Control Inc	283.50
0131040	Suburban Water Systems	283.34
0131153	Minuteman Plumbing	282.50
0131262	Rita Jones	278.99
0131938	Recording for Blind & Dyslexic	275.00
0131874	Costco	274.25
0131179	Ramani, Maria V.	274.00
0131995	AT&T	272.71
0130865	Newport Exterminating	269.50
0130883	Redwine, Judith A.	268.90
0131298	Digital Networks Group Inc	267.83
0131142	Island Florals	266.71
0131517	Verizon Wireless	266.58
0131683	AJ Graphics	266.00
0131302	Lori Genova	264.00
0132083	Ocean In Motion	262.50
0131993	AT&T	262.18
0131929	Prince Enterprises Inc	261.87
0130885	S & B Foods	259.91
0132002	Carmen's Uniforms Inc	256.43
0132027	Fisher Scientific	255.86
0131391	Home Depot	253.20
0131081	Aardvark Clay Supply	251.89
0132003	Carroll Promotions Inc	250.84
0131127	Ganahl Lumber Co	250.58
0130979	Christopher Ketcham	250.00
0130986	Janice Maran	250.00
0131182	Riley, Dominique	250.00

0131264	John Knox	250.00
0131321	Marco Ochoa	250.00
0131371	Bee Busters Inc	250.00
0131856	Calif Workforce Assn	250.00
0131857	Calif Workforce Assn	250.00
0131451	Calif Refrigeration Distributors	249.96
0131551	Andtech Corporation	249.92
0131103	Canavan, Robert	248.90
0130839	Federal Express Corp	247.02
0131198	The Gas Company	246.95
0132062	Janelle Leighton	245.02
0131212	Kaplan School Supply Corp	243.41
0131994	AT&T	241.17
0131591	Iron Mountain Records Mgmt	239.30
0131448	BJ Bindery Inc	239.25
0132072	Mutual Liquid Gas & Equipment	239.05
0131474	Home Depot	236.33
0130890	Siemens Water Technologies Corp	235.80
0131899	Jacqueline Hils-Williams	235.40
0131711	Daniels Tire Service	230.35
0131164	OCC Petty Cash	230.23
0131056	Vales, Aurora	230.00
0131809	ABC Adult School	230.00
0131416	Thomson West	227.75
0131382	ECS Refining	227.70
0131766	Seal's Health Care	227.39
0132063	Lexington Technology	226.50
0132071	Kathy Mowers	225.00
0132056	Kelly Paper	224.70
0131562	Business Office Solutions	224.35
0131612	OCC Co-curricular	224.20
0131137	Hilden, Eric	223.85
0131246	Digital Networks Group Inc	222.41
0131564	CCC Bookstore	216.68
0132012	Comtel Pro Media .	215.80
0132029	FRS Environmental	214.50
0131401	Mesa Golf Carts	213.15
0130906	Tustin Awards Inc	211.41
0130937	Advanced Gas Products	211.06
0131730	Hub Auto Supply	210.28
0132078	Noriega, Diana	210.20
0131752	Office Depot	210.03
0131195	Jennifer Takahashi	209.00
0131769	Smardan Supply Co- Orange Coast	208.41
0131742	McCovery, Terence	207.44
0130858	Martin, Allen	204.24
0131653	US Foodservice	203.10
0132031	Fullerton College Bookstore	202.55
0131466	Ganahl Lumber Co	199.72
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0131367	Airgas West Inc	199.51
0130949	Calif Transport Refrigeration	199.27
0131633	Samy's Camera	196.97
0131178	Quadra, Indiana	196.70
0131516	USA Today	195.00
0131090	AT&T	194.77
0131123	Federal Express Corp	194.03
0131894	Grainger	193.38
0132049	Iron Mountain	193.04
0131399	McMaster-Carr	192.76
0131477	Irvine Pipe & Supply	191.16
0131148	Jim Laiola	190.00
0131905	JK Electronics Distributors Inc	189.57
0131744	Mirghavami, Rahi ,	188.47
0131486	Kimberly Morita	188.34
0132131	Swinton, Jan	188.18
0131387	Fisher Scientific	187.30
0130867	OC Auditor-Controller	184.50
0131446	BAVCO Backflow Apparatus-Valve	182.42
0131687	American Red Cross	180.00
0131858	Matthew Carlton	180.00
0131760	Linda Rhines	179.36
0130803	AT&T	178.54
0130993	Minuteman Plumbing	177.50
0130810	Balloons By Lucille Virgil .	176.99
0132017	Dept of General Services	176.62
0130814	Calif Tool Welding Supply	175.36
0131952	The Shredders	175.00
0131089	AT&T	174.33
0131991	AT&T	174.33
0130904	Travel Store Inc	174.20
0131563	Carmen's Uniforms Inc	173.89
0132068	Laurie Melby	172.15
0131378	Corporate Express	168.91
0131189	Smarthome	168.44
0131225	Aardvark Clay Supply	165.36
0131814	Airgas West Inc	165.30
0131557	B & P Services Inc	165.06
0131319	OC Fire Protection	165.00
0131558	Barnes & Noble Inc	163.78
0131388	Fry's Electronics	163.02
0131821	Apex Audio Inc	162.58
0131310	Isabelle Krasney	161.24
0131353	Jocelyn Wang	160.74
0131918	Luz Natanson	160.16
0131983	Jesus Alcala	160.13
0131289	AJ Graphics	160.00
0131593	Jupiterimages Corp	159.95
0130980	Kim, Daniel	158.72

0130914	Varitek Inc	157.63
0131788	Visual Results Inc	156.58
0131826	AT&T	156.55
0131084	Airgas West Inc	155.83
0132144	Water Tech Ag Supply	155.73
0131425	World Point	155.33
0131308	Jody Hollinden	154.83
0130822	Cintas First Aid & Safety	154.09
0131967	State Board of Equalization	154.00
0131845	BJ Bindery Inc	153.34
0131145	Rose Anne Kings	152.82
0131723	Marcia Gordon	151.80
0130915	Virtual Freelance Network	150.00
0131022	Diane Restelli	150.00
0131061	James West	150.00
0131240	William Cochrane	150.00
0131333	Matthew Simpson	150.00
0131342	Don Turnbull	150.00
0131546	AACC	150.00
0131569	COSIPA	150.00
0131570	COSIPA	150.00
0131987	Betty Anderson	150.00
0132128	Storage Place	150.00
0132130	Dejah Swingle	150.00
0132142	Ellis Waller	150.00
0132169	Division of State Architect	150.00
0132170	Division of State Architect	150.00
0131376	Coastal Press Inc	148.99
0131206	Vo, Davis	148.55
0131945	South Coast Air Quality Mgmt District	146.90
0131812	Accent Florist	146.81
0130842	Anna Greenwald	146.80
0131203	Turf Star Inc	146.59
0131368	Amtech Elevator Services	146.35
0131096	Elizabeth Barton	143.34
0131329	Debra Secord	140.84
0130974	Johnston, Rodger	140.00
0131318	Mary O'Connor	139.70
0131237	CDWG	139.53
0131986	Anaheim Campus Bookstore	138.93
0132086	Office Depot	138.59
0131324	Pham, Trang P	138.38
0131019	Amy Rangel	137.78
0131981	Airgas West Inc	137.73
0131580	Grainger	137.17
0131614	OCC Petty Cash	132.74
0131924	Pacific Parking Systems Inc	131.49
0131702	Coast Community College District	129.08
0131840	Baker & Taylor	127.28

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0131452	Calif Tool Welding Supply	405.00
0131948	Kathy Suarez	105.88
0131249	Stephanie Dumont	105.77
0131915	April Millikan	105.39
0130977	Anna Katsuki	105.04
0132088	On-Site LaserMedic	105.00
0131045	The Gas Company	105.00
0131931	Prudential Overall Supply Co	104.93
0131659	Verizon California	104.77
0131676	Teachers' Discount	104.53
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0130954	Karen Dickerson	104.10
0131000	Tri Nguyen	104.10
0130855	Ana Lugo	104.00
0131992	AT&T	102.92
0131883	Dish Network Chicago	102.46
0131340	Three Stars Portable Toilets	101.49
0131559	Battery Systems	100.32
0132101	Pool Supply of Orange Co Inc	100.17
0130816	Carson, George	100.00
0130854	Lowry, Sharon	100.00
0130887	Savarese, Theresa	100.00
0130889	Schmidt, Valerie	100.00
0130897	Sun-X Auto Glass	100.00
0130925	Williams, Karen	100.00
0131507	Smog & Gas of Costa Mesa	100.00
0131637	Smog & Gas of Costa Mesa	100.00
0131666	Western Exterminator Co	100.00
0131944	Smog & Gas of Costa Mesa	100.00
0130997	Ailene Nguyen	99.98
0130913	Yvonne Valenzuela	99.91
0131174	Prudential Overall Supply Co	99.58
0131520	Vivitar Security Systems Inc	99.00
0131552	Cristina Arellano	96.91
0131265	Hei-Yi Leung	96.00
0131346	Verizon California	95.86
0132150	Susan Winterbourne	95.45
0131574	Crown Ace Hardware	95.42
0131033	Shred-It	95.00
0131969	Western Exterminator Co	94.50
0130792	AA Equipment	94.48
0131786	Celicia Tran	93.50
0131706	Barbara Cooper	93.41
0131410	Rhino Electric Supply	93.23
0131630	Janice Roby	93.12
0130900	Karen Thayer	92.30
0131303	Ghasemzadeh, Mojdeh	92.29
0130961	Benjamin Figueroa	92.00
0130990	Elias Marron	92.00
0130999	Jessica Nguyen	92.00
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0131049	Eileen Tom	92.00
0131055	Yvonne Valenzuela	92.00
0131700	Caston Office Solutions	91.87
0131305	Virginia Hanson	91.63
0131734	Johnstone Supply	90.71
0131344	USA Mobility Wireless Inc	89.92
0131581	Graybar Electric	89.74
0131017	Sue Primich	89.51
0131665	Western Exterminator Co	88.00
0130917	Bridget Vu	87.68
0131116	Dell Higher Education	86.99
0131453	Carroll Promotions Inc	86.86
0131253	Fry's Electronics	86.19
0130895	Stater Brothers	85.92
0131576	Eversoft	85.91
0131469	Anna Greenwald	85.55
0130976	Cheryl Jupiter	85.00
0130998	Christina Nguyen	85.00
0131050	Ana Tovar	85.00
0131250	Maria Estrada	85.00
0131437	Accurate Termite & Pest Control	85.00
0131526	Western Exterminator Co	85.00
0130971	Irvine Valley College Bookstore	84.55
0131771	Smith Pipe & Supply Inc	84.12
0131025	Ruiz, Jennifer	82.00
0131438	Alamitos Auto Parts Inc - Napa	81.68
0130939	Anderson, April	80.00
0130994	NCS Pearson Inc	79.62
0131898	HB Digital Arts	79.38
0131657	Shayla Vanwormer	78.75
0131597	Larry's Building Materials	78.08
0131654	USA Mobility Wireless Inc	77.20
0131147	John Knox	77.13
0131095	Walter Banoczi	77.00
0131748	Kim Thi Nguyen	77.00
0131481	Kelly Paper	76.93
0131349	Verizon Wireless	75.14
0130927	Women Helping Women	75.00
0132067	Karen McGaughey	75.00
0132074	Anita Narayane	75.00
0130807	AT&T Mobility	73.88
0131136	Herff Jones - Cap & Gown Div	73.52
0131228	Anaheim Band Instruments Inc	73.32
0131163	OCC Mu Alpha Theta	
0130804	AT&T	70.00 69.99
0130804	Chronicle of Higher Education	
0130021	Virginia Hanson	69.97
	Ford Electronics Inc	69.60
0131719		69.17
0130868	OC Business Journal	69.00

0131370	Battery Systems	00.00
0131553	Art Supply Warehouse	68.39
0130912	USA Mobility Wireless Inc	67.89
0131260	Diana Jason	67.50 67.34
0131467	Govconnection Inc	67.34
0131872	Constellation New Energy Inc	66.95
0131072	AT&T	66.83
0131343	USA Mobility Wireless Inc	66.34
0131323	Diep Pham	66.05
0131135	Lorraine Henry	66.00
0132103	Powertron Battery Co	65.71
0131156	Muxi, Miguel	65.14
0131828	AT&T	65.00
0130901	Theodore Robins Ford	64.76
0131635	Seal's Health Care	63.16
0131273	Prudential Overall Supply Co	63.00
0131623	Prudential Overall Supply Co	62.99
0131932	Prudential Overall Supply Co	62.99
0131827	AT&T	62.99
0132047	Infinity Designs	62.67
0131013	Paragon Industries	62.64
0131295	Elizabeth Caluag	62.51 61.49
0131126	Fung, Karen	
0131587	Hub Auto Supply	61.25 61.22
0131234	Kym Carroll	60.00
0131252	Leilani French	60.00
0131256	Kate Hawkins	60.00
0131313	Tiwan Mc Cullum	60.00
0131352	Mary Wallace	60.00
0130879	Prudential Overall Supply Co	59.43
0131662	Berton Vite	59.43
0130805	AT&T	59.11
0131291	AT&T	59.03
	Alliance Payphone Inc	59.00
0130968	GWC Petty Cash	57.82
0131257	Herff Jones - Cap & Gown Div	57.23
0132153	Environments Inc	56.75
0131897	GWC Bookstore	55.00
0132013	Dakota Backflow Co	55.00
0131443	AT&T	54.34
0131069	Stater Brothers	53.75
0131624	Public Economics Inc	53.32
0131655	USA Mobility Wireless Inc	53.23
0131873	Constructive Playthings	53.14
0132090	Our Daily Bread	52.82
0131524	Western Exterminator Co	52.50
0131047	Lynne Thissell	52.18
0131807	CCCD Workers Comp Trust Fund	51.70
0131080	AA Equipment	51.70
	· · · — darler 1900	J 1.24

0132119	Sehi Computer Products Inc	51.11
0130840	Hilda Friend	50.60
0131906	Kelly Paper	50.47
0131034	Smog & Gas of Costa Mesa	50.00
0131190	Smog & Gas of Costa Mesa	50.00
0131335	Smog & Gas of Costa Mesa	50.00
0131525	Western Exterminator Co	50.00
0131782	Thomson West	49.67
0132043	Raine Hambly	49.60
0130950	Camacho, Isabel	48.50
0131823	AT&T	48.46
0130947	Zhenghong Broyles	48.40
0131293	Zhenghong Broyles	48.40
0130940	AT&T	48.12
0131696	Business Machines Consultants Inc	48.10
0130802	AT&T	47.93
0130911	USA Mobility Wireless Inc	47.59
0130875	Prudential Overall Supply Co	47.48
0131171	Prudential Overall Supply Co	47.48
0131497	Prudential Overall Supply Co	47.48
0131755	Prudential Overall Supply Co	47.48
0132105	Prudential Overall Supply Co	47.48
0132109	Prudential Overall Supply Co	47.48
0131294	Business Aircraft Consumables	47.25
0131185	Loren Sachs	47.11
0131859	CCC	47.00
0131598	Janelle Leighton	46.97
0130818	Glenda Centeno	46.75
0130846	HB Digital Arts	46.49
0131912	Main Electric Supply Co	46.19
0131758	Prudential Overall Supply Co	46.18
0131934	Prudential Overall Supply Co	46.18
0131315	Linda Mellor	45.54
0131124	Ferm, Scott R	44.95
0131523	Western Exterminator Co	44.50
0131960	Western Exterminator Co	44.50
0130926	Susan Winterbourne	44.00
0131183	Cheryl Rojas	44.00
0131824	AT&T	43.52
0130923	Westerskov, Victoria	43.45
0131188	Melissa Simpson	43.01
0131956	Uline	42.90
0130910	USA Mobility Wireless Inc	42.87
0130801	AT&T	42.70
0131175	Prudential Overall Supply Co	42.08
0131176	Prudential Overali Supply Co	42.08
0131757	Prudential Overali Supply Co	42.08
0131414	Smardan Supply Co- Orange Coast	40.75
0131414	OCC Food Services	40.73
0101102	COO LOOG GELAIGES	40.00

0131871	Community College Week	40.00
0130853	Los Angeles Times	39.00
0130935	Vision Service Plan	38.85
0130881	PSI Group Inc	38.80
0130963	Deborah Goldstick	38.50
0131128	Deborah Goldstick	38.50
0130953	Crown Ace Hardware	37.99
0131926	Hai Pham	37.95
0131070	Xerox Corp	37.32
0131231	Ted Boehler	36.90
0131464	Eversoft	36.54
0131620	Pocket Nurse	36.29
0131445	Banc of America Leasing	35.53
0131658	Verizon California	35.07
0132077	NOCCCD- School of Continuing Education	35.00
0132118	School of Continuing Education	35.00
0131567	Coastal Press Inc	34.80
0130905	Linda Truax	33.19
0131099	Bearid, Helen	32.72
0131604	McMaster-Carr	32.63
0131402	Murray, Earl	32.61
0131698	Camacho, Isabel	32.61
0131087	AT&T	32.48
0131088	AT&T	32.48
0131454	CCC Bookstore	31.70
0131082	Adorno, Yoss, Alvarado & Smith	31.50
0131132	GWC Food Services	31.06
0131442	Art Supply Warehouse	30.54
0131004	OCC Associated Students	30.00
0131917	Mutual Liquid Gas & Equipment	30.00
0132147	Westcliff Medical Lab	30.00
0131940	Security Signal Devices	29.95
0131787	Martha Tran-Nguyen	28.24
0131714	Exacta Dental Products Inc	27.90
0130942	Baker & Taylor	27.66
0131578	Federal Express Corp	27.35
0131656	USA Mobility Wireless Inc	27.18
0131306	Leslie Hargrove	25.91 <sup>-</sup>
0131642	Stater Brothers	25.79
0131602	Vincent Martinez	25.32
0131778	TALX Corp	25.00
0130823	City of Huntington Beach	24.38
0132009	City of Huntington Beach	24.32
0131660	Verizon California	24.18
0132018	Dept of Motor Vehicles	24.00
0131528	World Point	23.97
0132110	Prudential Overali Supply Co	23.74
0131556	B & H Photo-Video	22.40
0130880	Prudential Overall Supply Co	22.32
	ALLEN	22.02

0131177	Prudential Overall Supply Co	22.18
0131933	Prudential Overall Supply Co	22.18
0131531	Book Vine for Children	21.94
0132126	State Board of Equalization	21.87
0131950	Dejah Swingle	21.82
0131494	Norma Pollaro	21.26
0131191	Southern Calif Edison Co	21.12
0131309	Jody Hollinden	20.00
0131345	Ruben Velasco	20.00
0131275	Thomas Snyder	19.34
0130987	Earnest Marchbank	19.25
0130996	Michelle Ngo	19.10
0131028	Michelle Sambrano	19.10
0131044	Russell Terry	19.10
0131316	Steve Nguyen	19.10
0131386	Federal Express Corp	18.60
0131889	Federal Express Corp	18.57
0131669	Xerox Corp	18.27
0130878	Prudential Overall Supply Co	18.24
0131499	Prudential Overall Supply Co	18.24
0131815	Alan's Lawnmower & Garden Ctr Inc	17.57
0131830	AT&T	17.37
0132127	Stelle, Steven	17.00
0131756	Prudential Overall Supply Co	16.90
0132106	Prudential Overall Supply Co	16.90
0130876	Prudential Overall Supply Co	16.88
0131172	Prudential Overall Supply Co	16.88
0131500	Prudential Overail Supply Co	16.88
0132107	Prudential Overall Supply Co	16.88
0132108	Prudential Overall Supply Co	16.88
0130989	Earnest Marchbank	16.83
0130903	Jenny Tran	16.75
0131902	Hub Auto Supply	16.51
0130877	Prudential Overall Supply Co	16.04
0131173	Prudential Overall Supply Co	16.04
0131498	Prudential Overall Supply Co	16.04
0131118	Robert Dixon	16.00
0131529	Tracy Young	15.29
0130864	Linda Newman	. 15.00
0131278	Veronica Valdez	15.00
0131487	Linda Newman	15.00
0131596	Mymy Lam	14.30
0131935	Prudential Overall Supply Co	14.00
0131936	Prudential Overall Supply Co	14.00
0131046	Theodore Robins Ford	12.20
0130988	Earnest Marchbank	12.10
0131027	Michelle Sambrano	12.10
0130884	Meri Rogoff	12.00
0131909	Jeanette Lee	11.69

0131355	Sean Watson	44.00
0131122	Federal Express Corp	11.30
0130806	AT&T	11.08
0131292	AT&T	10.98
0132010	Clark Security Products	10.94
0131689	AT&T	10.94
0131395	Horizon	10.92
0130978	Kelly Paper	10.49
0131646	The Gas Company	10.33
0131263	Thomas Juno	10.25
0130812	Connie Boehler	10.12 10.00
0130958	Gillian Fallau	10.00
0130962	Abbigail Finger	10.00
0131037	Danielle St. Onge	10.00
0131312	Mary Martinez	10.00
0131398	Devon Lapier	
0131400	Richard Melim	10.00 10.00
0131475	Sonja Howe	10.00
0131733	Avery Joharchi	10.00
0131743	Pamela McEwen	10.00
0131746	Melanie Nellor	10.00
0131762	Joshua Roe	10.00
0131763	Nathan Roe	10.00
0131794	Travis Wright	10.00
0131059	Wards Natural Science	9.85
0131413	Sims-Orange Welding Supply Inc	9.78
0131449	Paula Brady	9.35
0130930	USA Mobility Wireless Inc	8.37
0131677	USA Mobility Wireless Inc	8.37
0131833	AT&T	7.84
0131709	Crown Ace Hardware	7.14
0131384	Jeffrey Evans	7.00
0131928	Pocket Nurse	6.99
0131092	. AT&T	6.70
0131888	Federal Express Corp	6.44
0131161	OCC Associated Students	5.00
0132082	Oce Imagistics Inc	4.83
0131248	Dove Professional Apparel Inc	4.52
0131615	Oce Imagistics Inc	4.31
0131835	AT&T	4.23
0131832	AT&T	4.03
0130828	Crown Ace Hardware	1.96
0131476	Hub Auto Supply	1.18
0131643	The Gas Company	0.86
0131680	Medco Health Solutions Inc	0.50

Total \$ 7,944,084.49

3.06.03 Check List for General Obligation Bond Fund

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar . Agenda Type: Action (Consent)

Public Access: Yes

3.06.03 Check List for General Obligation Bond Fund



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Motion:

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0131537	Sewup JPA	706,385.00	420207
	Insurance for OCC ABC Building		,
0131362	TB Penick & Sons Inc	455,977.85	420356
	GWC Learning Resource Center Bid 1953		
0131432	Southland Industries	429,065.00	420316
	GWC Utilities Upgrade		
0131431	Southland Industries	378,535.00	420316
	GWC Utilities Upgrade		,
0131222	T & Y Construction	155,588.11	420356
0404400	GWC Learning Resource Center Bid 1954		
0131429	SMC Construction Co	112,600.18	420206
0424002	OCC Science Facilities Upgrade Lewis Bid #1922	05.000.01	
0131802	T & Y Construction  GWC Library MDE Boom Bonovation Bid 1953	85,086.31	420318
0131364	GWC Library MDF Room Renovation Bid 1952  Vector Resources Inc	70.050.00	400050
0131304	GWC Learning Resource Center Bid 1952	76,853.39	420356
0131972	Black Hills Institute of Geological Research	63,534.98	420206
0101072	Lewis Center Allosaurus Dinosaur Model	03,334.86	420206
0131970	Ace Electric Inc	57,729.00	420233
	OCC Softball Field Category F- Electrical Bid 1964	07,720.00	720200
0131534	Consilien LLC	52,029.90	420912
	Intergrated HR Employee & Retiree Benefit	32,520.00	120012
0131363	TB Penick & Sons Inc	50,664.00	420356
	GWC Learning Resource Center Bid 1953	,,	
0131974	MJ Contractors Inc	44,370.00	420233
	OCC Softball Field Renovations Bid 1964		
0131358	Best Contracting Services Inc	44,109.00	420356
	GWC LRC Bid 1963 Catagory G-Glass & Glazing		
0131536	Keenan & Associates	43,670.34	420207
	Premiums for ABC Bldg Site Prep		
0131798	MTGL	29,297.25	420356
	GWC LRC Testing & Inspection Services		
0131973	Engineering/Remediation Resources Group Inc	24,484.93	420233
0131434	Southland Industries	22,582.00	420316
0131286	TYR Inc	20,076.00	420356
0131433	Southland Industries	19,923.00	420316
0131220	Southcoast Acoustical Interiors	18,900.00	420348
0131360	Plumbing Piping & Construction Inc Keenan & Associates	18,796.50	420356
0131535 0131361	SMC Construction Co	18,204.66	420207
0131359	MSH Construction Co	16,467.57	420356
0131339	Steinberg Architects	14,801.40	420248
0131221	John Deere Landscapes	14,733.77	420356
0131210	TYR Inc	13,744.42	420283
0131804	TYR Inc	12,132.00 12,132.00	420356 420316
0131430	SMC Construction Co	11,260.00	420316
3.07.00	Time Conduction of	11,200.00	420200

# Check Approval Bond

0131284	MTGL	11,227.50	420356
0131214	Construct 1 One Corp	10,785.39	420201
0131285	TYR Inc	8,348.00	420356
0132164	Sewup JPA	7,099.00	420101
0132159	Embee Technologies	6,597.86	420222
0131797	Chipman Corp	6,583.00	420248
0131533	C2 Reprographics	5,866.79	420207
0132157	Digital Networks Group Inc	3,938.19	420268
0131971	Amer Electric Components Inc	3,397.50	420207
0132166	SunGard Higher Education Inc	3,240.00	420912
0131801	Sun Environmental Engineering Services, Inc	3,000.00	420248
0131799	Reed Thomas Co Inc	2,677.50	420101
0131800	Steinberg Architects	2,337.00	420356
0131975	State Board of Equalization	2,021.00	420233
0131538	SunGard Higher Education Inc	1,980.00	420912
0131218	ModSpace	1,522.52	420399
0131215	Gafcon Inc	1,305.00	420340
0131283	Baytek Engineering	1,193.00	420348
0131213	Bob's Shade & Linoleum	1,120.60	420348
0132165	Spectrum Communications Cabling Services Inc	868.52	420207
0131219	MTGL	785.00	420316
0132156	C2 Reprographics	599.49	420207
0131532	Bundy-Finkel Architects Inc	591.07	420101
0132162	MTGL	360.00	420101
0132161	Keenan & Associates	351.66	420101
0131217	Mobile Mini Inc	284.26	420316
0131223	Verne's Plumbing Inc	200.00	420233
0132163	Power Plus Utility Services	190.00	420222
0132160	Hill Partnership Inc	186.09	420247
0132158	Division of State Architect	150.00	420297

Total \$ 3,112

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting: 07/15/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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# 3.06.04 Authorization for Special Payments - Orange Coast College

Payment of \$450 for the 2009-2010 annual accreditation fee payable to the <u>Commission on Accreditation-Allied Health Education Programs</u>. This fee is required to meet accreditation program requirements.

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3.06.05 Authorization for Special Payments - District

07/15/2009 Regular Meeting

3. Consent Calendar

Category: 3. Consent Calen. Agenda Type: Action (Consent) Public Access: Yes

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# 3.06.05 Authorization for Special Payments - District

Payment of \$2,939.34 to Steve Hogue, OCC Instructor; reimbursement of retraining leave expenses.

3.06.06 Approval of Contractors Pursuant to District Standard Annual Agreement for

Contractor Services for FY 2009-2010

Meeting:

07/15/2009 Regular Meeting 3. Consent Calendar

Category: Agenda Type:

Agenda Type: Action (Consent)

Public Access: No.

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# 3.06.06 Approval of Contractors Pursuant to District Standard Annual Agreement for Contractor Services for FY 2009-2010

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2009-2010. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees.



Annual Agreement for Contractor Services Vendor List 2009.pdf

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Motion:

# Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

A-1 Fence Company	ABC Window Cleaning	Accent Reconstruction	
2831 E La Cresta Avenue	18541 San Antonio Street	PO Box 2663	
Anaheim CA 92806	Fountain Valley CA 92708	Canyon Country CA 91386	
Accurate Termite Control	Action Awings Inc	Action Door Repair	
13865 Alton Parkway Suite B	1815 N. Orangethorpe Park	5420 Malabar Street	
Irvine CA 92618	Anaheim CA 92801	Huntington Park CA 90255	
Aerocoach Transportation LLC	Agriserve Pest Control	Air Cleaning Technology	
13438 Aspen Grove Road	9456 Schaffer Ave	411 Rowland Avenue	
Corona CA 92880	Ontario CA 91761	Santa Ana CA 92707	
Air Gas Testing and Consulting	Air Management Systems	Air Rental Inc	
1582 Parkway Loop Suite G	3154 E La Palma Unit C	12214 Lakewood Blvd	
Tustin CA 92780	Anaheim CA 92806	Downey CA 90242	•
ALD Security	Alex Moving and Storage	Alexander's Mobility Services	
1771 Railroad St	2610 S Birch St	2942 Don Avenue	
Corona CA 92880	Santa Ana CA 92707	Tustin CA 92780	
All American Asphalt	All Area Plumbing	Allscape	
PO Box 2220	1560 W Industrial Park Street	6765 Westminster Blvd C-142	
Corona CA 92878	Covina CA 91722	Westminster CA 92683	
Amberwick Corporation	America West Landscape	American Air Balance Company	
2304 West 16th Street	PO Box 1698	4721 E. Hunter Avenue	
Long Beach CA 90813	Bellflower CA 90707	Anaheim CA 92807	
American City Pest Control	American Geotechnical Inc.	Ammco Maintenance	
614 W 184th St.	22725 Old Canal Road	10812 Los Alamitos Blvd	
Gardena CA 20248	Yorba Linda CA 92887	Los Alamitos CA 90720	
Amtech Elevator Services	Amtek Construction	Andtech Corp.	

12908 Haster Street

Garden Grove CA 92840

11923 Rivera Road

Santa Fe Springs CA 90670

1550 S Sunkist Street Suite A

Anaheim CA 92806

# Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

imite 5867 Pine Avenue Chino Hills CA 91709

Associated Soils Engineering Inc 2860 Walnut Avenue Signal Hill CA 90755

Audio Visual Innovatons 6301 Benjamin Road Tampa FL 33685

B & B Service 9718 Las Tunas Dr Temple City CA 91780

Baytek Engineering
3ox 58011
Sherman Oaks CA 91413

BEC ELECTRIC 419 Main Street # 217 Huntington Beach CA 92648

Bekins Moving Solutions 6300 Valley View Street Buena Park CA 90620

Bithell Inc 1004 E Edna Place Covina CA 91724

Bob Hallock Painting 2185 Santa Ana Avenue a Mesa CA 92627 Architectural Design and Signs 2950 Palisades Drive

Corona CA 92880

Athena Engineering 446 Borrego Court San Dimas CA 91773

Automatic Boiler Inc.
2025 W Commonwealth Ave
Fullerton CA 92833

B & P Services 771 Newton Way Costa Mesa CA 92627

Beach Paving 748 N Poplar Orange CA 92868

Bee Busters PO Box 51 Laguna Beach CA 92652

Besam Entrance Solutions 2417 E Rancho Del Amo Place Rancho Dominquez CA

Bligh Roof Company 11043 Forest Place Santa Fe Springs CA 90670

Bob's Shade and Linoleum 208 E Chapman Ave Long Beach CA 92866 ASC Electric Inc. 2221 E Winston Road Suite N Anaheim CA 92806

Atlas-Allied Inc. 1210 N Las Braises Anaheim CA 92806

Automatic Doors 14808 Central Avenue Chino CA 91709

Bat Jac Glass Co. 3605 W 1st Street Santa Ana CA 92703

Beachwood Construction 259 Lilac Lane Costa Mesa CA 92627

Beeman Pest Control 25652 Taladro Circle # G Mission Viejo CA 92691

Best Contracting Services 19027 South Hamilton Avenue Gardena CA 90248

Blinn and Young 645 W 17th St Costa Mesa CA 92627

Bostick Company .2870 East La Cresta Ave Anaheim CA 92806

# Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Briggs Electric Inc. 14381 Franklin Avenue Tustin CA 92780 Cabinets Plus 1782 Langley Avenue Irvine CA 92614 Cable Masters
2281 W 205th Street # 101
Torrance CA 90501

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Cabral Roofing 815 W Olympic Blvd Montebello CA 90640 Cal Louis Construction 1782 Pitcarin Costa Mesa CA 92626 Caldane Corp. dba ASI Modulex 5849 Uplander Way Culver City CA 90230

Caliber Paving Company 673 Young Street Santa Ana CA 92705 California Boring 770 N. Eckhoff Orange CA 92868 California Commercial Lighting 1375 N Brasher Anaheim CA 92807

California Environmental Care PO Box 29 Anaheim CA 92815 California Hazardous Services Inc 3132 W Adams St Santa Ana CA 92704 California Retrofit Company 1375 N Brasher St Anaheim CA 92807

California Surfacing 4457 Oak Lane Claremont CA 91711 California Technical Canvas 2814 University Avenue San Diego CA 92104 Campos Custom Concrete 32423 Santa Clarita Street Acton CA 93510

Candlelight Draperies 14 Bethany Laguna Niguel CA 92677 Carrrier Corporation
One Carrier Place
Farmington CA 06034

Castagna Awnings 8534 Hamilton Avenue Huntington Beach CA 92648

Castle Electric 3303 Harbor Blvd Unit B-5 Costa Mesa CA 92626 CCS Enterprises 2271 N. Batavia Street Orange CA 92865 Chambers Group Inc. 27671 Cowan Avenue Suite 100 Irvine CA 926140

Chaney Company 25510 Stanford Ave #103 Valencia CA 91355

Chipman Relocation 2250 S Yale Street Bldg B Santa Ana CA 92704 Chromate Products 100 Davinci Drive Bohemia NY 11716

CI Services 26861 Trabuco Road #353 Mission Viejo CA 92691

Cibola Systems Corporation 1118 East 17th Street Santa Ana CA 92701 City Lift Elevator 16 Blackhawk Coto de Caza CA 92679

Clear Sign and Design 170 Navajo Street San Marcos CA 92069 Climatec Building Technologies 10802 N 23rd Avenue Phoenix AZ 8502941

CLS Landscape Management 4711 Schaefer Avenue Chino CA 91710 CCCD Agenda 07/15/09

# Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

ok Air Conditioning and Heating 1401 E Highland Avenue San Bernardino CA 92404

Commercial Door of O.C. 1770 S. Boyd Street Santa Ana CA 92705

Concrete Cutting International 20963 S Lamberton Long Beach CA 90810

Continental Painting 20142 State Road Cerritos CA 90703

CR And R 92 Western Avenue Stanton CA 90680

CSI Surveilance Systems 192 Technology Drive # V Irvine CA 92618

Custom Building Maintenance 13210Harbor Blvd #219 Garden Grove CA 92643

Data Clean Corporation 740 E Debra Lane Anaheim CA 92805

Dennison Electric 10855 Portal Drive Alamitos CA 90720 Coast Construction 18030 Brookhurst St #572 Fountan Valley CA 92708

Concrete Coring Company of LA 14005 Orange Avenue Paramount CA 90723

Conditioned Air Technicians 2650 Walnut Avenue Suite A Tustin CA 92780

Control Works Inc. 13791 Roswell Avenue E Chino CA 91710

Crack Patcher Inc. 18032 C Lemon Drive Yorba Linda CA 92886

CSL Enterprises 405 South Poplar Avenue Brea CA 92821

Dakota Blackflow PO Box 2643 Rancho Cucamonga CA

Day-Light Maintenance 275 South Lewis Street Orange CA 92868

Diamond Construction and Design 201 Clark Avenue Pomona CA 91767 Collins Company 5470 Daniels St Chino CA 91710

Concrete Creations Coatings Inc. 2525 Elden Avenue #F Costa Mesa CA 92627

Conley's Manufacturing 4344 Mission Avenue Montclair CA 91763

Corporate Relocation Services 224 E Meats Orange CA 92865

Crown Fence Co. 12118 Bloomfield Avenue Santa Fe Springs CA 90670

Culver Group Inc 12387 Lewis St Suite 201 Garden Grove CA 92840

Data Cable Systems Inc 1929 SouthMyrtle Ave Monrovia CA 91016

De Jong Air Conditioning 23498 Sandstone Mission Viejo CA 92692

Digital Energy Inc 128 AuburnCourt Suite 106 Westlake Village CA 91362

# Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Digital Networks Group 11 Goddard Irvine CA 92618

Diversified Window Coverings 8410 Juniper Creek Ln San Diego CA 92126 Dunkel Bros Moving 14500 Firestone Blvd La Mirada CA 90638

Edwards Service 500 Cypress Creek Road Suite 650

Ft. Lauderdale FL 33309

EJ Enterprises 2801 Saturn ST #B Brea CA 92821 Electro Systems Electric 16932 Gothard St Unit I Huntington Beach CA 92647

Electrolurgy Manufacturing Inc. 1801 Newport Circle Santa Ana CA 92705 Elite Construction Equipment 468 N Rosemead Blvd Pasadena CA 91107 Embee Technologies 2302 Martin St Suite 315 Irvine CA 92612

Essel Technology Services 414 Pendleton Way # 3 Oakland CA 94621 Excel Door and Gate PO Box 4924 Riverside CA 92514 Exclusive Construction 402 N Westridge Avenue Glendora CA 91741

Executive Lighting Services 1141 North Cosby Way Suite A Anaheim CA 92806 Fineline Electric 1183 N Patt Street Anaheim CA 92801 First Fire Systems
5947 Burchard Avenue Suite 200
Los Angeles CA 90034

Flat and Vertical Inc. 7342 Walnut Avenue Buena Park CA 90620 Floor Technology Group 2184 N Batavia Street Orange CA 92865 FM Thomas 231 Gemini Brea CA 92821

Focus Rack Systems 3260 N M-43 Hastings MI 49058

Fore Engineering Constructors 15461 Red Hill Ave Suite E Tustin CA 92780 Gaff Group Inc. 1692 N Batacia St. Suite 2 Orange CA 92867

Garrett Concrete Coring 14923 Telephone Avenue. Chino CA Geocon Inland Empire Inc. 6960 Flanders Drive San Diego CA 92121 Global Geo-Engineering 2712 Dow Avenue Tustin CA 92780

Great Western Termite Control 10946 Elliot St El Monte CA 91732 Guardian Power Protection 1052 N Tustin Avenue Anaheim CA 92807 Hadley Towing and Collision Center 11819 E Hadley Street Whittier CA 90601

#### Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Hall and Foreman
Echange Suite 100
Irvine CA 92602

Honeywell International 101 Columbia Road Morris Town NJ 07962

Independent Electric Suppply PO Box 1263 San Carlos CA 94070

Interior Resources Inc 1761 Reynolds Avenue Irvine CA

J & G Industries 18627 Brookhurst St #302 ntain Valley CA 92708

JA Williams Inc. 6431 E Pheasant Ln Orange CA 92869

John Clarke and Associates 1607 E EdingerAvenue Suite D Santa Ana CA 92705

JSB Engineering 17901 Skye Lane Huntington Beach CA 92646

Keystone Engineering Solutions 23 Larkmead Aliso Viejo CA 92656

Koury Engineering and Testing 17800 S Main St Suite 303 Gardena CA 90248 Hayward Baker Inc 1780 Lemonwood Drive Santa Paula CA 93060

HPL Mechanical 1041 Logan Street Santa Ana CA 92701

Inland Empire Architectual 783 Palmyrita Avenue Suite B Riverside CA 92505-1817

Interpipe Contracting Inc. 19870 Hartley Road Santee CA 92071

J. Miller Canvas 2429 S Birch Street Santa Ana CA 92707

JB Innovations 4933 Maplewood Avenue Los Angeles CA 90004

John Hignite 9945 Arkansas St Bellflower CA 90706

Judge Netting Inc. 427 E. 17th Street Suite 489 Costa Mesa CA

King Office Services 13535 Larwin Circle Santa Fe Springs CA 90670

La Habra Fence Co. 541 So Harbor Blvd La Habra CA 90631 Hoffman Video Systems 1049 Flower St Glendale CA 91221

Huffman West Construction 27071 Aliso Creek Road Suite 225 Aliso Viejo CA 92656

Integrated Design Services
1 Peters Canyon Road Unit 140
Irvine CA 92606

Intratek Computer Inc 5431 Industrial Drive Huntington Beach CA 92649

J.R. Universal Construction 1045 N Hudson Avenue Los Angeles CA 90038

JL Blakkolb & Associates 700 E. Redlands Blvd #U-333 Redlands CA 92373

John's Forklift Service Inc 10900 Chestnut Avenue Stanton CA 90680

Kerry Contractors Inc 5862 Bolsa Ave Suite 108 Huntington Beach CA 92649

Knorr Systems Inc. 2221 Standard Avenue Santa Ana CA 92707

Landscape Inter-Cal Construction 1240 Hunter Street Santa Ana CA 92705 CCCD Agenda 07/15/09

## Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Leonard Chaidez Inc. Lopez Works Inc Lubricating Engineers Inc. PO Box 29 21195 Prairie View Ln 300 Bailey Avenue Anaheim CA 92815 Trabuco Canyon CA 92679 Fort Worth TX 76107 LVH Electric Manley's Boiler Repair Marathon Business Solutions -PO Box 7142 7931 Whitaker Street 17895 Sky Park Circle Oxnard CA 93031 Buena Park CA 90621 Irvine CA 92614 Marcor Remediation Marina Landscape Inc. MB Herzog Electric 16027 Carmenita Road 1900 S. Lewis Street 15709 Illinois Avenue Cerritos CA 90703-2208 Anaheim CA 92805 Paramount CA 90723 MC CONSTRUCTION Mel and Al Landscaping Metalclad Insulation Corp 7451 Warner Avenue 13292 Cedar St 1818 East Rosslynn Avenue Huntington Beach CA 92647 Westminster CA 92683 Fullerton CA 92831 Metropro Road Services Mike McMahan Desk Inc Miller Environmental 2550 S Garnsey St 8645 Research Dr 2210 South Dupont Santa Ana CA 92707 Irvine CA 92718 Anaheim CA 92806 Minuteman Industries Inc. Model Glass and Mirror Modern Tree Service Inc. P.O. Box 4963 1635 Superior Avenue #1 26431 Calle Lucana Garden Grove CA 9842 Costa Mesa CA 92627 San Juan Capisrano CA 92675 Montgomry Hardware MT Walker Company Multi Zone HVAC 8777 Lanyard Ct. 10541 Chestnut Avenue 513 Sonora Avenue Rancho Cucamonga CA 91730 Stanton CA 90680 Glendale CA 91201 National Sign & Marketing Corp Newport Exterminating Northcott Williams Painting 13580 5th Street 16661 Milikan Avenue PO Box 9693 Chino CA 91710 Irvine CA 92606-5028 Laguna Beach CA 92652 NuAge Development Nugent Painting Inc. Ocean Protection Technologies 3940 Prospect Avenue Suite A 9905 Newcomb Avenue 201 Clark Avenue

O'Connor Construction Mgt 8851 Research Dr Irvine CA 92618

Yorba Linda CA 92686

Office Furniture Group Inc. 18400 Von Karmon #110 Irvine CA-92612

145

Whittier CA 90603

Oliver Mahon Asphalt 182 Wells Place Costa Mesa CA 92627

Pomona CA

CCCD Agenda 07/15/09

#### Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Omron Management Center

Commerce Drive
Schamburg IL 60173

Ontario Refrigeration 635 South Mountain Ave Ontario CA 91762 Optima Network Services 4590 Eucalyptus Ave Unit C Chino CA 91710

Orange County Fire Protection 137 W Bristol Ln Orange CA 92865 Orkin Inc. dba Rollins Inc. 2170 Piedmont Road NE Atlanta GA 30324

Pacific Blue Micro 16800 Aston Street #175 Irvine CA 92608

Pacific Energy and Light 149 Via Trevizio Corona CA 92879 Pacific Office Interiors 5034 Derry Avenue Agoura Hlls CA 91301 Pacific Utility Installation 149 Via Trevizio Corona CA 92879

Penhall Company 1801 Penhall Way Anaheim CA 92801

Penn Air Group 5941 Lakeshore Drive Cypress CA 90630 Peterson's Tree Works 605 Rancho Santiago Blvd Orange CA 92869

Phoenix Group Information Systems 2670 N. Main Street Suite 200 ta Ana CA 92705 Power Distributors Inc 15245 E Proctor Avenue City of Industry CA 91745 Power Plus 1005 N Edward Ct Anaheim Ca 92806

PPC/ Plumbing Piping and Construction 5950 Lakeshore Dr Cypress CA 90630

PR Construction 1995 N Batavia Orange CA 92865 Precision Refrigeration 9726 Klingerman st South El Monte CA 91733

Preferred Paving 2850 East LaCresta Anaheim CA 92806 Preferred Property Management 5 Holland Bldg 123 Irvine CA 92618 Preferred Property Mgt 5 Holland Bidg 123 Irvine CA 92646

Premier Information Systems 17150 Newhope Street #206 Fountain Valley CA 92708

Professional Plumbing 9631 Sailfish Huntington Beach CA 92646 Professional Turf Specialties 1544 Wavertree Lane Fullerton CA 92831

Quality Environmental Inc. 13340 E Firestone Blvd Unit I Santa Fe Springs CA 90670 Quality Fence Company 14929 Garfield Avenue Paramount CA 90723

Quality First Woodworks 3490 E Mira Loma Ave Anaheim CA 92806

R.B. Welding Inc. 155 E. Redondo Beach Gardena CA 90248-2347 Rancho Vista Landscape 2210 E Vista Way Suite 6 Vista CA 92084 Refrigerated Air Mechanical
2050 S Loara Street
Anaheim CA 92802
CCCD Agenda 07/15/09

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#### Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Reliable Elevator of Orange 1370 Reynolds Avenue # 114 irvine CA 92614

Rex Gilmore Landscape 7421 Calico Trail Orange CA 92869 Rey Crest Roofing 3065 Verdugo Rd Los Angeles CA 90065

Rick Engineering Company 5620 Friars Road

San Diego CA 92110

El Segundo CA 90245

Rochecter Midland Corp 333 Hollenback Street Rochecter NY 14623

Saddleback Golf Carts

Roller Electric Inc. 25 Chickadee Ln Aliso Viejo CA 92656

Rosetti Associates Inc. 999 N. Sepulveda Blvd Suite 100

23261 Del Lago Dr #10 Laguna Hills CA 92653 Safety First Pest Control 13431 Pepperdine Circle Westminster CA 92683

Salazar Climate Consulting 2287 E 8th Street

Sars Software Products 54 Edgewood Avenue Mill Valley CA 94941 Sasco Data Systems 12900 Alondra Blvd Cerritos CA 90702

Sav-on Signs Inc. 3929 E Anaheim Street Long Beach CA 90804

Chico CA 95928

SCA Environmental Inc. 334 19th Street Oakland CA 94612 Schirmer Engineering
21221 S Western Avenue # 100
Torrance CA 90501

SDR Surveying 2719 Carretera San Clemente CA 92673

Sea Clear Pools 23316 S Normamdie Avenue # B Torrance CA 90502 Security Signal Devices 1740 N Lemon St Anaheim CA 92801

Seglinski and Associates 3002 Newport Blvd Newport Beach CA 92663

3505 Cadillac Ave # F9 Costa Mesa CA 92626

Service First

Servpro 18101 redondo Circle Suite 0 Huntington Beach Ca 92648

Sheeler Bros. Masonry 10825 Ramblewood Dr Stanton CA 90680

Sheward and Sons 3000 Airway Avenue Costa Mesa CA 92626 Sign Methods Inc. 1749 E 28th St Signal Hill CA 90755

Silver State Coach Inc. 701 Fee Ana Street Placentia CA 92870 Sims Tree Health Specialists 6111 Appaloosa Avenue Pedley CA 92509 Skylights Unlimited 19321 Weakfish Lane Huntington Beach CA 92646

Slater Waterproofing 5577 Arrow Highway Montclair CA 91763 SMS Systems Maintenance Services 9013 Perimeter Woods Dr Charlotte CA 28216 147 So Cal Fire Protection 14102 Holt Avenue Santa Ana CA 92705

CCCD Agenda 07/15/09

## Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Cal Soil and Testing

⊢∪ Box 600627

San Diego CA 92160

Southcoast Acoustical Interiors 9155 Archibald Avenue Suite 902 Rancho Cucamonga CA 91730

Sports Facilities Group PO Box 7024 Riverside CA 92513

Stone Roofing Company 730 North Coney Ave Azuza CA 91702

Sun Environmental Engineering Inc.

Box 6877

Tafoya and Associates 15471 RedBarn Court Chino CA 91710

irorrance CA 90504

Terminex International 860 Ridge Lake Bivd Memphis TN 38120-9424

Thermadyne Industries 15052 Swingley Ridge Road #300 Chesterfield MO 63017

ThyssenKrupp Elevator
1601 S Sunkist Street Suite E
heim CA 92806

Tomark Sports 1180 California Avenue #A Corona CA 92881 Sol Cal Window Tinting 144 S Palo Cedro Drive Diamond Bar CA 91765

Southland Industries 17941 Fitch Ave Irvive CA 92614

Spring Valley Development Inc. 17842 Mitchell North #200 Irvine CA 92614

Storefront Door 17032 Palmdale St Unit A Huntington Beach CA 92647

Sun Pacific Systems 23222 Olive Avenue Suite A Lake Forest CA 92630

Tangram LLC 9200 Sorensen Ave Santa Fe Springs CA 90670

The Mark Costello Company 1145 Dominquez Street Suite J Carson CA 90746

Thomas Acoustics 7605 Monroe St Paramount CA 90723

Tint Matters 8440 Cerritos Avenue #E Stanton CA 90680

Traditional Plumbing 22 Carrack Laguna Niguel CAI **\$2**677 South Coast Fire Protection 1908 S El Camino Real#B San Clemente CA 92672

Sport Supply Group 1901 Diplomat Drive Farmers Branch TX 75234

Stericycle Inc 28161 N Keith Dr Lake Forest CA 60045

StoreFront Repair Inc. 17032 Palmdale St. Unit A Huntington Beach CA 92647

Superior Asphalt Paving 3040 E Colorado Anaheim CA 92806

TekWorks L.A. 670 E Parkridge Avenue Corono Ca 92879

The Tint Pros 16582 Gotard Street Suite Q Huntington Beach CA 92647

Thompson & Riffe dba Med-Equip 5327 Sheila St Commerce CA 90040

Tom Byer Roofing Services PO Box 771 Huntington Beach CA 92648

Tree Care Arborists

14300 Clinton # 116

Garden Grove CA 9284 Agenda 07/15/09

#### Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Tree Elements 22605 E La Palma Avenue # 509 Yorba Linda CA 92887 Tree Pros Inc. P.O. Box 1066 Chino CA 91708

Treesmith Enterprises 1551 N Miller St Anaheim CA 92806  $\bigcirc$ 

Tri Best Visual Display 8620 Red Oak St Rancho Cucamonga CA 91730 Tri State Environmental 17100 Bear Valley Rd #B Victorville CA 92392 Tri-Citi Electric
43300 Business Park Dr Suite A-106
Temecula CA 92590

Tri-County Sandblasting Inc. PO Box 490 Westminster CA 92683 Tri-Signal Integration 12701 Encinitas Avenue Sylmar CA 91342

TRL Systems 2831 East La Cresta Ave Anaheim CA 92806

Tru Roll Inc 825 Western Ave Unit 12 Glendale CA 91201 Trugreen Limited Partnership 860 Ridge Lake Boulevard Memphis TN 38120-9434

Tuff Shed 1281 Sunshine Way Anaheim CA 92806

United Air Conditioning Servce Co. 22343 La Palma Ave Suite 112 Yorba Linda CA 92887 United Paving Company 14660 Industry Circle La Mirada CA 90638 United Pumping Service 14000 East Valley Blvd City of Industry CA 91746

Universal Networks Inc. 123 Cajon Street Redlands CA 92373

Van Diest Brothers 15315 Lakewood Blvd Paramount CA 90723 Verne's Plumbing Inc. 8561 Whitaker St Buena Park CA 90621

VFS Fire and Security Services 1011 East Lacy Avenue Anaheim CA 92805

Vortex Industries 1932 E Mc Fadden Santa Ana CA 92705 Walker Electric 1458 Bon View Avenue Ontario CA 91761

Wal-Tek West, Inc. 45 Stone Irvine CA 92620 WCK Building Specialties 33332 Cove Island Place Dana Point CA 92629

Weatherproofing Technologies 3735 Green Road Beachwood OH 44122

Well Done Property Maintenance 1580 E Edinger #O Santa Ana CA 92705 Western Exterminator Co. 7911 Warner Huntington Beach CA 92647 Western Glass Tinting 17921 Skypark Circle E Irvine CA 92614

Wolverine Fence Company 930 S Cypress St La Habra CA 90631 Workplace Resource 16651 Knott Avenue La Mirada CA 90638 World Wide Fire Inc 3419 Via Lido #191

Newport Beach CAC9256@enda 07/15/09

## Approval of Contractors FY 2009-2010 Standard Annual Agreement for Contractor Services

Yocum Business Furnishing W Santa Anita St

Your Turf Inc. PO Box 11597 Zaino Tennis Courts

950 N. Batavia St.

San Gabriel CA 91776

Newort Beach CA 92658-5035

Orange CA 92867

Freehand Sign Company 711 W 17<sup>th</sup> Street, Suite H-2 Costa Mesa CA 92627

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4.00 Action Items

Meeting:

07/15/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action

Public Access: Yes

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#### 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.

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

Meeting: 07/15/2009 Regular Meeting

Category: 4. Action Items
Agenda Type: Action

Agenda Type: Action: Public Access: Yes

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

## 4.01.01 Approve Agreement between Career Academy.com, Inc. and the Coast Community College District to Offer Computer On-Line Training Programs to Members of the United States Armed Forces

After review by the College Acting President, District Risk Services, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Career Academy.com, Inc. and the Coast Community College District to offer computer on-line training programs to military service members. Training programs will be offered at a rate of \$240/credit hour. District will pay Career Academy \$198.75-\$347.50 for each course enrollment. The term of the Agreement shall be from July 16, 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 Career Academy Attachment #7)

Income to District: \$372.50-\$525.25/course enrollment

## 4.01.02 Approve Agreement between Los Angeles Division of Time Warner Cable and the Coast Community College District to Provide Customer with a Dedicated Circuit Connection

After review by the College Acting President, District Risk Services and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement with Los Angeles Division of Time Warner Cable, with office located at 3430 E. Miraloma Ave., Anaheim, CA 92806 and the Coast Community College District. Subject to the terms and conditions of this Agreement, Time Warner Cable shall provide customer with a dedicated circuit connection between Customer's data network located at 11460 Warner Avenue, Fountain Valley, CA 92708 and the Time Warner Cable facility located at 16945 Bushard Avenue, Fountain Valley, CA 92708. The term of this Agreement is from July 16, 2009 through July 15, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See TWC Circuit Connection Attachment #9)

Fiscal Impact: Monthly recurring charges are \$1980

4.01.03 Approve Agreement between Chevron Products Company and the Coast Community College District for the Design, Development and Hosting of Six Online Courses and Four Corporate Training Courses/Workshops After review by the College President, District Risk Services, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Chevron Products Company and the Coast Community College District for the design, development and hosting of six online courses and four corporate training courses/workshops. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Chevron-Stage 3 Attachment #10)

Fiscal Impact: Gross income of \$119,860

# 4.01.04 Approve Agreement between Neo Networking, Inc. and the Coast Community College District to Provide Customer with Diagnostic, Remedial and Maintenance Services of the Client's Computer Network

After review by the Acting College President, District Risk Services and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement with Neo Networking Inc., a California corporation with offices located at 400 Continental Blvd, 6<sup>th</sup> Floor, El Segundo, CA 90245 and the Coast Community College District. Subject to the terms and conditions of this Agreement, Neo Networking will provide diagnostic, remedial and maintenance services of the client's computer network. The term of this Agreement is from July 16, 2009 through July 15, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Neo Networking Agreement #1)

Fiscal Impact: \$3,000 per month

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

After review by the Acting College President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Second Agreement to the Real Property Purchase and Sale Agreement pertaining to the property located at 1505 to 1515 Monrovia Street, Newport Beach, California, to amend the Contingency Period between the Buyer and Seller that the Permitting Period defined in Section 3.4 of the Agreement shall be extended for an additional 15 days such that August 25, 2009, shall be the ending date for the Permitting period. The original Real Property Purchase and Sale Agreement was approved by the Board of Trustees on January 6, 2009. The Board President, or designee, is authorized to sign the Second Amendment Agreement and any related documents, indicating approval by the Board of Trustees. (See Monrovia 1505-1515 Agreement #18)

Fiscal Impact: No additional cost resulting from Amendment.

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

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

Agreement pertaining to the property located at 1527 to 1533 Monrovia Street, Newport Beach, California, to amend the Contingency Period between the Buyer and Seller that the Permitting Period defined in Section 3.4 of the Agreement shall be extended for an additional 15 days such that August 25, 2009, shall be the ending date for the Permitting Period. The original Real Property Purchase and Sale Agreement was approved by the Board of Trustees on January 6, 2009. The Board President, or designee, is authorized to sign the First Amendment Agreement and any related documents, indicating approval by the Board of Trustees. (See Monrovia 1527-1533 Agreement #8)

Fiscal Impact: No additional cost resulting from Amendment.

## 4.01.07 Approve Agreement between Dallas TeleLearning and the Coast Community College District for the Development and Hosting of "For the Love of Wisdom" Telecourse Training Courses

After review by the Acting College President and District Risk Services, it is recommended by the Interim Chancellor that the Board approve the Agreement between Dallas TeleLearning and the Coast Community College District for the development and hosting of the telecourse entitled "For the Love of Wisdom, Philosophy 100". The Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Dallas TeleLearning Agreement #2)

Fiscal Impact: No charge for license per video series. Student enrollment fee of \$15 per student for video



Career Academy.pdf [attachment "TWC-HSI Connection.pdf" deleted by Jodi Rodriguez/DP\_CA/Emgrp]









TWC Circuit Connection.pdf Chevron-Stage 3.pdf Neo Networking.pdf Monrovia 1505-1515 Agreement.pdf





Monrovia 1527-1533 Agreement.pdf Dallas TeleLearning Agreement.pdf

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Meeting:

07/15/2009 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 Renaissance Agencies, Inc. to Renew Blue Cross International Student Health Insurance Policy

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement with Renaissance Agencies, Inc. to renew the current Blue Cross health insurance policy for international students from August 12, 2009 through August 11. 2010. The Golden West College International Student Programs conducted a review of all claims records, assessment of customer service/satisfaction, and a detailed review of medical coverage and premium. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Renaissance Agencies Agreement, Attachment #11)

Fiscal Impact: \$1,104 per student; paid by students for medical insurance coverage for the policy period.

#### 4.02.02 Approve a Standard Agreement with El Viento Foundation to Create Educational Pathways for Students to Attend College

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement with El Viento Foundation to create educational pathways for students from the Oakview community to attend Golden West College and other colleges or universities, 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.

Fiscal Impact: GWC will fund the benefit package for the El Viento Foundation employees not to exceed \$12,000 per employee, with a total not to exceed \$24,000 during the 2009-2010 fiscal year. The amount will be paid on July 1st of each year with the provision that if the contract is terminated at any time, the \$24,000 will be refunded on a prorated basis for the balance of the fiscal year.

#### 4.02.03 Approve Agreement with Orange County Probation Department for Production of Interactive Training DVD

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement with the Orange County Probation Department for production of an interactive training DVD for first responders to allegations of juvenile sex offenses, from August 25, 2009 through March 31, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See OC Probation Dept Agreement, Attachment #12)

Fiscal Impact: \$130,000 from U.S. Department of Justice Grant funds.







Renaissance Agencies Agreement.pdf El Viento Agreement.pdf OC Probation Dept Agreement.pdf

4.03 Approval of Agreements - Orange Coast College

Meeting: 07/15/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action Public Access: Yes

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#### 4.03 Approval of Agreements - Orange Coast College

# 4.03.01 Approve Agreement between Time Warner Cable and the Coast Community College District for the Purpose of Utilizing a Dedicated Circuit Connection between the Orange Coast College Data Network and Time Warner Cable

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Time Warner Cable and the Coast Community College District for the purpose of utilizing a dedicated circuit connection between the Orange Coast College data network and Time Warner Cable. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 13).

Fiscal Impact: 24-Month contact at \$2,904 per month for a total of \$69, 696 for a 24-month term with the bandwith of 45Mbps.

## 4.03.02 Approve A Short-Term Program in Rome, Italy During Summer, 2010

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a Program in Italian A185 and Italian A180 during July 1-31, 2010. Franca Hamber and Patricia Scarfone to serve as faculty. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad).

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

## 4.03.03 Approve an Agreement between the Community College Library Consortium and the Coast Community College District for Renewal of OCC Library electronic databases

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the Community College Library Consortium and the Coast Community College District for the renewal cycle for OCC Library electronic databases effective November 1, 2009, through December 31, 2010. The vendor for these databases is Encyclopedia Britannica. The Board President, or designee, is authorized to sign the

Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 14).

**Fiscal Impact:** \$3,470.76





Time Warner Cable Agreement.pdf Community College Library Consortium.pdf

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4.04 Approval of Agreements - District

Meeting:

07/15/2009 Regular Meeting

Category: 4. Action Items
Agenda Type: Action (Consent)

Public Access: Yes

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#### 4.04 Approval of Agreements - District

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

After review by the District General Counsel and the Interim Associate Vice Chancellor, Educational Services, it is recommended by the Interim Chancellor that the Board authorize the District to enter into a Memorandum of Understanding with Newport-Mesa Unified School District for the period of August 1, 2009 through June 30, 2014. 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, on December 10, 2008, for classes offered by Orange Coast College at Newport Mesa Unified School District 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 as attachment #15)

## 4.04.02 Authorization to Enter Into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Interim Chancellor that authorization be given to renew a professional consultant agreement with School Services of California, Inc. regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues. The term of this agreement is from July 1, 2009 through June 30, 2010. The District agrees to pay Consultant for services rendered under this agreement as follows:

- a. \$4,200 annually, plus "expenses" payable at \$350 per month upon billing from Consultant.
- b. For all requested services in excess of fifteen (15) direct service hours in a 12-month period the applicable hourly rate for the person(s) performing the services shall apply.
- c. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular telephone charges, FAX, postage and duplication (other than for one copy of the *Community College Update*).

The Board President, or designee, is authorized to sign this agreement. A copy is attached to each Trustee's agenda. (See Attachment #16)

Fiscal Impact: \$4,200 for 2009-2010 fiscal year.

## 4.04.03 Approval of Agreement between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore

After review by the Vice Chancellor of Human Resources, it is recommended by the Interim Chancellor that Coast Community College District approve an agreement with the law firm of Liebert Cassidy Whitmore to serve as an Independent Contractor to provide specialized human resource training and consulting personnel services to the District as part of the Southern California Community College District Employment Relations Consortium. The Consortium will include 27 community college districts in Southern California who have agreed to enter into identical agreements with the above law firm. The term of the agreement is for 12 months commencing July 1, 2009, and may be extended for additional periods of time by written consent of the parties. The District fee for participation is \$2,500.00 which will cover training and consultant services, and development and printing of written training materials.

The Board President or designee is authorized to sign the agreement, and any related documents, indicating approval by the Board of Trustees. (See Attachment # 17)

Fiscal Impact: \$2,500.00 for the 2009-2010 fiscal year.

## 4.04.04 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 #19)

Fiscal Impact: NTE \$22,000



School Services of CA Agreement.pdf

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4.05 Buildings and Grounds Approvals
07/15/2009 Regular Meeting
4. Action Items
Action

Meeting:

Category:

Agenda Type: Action Public Access: Yes

#### 4.05 Buildings and Grounds Approvals



BuildingsAndGrounds0715.pdf

#### 4.05.01 Authorization to File Notice of Completion

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

GWC Energy Upgrade; Refurbishment of Library Air Handlers/Replacement of Fan Coils

Contractor:

Southland Industries

**Buildings:** 

Phase VI

Fine and Applied Arts Building

Community Theatre

Phase VII

Math Science Health Science

#### 4.06 General Items of Business - Coastline Community College

Meeting:

07/15/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action (Consent)
Public Access: Yes

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#### 4.06 General Items of Business - Coastline Community College 4.06.01 Approval of Change in Signatories for Coastline Community College Union Bank Accounts

It is recommended that authorization be given to change signatories for the Coastline Community College Union Bank accounts. The following accounts will have authorized signatories as shown:

## Coastline Community College Bookstore Checking Account Account # 4550137203

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangie Meneses, Vice President of Student Services

### Coastline Community College Foundation Checking Account Account # 4550137335

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangie Meneses, Vice President of Student Services

### Coastline Community College Student Advisory Co-Curricular Checking Account Account # 4550137270

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangie Meneses, Vice President of Student Services

### Coastline Community College Extended Opportunities Program Checking Account <u>Account # 4559602545</u>

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangie Meneses, Vice President of Student Services

#### Coastline Community College Coast Learning System Checking Account Account #2740015195

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangie Meneses, Vice President of Student Services

#### Coastline Community College Contract Education Checking Account Account # 7050001118

C. M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, College President Kevin McElroy, Vice President of Administrative Services Christine Nguyen, Director of Fiscal Services Cheryl Babler, Vice President of Instruction Vangle Meneses, Vice President of Student Services

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4.07 General Items of Business - District

Meeting:

07/15/2009 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

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#### 4.07 General Items of Business - District

#### 4.07.01 Approval for the Orange County Registrar of Voters to Place a **Voting Poll at Coastline Community College**

After review by the Acting President, it is recommended by the Interim Chancellor that the Board approve the Registrar of Voters for the County of Orange to operate a voting poll at the Coastline Community College Center on June 8, 2010, for the Gubernatorial Primary Election and November 2, 2010, for the Gubernatorial General Election. This voting poll will provide registered voters in this voting precinct with an opportunity to cast their ballots in the Coastline College Center building without disruption to ordinary District business.

Fiscal Impact: Voting Poll will be operated by the County Registrar of Voters at no cost to the College or District.

#### 4.07.02 Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2010

After review by the Dean of Instruction, it is recommended by the Coastline Community College Acting President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Italy during Summer 2010. Jane Bauman, full-time instructor; and John Clark and Lynn Torrini, part-time instructors, to serve as faculty. All logistical arrangements will be handled by ACCENT International Consortium for Academic Programs Abroad.

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

#### 4.07.03 Authorization to Rent Short-Term Facilities for Classroom Purposes (Coastline Community College, Golden West College, and **Orange Coast College)**

After review by the College Presidents, it is recommended by the Interim Chancellor that authorization be given to enter into agreements to rent, on a short-term basis, various public and private facilities for classrooms, lectures, or special purposes for Coastline Community College, Golden West College, and Orange Coast College during fiscal year 2009-2010.

Fiscal Impact: Cost dependent on the type of and number of facilities needed.

## 4.07.04 Approval of Change in Signatories for District Union Bank Accounts

It is recommended that authorization be given to change signatories for District Union Bank Accounts. The following accounts will have authorized signatories as shown:

CCCD Financial Aid Disbursement Account Account # 2740023600

C.M. Brahmbhatt Cheryl Blocker Joseph N. Quarles

CCCD EOPG Emergency Loan Program Account # 4550111913

C. M. Brahmbhatt Kimberly R. Allen Janet Houlihan Lois Miller J. Wesley Bryan Louise Comer

CCCD GWC Petty Cash Fund Account # 2740013702

> C. M. Brahmbhatt Kimberly R. Allen Janet Houlihan Lois Miller J. Wesley Bryan Louise Comer

CCCD Alternative Revolving Cash Fund Account # 4550137165

C.M. Brahmbhatt Cheryl Blocker Kimberly R. Allen

CCCD Extended Opportunities Program Grant Loan Account Account # 4559602545

C.M. Brahmbhatt Ding-Jo Currie Kevin McElroy Christine Nguyen

CCCD Cash Clearing Account # 4550137173

> C.M. Brahmbhatt Kimberly R. Allen Joseph N. Quarles

#### CCCD Revolving Cash Fund Account # 4550137157

C.M. Brahmbhatt Cheryl Blocker Kimberly R. Allen Joseph N. Quarles Donna Waldfogel

#### CCCD Federal Perkins Loan Program Account #4554906635

C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

#### CCCD Federal Financial Aid Special Account Account # 4559607504

C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

#### CCCD Federal Letter of Credit Account Account # 455901100

C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

### CCCD Credit Card Registration Account # 2740023775

C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

### CCCD State of California Grant Program Account # 4550141340

C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

CCCD Student Refunds Account # 2740023767 C.M. Brahmbhatt Ding-Jo Currie Cheryl Blocker Kimberly R. Allen Joseph N. Quarles

CCCD Medical Claims Account #7050000650

> C.M. Brahmbhatt Joseph N. Quarles Donna Waldfogel William Michael Stemler

#### 4.08 Policy Implementation

Meeting:

07/15/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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#### 4.08 Policy Implementation

## 4.08.01 Adoption of Board of Trustees 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 in 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:

- 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 for all employees and contractors for whom it is reasonably foreseeable that 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.

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#### 4.09 Resolutions

Meeting:

07/15/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action

Public Access: Yes

#### 4.09 Resolutions

#### 4.09.01 Coast Community College District Board of Trustees Resolution # 09-34

## Identity Theft Prevention Policy and Resolution for the Coast Community College District

WHEREAS, the Federal Trade Commission has issued regulations known as the "Red Flag Rules" under the Fair and Accurate Credit Transactions Act of 2003, 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; and

WHEREAS, the Red Flag Rules require creditors and financial institutions, including educational entities participating in federal and/or state financial aid programs, to implement identity theft prevention programs; and

WHEREAS, the Red Flag Rules require educational entities who participate in federal and/or state financial aid programs, to implement an identity theft policy, and

WHEREAS, the Coast Community College District has determined that the attached District Policy is necessary to comply with the Red Flag Rules, and because it is in the best interest of the District, its students, and parties with which it conducts financial transactions,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Coast Community College District that the following Identity Theft Prevention Policy is hereby approved.

#### 4.09.02 Coast Community College District Board of Trustees Resolution # 09-35

## Adoption of Resolution Establishing Appropriation Limit, Gann Initiative for 2009-2010

In accordance with Senate Bill 1352, Chapter 1205 of 1980, the Board is required to establish by Resolution an appropriation limit for the fiscal year 2009-2010. Additional legislation (AB198, SB98 and AB751) changed the method for calculating the Gann Limit for Community Colleges. Districts are now required to report the new appropriations limit in a manner prescribed by the Chancellor's Office for 1997-1998.

The following resolution establishes the Gann Limit for 2009-2010 at \$256,760,751.

Documentation for the establishment of these limits had been posted for 18 working days prior to this Board meeting.

After review by the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that the following Resolution establishing the appropriation limit be adopted as required by law:

#### **RESOLUTION**

WHEREAS, Article XIII B of the California Constitution requires the governing board of each local jurisdiction, by Resolution to establish maximum appropriation limitations, commonly called "Gann Limits" for the following year, and

WHEREAS, the District must establish a Gann Limit for the 2009-2010 fiscal year in accordance with the provisions of the Gann Amendment and applicable statutory law;

NOW, THEREFORE, the Board of Trustees of the Coast Community College District hereby resolves and declares as follows:

The appropriations limit for 2009-2010 shall be \$256,760,751. The appropriations in the 2009-2010 Budget do not exceed the limitations imposed by the Gann Amendment.

BE IT FURTHER RESOLVED, that the documentations used in determining the appropriations limit shall be available to the public at the Coast Community College District Business Office, 1370 Adams Avenue, Costa Mesa, CA 92626.

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4.10 Approval of Minutes

Meeting:

07/15/2009 Regular Meeting

Category: 4. Action Items Agenda Type: Information Public Access: Yes

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#### 4.10 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: June 3, 2009 Special Meeting of: June 10, 2009 Regular Meeting of: June 17, 2009





SM Min 06-03-09.pdf SM Min 06-10-09.pdf

4.11 Approval of Employment Agreement for Valerie Hayward, Interim Dean, Math & Science (OCC)

Meeting: 07/15/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action Public Access: No

# 4.11.01 Approval of Employment Agreement for Valerie Hayward, Interim Dean, Math & Science (OCC)

After review by the District General Counsel and the Interim President of Orange Coast College, it is recommended by the Interim Chancellor that the Employment Agreement with Valerie Hayward be approved. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

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5.00 Public Comment (Items not on Agenda)

Meeting: 07/15/2009 Regular Meeting

Category: 5: Public Comment

Agenda Type: Information Public Access: Yes

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#### 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 <u>Brown Act</u>. 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.

6.00 Adjournment

Meeting: 07/15/2009 Regular Meeting Category: 6. Adjournment Agenda Type: Information Public Access: Yes

6.00 Adjournment

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### **Special Meeting**

Board of Trustees

Coast Community College District

District Board Room

5:00 p.m. Special Meeting

June 3, 2009

### **Minutes**

#### 1. Call to Order

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

Thank you for joining us tonight as we begin a discussion of what will be the first of several pertaining to the state of the budget. We are not on the dais tonight as we want to have interactive dialogue. There will be no debate tonight and we will run a tight ship. The dialogue will consist of a compilation of your remarks, suggestions and presentations. Staff will review the information as well as the Budget Advisory Committee and recommendations will be made.

I don't know how to convey to you how difficult it is to conduct business right now. What we thought was normal 6 months or even a year ago is no longer normal. I think back to January when one of the analysts stated that this was going to be a tough year and suggested that we all treat each other with kindness. Let's keep that in mind here tonight.

We are a community that needs to work this out and come up with solutions. They will be tough solutions but they will be our solutions.

#### 2. Pledge of Allegiance

Trustee Mary Hornbuckle led the Pledge of Allegiance to the United States of America.

#### 3. Roll Call

Trustees Present: Jim More

Jim Moreno, Jerry Patterson, Mary Hombuckle, Walter Howald,

Student Trustee Michael Battistone and Student Trustee Elect

Robert Lane

Trustees Absent:

Dr. Lorraine Prinsky

#### 4. Opportunity for Public Comment (Items on the Agenda)

#### **Bonnie Roohk**

Thank you for the opportunity to address the Board. I am the Dean of Math and Science for Golden West College but I am not here in that capacity but as an employee of this district. We are in tough times right now and at our graduation ceremony, the commencement speaker mentioned how important this district is to him, as it is to us all.

With these budget times, I don't want to see Budget cuts or my supply budget cut in Math and Science to the point that I can't do my job. I don't want to see us cutting classes. If we cut classes, then my part-time faculty pay and they count on me like I do them and I don't want to see it. We need to hang together. We have a district that is 90% salaries. I don't see a way to take away one set of salaries over others. I'd like to see some way to do an across-the-board cut from administration to part-time to 160's. I don't mean cut out all the 160's, I'm talking about a percentage because otherwise I can't do the job I love to do. This is my personal opinion that we find a way to make that happen.

This district is too great and this community has hung with us during Bond times and when times are good. I think we look at them and we say that you know what, "times are bad and we are going to hurt with you. We are going to feel it too and we are going to continue to serve when you need us most because the community needs to come to us and manage to get service from us." That's my opinion. Thank you.

#### **Community Member- Alan Remington**

I am here to offer suggestions. Lay-offs are probably inevitable. The District budget is 80% personnel. Tonight I have heard about how the students are number one. Well, it's time to put your money where your mouth is. A very important factor in a student is a teacher and that includes part-time teachers. It includes support personnel, reprographics, AV techs, maintenance and security. Everything and everyone else is expendable. Everyone in this building is expendable.

I've heard during past budget crises how important the students are, yet they are the first ones that cuts are made to. I retired from Orange Coast College in 2003 after 25 years. The reason I retired was that they cut 1000 class offerings and laid-off 400 teachers and at the same time, hired two administrators with full staff. I realized that OCC and I were not on the same wave length. The current students have not been here long enough to have seen the patterns of the past. Students and faculty are necessary evils as far as the District is concerned. I know you don't want to hear it. Jack Scott gave you a very good plan to follow. The students I've heard from here tonight have made the most sense here and I hope you've listened.

#### 5. Oath of Office - Student Trustee Robert Lane

Board President Jim Moreno administered the Oath of Office to Robert Lane, who will serve as the Student Trustee for the 2009-2010 academic year.

# 7. Adoption of Resolution #09-29 Authorizing Payment to Trustee Absent from Board Meeting

It was moved by Mr. Patterson and seconded by Mr. Howald to move forward and approve agenda item 7.

#### Resolution #09-29 Authorizing Payment to Trustee Absent from Board Meeting

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

**WHEREAS,** on June 3, 2009 the Board of Trustees of the Coast Community College District held a Special Board meeting; and

WHEREAS, Trustee Lorraine Prinsky was not present at the Board meeting; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that Trustee Lorraine Prinsky shall be paid at the regular rate of compensation for the Board meeting on June 3, 2009.

Motion carried with the following vote:

Aye:

Mr. Moreno, Mr. Patterson, Mr. Howald, and Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

#### STUDY SESSION

#### 6. Board of Trustees' Study Session: Coast Community College District Budget

Study Session matters are held for the purpose of providing and receiving information and discussion of issues related to the subject. No substantive votes shall be taken. Procedural votes may occur with respect to matters being referred to Staff for further analysis and reporting back to the Board of Trustees, or to establish additional Study Session dates.

#### 6.01 Presentations by Administration

**Board President Moreno** – Before we get started with this process tonight, I'd like to have the Board Members say a few words.

#### **Trustee Patterson**

We are beginning a series of meetings that none of us want to have. We want to have nice budget meetings where the thought is expansion not contracting. The national economy is working against us. This is the worst recession in my lifetime. The state budget is a calamity. The politicians cannot pass a budget, even in good years, on time, and now we are advised that the state runs out of cash in July and we are dependent for

our revenues from the state as a result of Proposition 13's changes in the property tax. We have no ability to raise revenues. The problem we are faced with is structural beyond our borders, and yet, we must address this issue. This budget news is bad for at least three years to come. Whether it is two or three years, it will last a while. So, we have to be really, really smart. We have to really take into consideration everything that we do individually and collectively so we can meet our number one goal to provide education for students. Everyone in this room will feel the pain. Our business is education. We need to make the kind of effort that makes the reductions necessary. We need to put things on hold that we are now doing. I think we will come back in two to three years, and I hold that opinion strongly. I am pleased that there are people here. We are going to be very interested in hearing from our Chancellor, our Budget Committee, the classified, and academic senates, and students and we look forward to doing a lot of listening tonight.

#### **Trustee Howald**

The theme needs to be that we are a team. I have been here the longest of all my Trustees. I have seen this group go through a lot of processes, but we have all gone through it successfully. We are a team for common cause and that will prevail through this crisis. This is the most financially painful that we have seen. It is a mess. We have to do the best we can, but everyone needs to share the pain of cutting back and making sure that we keep a strong focus on our classrooms, and making sure our presentation is complete. Here we can build a much stronger district, with you on the team; I have confidence that we are able to do that. I am here to be a good listener, and we are not here to make decisions tonight. We will be taking notes and we will be interested in our deliberations in the future as to how we are going to accommodate students.

#### Trustee Hornbuckle

I think Trustee Patterson is right, and we need to focus on student success and educating students. Once we do this, we can see what is frivolous, and what is less important. When times are flush, we all get a little comfortable. We spend money where we really do not need to. When times are lean, we can find areas to cut, and we can find things that can be cut. I would like to see each of the campuses come up with ideas where they can cut. I would like to see each of you come up in your own area of expertise where money can be saved. I think you can do this without too much pain to your organization. If we start there, I believe that we can get through this time. I believe that things will get worse before they get better, and believe it will be 3 to 5 years before the situation improves. I see this as a collaborative process. There are little things we can do: we can install a machine in the lobby where water can be purchased instead of providing it at meetings. With over 80% of the budget in personnel costs, this is where a lot of the cost cutting is going to happen. When times are tough, we all have to work and make it through. I would like to see us all work together. It can also be a learning experience for students in all of the classes. If we work with the students, we can work with everyone to find a solution.

#### **Student Trustee Robert Lane**

There are two very important issues in this situation from the student perspective. Both the home front, and our families, have been cut by the economy and it is hurting us. I completely understand that is an issue for every category. I understand that sacrifices and comprises must be made in this process for every category, and I am here today to be very responsive to this situation.

#### **Board President Jim Moreno**

I want to advise everyone that we are taking input and mulling over ideas as we proceed.

The Chancellor's role tonight is that of administrative advisor. She will be our key leader in the discussion that will go on tonight in collecting this information.

I ask the Chancellor to make her opening statement.

#### Acting Chancellor Dr. Ding-Jo Currie

It is great to see this many people here in the audience. That shows me that everyone cares so much. On Monday, President Moreno and I sent a letter to the Foundation Board members at the District, and I am very touched and pleased to find members of the Foundation Boards in the audience tonight.

I appreciate the comments that Trustee members have given us. It sets the tone for all of us and how to go about deliberating for the very tough times we have ahead. When Ms. Rhook referred to the Golden West Speaker at commencement, one of my takeaways is that "tough times shall pass, people will not." We are all here on the budget. I have spent a lot of time thinking about the budget and the global picture and how we go about budgeting. We have a fiduciary responsibility that the public has entrusted to us. How do we go about making sure that we do it well, and that we do it for our students and the well-being of the community?

With the help of Vice Chancellor Brahmbhatt, I prepared some material that is a foundation, a global principle, as our mission and vision in terms of what we are about. (see Appendix D, pages 27-37) I think we must not forget about your comments earlier. What I heard, was that students are front and center. I know that every single person here is in the business of education. If you are in the business of education, you better be in the business of the well being and success of our students. We are writing down some of the thoughts, whether it is a good time or bad time, one of the things that I follow that it does not matter what you face, who is in front of you, you try to save the course. You try to anchor your values and principles that do not let anything change your behavior. Good times and bad times, responsible fiscal management is the key. When you have good times, a plan drives the budget, and the budget follows the plan. What is our mission, what is our master plan? The second is the constant and robust fiscal stability. The constant part for us is not something we are gathering because of a crisis, instead. I hope we have continuous and constant discussion because resources drive what we do. If we are going to provide excellence to our students, then we have to operate from a position of strength if you don't have robust fiscal stability. The third item is long term solutions, followed by sound strategy and action. We may be in a mode of crisis management - but crisis is about opportunity. The long term part is about not looking at finding the money for solving the crisis but the solution is steadfast, for 100 years from now. Our solution and plan needs to be long term. The long term benefit is going to be essential. Trustee Hornbuckle, yes, everyone sacrifices. But, for me, the worst sacrifice is on a subtraction frame of mind: not what I am sacrificing, but instead, what are we gaining because of the action we are taking, in terms of what this means for our students. We must take action. At the end of the day, we can be talking and talking, but if we do not act decisively, and responsibly, we are delaying the inevitable. We need multiple study sessions. Also, we need to provide maximum level of programs and classes. It is a constant goal in our budgeting decisions - we try to offer the maximum

number of classes that we can afford. That we can look to and say that these actions caused us, if not to maintain, if not what we have been offering, we will be even more proud of ourselves, but we are even offering more...this means a lot to me if we can commit to that. If we can maintain the number of staff, faculty and managers, would mean a great deal. Our livelihood would be our own concern. Protecting a well run infrastructure that can offer a balanced program to our students is a must. Because of a short term shortfall that we immediately go to destroy, or chop off our infrastructure, would be short-sighted. We will continue to hire faculty with the best abilities. We need management and staff to function.

Displaced workers are flocking to our door. Our high school graduates, returning veterans, are all coming to us. Good times were there, but it is during the hard times, we need to step up, be a leader, and show how we as a District are there for them. We can diversify their financial resources — to create new revenue streams. If you have all of your eggs in one basket, that basket won't last too long. We diversify our financial portfolio to increase stability. We can no longer count on the Government, in this case, the State, to be there to bail us out. We have to take our own destiny in our own hands. If we continue to have 90% of our resources from a single source, we will do this over and over. We must be more aggressive and vigilant. We need to find new revenue streams. We have a lot of very creative, people wanting to give their own ideas and resources. This is the most powerful resource that we have: we have thousands of staff and many have offered their ideas. I have a folder — individuals have given us excellent ideas that we should ponder. I follow the principle of maximum utilization of existing resources. In recent weeks, from conversations, emails I have received, it has proven over and over again to me that our human resources that are here are strong.

We are going to take some emergency measures, but people need to have assurances, that these are a short detour. We must get back on track as soon as possible. If we are going to anticipate this down slope - we must prevail. That is the light we already see at the end of the tunnel, and for that reason, we must get back on the main stream, get back on track, as soon as we can. There are many guiding principles that we will continue to follow. There are many other planning, guiding principles and goals that we will receive. We also need to provide balanced program and support services to ensure student access and success. With some cuts that we are hearing, some of these programs are the exact programs why community colleges exist. Programs like EOPS and Categorical Programs are those programs. To have a devastating cut, proposed as high as 57%, is unthinkable. Let's reaffirm that we are here to assure equal access for students. Their success is the key for what we do. We need to cultivate open, collaborative and a unified institutional culture. Only when we have a unified spirit, coming to the table, only when we have come 360, and that is not enough, come with a spherical perspective. You have to have the spherical perspective to have this institutional culture. In times like this, people feel very vulnerable. We have new information from Sacramento every day. What does this mean to me? What does this mean to Students? We have to tell them frequently, openly, and provide good information and honest information for people. Authentic democracy cannot be achieved if you do not have informed citizenship. Each of you, out there, when you receive information, you have a responsibility to look into issues. We need to respect and follow shared governance processes. There are people feeling left out – we need to help to continually improve that process, but once we decide with a process, let's stick with that - if you all unify. We can all be wrong, but decide to turn around. Agreeing and respecting each other - we have to be kind to each other, that is the kind and respectful thing to do. These are some of the guiding principles that I feel are so important before

we go into any discussion on numbers. This is not a numbers game; it is a people's game.

I would like to give the Board a state of financial well-being of where we are today.

#### Vice Chancellor, Administrative Services C.M. Brahmbhatt

I have been with the District for 23 years, and from time to time, we have come across hiccups. But, this one won't stop for a while. This time, it is a little bit different; we did have a conversation with Dr. Currie. Why do this unless we have a definitive desire to go somewhere that we should land there. Those kinds of goals and guiding principles will help the District for years to come. On Page 2, (see Appendix D, page 28) there were \$23.6 million dollars of ending balance. It was fairly reasonably healthy support from the Board to make sure that we have enough reserve to make sure we hold our ground. We were projecting revenue of about \$193 million. We also have the reserve, \$2.3 million at colleges, and reserve for contingencies for \$16.7 million. Also, there was a \$2 million reserve for contingency. We could use those dollars in tougher times, for our own challenges. What we know as of today, to close our books, for 2008-09, the ending balance for the District is \$17,600,000. We will start the year with this total and move forward.

For our 2008-09 budget, the District lost the COLA from the state and we lost \$1.2 million. The District has to come up with deficit money which is about \$2.1 million. At this time, if you already know, the State is asking us for 2008-09, for all categorical programs, almost \$2 million in cuts. It will be the most difficult task for the categorical programs to come up with an ending balance with all of the students gone. Somewhere we have to absorb another \$2 million to absorb our cost. This leads us with the \$17.6 million ending balance.

On Page 3, (see Appendix D, page 29) on May 19th, at 10:30 a.m. we knew that the Governor was hoping that all of the Propositions would pass. With the failure of them, Page 3 is what the budget will look like. For 2009-10, the cut is \$697,800 - the government is making cuts across the board. We took this number to see how we can work together. This morning, after the May Revise, at about 11:43 a.m., they're telling us that the numbers are no longer good, which is an amended version as of this morning. Page 3a, (see Appendix D, page 30) as of this afternoon, the Department of Finance does not have language in place for the committee to work on community college totals at this level. The news we got today, is somewhat better, because we want to make sure that the committee and the legislature will come up with their own proposals. They are saying that the cuts are going to stay. How they will affect you, we don't know - that is the message we get from the State. Even in a tougher time, when they are asking the categorical programs to make the cuts, more than 50% of cuts, they still want to protect 3 or 4 programs. We don't know who is getting to the Department of Finance to protect some programs and cut others. Putting all that aside, we know where the Coast District has to come up with cuts.

On Page 4, (see Appendix D, page 31) we are facing \$20.4 million for our District, for 2008-2009 and 2009-2010. We want to make sure that we know what will be our general purpose dollars, so if you look at item A, that \$3.2 million worth of costs — our own obligation that we have to come up for those dollars for next year. The state is cutting by \$7.1 million. We are looking at \$3 million worth of cuts to balance our budget. Categorical programs must be cut over \$10 million in the next two years. Right now, we

are only addressing the \$10.3 million total at the top of the page because of the unanswered question from the state.

On Page 5, (see Appendix D, page 32) the State is cutting funding for the property tax shortfall and making PE courses as non-credit courses. We don't support that at this time at all. Right now, 2009-2010, they are putting \$160,000 in growth dollars, but we have not budgeted this. And, we were told today that there will be no growth money at all. It will be zero percent for 2009-2010 for those of us to go forward.

New Costs: Health and welfare cost increase of \$580,000. Step and column increases for our employees will be \$1,255,000. The negotiated salary increase will be \$1,200,000. Statutory benefits will be \$190,000.

Page 6: (see Appendix D, page 33) This is our proposal. We have never gone and chopped things. There was an unwritten rule to protect jobs at all cost. For that reason, we would like to save some of our dollars sitting in the bank: we would like to recommend our stabilization dollar to zero. We want to reduce \$3.3 million from reserve for contingency. With these figures, we can make half the cuts for our budget cuts. But, we only have 12 months to balance the budget for the next year. You have to identify more cuts. The \$2,000,000 reduction for campus and District will come from supplies, utilities, hourly employees, or equipment. At this time, the campuses do have to come up with the \$2,000,000, and the District, in order to permanently reduce those dollars out of the budget. And the last thing that we have started working with is that we need to identify \$3,000,000 worth of cuts, permanently, now, to balance our budget. We are looking at an approach over multiple years so we can serve the students and our community, without impacting what we offer in our classes. This is all General Funds. Now, I am moving to Categorical Programs.

What you are seeing on Page 7, (see Appendix D, page 34) right hand side, is the proposal being put together by the CEO of Community Colleges. That proposal may go somewhere, may not go anywhere. It looks like the initial proposal is \$8 million, our revised proposal is a bit better, only \$6 million, but we can't necessarily hang up our hat now until the budget can be improved. EOPS and DSPS have a significant impact on our students: we would like to see them work between now and July to come up with 15% to 20% in cuts.

On Page 8, (see Appendix D, page 35) you will see a bit more clarity, in terms of the programs of our District. We see about \$4.5 million worth of cuts. There are significant amount of cuts.

This is our overall picture. Somewhere along the lines, other Chief Budget Officers envy our position. They have respect for Coast District, but they know that even we have to do some work to come out of it. I turn it over to Dr. Currie now to the process.

#### Acting Chancellor Dr. Ding-Jo Currie

We are looking at a 20% cut to programs such as EOPS and DSPS. This was expressed by several people at the District budget advisory committee. Representatives and leaders from those departments stood up and said that they can absorb 20% of the cut. Not any single isolated program had been asked to absorb a 20% reduction: that is very steep. Those programs are heavy in service. For them to stand up, and accept the cut, then we will also make commitment to make sure that your students are not being affected. We

need to recognize this. There are programs like these that are unevenly affected by this cut.

On Page 9, (see Appendix D, page 36) I sent to you on the News Brief, and the order has changed, and this list has the added price tag to it. We spent a good three hours or more yesterday, and I am so thankful that we had this group. This group is made up of representatives from across the District, including students. This body has met several times and it is not an easy task to go through. The list has 21 items. There are significant ones. I am compiling them. Many had excellent ideas: including Trustee Hornbuckle's ideas about water. I am compiling them, as I am making the list, I will send it to the campuses. On Page 9, on this page only, I am showing recommendations from yesterday's meeting that we would like you to consider, and ask you to go over each one of them and what that means. None of them is set in stone, and they are qualified to give you a flavor. I recommend that the Board have more study sessions, because I think we are going to do this in phases. As we move into 2009-2010 and find long term solutions. Some of these are not immediate. They are not particularly ranked in order. The ranking you see is a second round with our top five.

Number 1, in rank order, this one is pretty much sweeping across the state in many community college districts. The hiring slowdown is an immediate measure. We have 67 vacant positions in the District. What that equates to is just a little shy of \$4 million. I have discussed it with the presidents, in terms of looking at the positions, and most are classified and faculty — but you can't have a real freeze because we don't want to freeze operations for students. After studying them, campuses have not decided what positions to freeze. What is real implementable is not a \$4 million freeze, but a \$2 million freeze. Some of those managers, I will use Golden West, the VP of Student Services has been an Interim. One of the decisions that Golden West has made, as painful as it is — is not to have that position for 6 months — GWC is considering waiting for six months.

Number 17, there were suggestions for a 4-10 work week. There is a reduction for utilities, but if you cut down the workweek, 4-8 is the new twist, that we discussed, for the summer, if this is what we decide to do, if we are going to go down this route for this summer, we would probably have a minimum of 6, with a maximum of 8, to shut down the campuses on Fridays. And, we would mandate some vacation days. We would implement this – it would deviate people's lives – they may not have enough vacation, but if they use up their vacation, their vacation days can be advanced. I must qualify that, there were a number of student leaders who expressed concern about the impact to students if we take this action. While there isn't a lot of student activity, there is heavy student services activity. If you shut them down from a 40 hour week to a 32 hour week, the students feel concerned. The saving is for \$120,000 for utilities. The \$1.3 million for vacation is a reduction of liability, not something that we can count toward the reduction.

The next item is the freezing of health benefits, at \$12,500 per staff member. It's not a cut to the benefit, but to ask the employees, all of them, to make a contribution so that they can maintain the benefit at the same level. One and a half percent to one percent is about \$1 million of savings. What does that mean for our staff? This is probably one of the equitable examples – if your annual salary is \$50,000, it translates to \$20 per month. It is a half percent increase, for a person who is earning \$50,000 per year. For someone at the highest salary level, it would be about \$1000 per year, pre-tax. This is the first item that I have come to, but an item like this has been bargained. It is negotiated. People have given up something else to get this. This is an item that is not something that we

can just do tomorrow. If the Board wants to consider this, we need to have discussions with our employee representative groups. There are other items like this throughout the list.

No salary increase for each group for the next two fiscal years. This is a cost neutral item.

Reduce Board and administrative travel. The \$250,000 savings is a price tag that is an estimate. If we reduce travel by 50%, we are talking about \$250,000. Inclusive of this number is the negotiated items.

Review and evaluate all positions using a District task-force. When we have done these evaluations, as in the past, as an exercise at the District level, we have contracted consultants. I am not sure it is something that we want to take on at this point. But, when we talk about this item, part of the sentiment is, business cannot be as-usual. We are going to ask every position that becomes vacated require some dialogue and discussion.

For a retirement incentive, number 20, we have offered this. The incentive reduces when you have a number of high paying top salary employees retiring. It reduces some of those human resource liabilities. We are trying to find money – there is no money for incentive dollars, but a twist to this came up. The numbers we see – what this means is that we use the example of 5,000 given here. If you give retirement notice, you get \$5,000, and if you give two years notice, we give \$10,000 toward incentive. This gives us information that we can plan on. If we get the notice, we can re-evaluate the position right now. This gives us planning.

Reduce management expense by 10% over the next two years. Just like the evaluation of positions, I think that management positions should not be any different, in terms of requiring evaluation. Often times, management dollars may not be from general funds, but it is lumped in together, and for this particular recommendation, it needs to be looked at closely, like any other position that we have. Making sure that we have met, for example, if we are looking at faculty, we need to establish a goal, some target that we can agree upon. We are not going to go outside of state-mandated guidelines when we evaluate a position. This does not mean that we will cut out positions by 10%. It means that managers may like to have an 11 month contract. It needs to come from a variety of ways.

On number 11, eliminate the Associate Vice Chancellor for Education Services. We can't have this position completely vacant. I am very thankful that John Breihan is here with us three days per week. I am not going to recommend that the District permanently fill the position at this time.

The next one is eliminating the District PR program. There is an allocation of \$300,000 to combine efforts to market the District and three colleges together. These are the ads, Career Focus, movie advertising – this totals \$300,000 – this means, that we would not do those bus ads at the District level. This does not mean that each campus cannot do their individual marketing programs. This only pertains to the District.

Number 18, is eliminate GASB 45. In our District, we have \$70 million of obligations. We are at \$28 million and completely on schedule. From the last audit report, we are about \$1 million over budget. This particular recommendation is that since we are ahead, because of the hardship, reduce the contribution. If you want to reduce, 2% from 3%, that

would be \$1,000,000. We have some mixed messages on this. There are concerns that people do not want to have their retirement benefits missed. To not meet the contribution period – could be a problem. If our Accreditation mid-term report indicates that we have stopped altogether, this could be problematic. If we are ahead, and we all felt that we could reduce our contribution, we could explain that one away.

On the next page, (see Appendix D, page 37) there is the proposal to reduce classified and hourly by 50% - it would be \$2,000,000 in budget cuts. Number 10 - freeze step and column increases - this is a \$1.2 million savings for this proposed item.

#### 6.02 Testimony by Constituency Groups

#### Coast Federation of Educators - Dean Mancina

Good evening, I am Dean Mancina, Golden West College Faculty and elected President of the Coast Federation of Educators. Thank you for having this study session and for having Coast Federation of Educators share their perspective on the District's budget. We understand you are planning to have more of these sessions and we take that as a clear indication of the Board's interest in making the best budget decisions as possible for the ultimate benefit of the students.

I've had some time to review the preliminary cost saving measures and have asked the faculty for their input during this budget scrutinizing process. We are working on putting a packet together for the faculty containing information on the budget, and information on the project and process the District Budget Advisory Committee is working on. We are also seeking solicitation of their input.

Our recommendations tonight are based on the limited input we have at this time. On the other hand, we feel well positioned to begin more comprehensive discussions early next fall when the faculty have returned if there are further anticipated cuts for the 2010/2011 academic year. On the front side of the handout I provided (see Appendix A, page 20) are the three recommendations made by State Chancellor Jack Scott. On the reverse are recommendations from the Coast Federation of Educators.

The first item, with regard to a retirement incentive, I remind you that this is a negotiable item and CFE has proposed this to the District for the past two years. The savings will be due to those people who would not have otherwise retired and whether they are replaced. Second is a hiring slowdown. We call it a slowdown as well as Acting Chancellor Dr. Currie because we recognize there are positions that are absolutely necessary to fill when vacancies occur. This allows for one more prudent review of positions before we proceed to rehire. It's an approach to avoiding the possibility of future lay-offs. Mr. Brahmbhatt has estimated that this could save \$ 2 million or more. Third, for the time being we recommend not filling the position of Vice Chancellor of Educational Services. When the budget improves we can take another look at the benefits of the position. Fourth, is to reduce Board and Administrative travel. Again, this is to provide another level of scrutiny before approving travel and conference expenses. We did not include classified and faculty in this item because these groups already have to appear before a committee who approves or disproves their request before it goes to Board. The fifth recommendation consists of 6 ideas that the faculty came up with as follows: 1. Eliminate services that we are contracting out that we may be able to do ourselves. 2. Use foundation dollars to fund classroom and office supplies. 3. Sell surplus assets like one of the donated yachts. 4. Increase swap meet fees. 5. Landscape in Xeroscape plants. 6. Cancel water-cooler contracts throughout the district. The sixth and

final recommendation at this time it to postpone the GASB 45 contributions.

There is a lot of misinformation about GASB 45. GASB 45 is not the retiree health benefits. It is a method to fund the future costs of retiree health benefits. For decades this district paid for retiree health benefits without GASB45. The annual contribution has been \$3 million dollars. It was our understanding yesterday from the District Budget Advisory Committee meeting that we needed to find \$5 million, but tonight, we are talking \$3 million. We recommend postponing the contribution from \$1-3 million or whatever it takes to make up where we need to be.

I want to reiterate that these are temporary measures that should be re-evaluated when the budget improves. Also, some of the ideas you are hearing tonight are negotiable items. In other words, subject to collective bargaining between the Chief Negotiator for the District and one or more of our bargaining units. When you ask us to the table to negotiate new features for members that we represent like retirement incentives, that's one thing, but when you ask us to return to the table to renegotiate parts of our complex contract, that is something entirely different.

We were in negotiations with the District two years ago on the contract and gave up many things to get what both sides agreed to. Our contract does not expire until June 30, 2011. We believe the District thoughtfully and with due diligence entered into a three year contract roll-over agreement last June. It will be difficult for our members to give up more than what we have already in the roll-over agreement. This semester in re-opener negotiations we dropped several important proposals our members asked us to negotiate for them. We dropped them for one reason only, and that was the budget crisis in California. These proposals while sound, appropriate and justified were costly at the time, and as a partner in the Coast Community College District we therefore took them off the table. We made this very clear to the management team at the table. We gave up a lot and when it comes time to ratify our re-opener agreements and hopefully finish in September, we will do our best to sell our members on what we did.

Finally, the Coast Federation of Educators recommends that carefully researched and factual information be imparted on our employees and students regarding the complex topics related to the budget. For many, the budget was not previously much direct interest to them except for when it actually affected them. But now, many more students and employees are getting actively involved which is great. The turnout at the District Budget Advisory Committee has been 50-60 people while only 18 are voting members. There is a learning curve as you know to understanding the unique and complex budget, I would caution everyone to be careful about making exaggerated statements such as comparing the Coast District to the auto industry or the implications of the GASB 45. Exaggerations are effective in scaring people but not effective in consensual decisions on our future budgets. Thank you.

(Pages 19-21 provided by Mr. Mancina and attached as Appendix A)

#### Coast Federation of Classified Employees - Neal Kelsey

Good evening, I am Neal Kelsey, Executive Director of Coast Federation of Classified Employees and I too would like to thank the Board and Dr. Currie for this open and collaborative budget process. I am not a member of the District Budget Advisory Committee but I have attended the meetings which appear to be very productive. People appear to be working very hard to find common solutions.

(Mr. Kelsey communicated a presentation to the Board as attached as Appendix B on pages 22 through 25)

#### Coast Community College Association/California Teachers Association - Jack Price

When the District budget catches a cold, the part-time faculty get pneumonia. That is how these budget discussions affect us.

My comments tonight are not new suggestions for budget cuts. We have already made those to the District Budget Advisory Committee (DBAC) and some appear on the sheets that you have before you. Instead, I offer suggestions as you pore through the materials given to you tonight.

- 1. Remember our bottom line is the students that we serve. We can't just give lip service to the idea of students first. The cuts need to be taken as far away from the classroom as possible, yet the college has decimated the summer programs as well as the programs for the fall.
- 2. You need to look carefully at all the suggestions. Even though the DBAC may have ranked them for you, often they did not have the discussion they needed to make choices. There are hard choices but significant savings there.
- 3. Deans will need help in making ethical and reasoned decisions particularly as they relate to part-time faculty. We have already heard of higher paid part-time faculty being replaced by lesser-paid and some losing classes so the benefits are gone and then having the classes taken by new part-time faculty. These changes are not in the best interests of the students or the District.
- 4. Sometimes we need to spend money to save money. For example, the presentation on Banner two Board meetings ago indicated that Personnel Action Forms would eventually be online. When that happens, it might make possible a streamlining of the four HR departments and improve the communication among them. That would result in significant savings.

Finally, we are fully in support of the four guiding principles put forth by Dr. Currie. The sooner that those are put into practice by all facets of the District the better chance we have of getting through this present "opportunity."

#### Coast District Management Association - Michael Mandelkern

Good evening. My name is Michael Mandelkern from the Coast District Management Association and I have a short presentation. With regard to Item # 1 (Budget Recommendation report presented by Acting Chancellor Dr. Currie and C.M. Brahmbhatt), which involved the proposal of a 10% reduction in managers, I appreciate what Dr. Currie said and I think most, if not all, managers' continued employment should be considered under the proposed hiring slowdown and not as a separate item. As positions are vacated they should be evaluated to see where there could be potential cost savings and I think that's how all the managers feel. As a Dean at Orange Coast College, I know that the managers look at this budget crisis very seriously. They have been taking a look at their non-instructional hourly accounts and planning to make reductions using the 50% cut as proposed by the District as our goal. That would go towards the \$2 million savings which is part of the General Fund reduction that we are looking at and I'm sure it will be difficult but

we understand that it is an identified goal and it is something we are working on. We also take the idea of the hiring slowdown very seriously. At Orange Coast College at the Planning and Budget Committee Meeting on June 18, 2009 the issue will be discussed and there will be manager representation as there is at all the colleges. At Orange Coast College we have set-up three sub-committees to look at how we can reduce personnel, operational and categorical expenses. We are also studying how we can increase dedicated revenue streams on the campuses. There are a lot of things the managers are doing and will continue to do. Thank you.

Trustee Hornbuckle to Mr. Mandelkern – Will you please identify what the dedicated revenue streams are? Per Mr. Mandelkern- It is revenue generated by things such as the swap meet, facility rentals, out-of-state tuition fees and boat sales.

#### Coastline Community College Academic Senate - Cheryl Stewart

I'd like to start by sharing the following quote with you:

- It is not the strongest of the species that survive, nor the most intelligent, but the one most responsive to change. ~Author unknown

One of the things we are being asked to do right now is to change and it's not going to be easy. Change is really hard on human beings even when it's for our benefit. We are going to feel the effects at all three of our colleges and all the categories of employment as we are being asked to make changes in order to continue serving our students at the appropriate levels. I would like to suggest, and this is my personal opinion only, that the District offer support services to those departments that are being asked to dramatically alter their department in order to reduce expenses.

I sent our faculty the information from the District Budget Advisory Committee meeting and solicited feedback. Since I did not receive any, I am going to assume that the faculty at Coastline Community College is ok with the proposed cuts.

(Ms. Stewart presented the Board with the recommendations and suggestions as listed on page 26 and attached as Appendix C.)

I am thankful to Dr. Currie, C.M. Brahmbhatt, and the Board of Trustees for having the wisdom to put together these district-wide committees before the crisis actually hit because we now see the benefit of collaboration, open information, dialogue and exchange and that wouldn't have happened without all of us facing these challenges. The fact that there are more people in attendance at the District Budget Advisory Committee than the committee itself says a lot about the need for information. In that regard, I would like to make a strong recommendation that the District consider the recommendations from the committees on some areas to consolidate specific college operations into District operations where appropriate to see if the cost savings warrant the change. That's not across the board or to lose autonomy at the colleges but the committees are talking about some ways that may benefit the District.

I want to thank Dr. Currie and Mr. Brahmbhatt for their support of EOPS and DSPS and I'm hoping a similar approach regarding matriculation will be evident. We can't function without matriculation. It is counseling, and Admission & Records. It's about getting students through the door and helping them successfully traverse the college experience. Matriculation has been categorical but it really is required and having it cut from categorical funding would be a

disaster for the colleges. Thank you.

#### Golden West College Academic Senate - Dr. Diane Restelli

Having worked in Health Care for the past 38 years, I have come up with a diagnosis for what we are facing. It is, "Inadequate funding to the Coast Community College District related to reduced state funds, secondary to severe state revenue problems". With that in mind, I've approached this situation from my background using a process made up of four major areas. The first is assessment, second is planning, third is implementation and the fourth is evaluation.

Assessment is taking a look at the problem and where it is that we need to come up with the funding. We need to continue looking at this and revise as needed. In planning, we know there are going to be cuts but I caution against cutting to the bare bones. We are going to see side-effects and what we want to avoid are the untoward side-effects at all costs. This planning process has led to a joint collaborative process and I commend this process. We need to set up specific and measurable goals. They should be realistic, attainable and have a time frame attached to them.

I agree that all the constituencies need to be part of the planning process. Cuts need to go at all levels and need to have sound and long-range changes. With the evaluation process, we need to see short and long-term plans. We need to focus on jobs, staff, classrooms, students and the community and not in that order. We can't forget the process.

#### Orange Coast College Academic Senate - Dr. Eduardo Arismendi-Pardi

I met with my Executive Board today and we don't come here with suggestions, but with questions. Has the Board thought about the following four items? First, if not filled, the current vacant management positions could save us \$300,000. We currently have two vacant management positions which I feel we could look at further. Also, to analyze the number of staff supervised by each of the managers district-wide could bring in a savings of \$450,000 which would mean reducing some of the management positions. Third, has the District thought about applying "value-added user fees" that would be paid by the entire campus community including full and part-time faculty, staff, managers, students and the community? For example, apply a fee to use campus facilities, Wi-fi, the health center and parking permits. This could possibly generate a million dollars. Also, has the Board considered optimizing rental facilities like hosting weddings at the Captain's Table? Fifth, and this is my personal opinion is that everyone should seriously read the memo from Dr. Jack Scott. I think it's important to consider using this as a roadmap or compass that could lead us in the right direction. Thank you.

#### Coastline Community College Student Advisory Council – Lee Fuller

I am not here tonight to present recommendation for cuts. I don't have the information to make those recommendations but what I can tell you is how some of the proposed cuts can affect the students. Each meeting that I have attended, I have heard about how important the students are to the District and that's good to hear. But what does that really mean to me and the other students? As a student, we look at it from the perspective of how the cuts will impact our lives. In Dr. Scott's message, it was clear that there are things that need protecting and I feel that we need to protect the transfer students as much as possible. Most transfer students have a plan, and if they are unable to stick to it, it could have a significant impact on their personal well-being. If course sections are cut, it will impact their educational

plan. Students know cuts are coming and they understand that but in reality it's still the process in their mind to continue with their plan. These changes will affect their reality.

I come here with questions. There was discussion in the past about protecting the transfer students. I'm not saying they are more important than other students but because they are here for a specific goal, they are more likely to finish their education as opposed to someone wanting to take a class for recreational purposes. I'm not saying that is not important. I'm saying that if we are looking to prioritize cuts, we could start there. We, the students, are here to get an education so that we can get a better job and pay higher taxes and we are the ones that are going to change the economy of California. So by prioritizing where we are will be prioritizing where we end up. Dr. Scott made that abundantly clear.

Lastly, there were talks about increasing tuition fees. If fees are increased by \$4.00, that would be ok. That would not be a crisis but if they are doubled, that would become a real hardship for the students. When looking at cuts, I ask you to look at the reality for students.

#### Associated Students of Golden West College - David Lopez and Jeff Weaver

**Mr. Lopez -** We come here tonight with comments and suggestions. It appears by everyone's comments tonight that the students are at the center of these discussions. Everyone in this room was a student at one time.

Mr. Weaver- The budget and planning goals presented here tonight are good but I would like to add one more to the list and that would be to achieve sustainability. There has been a lot of work towards this on all three campuses and I think that by achieving this it will go far to help the budget crisis. We need to look into renewable energy resources. If we had started this 10 or 15 years ago, we would not have utility bills. We, the students, would like to see classes offered in sustainability such as Environmental Law, Organic Chemistry and Environmental Science. Another aspect would be to expand the waste management program. Orange Coast College has a great program and I would like to see one at Golden West. Finally, we need to reduce water usage and this could be done by Xeroscaping the campuses and using plants that are native to California.

I would like to encourage the Board to look into ways that we could reach sustainability.

#### Associated Students of Orange Coast College – Jamey Briddle and Hal Gohlson

Mr. Gohlson- I would like to begin with stating our opposition to Item # 2 on the proposed cuts spreadsheet. We feel that this would be detrimental to the students. **Per C.M.**Brahmbhatt- This proposed cut would not include cutting student hourly employees.

We, the students would also like to see other ways at which dedicated revenue could be increased. Another suggestion is that we feel that the buildings at Orange Coast College should be metered for their utility usage. We know that there is a lot of waste happening here.

Mr. Briddle- The utility costs run \$1 million over budget on electricity alone. This usage needs to be metered.

We also agree that the District should pursue Xeroscaping landscaping at all three campuses and expand the recycling center to include Golden West. The city of Costa Mesa does not recycle and I think that if we outsourced our services to the community, it could

generate a lot of revenue. **Per Ms. Hornbuckle**- The city of Costa Mesa does recycle. The residents don't individually, but the waste is transported to a facility in Stanton where it is separated and over 50% is recovered and recycled.

#### **END STUDY SESSION**

7. This item was heard earlier in the Agenda.

#### 8. Adjournment

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

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Howald and Mr. Patterson

No:

None

Absent:

Dr. Lorraine Prinsky

The meeting was adjourned at 8:26 p.m.

Secretary of the Board of Trustees

#### **APPENDICES**

	Page
Appendix A - Dean Mancina - Reports and Recommendations	19-21
Appendix B - Neal Kelsey – Reports and Recommendations	22-25
Appendix C - Cheryl Stewart - Budget Recommendations and Strategies	26
Appendix D - Dr. Currie and C.M. Brahmbhatt – Budget Planning Reports	27-37

#### Appendix A



#### Presentation to the Board of Trustees Budget Study Session Coast Community College District Budget June 3, 2009

"I would advise all of you to take steps such as the following:

- 1) Reduce course sections for the next year. We can no longer educate above the cap.
- 2) In most cases, don't replace resignations and retirements.
- 3) Reduce administrative costs by having fewer administrators oversee larger areas."

Chancellor Jack Scott May 20, 2009

# CFE's Response to the Challenge of Cutting \$5 million from the 2009-10 Budget

These are in addition to the 20% cut Categorical Programs will make in their budgets, the \$5.327 million from reserves, and the \$2 million overhead cuts at the colleges & district office.



<u>Strateg</u>	y	Estimated Savings (in millions)
1. Reti	rement Incentive *	(depends on # of retirees)
2. Hirir	ng Slowdown	\$ 2
	t fill the Associate Vice-Chancello cational Services position	or \$ 0.1-0.2
4. Redu	ce Board and Administrative Tra	vel \$.15
<ul> <li>Are</li> <li>We</li> <li>Usin</li> <li>Offi</li> <li>Sell</li> <li>Incr</li> <li>Lance</li> </ul>	ellaneous reductions/revenue inc there things we are contracting can do less expensively ourselven ng Foundation dollars to fund cla ce supplies surplus assets. One of our donat rease swap meet fees dscape using xeriscape plants cel water cooler contracts	out for that s? ssroom/ ?
6. Postp	one GASB 45 Contributions	\$ 1-3

Note: These are all recommended as <u>temporary</u> measures, subject to review as the state's financial condition and budget allocation to community colleges changes.

\* Retirement Incentive Programs require negotiations with bargaining units.

# Coast Federation of Educators Recommendations regarding the District Budget Plan based upon the presentation made to the Board on March 18, 2009

RECOMMENDATION #1: Direct Staff to prepare a chart with the number of employees in each group and total salaries of each of the following: the District's Management & Administrative group, Faculty group, and Classified group.

RECOMMENDATION #2: Charge the District Budget Advisory Committee with developing a long-term faculty staffing plan for the District/colleges with annual review by the Board.

RECOMMENDATION #3: Direct General Counsel to provide a legal opinion on the requirement to fund GASB 45.

RECOMMENDATION #4: Direct staff to prepare a report of how much each of the 9 comparison Districts have contributed to GASB 45.

RECOMMENDATION #5: Charge the District Budget Advisory Committee with recommending a goal regarding the 50% law, for review and approval by the Board.

RECOMMENDATION #6: Direct staff to prepare estimates of these increases in addition to the high school decreases so as to present a more balanced picture of what we may be facing during the next several years.

RECOMMENDATION #7: The Budget Workshop should occur earlier in the year, and the Board should review, consider, and approve a Budget Plan at that meeting or soon thereafter, since immediate budgetary decisions must be made for the ensuing academic year. Decisions to make cuts, such as \$750,000 in class section offerings, should always be made by the Board after receiving shared governance input.

RECOMMENDATION #8: Schedule an immediate Workshop Meeting or Board Agenda item on the topic of Course Offering levels for 2009-10 and, thereafter, each year in the future, for the Board to hear input from the District Budget Advisory Committee, on this and other relevant topics. By doing this, the Trustees will hear from college presidents, vice-presidents, deans, faculty, classified staff, and students, not just District Administrative Services, so the Board can make an informed decision about how to proceed.

RECOMMENDATION #9: Charge the District Budget Advisory Committee with developing budget cut recommendations and prioritizations, and presenting that information to the Board for their input and consideration for approval.

RECOMMENDATION #10: Direct staff to prepare a report comparing the cost of living for the 9 comparison districts, and compare that to the salaries of the faculty in those districts.

RECOMMENDATION #11: The District honors the current Bargaining Unit Agreement with the Coast Federation of Educators and respect the purview of the Academic Senates with regard to faculty conference and meeting expenses.

#### Appendix B

1.1

6/3/2009

#### **Recommendations and Concerns** of the Coast Federation of Classified Employees, AFT Local 4794

Prepared for the CCCD Budget Workshop **Coast Community College District Board Room** June 3, 2009



Coast Federation of Classified Employees

#### Framing the Solution

- n The emphasis in this budget process, so far, has been on reducing District expenses by identifying "cost-saving measures."
- This framing represents an adoption of the rationale and rhetoric of those interest groups within the State that are opposed to supporting the services provided within the public sector by the State of California.
- The reality is that we have a "revenue" problem, not an "expense"
- Coast students will not be well served by gutting our educational programs and services. Indeed, the State will not be well served by this thrash and burn approach to the budget, which the Governor seems Intent on implementing. Many analysts are warning that such drastic cuts will create long-term damage to the State's ability to provide a well-trained workforce
- Before the District Implements cost-saving measures that impact our ability to deliver services, it should seek ways of enhancing revenues,

  - Moving a percentage of the reserves into the general fund
     Decreasing the GASB 45 contribution towards retiree health benefits
  - Borrowing funds from the accumulated GASB 45 monles

Coast Federation of Classified Employees AFT Local 4794

6/3/2009

#### **General Goals and Guiding Principles**

- Minimize impact on the District's ability to deliver student services
- Minimize economic consequences for employees due to decreased real annual wages or increase in cost of benefits to employees
- □ Preserve jobs
- □ Implementation of budget strategies that have an equal effect on all constituencies
- Minimize impact on ability to maintain safe and fully functional campuses and District office
- Maintain practices that are consistent with Accreditation Standards
- Adhere to Generally Accepted Accounting Practices
- Recognize the CCCA, CFE, and CFCE as the exclusive bargaining representatives for their respective constituencies



Coast Federation of Classified Employees AFT Local 4794 Slide 3 of 8

# Cost Savings Measures Should Focus on Non-personnel Items

- Reduce management expenses by 10% over the next two years.
- □ Reduce Board and administrative travel by 50%.
- □ Reduce all other travel in the District by 50%.
- Eliminate the District building and grounds program and have it covered by OCC.
- Make a concerted effort to sell/lease all excess District property.
- Eliminate funding of PR programs at the District.
- Decrease GASB 45 contribution towards retiree health benefits.
- m Make use of accumulated GASB 45 contributions.
- Move funds from reserve account into the general fund.



Coast Federation of Classified Employees AFT Local 4794 Slide 4 of 8

6/3/2009

# Cost Savings Measures that are Subjects of Negotiation

- □ Go to 4/10 work week during summer for utility savings
- a Go to 4/8 work week during the summer
- Close campuses down on Fridays to save on utility costs
- No salary increase to any employee constituency group for 2009/2010 and 2010/2011
- Review/re-evaluate all positions using District-wide task force
- □ Freeze step and column increases for 2009/2010
- A one-day/month furlough for all classified staff and managers
- □ Freeze health benefits at \$12,500 for next two years
- Reduce vacation days to maximum of 12 days/year for all employees for the next two (2) years



Coast Federation of Classified Employees AFT Local 4794

Slide 5 of 8

# Budget Saving Measures Identified by District Budget Advisory Committee

	TOTAL	\$6.10M
7_	Reduce management expenses by 10% over the next two years	\$1.40M
6	Review/re-evaluate all positions using District-wide task force	Unknow
11	Eliminate the Assistant Vice-Chancellor for Educational Services position	\$0.10M
ZO	Initiate a retirement incentive to lessen higher paid salaries	Unknows
8	No salary increase to any group for 2009-2010 and 2010-2011	\$0.25M
16.	Eliminate funding for District public relations programs	\$0.30M
13	Reduce Board and administrative travel	\$0.25M
17	4/8 workweek for summer session	\$0,30M
18	Reduce GASB 45 contributions towards retiree health benefits	\$1.50M
1	Hiring slowdown/freeze across the board	\$2.00M



Coast Federation of Classified Employees AFT Local 4794

Silde 6 of 8

6/3/2009

# Budget Saving Measures Identified by District Budget Advisory Committee

**Subjects of Negotiations Identified** 

Cent	Contract of the Contract of th	學面響
1	Hiring slowdown/freeze across the board	\$2.00M
18	Reduce GASB 45 contributions towards retiree health benefits	\$1,50M
17	4/8 workweek for summer session	\$0.30M
13	Reduce Soard and administrative travel	\$0.25M
16	Eliminate funding for District public relations programs	MOE.02
8	No salary increase to any group for 2009-2010 and 2010-2011	\$0.25M
20	Initiate a retirement incentive to lessen higher paid salaries	Unknown
11	Eliminate the Assistant Vice-Chancellor for Educational Services position	\$0.10M
6	Review/re-evaluate all positions using District-wide task force	Unknown
7	Reduce management expenses by 10% over the next two years	\$1.40M
	TOTAL	\$3.55M

Items associated with subjects of negotiation are highlighted in bold blue,



Coast Federation of Classified Employees AFT Local 4794

#### **CFCE Recommended Budget Strategies**

TOTAL	\$12.95M
Reduce Board and administrative travel by 50%	\$0.25M
Reduce management expenses by 10% over next 2 years	\$1.40M
Eliminate funding for District public relations programs	\$0.30M
Borrow funds from accumulated GASB 45 account and move into general fund	\$3.00M
Decrease GASB 45 contributions towards retiree health benefits	\$3.00M
Move a percentage of funds from reserves to general fund	\$5.00M
Budget Strategies 2007	Amount

Coast Federation of Classified Employees AFT Local 4794

#### Appendix C

CCCD Budget Study Session
June 3, 2009
Prepared by Cheryl Stewart, AS President, Coastline Community College

It is not the strongest of the species that survive, nor the most intelligent, but the one most responsive to change. "Author unknown

- 1. In general the recommendations of the Budget Advisory Committee are acceptable to faculty.
- 2. Several of the recommendations will require negotiation between the District and the bargaining units.
- 3. Like the Trustees, faculty members want to ensure that classes and seats are available for as many students as possible.
- 4. Faculty members want to preserve part-time faculty assignments.
- 5. Coast District needs to develop a 5-year, multi-phase budget plan.
- 6. Each district entity, the three colleges and the district office, should undertake workplace assessments immediately to identify ways to improve operations and reduce costs.
- 7. Solicit recommendations from District committees regarding consolidation of specific college operations into District operations where appropriate and where the cost savings warrant the change.
- 8. Since change is hard on human beings, the District needs to provide support, training, and preparation to individuals and departments that are asked to radically alter their way of doing business in order to reduce expenses.

#### Appendix D

#### **Coast Community College District**

#### **Budgeting Planning Goals**

- 1. Budget follows Plan
- 2. Maintain constant and robust fiscal stability
- 3. Plan for long term developments and solutions and follow up with sound financial strategy and action
- 4. Provide maximum level of programs and class offerings to the community and students within the capacity and constraints of available resources
- 5. Maintain sufficient number of faculty, staff, and managers positions and provide adequate working conditions under responsible fiscal management
- 6. Serve as a leader in protecting the educational, cultural, and economic well being of our community
- 7. Diversify financial resources with enhanced advancement efforts and creating new revenue streams.
- 8. Promote and encourage innovations and entrepreneurship
- 9. Commit to restoration of emergency measures whenever possible and as soon as possible

#### **Guiding Principles**

- 1. Provide balanced programs and support services to ensure student access and success
- 2. Cultivate open, collaborative, and unified institutional culture
- 3. Communicate by regular, transparent, and authentic information
- 4. Respect and follow shared governance process agreed upon by constituencies

Page 1

#### 2008-09 Adopted Budget

#### **Unrestricted General Fund**

Beginning Balance	
District Balance	22,129,416
College Balances	1,471,664
Total Beginning Balance	23,601,080
Revenues	
State	80,757,519
Local	112,708,400
Total Revenue .	193,465,919
Expenditures	
Certificated Salaries	65,544,340
Certificated Manager Salaries	7,445,617
Classified Salaries	38,937,321
Classified Manager Salaries	7,599,922
Staff Benefits	43,228,617
Supplies	3,603,851
Other Operating	25,741,041
Capital Outlay	1,867,832
Student Financial Aid & Transfers	2,003,359
Total Expenditures	195,971,900
Reserves	
College Reserves	2,345,099
Reserve for Contingencies	16,750,000
Stability Reserve	2,000,000
Total Reserves	21,095,099
Beginning Balance + Revenues -	
Expenditures - Reserves	0
<b></b>	
Estimated Ending Balances	
College Ending Balances	600,000
District Ending Balance	17,000,000
Total Ending Balances	17,600,000

May 21, 2009 10:30am



(SIR)					
Itam:	2008-09 REVISED ENACTED BUDGET	2009-10 ENACTED BUDGET	Proposa Changes 2008-09	to	Proposed Changes to 2009-10
General Apportionment					
Base Apportionment (incl: GF, P-Tax, Fee)	5,724,005,000	5,827,506,000			
Property tax shortfall	ett Euloppione	3,027,000,000	-42,100	000	-116,700,000
Apportionment reduction: fund physical education and			····· 2,100	,000	-120,000,000
recreational classes et noncredit raté.					-120,000,000
	5,724,006,000	5,827,506,000	-42,100	000	-236,700,000
Cost-of-living adjustment		•	•		
	0. (a)	0			
Grawth for Apportionments	113,500,000 (ь)	174,800,000			-116,900,000
Total General Apportionment	5,837,506,000	B 400 000 000			
	2,001,000,000	8,002,306,000	-42,100,	000	-353,600,000
Categorical Programs					
Academic Senate for the Community Colleges	467,000	467,000	-68,	700	-267,000
Apprenticeship	14,641,000	14,641,000	-2,153.		-8,371,400
Basic Skills	33,100,000	33,100,000	-4,867,		-18,925,800
Career Technical Education Child Care Tax Balkout	10,000,000	10,000,000	-1,470,		-5,717,800
Disabled Students Programs and Services	6,836,000	8,838,000	-1,005,		-3,908,700
Economic Development	115,011,000	118,461,330	-16,914,		-67,733,400
EOPS	46,790,000 106,786,000	46,790,000	-6,881,		-26,753,400
CARE	15,505,000	108,989,600 15,970,150	-15,704,1		-62,889,500
Equal Employment Opportunity	1,747,000	1,747,000	-2,280,: -258.1		-9,131,400 -998,900
Foster Care Education Program	5,254,000	5,254,000	-230,1 -772,7		
Fund for Student Success	6,158,000	6,158,000	-905,6		-3,004,100 -3,521,000
Matriculation	101,803,000	104,857,090	-14,971,8		-59,954,800
Nursing	22,100,000	22,100,000	3,250,2		-12,636,300
Part-Time Faculty Compensation	50,828,000	50,828,000	-7,475,1		-29.062.300
Part-Time Faculty Heelth Insurance Part-Time Faculty Office Hours	1,000,000	1,000,000	-147,1	.00	-571,800
Physical Plant and Instructional Support	7,172,000	7,172,000	-1,054,8		-4,100,800
Special Services for CafWORKs Recipients	27,345,000 43,580,000	27,345,000	-4,021,5		-15,635,200
Student Finencial Aid Administration	51,269,000	43,580,000 51,269,000		0	0
Telecommunications / Technology Svcs / C.V. U	26,197,000	28,197,000		0	ů D
Transfer Education and Articulation	1,424,000	1,424,000	-209,4		-814,200
Mendatas (6870-295-0001)	4,004,000	4,000	-588,9		-2,300
Calegorical across-the board reductions			-85,000,0	20	-334,000,000
Categorical growth cuts (DSPS, EOPS, CARE, Metric)				•	-10,200,000
Total Categorical Funds	699,017,000	705,190,170	-85,000,00	70	-344,200,000
Orgoing Funds Subtotal					
ongong rains subjets	6,536,523,000	6,707,498,170	-127,100,0	)G	-697,800,000
One-Time Funds (Prop. 95 Reversion & Settle-up) Physical Plant & Instructional Support					
Carser Technical Education SB 1133	38,000,000	38,000,000	•		
Mandate reimb (SB 1108, Chapter 216 Statutes 2004)	25,000,000	0			
·		•			
One-time Prop 98 Funds Subtotal	63,000,000	38,000,000			
		, ,			
Miscellanagus (Non-program) Items					
Fiscal Crisis Management Assistance Team (FCMAT) STRS Payments for CCC Employees	508,000	508,000			
Lease-Purchase Bond Payments	88,128,000	88,128,000			
Lottery	68,122,000 187,535,000 (c)	68,122,000			
<b>,</b>	10/1-235/000 (C)	167,535,000			
Total State-Determined Funding	6,923,816,000	7,089,789,170	-127,100,00	<del></del>	-897,800,000
Fanded FTES	4 - 4		<del></del> -		
Prop 98 (Local) Ongoing Funding per FTES	1,191,307	1,227,046	_		(15,722)
Prop 98 (Local) One-Time Funding per FTES	5,487 53	5,466	\$ (107	7) \$	(574)
_ 'L''.	5 5,812 \$	31 5,782	\$ 5,705		
<u> </u>	- v/e := •	3,002	\$ 5,705		5,188

June 3, 2009 8:00am

## COMMUNETY COLLEGE LEAGUE OF CALIFORNIA

item	2008-09 REVISED ENACTED BUDGET	Governor's May Revise Proposal 2001- 09	2009-10 ENACTED BUDGET	Governor's May Revise Proposel 2008-10
General Apportionment			•	
Base Apportionment (incl: GF, P-Tax, Fee)	5,727,059,000	5,727,050,000	5,840,659,000	5,840,559,000
Property tex shortfell		(41,100,000)		(116,700,000)
Apportionment reduction: fund physical education				(120,000,000)
and recreational classes at noncredit rate.				•
Redirect 1% Appendonment Growth to base shortfall				58,313,000
•	5,727,059,000	5,685,959,000	5,640,559,000	5,682,172,000
Cost-of-living adjustment	0.	0	0	o
Growth for Apportionments	113,500,000	113,500,000	175,213,000	.0
Total General Apportionment	5,840,558,000	5,799,459,000	6,015,772,000	5,562,172,000
Categorical Programs			_	
Academic Sensile for the Community Colleges	467,000	396,400	467,000	217,000
Apprenticeship	14,641,000	12,490,600	14,641,000	6,803,000
Besic Sidts	33,100,000	28,238,400	33,100,000	15,380,200
German Technical Education	20,000,000	17,052,400	20,000,000	9,293,100
Child Care Tex Ballout	6,836,000	5,831,000	6,836,000	3,176,400
Xsabled Students Programs and Services	115,011,000	98,110,500	118,481,000	53,440,700
Economic Development	48,790,000	39,917,000	46,790,000	21,741,300
OPS	105,785,000	91,101,500	109,990,000	49,618,900 4
ARE	15,505,000	13,227,700	15,970,000	7,204,500 (
qual Employment Opportunity	1,747,000	1,490,400	1,747,000	£11,800
oster Cere Education Program	5,254,000	5,254,000 a		5,254,000 A
und for Student Success	6,158,000	5,253,500	6,168,000	2,981,400
fatriculation	101,803,000	86,850,400	104,857,000	47,303,500 a
luising	22,100,000	18,854,000	22,100,000	10,268,900
art-Time Feculty Compensation	50,828,000	43,382,500	50,828,000	23,817,600
art-Time Faculty Health Insurance	1,000,000	853,100	1,000,000	464,700
art-Time Faculty Office Hours	7,172,000	6,118,600	7,172,000	3,332,500
hysical Plant and Instructional Support	27,345,000	23,328,600	27,345,000	12,708,100
pecial Services for CallAORKs Recipients	43,580,000	43,580,000 a	43,580,000	20,249,800
tudent Financial Aid Administration	51,289,000	51,269,000 in		51,269,000 b
electromagnic antone / Technology Sven / C.V. U ranger Education and Articulation	28,197,000 1,424,000	26,197,000 a 1,214,800	28,197,000 1,424,000	28,197,000 & 681,700
vial Catagorical Funds:	705,013,000	820,012,900	715,186,000	371,873,100
Impoing Funds Subtotal	6,545,572,000	6,419,471,900	6,730,958,000	6.034.045.100
ne-Time Funds (Prop. 98 Reversion & Settle-us)				
hysical Plant & Instructional Support				
areer Tachnical Education SB 1133	38,000,000	38,000,000	38,000,000	38,000,000
ne-time Prop 98 Punds Subtotel	38,000,000	38,000,000	38,000,000	38,000,000
Seculleaneous (Non-program) items		4.		
scal Crisis Management Assistance Team (FCMAT)	,508,000	508,000	508,000	508,000
andeles (6870-295-0001)	4,004,000	4,004,000	3,000	3,000
RS Payments for CCC Employees	69,173,000 49,400,000	88,173,000	95,524,000	95,524,000
ase-Purchase Bond Psyments	68,100,000 164,170,000	58,100,000 484,470,000	66,829,000	66,828,000
itary		164,170,000	148,679,000	148,679,000
otel State-Determined Funding	6,909,527,000	6,783,428,900	7,080,501,000	6,383,588,100
inded FTES	1,200,433	1,203,342	1,235,446	1,203,342
on \$5 (Local) Ongoing Funding per F7E\$	8.453	5.135	5,444	5,014
op 98 (Local) One-Time Funding per FTES	32	32	31	32
		J2		92,

a Cetagorical Program exempt from cut in 2008-09. All offer programs reduced by 14,69%
 b Catagorical Program exempt from cut to 2008-10. All other programs reduced by 53,53%
 c 2008-10 Growth of 3% backed out then 53,53% reduction applied

### 2009-2010 Budget Challenges

A New cost increase for District \$ 3,225,000.00

Budget cuts from State 7,102,000.00

Target \$ 10,327,000.00

B Categorical Pograms

2008-09 Budget Cuts \$ 2,007,828.00

2009-10 Budget Cuts \$ 8,065,778.00

Total Categorical \$ 10,073,606.00

Total Budget Shortfall \$ 20,400,606.00

	2009-10 BUDGET	COAST SHARE (3%)	
UNRESTRICTED GENERAL FUND			
Revenue Reductions	•		
Property Tax Shortfall	116,700,000	3,502,000	
Apportionment Reduction (PE Classes)	120,000,000	3,600,000	
09-10 Growth for Apportioments	116,900,000	_	(not budgeted)
	353,600,000	7,102,000	
New Costs			
Health & Welfare increase to \$12,800		580,000	
Step and Column movements	•	1,255,000	
Negotiated salary increase		1,200,000	
Statutory Benefits	_	190,000	
(Benefits on salary increase and PERS rate increase)		3,225,000	
TOTAL REVENUE REDUCTIONS AND NEW COSTS		10,327,000	

# Proposed Budget Solutions 2009-2010 General Apportionment

Target	\$	10,327,000.00
Reduction Stabilization Reserve (one-time funds)	\$	2,000,000.00
Reduction Reserve for Contingency (one-time funds)	\$	3,327,000.00
Reduction of Campus and District Office Operations (on-going)	\$	2,000,000.00
Additional District-Wide Reductions	<u>\$</u>	3,000,000.00
	\$	10,327,000.00

#### CATEGORICAL REDUCTIONS

			NITIAL PRO	POSAL			ī		REVISED PR	OPOSAL		
Horn	2009-10 ENACTED BUDGET	Proposed Changes to 2009-10	Growth Reductions	09-10 COAST ESTIMATED ALLOCATION		Proposed Changes to Coast 09-10	2009-10 ENACTED BUDGET	Proposed Changes to 2009-10	Growth Reductions	09-16 COAST ESTIMATED ALLOCATION		Proposed Changes to Coast 09-10
Categorical Programs  Basic Skills  Career Technical Education  Disabled Students Programs and Svcs  Economic Development  EOPS  CARE  Matriculation  Nursing  Part-Time Faculty Compensation  Physical Plant and Instructional Support  Student Financial Aid Administration  Telecommunications / Technology Svcs  Transfer Education and Articulation.	33,100,000 10,000,000 118,461,330 48,790,000 109,986,500 15,670,150 104,657,080 22,100,000 50,828,000 27,345,000 51,289,000 28,197,000 1,424,000	-18,925,800 -5,717,800 -5,7733,400 -26,753,400 -62,889,500 -9,131,400 -12,936,300 -28,062,300 0 0 -814,200	-3,450,330 -3,203,600 -485,150 -3,054,090	457,389 1,400,000 2,870,577 425,764 3,188,127 -225,189 2,528,590 175,400 1,520,706 108,108 12,000	1.38% 14.00% 2.42% 0.91% 2.90% 1.41% 2.51% 0.79% 2.79% 2.75% 0.41% 0.84%	(281,530) (800,492) (1,724,937) (243,442) (1,915,758) (135,317) (1,579,526) (100,290) (869,505) (428,121)	33,100,000 10,000,000 118,461,330 46,790,000 109,889,600 15,970,150 104,857,090 22,100,000 50,828,000 27,345,000 51,289,000 28,197,000 1,424,000	-20,522,000 -6,200,000 -23,692,266 -29,009,800 -21,997,920 -3,194,030 -55,011,396 -13,702,000 -31,513,360 -0 0 0 -882,880	-3,450,330 -3,203,600 -465,150 -3,054,090	457,399 1,400,000 2,870,577 425,764 3,189,125 2,628,590 1,520,706 748,757 1,320,169 108,106 12,000	1.38% 14.00% 2.42% 0.91% 2.90% 1.41% 0.79% 2.99% 2.74% 0.41% 0.84%	(283,587) (868,000) (857,724) (283,974) (730,484) (51,597) (1,706,287) (108,748) (942,838) (464,229)
Total Categorical Funds	618,331,170	-309,254,100	-10,173,170	15,080,788		-8,065,778	618,331,170	-232,879,552	-10,173,170	15,080,786		-6,084,908
Program Eliminated Special Services - CalWORKs Recipients	43,580,000	7.18% 0		818.031	1.88%			20% DSPS and 8 62% Other -43.580.000	OPS			
		-		0,001		•	I 49'980'000	49,080,000		818,031	1,88%	(818,031)

occ	2008/2009 ALLOCATION	14.71% REDUCTION	Final 2008/2009 Allocation	2009/2010 ALLOCATION	57.18% REDUCTION	FINAL 2009/2010 ALLOCATION	2009/2010 ALLOCATION	20.00% REDUCTION	FINAL 2009/2010 ALLOCATION
DSPS	1,108,259	166,207	942,052	1,108,259	633,702	474,557	1,108,259	221,652	886,607
EOPS	1,488,076	219,954	1,268,122	1,488,076	850,882	637,194	1,488,076	297,615	1,190,461
GWC DSPS EOPS	745,701 1,357,755	123,804 199,726	621,897 1,158,029	745,701 1,357,755	426,392 776,364	319,309 581,391	745,701 1,357,755	149,140 271,551	596,561 1,086,204
DSPS	873,797	132,251	741,546	873,797	499,637	374,160	873,797	174,759	699,038
EOPS	342,296	5 <u>1,41</u> 0	290,886	342,296	195,725	146,571	342,296	68,459	273,837
DSPS	2,727,757	422,262	2,305,495	2,727,757	1,559,731	1,168,026	2,727,757	545,551	2,182,206
EOPS	3,188,127	471,090	2,717,037	3,188,127	1,822,971	1,365,156	3,188,127	637,625	2,550,502
TOTALS	5,915,884	893,352	5,022,532	5,915,884	3,382,702	2,533,182	5,915,884	1,183,177	4,732,707
Matriculation OCC MATRIC GWC MATRIC CCC MATRIC CCCD MATRIC	1,138,287 739,396 626,015 2,503,698	167,442 108,765 92,087 368,294	970,845 630,631 533,928 2,135,404	1,138,287 739,396 626,015 2,503,698	650,873 422,787 357,955 1,431,615	487,414 316,609 268,060 1,072,083	1,138,287 739,396 626,015 2,503,698	62.00% Reduction 705,738 458,426 388,129 1,552,293	432,549 280,970 .237,886 951,405

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# COAST COMMUNITY COLLEGE DISTRICT DISTRICT BUDGET ADVISORY COMMITTEE MEETING JUNE 2, 2009, 2:00-4:00, DISTRICT BOARD ROOM

30NE 2, 2003, 1	ا راب. ۳-۲۰۰۰	VIDIKICI BU	MKU KOON	/1	
Recommendations of 21 District Budget Committee Members For Cost Saving Measures. For Presentation to Board of Trustees on June 3, 2009	Round One No. of Votes	Round One Ranking	Round Two No. of Votes	Round Two Ranking	Comments
Item#1 (No Committee Members oppose recommendation) Hiring slowdown/freeze across the board. For current FY 2008-09, all hiring must be approved by campus Presidents, Vice Chancellors and Chancellor.	12	1	12	1	\$2.0 million savings on hiring freeze. Review hiring in 2009-10 for additional savings.
Item #17 (7 Committee Members oppose recommendation) Go to 4/10 work week during summer for utility savings.	10	2	8	5	4/8 work week with mandatory 6 vacation days. Savings: \$120,000 in utilities, \$1.3 million vacation liability reduction.
Item #3 (3 Committee Members oppose recommendation) Freeze health benefits at \$12,500 for next two years. Additional cost will be added to employee contribution. Increase % of 1% to higher percentage.	9	4	10	2	Increase ½ of 1% employee health benefit contribution to 1.5%. Savings of \$1.0 million.
Item #8 (2 Committee Members oppose recommendation ) No salary increase to any group for 2009-2010 and 2010-2011.	9	5	9	4	No additional cost to District for two years.
Item #13 (No Committee Members oppose recommendation) Reduce Board and administrative travel.	9	7	6	Not in top five	\$250,000 savings with 50% reduction for all travel.
Item #6 (No Committee Members oppose recommendation) Review/re-evaluate all positions using District-wide task force.	8	8	4	Not in top five	No immediate savings to District.
Item #20 (No Committee Members oppose recommendation) Initiate a retirement incentive to lessen higher paid salaries.	7	10	5	Not in top five	\$5,000 for 1-year advance. \$10,000 for 2-year advance. (After 10 yrs service with district)
item #7 (10 Committee Members oppose recommendation) Reduce management expenses by 10% over the next two years.	5	Not in top ten	N/A	N/A	\$1.4 million with 10% reduction of managers.
Item #11 (No Committee Members oppose recommendation) Eliminate the Assistant Vice-Chancellor for Educational Services position.	5	Not in top ten	N/A	N/A	\$100,000 currently spent for temporary position
Item #16 (1 Committee Member opposes recommendation) Eliminate the PR programs (district-wide advertising) at the District and Colleges.	4	Not in top 10	N/A	N/A	\$300,000 savings to eliminate student campaigns, etc.
Item #18 (No Committee Members oppose recommendation) Eliminate GASB 45 contributions towards retiree health benefits.	3	Not in top 10	N/A	N/A	\$3.0 million current contribution. Reduce from 3% to 2%.

# Presented for Consideration

# COAST COMMUNITY COLLEGE DISTRICT DISTRICT BUDGET ADVISORY COMMITTEE MEETING. JUNE 2, 2009, 2:00-4:00, DISTRICT BOARD ROOM

JUNE 2. 70819	ZINLAMO I	プレスエアリー・マー		-	
Recommendations of 21 District Budget Committee Members For Cost Saving Measures. For Presentation to Board of Trustees on June 3, 2009 Item #2 (Not recommended by Committee Members)	Round One No. of Votes	Round One Ranking	Round Two No. of Votes	Round Two Ranking	Comments
per week with single assignment at one site only.	9	3	9	3	Savings will be to colleges towards the \$2.0 million budget reduction.
Item #10 (Not recommended by Committee Members) Freeze step and column increase for 2009-2010.	9	6	7	Not in top five	\$1.2 million in savings.
Item #12 (Not recommended by Committee Members) Eliminate the attorney at the Board table.	8	9	7	Not in top five	\$43,200 annual savings. (\$1,800 per meeting for 24 meetings.)
Item #21 (Not recommended by Committee Members) Close campuses down on Fridays to save on utility costs.	6	11	3	Not in top five	\$1:0 million savings on utilities, 20% reduction in salary of classified and management. Impacts employment
Item #4 (Not recommended by Committee Members) Add three LHE per year to full-time faculty for next two years and have eligible manager or eligible classified staff teach a class voluntarily.	4	Not in top ten	N/A	N/A	\$2.0 million savings
Item #15 (Not recommended by Committee Members)  Make a concerted effort to sell/lease all excess District property.  Item #5 (Not recommended by Committee Members)	4	Not in top 10	N/A.	N/A	\$1.0 - \$2.0 million ongoing revenue starting 2013-14
Reduce vacation days to a maximum of 12 days/year for all employees for next two years.	3	Not in top ten	N/A	N/A	Equal to 32 full-time positions to recapture \$2.2 million.
tem #9 (Not recommended by Committee Members) A one-day/month furlough day for all classified staff and managers 5% pay reduction)	3	Not in top ten	N/A	N/A	\$2.5 million savings.
tem #19 (Not recommended by Committee Members) Make use of accumulated GASB 45 contributions.	2	Not in top 10	N/A	N/A	Depends on how much is withdrawn.
tem #14 Not recommended by Committee Members) iliminate the District building and grounds program and have it overed by OCC	1	Not in top 10	N/A	N/A	No savings.

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# **Special Meeting**

# Board of Trustees Coast Community College District District Board Room 5:00 p.m. Special Meeting June 10, 2009

# **Minutes**

#### 1. Call to Order

Board President Jim Moreno called the meeting to order at 5:00 p.m.

#### 2. Pledge of Allegiance

Student Trustee Robert Lane led the Pledge of Allegiance to the United States of America.

#### 3. Roll Call

Trustees Present:

Jim Moreno, Jerry Patterson, Mary Hornbuckle, Walter Howald,

Dr. Lorraine Prinsky and Student Trustee Robert Lane

Trustees Absent:

None

#### 4. Opportunity for Public Comment (Items on the Agenda)

#### STUDY SESSION

### 5. Board of Trustees' Study Session: Coast Community College District Budget

Study Session matters are held for the purpose of providing and receiving information and discussion of issues related to the subject. No substantive votes shall be taken. Procedural votes may occur with respect to matters being referred to Staff for further analysis and reporting back to the Board of Trustees, or to establish additional Study Session dates.

5.01 State Budget Update and Chancellor's Report (30 Minutes)

5.02 Round Table Discussion with Constituency Groups (1 Hour)

5.03 Comments from the Board of Trustees

Mr. Moreno expressed appreciation to everyone for spending time and showing interest in working together to make suggestions to find solutions to the current budget crisis.

Mr. Patterson commented that in times like this, such budget meetings are essential. He stated that we would all feel pain as a result of the economy. He noted that we can't raise taxes if we wanted to, and can't decline students if we want to. Mr. Patterson stated, "We have to educate the students that come to us with fewer dollars. We are focused on eliminating \$20 million from our budget. This is a 10% cut this year. My fear goes beyond this year. I know we can do it this year. We are going to have two more rough economic years. The second and third years are harder to envision at this point. So to me, I am looking at any possibilities of taking out fat where there is fat, tightening belts where we can tighten belts at no cost or risk to students, and avoiding every which way we can that involve personnel. This is my personal goal and I feel that most of the Board feels the same way. The committee that our Chancellor has formed has already given us some good ideas and direction for the future, and we will hear a lot more about that this evening."

**Dr. Prinsky** commented that she had been following the discussions and reading emails while being out of the country. She indicated that she had been debriefed by Chancellor Currie on the budget. She commented that the students are the first priority and that cuts to classes should be a last resort. She noted that this situation is very painful. She expressed her pride in being part of this District, and seeing that every constituency organization is involved. She commented that the District can manage this year, and that this situation is a multi-year problem. She commented that we should look at this as an opportunity for some reorganization and consolidation that in the long run could make the District better and to keep the colleges the best that they can possibly be.

Mr. Moreno invited the Chancellor to provide an update to the Board.

**Dr. Currie** commented that after the last study session, she had received many heartfelt comments and encouragement in terms of people offering support and providing new ideas to help the budget. She indicated she would prepare a master list with a goal to get it out in the News Brief and to individuals and campuses where ideas could be studied. Dr. Currie thanked those who took time participating in finding solutions to the budget crisis.

**Dr. Currie** noted that she took notes of areas that Board members requested to hear more about, as indicated from the Budget Study Session Meeting of June 3, 2009. Dr. Currie provided the Board and audience members with the Coast Community College District Budget Planning report (see Appendix A, pages 11-17).

On the first page, (see Appendix A, page 11) are categories concerning the colleges and the District offices which includes reports on cost reductions. One is on the area of programs and services that probably hasn't been looked at in the past. She suggested that campuses should go through a process to arrive at how they are going to implement various cost cutting measures. She commented that everyone is in consensus to keep the cuts as far away from students as possible. She indicated she would not dictate to the campuses – they would go through their own processes and dialogue. Dr. Currie stated, "At the end of this, however, when we at the District level keep the cuts away, we have to live true to what we commit to." She stated she would ask the campuses to make a report on where they actually make the cuts and requested the campuses keep in mind the following questions when making cuts, "Is it far away from students? Is it with minimal impact to students?" She stated she wanted to see this for accountability purposes.

**Dr. Currie** commented on enrollment management strategies, confirming that the District does not want to cut classes. She stated she had asked the college Presidents to reduce class offerings, and indicated that she did not want to go through a steep cut as we did in 2002. Dr. Currie said she would be asking for a report in terms of what the class offering is for the fall. She commented that the colleges are going to be calling on managers, classified staff, and everyone in the District to go all the way out for our students. She indicated that she could not cut classes without having looked elsewhere first. She noted that library and counseling services are equally important as the classroom instruction.

**Dr. Currie** commented on the hiring slowdown option (see Appendix A, pages 12 and 13). The pages summarized the vacant positions. The total dollars amount to \$3.9 million for 67 open positions. She directed the campus and district offices to hold hiring until the Board makes a decision. If the Board approved the proposal on June 17, the District would take immediate action. Dr. Currie noted that campuses are being asked to look at temporary placement or reorganization. Dr. Currie commented, for example, that the Vice President of Student Services position at Golden West College is vacant and would not be filled. Dr. Currie noted that Orange Coast and the District Office were also looking at positions to be frozen as part of the slowdown/freeze and the Trustees would receive a report on this.

Concerning business practices, Dr. Currie indicated that while maybe this year, a good chunk of the District cost saving may be done easily by hiring freezes, using reserves, etc, that does not mean that the District would not be forced to re-examine the business practices and costs that are associated with them. She noted that this is the time to make adjustments and cut out the waste. Dr. Currie commented on the use of glasses and pitchers in lieu of bottled water and issues of sustainability. She indicated that the District was trying to be more green across the District. She noted that there would be reductions in purchase, travel and equipment. She commented that the District must focus on revenue generation and would be asking the campuses to look at activities and programs they have in place and see if they have activities that could be added that would generate additional revenues. She also stated she wanted to have more fundraising activities. Dr. Currie stated, "Often times, campuses on ancillary operations generate revenues. This is the time to go to those ancillary operations to look at their business practices, and the income that they are generating. In times like this, where the college cannot subsidize any ancillary operation that is in the red, they must climb out of it. And, in the master planning, do not do this exercise as a onetime short term crisis mode exercise but as a long term plan so that our budget can follow our plans. I am going to ask the campuses when we start this fall; to initiate Master Planning processes, concerning a 2020 Plan. We must not forget that we have to do the planning now. This is what I am recommending - to do a 10 year master plan."

**Dr. Currie** thanked John Breihan for bringing up the Coast Student Centered initiative. Mr. Breihan suggested that classes could be aligned from one class to another. She advised that Mr. Howald's objective of common course numbering was being pursued in this initiative.

**Dr. Currie** provided Trustees with an overview of travel charges used at the District and noted that there had been a reduction in travel. The Board had made it clear and everyone had heard this message. Dr. Currie provided Trustees with a summary of travel charges for contractual obligations, noting that those charges amount to \$295,000 – related to professional development for all staff in the District. Dr. Currie noted that there had not been a huge amount of money being spent above what the District had spent contractually.

**Dr. Currie** described salary increases on page 5 (see Appendix A, page 15). She confirmed that the state has no COLA for FY 2008-09, with no allocation for FY 2009-10.

On Page 6 (see Appendix A, page 16), Dr. Currie provided a historical perspective of retiree health benefit costs. She discussed the increases in retirees and the commensurate cost increases for retiree benefits, as a portion of our total District retirement budget. The District now pays \$8,000,000 per year for retirement benefits. As more retire and people live longer, the total will increase. Dr. Currie noted that there is long term increased cost for retiree benefits. On Page 7 (see Appendix A, page 17), Dr. Currie provided details on what had been done to contribute to GASB 45 issues. In 2004, the District began to work to reduce its retiree benefit liability. She noted that the liability would be fully funded by 2022/23 and then, an annual contribution would no longer be required. So far, \$31 million has been contributed. The District is \$48 million away from reaching the goal of \$80 million. The current contribution this year is based on the actuarial report. The last report indicated that the District needs to pay \$2.976 million which represents 3% of the contracted salary. The District needs to contribute \$8 million per year just to meet the current retirees' obligations.

Mr. Patterson asked about the \$8 million annual contribution. Dr. Currie clarified that the figure is what the benefits for retirees cost the District. Mr. Brahmbhatt noted that all employees and retirees are in a blended plan that amounts to \$12,500 per employee. Mr. Brahmbhatt noted that the District is spending \$12,500 for 692 retirees. Actual cost for the retirees and active employees are all lumped together. Actual cost could be completely different if you set out all of the retirees. Mr. Patterson asked if the number was derived not by actual expenditure but instead by a budget plan. Mr. Patterson asked for more information on the GASB 45 contributions. Mr. Brahmbhatt brings this report back to the Board on every even year. He commented that KOCE cost savings, and land development fees were being used to contribute to this plan. For 2009/10, the only dollars going into this pool of money will be from employee contributions, as other revenues are being used to balance the budget. Mr. Brahmbhatt noted that the largest single cost in the budget was health care benefits. Mr. Brahmbhatt noted that the escalation in retirement benefit costs would continue in the years to come. Dollars will be taken from operational dollars on a greater scale.

**Mr. Patterson** confirmed the contribution for the GASB participation. Mr. Patterson would like to see if GASB options could be looked at to reach the contribution objective, but perhaps later. He commented that the District should not dip into the Joint Powers Authority Fund, but he would like to see a suspension, so that the District still participates, but that it cannot be done in the short years. Dr. Currie indicated that the number of retirees would increase with retirees living longer. Mr. Patterson noted that the District should have looked at demographic trends when the original plan was included.

Trustees discussed retirement benefits. Mr. Brahmbhatt confirmed that the District pays \$4,000 for retirees after the age of 70. The retiree pays the rest. Mr. Brahmbhatt commented at age 65, Medicare becomes the primary provider, with the District being the secondary provider. Mr. Howald commented regarding the misunderstanding of GASB. He noted that the issue was related to pension plans for private enterprises. Ms. Hornbuckle commented that the auditors would comment as to whether or not the District has funded GASB 45.

Mr. Moreno asked if there was anything to report on the State budget. Mr. Brahmbhatt noted that there were two components at the state level. He indicated that as of this morning, no final decision had been made. The deadline would be set for June 30, 2009 for the budget. Mr. Brahmbhatt noted

that the deadline would probably be pushed back. With respect to K-12, there was flexibility language for categorical programs. Mr. Brahmbhatt noted that the District also needs flexibility to implement categorical programs and that there could be fee increases for tuition. Mr. Brahmbhatt confirmed that all fee increases would be used to backfill the categorical programs. Also, the new budget does not have any growth dollars. At the same time, Mr. Brahmbhatt noted that there have been conversations for apportionment for each college district. The state is also looking at FTES reductions across the board and whatever the number that will be finalized; the District has to balance that out downwards. That is the only way that the District has flexibility. Each student is 1/10<sup>th</sup> of a FTES. If we have 1,000 less FTES then that means there are 10,000 less students in the District. There are already 1,200 unfunded FTES, and if the workload measures are sent downward, there will be impacts.

**Mr. Patterson** asked about FTES, and the state's role. Mr. Brahmbhatt clarified that FTES and growth are related and the state could make negative growth, by reducing FTES and overall workload. If the state reduced the FTES, fees increase, and on top of that, there would be additional budget cuts, according to Mr. Brahmbhatt. Mr. Howald asked if the fee increases would be accounted separately, and would be totally backfilled to support reduced classes. Mr. Brahmbhatt said that the issue was still being worked out.

Mr. Moreno began the roundtable discussions.

**Dean Mancina** of CFE wanted to share that he had put together a six page letter to summarize the state's budget situation and how it affects the Coast Community College District. It was mailed to all unit members of the CFE.

**Mr. Mancina** wanted to express concern about the \$2,000,000 proposed cut from the colleges. He indicated that Dr. Currie provided good clarification on how the cuts are taking place. He noted that cuts in the non-classified hourly staff can affect programs and faculty because the faculty members rely on these staff members and that they are now at the bare minimum. Mr. Mancina indicated that a further reduction in the GASB 45 contributions could be tapped.

Mr. Mancina indicated it would be helpful showing the increase or status of where the employee contribution amounts total up over the last 15 years. He also noted that there had been talk about accreditation and GASB 45 – there was specific mention of LACCD being cited for their failure to have an active GASB 45. He discussed this issue with Mr. Carl Frielander who clarified that the question was merely raised by the Accreditation Committee, it was answered by the District, and that there was no concern that accreditation would be lost. Mr. Mancina indicated that a delay in a contribution to GASB 45 would not touch students and could be made up in more robust years and through the suggestion when the actuarial study is done to have lengthier times to achieve the District's goals. Mr. Mancina suggested that other organizations could perform the actuarial studies to make sure that there is a clear picture. On April 22, Mr. Mancina had asked for a comparison of the amount other districts contribute to GASB. Mr. Mancina noted that Coast is in a much better situation than other districts. Mr. Mancina commented that the hiring slowdown should proceed in a timely manner. He noted that about \$2 million will come from that slowdown. He asked what the pros and cons were for waiting until July 15. Mr. Moreno asked if the Chancellor could evaluate a timeline and see if the District could move in a similar timeline.

Mr. Patterson indicated that he concurred with a longer time frame, but that there could be steps in the direction of formulating a budget, as opposed to passing a budget. Dr. Currie noted that if the District starts taking action in this direction, it would not only be for 09/10, but also 10/11 so that the District would be in a healthier position.

Ms. Nicholson of CFCE commented that many classified staff had contacted her and suggested innovative ways in looking at cuts. Ms. Nicholson received a few concerns about the 4/8 plan and cuts to the hourly staff, and how those cuts would affect student services, especially in the admissions processes and paperwork that would affect the students. She stated that the proposed cuts would set the entire process back and would have a big impact on students. Another concern that had been expressed was to see that cuts are done equitably and across the board to all constituents. Ms. Nicholson also encouraged the Board to look at cost saving measures in non-personnel sections. Ms. Nicholson commented on the large volume of rumors going around among staff, and indicated additional and accurate information would be out to others soon.

**Dr. Prinsky** commented on Ms. Nicholson's statements about the importance of reducing infighting, and that the District needs to stay ahead of the cuts. Dr. Prinsky commented on the GASB issue, concerning a delay. Dr. Prinsky would like to see what other Districts are doing in terms of contributions to GASB 45.

Mr. Brahmbhatt confirmed that the Board must adopt a tentative budget on June 17. He indicated that the state already had an approved budget for the District. Ms. Hornbuckle commented that city governments must have a budget by June 30, and that the District should adopt a budget. If it is a tentative budget, it can be changed as necessary.

**Dr. Mandelkern** commented that managers also feel the impact of the budget. He stated that cuts should be fair, equitable and across the board, without any one group being singled out and that includes management positions being reviewed as part of the slowdowns.

Mr. Kris Cutting of the Associated Students of Orange Coast College discussed the possibility of cutting classes. He asked the Board to thoroughly examine the class situations before they start to cut. Mr. Cutting also stated that cuts to programs such as EOPS and other special services should be avoided as they help students get through the system. Mr. Cutting discussed the issue of sustainability and emphasized the importance of taking the time to look at the entire picture.

**Dr. Currie** commented in response to Mr. Cutting's remarks. She was aware that Cal State Fullerton cut back on utilities, landscaping, etc, and that these issues could be looked at, as the totals add up and could have a major impact. Dr. Currie concurred with Mr. Cutting and indicated that a District-wide review was under way to look at utility bills. At the District office, usage of lights, water, etc, were currently being reviewed.

**Dr. Restelli** commended the Board for its leadership. Throughout this, Dr. Restelli noted that there would be promise and there could be new ideas and opportunities that would be beneficial as cost saving measures for the future. She stated, "All in all, the District would like to restore themselves when there are better times. If they continue to document what has been done and the actions that are being taken, the District will be stronger in the long run." She mentioned the importance of suggestion boxes for cost saving items and that the District should implement them.

**Ms. Holliday** of the Coastline Community College Academic Senate asked the Board to consider other cuts before making any to student services. She noted that there are a variety of services that are important to students such as tutoring and student success centers and that those services offer some experiences at college that provide students with the extra thing that they need to get them to the job that they want. Ms. Holliday noted that the Coastline Community College student representatives were attending class and were unable to attend tonight's meeting.

**Dr. Arismendi-Pardi** indicated that he had comments and would forward them to the Board. He also discussed Dr. Jack Scott's Memorandum to the colleges. Dr. Scott emphasized that tough times are ahead: he commented that this is a forecast, and that solutions have to be equitable: Dr. Scott emphasized three things as a guideline if he were to solve this problem, to optimize the best approaches. Dr. Arismendi-Pardi emphasized the issue of not replacing staff for retirements and resignations, and also to reduce administrative costs by having fewer administrators oversee larger areas.

**Mr. Moreno** stated that in bad years, the District works through the process just to survive. He stated, "With what we are learning through this process, we will develop skills, learn efficiencies, and we will be able to supersede and end up with a real good product."

Mr. Patterson commented that the Board had learned a great deal in the last two weeks. He noted that good progress had been made, but wanted to emphasize the issue of being equitable and fair, and no infighting, will help go a long way. Mr. Patterson would like the priority to be in non-personnel cuts, and asked that this be pursued. He commented that the hiring slowdown should happen sooner rather than later, and could save \$2,000,000 – and he asked whether or not it was being brought before the Board. He also indicated he would like to see some deep cuts to the travel budget.

**Mr. Patterson** asked about the different numbers pertaining to vacant positions listed on page 3 (see Appendix A, page 13) as 67, however the current non-filled position seemed to be 41. Dr. Currie clarified that the 41 positions were part of the 67 total. Dr. Currie noted that some recruitment may be stopped mid-process as part of the slowdown. Mr. Patterson asked Dr. Currie what the Board would be seeing a week from the June 10 meeting. Dr. Currie noted that a tentative budget would be fully prepared. Dr. Currie noted that the tentative budget would help the District move forward to 2010/2011. Mr. Brahmbhatt noted that there would be significant changes in the final budget.

**Mr. Patterson** asked about GASB. Mr. Brahmbhatt indicated that the current contribution would be proposed.

**Dr. Currie** noted that she intended to present a tentative budget of what is being recommended to the Board and that the Trustees would be able to consult and make changes.

Ms. Hornbuckle commented that a tentative budget is just that, -"tentative". The Board adopts a proposed plan, but it is tentative, because the Board does not know what the state is going to do. Ms. Hornbuckle felt that the Board should move ahead in adopting a tentative budget and that the Board could make changes to what the Administration proposes at a later time. Regarding GASB 45 Ms. Hornbuckle stated that the District had been responsible toward putting money to this responsibility. She wanted to pat us all on the back for that as it is an important liability for the

District. It is the District's responsibility to the employees that we pay for those post-employment benefits. However, she said that she recognized in tough times you are able to cut back in places where you ordinarily would not, and she would support a reduction to the contribution – but that the District should stick with its plan. She noted that the District could revise the plan but that it should be based on a plan, not based on the fact the District is going through a bad budget year. She supports cutting the contribution now, but she does not see that as a permanent cut, but one only for bad times.

**Mr. Howald** commented that he agreed with the idea of a suggestion box. He emphasized that the District would be interested in new revenue opportunities. Mr. Howald also noted that he would like to see more community members involved in the process and would like the Board to take steps to involve them.

Mr. Howald commented that overall travel expenditures have been reduced and that it is kudos for good management and self-discipline to those who have cut back on travel. In addition, he emphasized that a budget needed to be adopted – and that a budget can be changed. He expressed a reduction in the GASB contribution, and commented that the Chancellor would come up with the remaining \$1.5 million to make up reductions in general funds. He commends the good work and looked forward to an adopted budget.

**Dr. Prinsky** commented that everyone recognized that we have to cut back, and that there would be sacrifices with everyone doing more with less. Dr. Currie emphasized that the District has to have a plan with a philosophy attached to it, with cuts that are equal and fair, so that the District could carry itself through this year and subsequent years.

Mr. Lane thanked Dr. Currie for her words for not wanting to cut classes. Mr. Lane commented that students have worked to have sustainability. Mr. Lane supported additional ideas of metering buildings to improve the electricity performance.

Ms. Tamar Goldman addressed the Board regarding the high utility costs incurred for air cooling systems throughout the District. She suggested that each campus and the District offices adjust their settings in effort to reduce the cost. Ms. Goldman pointed out to the Board how cool it was in the Board Room and how many of the attendees had jackets and sweaters on. She noted that even adjusting the thermostat a few degrees could save the District thousands of dollars per year.

**Mr. Moreno** thanked everyone for their input and the hard work put forth in the budget planning process during these tough times.

#### **END STUDY SESSION**

6.	. Adjournment – In memory of Noah Krom and Father Emory Tang of St. Simon an	id Jude
	Parish in Huntington Beach.	

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

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Howald and Mr.

Patterson

No:

None

Absent:

None

The meeting was adjourned at 7:19 p.m.

Secretary of the Board of Trustees

Special Meeting Minutes 6-10-09 - pg. 10

#### **Appendix**

Page

Appendix A – Acting Chancellor, Dr. Currie and Vice Chancellor, Administrative Services, C.M. Brahmbhatt – Coast Community College District Budget Planning..... 11-17

#### Appendix A

# Coast Community College District Budget Planning

Board Study Session – June 10, 2009 College/District Office Approaches and Reports on Cost Reductions

#### Programs and Services

- A Process for Decisions on Cuts
- Class offerings projections, productivity, and impact

#### Hiring Slow Down/Freeze

- Process and decisions on positions being moved forward, slowed down or frozen.
- Management positions for temporary and/or long-term reorganization/replacements
- Six and twelve month plans for 09/10
- $\infty$  One and two year staffing plans for 09/10 10/11

#### **Business Practice**

- & Reduction in purchases, travel, equipment, etc.

#### Revenue Generation

- & Activities and plans to increase revenues
- & Fund raising/Foundation activities
- Ancillary operations

#### Master Planning

- ≤ Initiate District/College Master Plan for 2010-2020

#### STATUS OF DISTRICT POSITIONS NOT FILLED AS OF 5/21/09

GWC	
Position	<u>Status</u>
1 Secretary Sr.	Level 1 complete
2 Registered Nurse	Level 1 complete
3 Systems Analyst Specialist	Level 2 complete
4 Nursing Innovation Grant Technician	Level 2 complete
5 Systems Network Analyst 2	Posted
6 Cosmetology Dispesary Technician	Posted
7 Cosmetology	Position Closed
8 Chemistry	Screening 1st batch
9 Computer Science	Posted
10 Counselor	Posted
11 English	Posted
12 Math	Posted
13 Vice President of Student Services	Routing

#### OCC

<u>Position</u>	<u>Status</u>
1 Instructor, Mass Communication	Interviewing
2 Instructor, Geography	Interviewing
3 Dean, Math & Science	Interviewing
4 Dean, Business, Computing, & Career Services	Interviewing
5 Instructor, Philosophy & Religious Studies	Interviewing
6 Instructor, Digital Fabrication	Posted
7 Instructor, Dietetic Technology (Program Coordinator)	Posted
8 President of Orange Coast College	Routing
9 Instructor Physical Educ/Crew	Interviewing
10 Research Analyst, Senior	Interviewing
11 Instructional Associate (Fitness/Exercise Programs)	Interviewing
12 Food Service Worker III	Screening Level 2
13 Admissions & Records Technician II	Waiting Screening 1
14 Registered Nurse, Lead	Posted
15 Instructional Associate - Success Center	Posted
16 Instructional Associate - Success Center (Reading/Writin	Posted
17 Accounting/Fiscal Specialist	Routing

#### CCC

Complete
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Level 2
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#### DIST Position

Position	<u>Status</u>
1 Custodian	Routing
2 Senior Director, Facilities, Planning & Construction	Offer Declined
3 CTE Community Collaborative Grant Coordinator	Posted
4 (Associate) Vice Chancellor (Educational Services)	Hold

6/10/2009

# **CCCD Vacant Positions**

OCC	1,667,590
GWC	1,466,565
CCC	278,623
DIST	395,812
DW	163,079
	3,971,669

Instructors	27
Deans	3
Managers	4
Classified	33
	67

#### TRAVEL ANALYSIS

		2007	<u>/08</u>	2008	3/09
		Adj Budget	Actual	Adj Budget	Actual
Total District Unrestricted General Fun	d	\$214,360,192	\$195,209,958	\$217,108,773	\$166,248,186
District Unrestricted General Fund Trav	vel	\$618,873	\$389,696	\$585,910·	\$334,788
Travel Percent of Total		0.29%	0.20%	0.27%	0.20%
Contractual Obligations Budget for Pro Full-Time Faculty Part-Time Faculty Classified Confidential CDMA	fessional Deve	110,500 22,000 108,923 4,000 50,000 \$295,423			
		25,000 Amt Board	Amount of		
•	# Requests	Approved	Expenditure	Percent	
Travel Requests for March 2008	32	\$23,913	\$18,829	78.74%	
Travel Requests for September 2008	25	\$11,908	\$9,641	80,96%	

#### SALARY INCREASES

	2008/09	2009/10
Original State COLA Prior Year Growth funds	0.68%	0.00%
The real Glowth funds	1.46%	1.10%
Salary Increase Calculation		
Full Time Faculty		
COLA rounded up	1,00%	0.00%
1/2 Prior year growth	0.73%	0.55%
Additional increase provided	<u>1.00%</u>	0.75%
	2.73%	1.30%
All Other Employee Groups		
COLA rounded up	1:00%	0.00%
1/2 Prior year growth	0.73%	0.55%
Additional increase provided	0.38%	0.38%
	2.11%	0.93%
State Reduced COLA to 0%	0.00%	
	0.00%	
Cost of 1% Salary Increase from COLA (Since no funds were provided by the state, these costs came from reserves for 08/09)	\$ <b>1,200,000</b>	
Estimated Cost for Salary Increase		\$ 1,300,000

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# Historical Perspective on Retirees Health Benefit Costs

	<u>1993/1994</u>		<u>1998/1999</u>		2003/2004		2008/2009	
Retirees Active Employees Total	403 1,475 1,878	21% 79%	455 1,464 1,919	24% 76%	59 <u>8</u> 1,467 2,065	29% 71%	692 1,498 2,190	32% 68%
-Pay As You Go	2,499,497		3,192,735		7,176,000		8,650,000	
Total Budget	132,768,970		152,425,215		179,550,310		217,066,999	
% of Budget	1.88%		2.09%		4.00%		3.98%	

#### **GASB 45 Other Post Employment Benefits**

Current Accrued Liability as of May 1, 2008	\$80,045,719 *
Total Funds Set Aside for Liability	\$31,463,555

Shortfall \$48.582.164

#### **Current Contribution**

Required Active Employee Contribution \$2,976,741
3.0% Contract Salary 2008/2009 \$3,000,000
Current Pay As You Go \$8,650,000

\* Liability will be fully funded by 2022/23 if the District continues to fund the plan as approved by the Board.
According to the plan, the District does an actuarial study every 2 years, and the plan is revised for approval by the Board.

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# 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 <sup>nd</sup> Lorraine Prinsky	Interim Chancellor	Provide a follow-up report to the Board regarding concerns on management hiring timelines and policy on hiring Managers and interim managers.	Pending	Р
2	05/06/09	Walt Howald	Interim 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 <sup>nd</sup> Jim Moreno	Interim 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 <sup>nd</sup> Walt Howald	Interim 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 <sup>nd</sup> Mary Hornbuckle	Interim 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 <sup>nd</sup> Walt Howald	Interim Chancellor	Revisit Participatory Governance Policies and Procedures	September 16, 2009	P
7	7/16/08	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Interim 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 <sup>nd</sup> Walt Howald	Interim Chancellor	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	September 16, 2009	, ,
				responsibilities in relation to the Academic Senate		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 <sup>nd</sup> Mary Hornbuckle	Interim 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		Interim 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 <sup>nd</sup> Mary Hornbuckle	Interim 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	Board	Interim 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	Board	Interim 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 will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	P

## Neo Networking, Inc. Maintenance and Support

#### SERVICE LEVEL AGREEMENT

by and between

Neo Networking, Inc., a California corporation (hereinafter referred to as "Neo Networking") and

Coastline Community College (hereinafter referred to as "Client").

Date: 6/10/2009

S.O. #: CL20071108

#### A. <u>CLIENT LOCATION(S)</u>:

11460 Warner Avenue

Street

Fountain Valley, CA 92708

City, State Zip Code

#### B. <u>SCOPE OF THE AGREEMENT</u>

1.0 Scope of Services. Under this service agreement ("Agreement"), Neo Networking will provide diagnostic, remedial and maintenance services and/or support, hotline services including but not limited to troubleshooting, testing, configuring and re-installing of defective Microsoft Back-and Front-Office applications and operating systems, to keep the Client's computer network and computer systems (listed in Exhibit "A" to this Agreement) operating (excluding hardware repair). Such services, which may also include periodic, on-site or remote operations to perform various housekeeping and system maintenance tasks, are hereinafter referred to as "Support Services". Specific Support Services provided by Neo Networking to Client are determined according to the service plans defined in Section C (and collectively referred to herein as "Service Plans") and selected by Client immediately below.

#### E. **SERVICE DEFINITIONS**

- 1.0 "After Hours" shall mean all hours outside Business Hours, including national holidays.
- 2.0 "Agents" shall mean software programs installed on all monitored systems to provide proactive monitoring information. A select combination of monitoring features list below will be utilized based on client infrastructure:
  - PC Inventory / Computer Audit
  - PC Remote Control / Remote Support b.
  - Patch Management C.
  - d. Network Monitoring / Alerts
  - Windows Event Monitoring / Alerts
  - Software Deployment / Update f.
  - Help Desk / Trouble Ticketing g.
  - Network Policy Enforcement h.
  - Integrated Reports i.
  - Maximum Security
- 3.0 "Business Hours" shall mean 8 a.m. to 5 p.m. Monday through Friday, excluding national holidays.
- "Emergency" shall mean a node failure, software corruption or virus infection that negatively and severely impacts 4.0 business operations or will cause such impact within 48 hours if not remedied. Disruption of a rarely used service is not considered an emergency, unless the need for its use is unpredictable, and severely impacts business operations when needed. For example, complete backup failure is considered an emergency, because of the potential exposure, but failure of a few files to be backed-up is not; non-operation of a single desktop would not be considered an emergency, unless the critical nature of its function cannot be reproduced on another desktop PC.
- "Emergency Support Response Plan" shall mean the Service Plan through which Neo Networking responds to Emergencies on an expedited basis. Neo Networking's response time (applicable to either on-site or remote work) shall be within two hours of call by Client. When an Emergency is detected through remote monitoring, Neo Networking will promptly notify Client. The Emergency Support Plan is available on a 7 days a week/12 hours a day or a 5 days a week/8 hours a day basis
- "Network Overview and Setup Plan" shall mean the service designed to set up remote monitoring and install Agents (owned and maintained by Neo Networking, Inc.) on Client's network. This plan requires that all monitored Nodes be accessible. through the network. Accessibility of all Nodes may require network reconfiguration and will be performed at a fixed fee to be determined. Operating systems supported under this plan includes:

Servers: Windows NT, Windows Server 2000 &2003 Desktops: Windows 95, 98, NT, 2000, XP

- "Nodes" shall mean IT infrastructure equipment such as servers, workstations, switches, routers and firewalls. 7.0
- 8.0 "Pre-Scheduled Maintenance Service Plan" shall mean the Service Plan through which Neo Networking provides Client with specified hours per month of on site and remote maintenance and network administration. Maintenance shall be provided in four-hour increments and will be pre-scheduled on a repeating basis on days to be mutually agreed upon. Every effort will be made to keep pre-scheduled appointments. Scheduling conflicts may arise which may require engineer to leave early or reschedule to next available day. Services under this plan may include the following:
  - a. Install all operating system and major Microsoft application Patches, as appropriate
  - Install anti-virus signature file updates. b.
  - Optimize Network. C.
  - Review error logs and handling of network complaints filed by e-mail or phone. d.
  - Check and correct the standard backup log files, ensuring all systems are being effectively backed up (to thus e. enable a partial or complete restoration in the event of an error or system problem).
  - Check the servers' system event logs (application, security and system) for any abnormal events, follow-up f. and resolve such abnormalities.
  - Check disk space usage and system performance monitoring to ensure current capacity thresholds are not g. being exceeded and analyze and report back to the Client for capacity planning purposes (items to be measured and analyzed include: CPU, Memory, hard disc drive/storage, Internet bandwidth, pool/page/swap files, input/output operations).
  - Ensure all software patches, upgrades and data files (e.g., virus pattern files, etc.) required and h. recommended by the manufacturer are fully tested and implemented.
  - Ensure all automated processes are functioning correctly (e.g., database de-fragment, Microsoft Exchange i. de-fragment, anti-virus automatic downloads, user login files etc.).
  - Ensure all users are set up correctly with their own username, passwords and properties
  - Investigate and resolve any non-urgent requests that are outstanding since the last visit/call.
  - I. Check that desktops and laptops are de-fragmented, fully up-to-date with the latest anti-virus pattern/signature files and all local hard drives are "scan disked" for errors (fixed if any appear).
  - Audit all user files (server, desktop and laptop) to ensure that the pre-defined file storage rules are being m. adhered to (i.e., user files are stored on the network and in the instance of laptops copies kept locally (i.e., all user data is secured from unauthorized access and data loss).

- 9.0 "Remote Monitoring Service Plan" shall mean the Service Plan through which Neo Networking remotely monitors Client's network on a 24 hours a day, 7 days a week basis. Neo Networking will notify Client via e-mail of anomalies (using a threshold to be determined by both parties). Neo Networking shall also provide monthly reports and semi-annual recommendations. When Remote Monitoring identifies a problem that results in an automated notification, such notification will be reviewed and corrective action will be taken under the relevant Service Plan selected by Client.
- **10.0** "Standard Service" shall mean service provided by Neo Networking provides to Client that is not included in a Service Plan selected by the Client.

#### F. BILLING AND PAYMENT

- 1.0 <u>Variable Rates</u>. Compensation rates are established by the Service Plan to which Client agrees and/or the nature and extent of the services provided. For all hours devoted by Neo Networking in the performance of services stipulated herein, the Client shall pay at the rates set forth in this Agreement based on time reports prepared by Neo Networking. All applicable Federal, State, or local taxes will be added to the charges provided herein.
- **2.0** Advance Billing. In consideration of discounted services and consulting rates, as described above, Neo Networking will invoice recurring Service Plan fees in advance, which Client will pay within 30 days of receipt. However, upon termination, Client will receive a prompt pro-rata refund of all fees paid in advance.
- 3.0 Past Due Invoices; Late Fees. Neo Networking personnel performing services under the terms of this contract must be timely paid; hence Neo Networking will insist on payment of all invoices within 30 business days from receipt. A service charge of 10% per month (or the maximum rate permitted by applicable law, if lower) will be assessed against past due invoices. In the event that payments are overdue by more that sixty days then Neo Networking may discontinue service under this Agreement until all overdue payments, including late fees, are remitted. Notwithstanding the foregoing, the remedies provided herein shall not be utilized by Neo Networking if invoices are past due as a result of a bona fide dispute between the parties about which Neo Networking has received prior notice.

#### G. RESPONSIBILITIES OF NEO NETWORKING

- 1.0 Services. Neo Networking will provide Client with selected Support Services.
- 2.0 Response Times: Service Delays. Except for delays beyond the control of, and without the fault of negligence of Neo Networking, Neo Networking will respond to the Client's service calls within the time frames set out elsewhere in this Agreement (e.g., Section E, paragraph 5.0 above) or as otherwise agreed to by both Neo Networking and Client.
- 3.0 <u>Designated Contact.</u> Neo Networking will provide the Client with a designated point-of-contact to enable Neo Networking to promptly receive notification from the Client when service is required.
- 4.0 <u>Hardware Failure</u>. Neo Networking will investigate the cause of problems, errors or queries logged by the Client's staff or via Remote Monitoring, ensuring that the Client has all the relevant details in the case of hardware failures to allow a logging of a hardware fault call with the relevant hardware support company. Duties also may involve acting as a liaison directly with the hardware support company to ensure the problem is clearly understood and resolved as soon as practically possible. Rates charged by Neo Networking for hardware trouble-shooting will depend on Client's selected Service Plan. Neo Networking will not be responsible for the costs of any hardware repairs and/or replacements.
- **5.0** Escalation. Escalation process is available to Emergency Service Plan subscribers only. In the event of a call being logged and not timely resolved (evaluated in consideration of the nature and extent of the problem), the problem will be referred to more senior staff within Neo Networking to resolve.
- **6.0** <u>Exclusions.</u> The following are outside the scope of this Agreement and will not be the responsibility of Neo Networking:
  - The repair of any hardware.
  - b. The repair of any damage of failure to equipment/system arising from unauthorized relocation or modification.
  - The attachment of any device not specifically designed to function with the equipment/system.
  - d. The use of the equipment/system in a manner other than it was designed for, or for services rendered impractical as a result of the attachment of any additional devices.
  - e. Reconditioning or preventative maintenance identified in manufacturer's specifications.
  - f. The replacement and costs associated therein of supplies required for the operation of the equipment/system including but not limited to user removable print heads, laser cartridges and fusers, ribbons, tapes, diskettes, batteries, etc., or for services required as a result of the use inferior or defective supplies.
  - g. Restoring damaged or malfunctioning equipment/system to its original operating condition prior to acceptance of the network for support by Neo Networking under this or any other agreement.

#### H. RESPONSIBILITIES OF CLIENT

- 1.0 <u>Designated Contact.</u> Client must designate a contact(s), who has financial commitment authority, to report network problems or service issues to Neo Networking, or to schedule work.
- 2.0 <u>Notification</u>. The Client will notify Neo Networking's contact immediately upon equipment/system/system failure, unless Neo Networking notifies the Client as a result of a failure detected by Remote Monitoring.
- 3.0 <u>Hardware Repairs</u>. Client will pay the cost of all parts and/or products necessary to remedy problems on the network other than those covered by manufacturer warranty or other service agreement. Client must pay a Neo Networking engineer who responds to diagnose a possible hardware failure or to coordinate hardware repair at the time such services are rendered, whether or not there has been a hardware failure covered by a hardware warranty or service agreement.
- 4.0 Access: Workspace. Client will provide Neo Networking personnel with access to required system facilities to perform the agreed-upon work on a "no cost to Neo Networking" basis. Client will make knowledgeable employees available to Neo Networking and will cooperate with Neo Networking in its rendition of service hereunder. Unless specifically stated in this Agreement, Client shall also provide personnel with work space, desks, parking, and incidentals supplied at Client's facilities. The Client will provide prompt and free access to the equipment/system requiring service in order to allow Neo Networking to provide prompt service.
- 5.0 <u>Client Representative</u>. If a Client representative is not present while a Neo Networking engineer is on-site, Neo Networking shall have no responsibility for any damage or theft, direct or indirect, which occurs during such on-site visit.
- **6.0** <u>Unauthorized Repair.</u> Any attempt by Client to repair or reconfigure any equipment/system while such equipment/system is under the purview of this Agreement must be reported to Neo Networking.
- 7.0 Relocations. The Client agrees to notify Neo Networking prior to the removal or relocation of any equipment/system covered by Agreement if it impacts remote monitoring or possible access during an Emergency.
- 8.0 <u>Data</u>. Client is responsible for the integrity and content of Client's data.
- 9.0 Backup. Client shall regularly backup files on its file server(s) and user workstations (Neo Networking having verified the processes) at sufficient frequency to minimize loss in case of hardware or software fallures.
- 10.0. Software, Client shall maintain legitimate working copies of all software pertaining to the networked environment.
- 11.0 Software Upgrades. Client shall cover the cost of all necessary software upgrades which are not otherwise provided free of charge by the manufacturer.

#### I. STANDARD TERMS AND CONDITIONS

- 1.0 <u>Employee Relationship</u>. It is expressly understood and agreed that the personnel furnished by Neo Networking to perform the services stipulated under this Agreement shall remain Neo Networking's employees or agents, and under no circumstances are such personnel to be considered the Client's employees or agents.
- 2.0 <u>Work; Effort; Assignments; Estimates.</u> It is Client's obligation to determine and to advise Neo Networking of specific project requirements. Neo Networking will use its best efforts to assist Client in meeting Client's requirements and time schedule. Neo Networking makes no estimate of cost or completion date other than as set forth herein or in a separate writing. Client understands that any such estimate does not bind Neo Networking and is provided only as a good-faith approximation base on information furnished to Neo Networking by Client. Neo Networking will update its estimates on Client's request.
- 3.0 <u>Modification.</u> This Agreement may be amended or modified only by an instrument in writing executed by both Neo Networking and Client.
- 4.0 Non-Assignment. Client may not assign this Agreement without Neo Networking's prior written consent.
- 5.0 <u>Force Majeure</u>. Neo Networking will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond Neo Networking's control. Such delays include but are not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, manufactures shortages of materials, electrical failures, earthquakes, acts of public enemies, riots, embargoes, laws, blockages, restrictions, regulations, or order of government or any of its agencies.
- **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any litigation must be brought within the County of Orange, CA.

- 7.0 <u>Confidential Information</u>. Each party may receive Confidential Information from the other. "Confidential Information" shall specifically include but is not limited to all tangible material and all written, oral, or electronically delivered information relating to the business, finances, or operations of a party or one of its clients. Such information includes, but is not limited to, any and all reports, statements, business plans and any and all of the following: licensing information, registration information, cost and pricing information, profit and revenue data, purchase and sales records, performance data, sales projections, marketing and business development information (e.g., supplier, customer and vendor lists and other business contacts). Such information also includes, but is not limited to, all intellectual property (e.g., trade secrets, trademarks, trade names, copyrights, know-how and show-how), all service or product development information (e.g., product plans or drawings, designs, models, samples prototypes, methods, formulations, ideas and theories), and all proprietary technology (e.g. software). Both parties agree to comply with all applicable state and federal laws as they relate to confidentiality of student and business records.
- 7.1 <u>Use of Confidential Information</u>. The party receiving Confidential Information may use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement and hereby agrees not to use Confidential Information for any other purpose.
- 7.2 <u>Duty of Care/Standard of Care.</u> Each party shall have a duty to protect the Confidential Information of the other using the same degree of care, but no less than a reasonable degree of care, as it normally uses in the protection of its own confidential and proprietary information. Each party shall use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of the other's Confidential Information. This duty of care shall commence from the Effective Date and shall survive the termination of this Agreement.
- 7.3 Exclusions. The restrictions set forth shall not apply with respect to Confidential Information that: (a) is already available to the public; (b) becomes available to the public through no fault of the party receiving such Confidential Information, its officers, agents or employees; (c) is already known to the party receiving such Confidential Information at the time received; (d) is independently developed by the party receiving the Confidential Information without breach of this Agreement; (e) is rightfully received from a third party without a duty of confidentiality; (f) is disclosed with the prior written approval of the party who disclosed such Confidential Information; or (g) is required to be disclosed pursuant to law (but only to the extent of the required disclosure). If a party is required by a government body or court of law to disclose the Confidential Information of the other party, such party agrees to give the other party advance notice sufficient to contest the disclosure or seek a protective order.
- 8.0 Proprietary Rights. All original written material, including programs, files, specifications, and documentation, which are produced by Neo Networking during the course of its performance hereunder, shall be the property of Neo Networking; however, Client shall retain a perpetual right to use such material. All such material previously produced by Neo Networking, and all related patent, trade secret, and proprietary rights in all techniques and concepts created by Neo Networking are Neo Networking's proprietary software and shall remain Neo Networking's property; however, if such material is incorporated into Client's system, Client shall retain a perpetual right-to-use such material.
- 9.0 <u>Waiver of Provisions</u>. The waiver by either party of a breach of any portion of this Agreement shall not operate of be construed as a waiver of any subsequent breach and shall in no way waive the parties rights or remedies under this Agreement or void any of the other terms or conditions of this Agreement.
- 10.0 <u>Termination</u>. Upon termination, Client shall be responsible for payment for all work performed up to the effective date of termination. An orderly phase-out schedule will be mutually created by Client and Neo Networking. Provided that Client is not in default, all Client's property, materials, and work in Neo Networking's possession, including any and all Client documents in the possession of Neo Networking which incorporate any Confidential Information shall be delivered to Client within five (5) days from the date on which services terminate.
- 11.0 <u>Warranties</u>. There are no express or implied warranties not specified herein respecting this Agreement, Neo Networking's services, or the software provided by Neo Networking under this Agreement. Neo Networking only undertakes to provide services on a best-efforts basis under Client's supervision. Neo Networking's performance of its obligations is to be measured by its best-efforts provision of services.
- 12.0 <u>Claims</u>. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that (i) an action for non-payment may be brought within one year after the date of last payment, and (ii) a claim for indemnity arising out of a third party claim may be brought within one year after party seeking indemnity receives notice of the third party claim.

- Limitation on Liability. The parities recognize that in the event that there is an unintentional system failure that can be attributed to work performed under this Agreement, and there is damage to hardware, or there is loss of data or productivity, it would be extremely difficult to calculate the value of the loss. However, in no event shall Neo Networking's reimbursement to Client exceed the fees attributed to the effort that directly caused the failure. In no event will Neo Networking be responsible for any special indirect or consequential damages resulting from loss of use, lost profits, loss of data, lost business revenue or damages claimed against Neo Networking by Client or any third party. Further, Client shall defend indemnify and hold Neo Networking harmless from any and all third party liability, real or alleged, that results from Neo Networking providing services under this Agreement except for claims resulting solely from Neo Networking's negligence or other actionable misconduct.
- **14.0** Representatives. All duties and obligations set forth in this Agreement apply equally to all officers, directors, employees, agents, and representatives of the parties.
- 15.0 Acceptance of Terms. Client acknowledges that Client has read this Agreement, understands it and agrees to be bound by its terms, and further agrees that it is a complete and exclusive statement of the agreement between the parties which supersedes all previous proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may also include associated Addenda or Exhibits as agreed to by both parties.

Neo	Netw	orking,	Inc.
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Client: Coastline Community
College

By:	By:
Fitle:	
Date:	Date:
Appendix of the control of the contr	The state of the s
Signature:	Signature:

#### **EXHIBIT A**

# Neo Networking, Inc. Maintenance and Support

## **SERVICE LEVEL AGREEMENT**

between

Neo Networking	and
Date:	S.O. #:

**CLIENT'S COVERED EQUIPMENT:** 



• • •

KAREN MCLUCAS COASTLINE COMMUNITY COLLEGE 11460 WARNER AVE FOUNTAIN VALLEY, CA 92708-2597 USA

Contract No.: 0008214-000

**Contract Dates** 

Issue: 6/8/2009

Beginning: 8/20/2009 Ending: 5/31/2010 Academic Term(s)

Fall [X] Spring [X] Winter [ ] Summer [

Per Student

This Use Agreement is a Statement of Terms agreed upon by Dallas County Community College District (DCCCD), a Texas political subdivision of higher education with main district offices located at 701 Elm, Dallas Texas 75202, and COASTLINE COMMUNITY COLLEGE+.

Use and/or payment for use of Dallas TeleLearning courseware and/or any of its components (including Audio Visual) constitutes agreement to all terms, policies and conditions outlined in this Use Agreement and the attached License Agreement for Use of Dallas Courseware Products (including Appendix A: Rights Available for Dallas Courseware and Appendix B: Digital Use Policy). This applies whether or not a signed Use Agreement or other form of signature acknowledging such agreement has been provided to Dallas TeleLearning.

The terms specify the length of use, use rights and the fees for such use of courseware products.

Course/Program	n(s)	Lease Fee	Enroll Fee	Other Fee
FOR THE LO	VE OF WISDOM	0.00	\$15.00	0.00
Contract rights	as outlined in License Agreement for Use of Dall	as Courseware Products Appendix A.	<del>.</del>	· <b></b>
Leace Dighte	•			
Lease Rights	<u>Description</u>			
Code	Description			

Users	· · · · · · · · · · · · · · · · · · ·		
Client No.	Client Name	Course Title	
03158	Coastline Community College+		
L		FOR THE LOVE OF WISDOM	

Special Instructions		
Special pricing established between Dallas TeleLearning and Coaper student per course per term [raa8851]	tline CCD. License fee waived, Coast	line is charged \$15.00
Dallas County Community College District		
Ву:	Date:	
Pamela K. Quinn Provost R. Jan LeCroy Center for Educational Telecommunications		
Licensee By:	Date:	

# LICENSE AGREEMENT FOR USE OF DALLAS COURSEWARE PRODUCTS

#### 1.

The purpose of this Master Agreement is to provide for the terms and conditions under which the Dallas County Community College District (DCCCD) may grant a license to use multiple-media educational courseware as listed on the Use Agreement (referred to herein as the "Courseware").

#### USE AGREEMENT

Prior to any use of the Courseware, Licensee shall execute a Use Agreement which provides specific terms and conditions for use of the Courseware. Any subsequent Use Agreements are incorporated by reference in this Master Agreement. These rights do not extend to any other organization or user who has not contracted by license for use of copyrighted materials from the DCCCD.

#### PAYMENT SCHEDULE 3.

All bills are due and payable upon receipt of invoice,

#### 4. ENROLLMENT STATEMENT

DCCCD will send to Licensee for completion an official statement of enrollments when required by a license agreement from all institutions within the jurisdiction of Licensee or participating with Licensee in offering the Courseware. Enrollments shall be submitted to DCCCD within twenty days after the beginning of each term covered by the contract period reporting certified enrollment count.

#### COPYRIGHT 5.

DCCCD shall retain and have the full benefit of its copyright to Courseware programs, ancillary materials and Study Guides. Licensee shall in no manner disparage or challenge, or permit another to disparage or challenge, DCCCD's copyright. Licensee shall in no manner commercially exploit Courseware. Licensee agrees to display DCCCD's opening and closing credits and copyright statements for all courseware use and each time any program is televised or otherwise exhibited.

#### 6. DUPLICATION AND USE OF COURSEWARE

Except as may be specified in a Use Agreement, no duplications, copy, recording, re-recording nor any other type of reproduction of Courseware content or programs or DCCCD Study Guides shall be permitted by Licensee (see Appendix for license rights). Unless special written agreements are made, no original Courseware nor copies of the original Courseware may be used for other purposes outside of current contractual arrangements with DCCCD.

#### SEQUENCE AND FREQUENCY OF USE 7.

Licensee may arrange individual programs in any sequence within the Courseware. Licensee shall have use of the Courseware as provided herein for the duration of the time period stated in a Use Agreement and any amendments to this Agreement thereto.

#### 8.

Courseware content or programs may not be modified, edited, added to, reformatted for digital or any other platforms, or otherwise altered by or for Licensee without the prior written consent of DCCCD. Licensee may exhibit portions of Courseware program or programs solely to publicize the subsequent exhibition of the entire series of the Courseware as herein described.

#### DISTRIBUTION OF COURSEWARE

DCCCD will furnish for a first-time agreement the Courseware at the prevailing costs. Title to said Courseware shall remain in Licensee; title to the Courseware content and programs shall remain in DCCCD. All technical problems with the Courseware must be reported within three (3) months from beginning of a first-time use of a DCCCD Courseware product.

- DCCCD will ship Courseware to Licensee via motor express unless otherwise specified by Licensee. Licensee will pay costs for the formats ordered, all shipping and handling costs. If the Courseware format becomes worn or damaged so that a replacement is needed, Licensee may request the replacement through DCCCD. Licensee will pay for replacement and shipping costs. Shipping from DCCOD to Licensee will be via motor express unless otherwise specified by Licensee. Access to web-based Courseware will be delivered to client after license is signed.

#### 10.

For information on the ordering of Study Guides, contact Dallas TeleLearning. Translation or reproduction of any part of the Study Guides beyond that permitted by Sections 107 and 108 of the United States Copyright Act without the permission of the copyright owner(s) is unlawful. To request permission, contact Dallas TeleLearning.

#### 11. COURSEWARE FACULTY GUIDES

DCCCD will provide for a first-time agreement one complimentary Faculty Guide to Licensee per institution covered by this contract. This guide will give instructions and ideas about ways to administer the Courseware effectively. Additional copies of Faculty Guides may be purchased by Licensee. DCCCD will provide a new complimentary Courseware Faculty Guide only in the event a new and revised edition of the textbook is published.

#### CONSULTANT 12.

- During first-time agreement DCCCD will provide the services of an experienced, professional Courseware consultant for a telephone consultation. DCCCD will provide a Courseware manager for one on-site consultation if Licensee will pay travel expenses for the DCCCD course consultant. In the case of a multi-campus district or a consortium of colleges, the Licensee shall select a single home campus for the consultation. Every effort will be made to meet the Licensee's choice of dates; however, dates must be acceptable to DCCCD and to the consultant.
- DCCCD will not pay the cost of a consultant visit with second and succeeding uses of the Courseware. Additional consultant visits by the consultant may be arranged at the Ъ. Licensee's expense.

#### CANCELLATION 13.

- For a first-time use of DCCCD Courseware product, Licensee may cancel within 15 days after the start of the academic term by payment of a 20% penalty of full contract amount. In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products which may have been acquired by Licensee.
- If the Courseware class is canceled during a second or succeeding semester, an institution will not be billed for the lease fee if the DCCCD enrollment statement is returned and marked "Class Canceled." In the event of cancellation, DCCCD assumes no responsibility for purchase of videotapes or other media products which may have been acquired by

#### 14. SUBSEQUENT SEMESTERS USAGE

Licensee may maintain a copy of the Courseware without erasing or using in any way for a period of up to one year from the conclusion of a Use Agreement if Licensee anticipates another Agreement for using this Courseware. Any time after the first semester's use that the Licensee offers this Courseware from the same media as specified in this Agreement, Licensee will pay DCCCD for a second semester's use and subsequent uses.

#### 15.

Licensee agrees to furnish an affidavit assuring DCCCD that each and every copy of any Courseware program in its possession or under its control, directly or indirectly, has been completely erased by Licensee at the expiration of that Courseware's Use Agreement, unless another written Agreement to hold or use that Courseware is in effect.

#### REVISION OF COURSEWARE 16.

At times it deems appropriate, DCCCD may update and revise the Courseware. Licensee shall pay dubbing and shipping fees when video-based programs are replaced or altered because of copyright clearance or improved or updated material. Licensee shall receive complimentary software revisions and updates for three (3) years from date of this contract for web-based Courseware. DCCCD will inform Licensee as soon as possible about such changes.

#### APPENDIX

#### Rights Available for Dallas Courseware

#### A. BROADCAST RIGHTS

#### 1. BROADCAST PRIVILEGES AND RESPONSIBILITIES

Each course video program may be used for televised purposes by means of transmission via any single VHF, UHF, ITFS or CATV television station utilized by Licensee. These broadcast rights/privileges are restricted to local transmission only and are not available for national distribution without prior written consent from the DCCCD. Licensee is responsible for all arrangements, contracts and costs for the broadcasting of course videos on any CATV, ITFS, VHF or UHF television station.

#### 2. NO PARTIAL COURSE

This use provides licensure only for a complete course. No segment of the course may be used or incorporated in any other recorded or live program, presentation or lesson without prior specific written permission from DCCCD.

#### B. NON-BROADCAST RIGHTS

#### 1. NON-BROADCAST PRIVILEGES AND RESPONSIBILITIES

Each course program may be used for college-credit instructional purposes. This course may NOT be transmitted on any VHF, UHF, ITFS or CATV television station. Any such arrangements will require a separate agreement between the DCCCD and the Licensee.

Licensee may dub videotape cassettes from licensed courses for its learning center(s) within the immediate geographic area of the Licensee's central office and may dub videotape cassettes in numbers appropriate to service students taking any given course in a "College-By-Cassette" manner. Licensee must furnish DCCCD with the number and the locations of learning centers in which videocassette copies are located if asked to do so. There are no broadcast privileges for these videotape cassettes. The videotape cassettes must not be used except during a term in which the course is being licensed under the terms of a Use Agreement or another written Agreement between Licensee and DCCCD. Licensee must erase these additional videotape cassettes when the course is erased.

#### NO PARTIAL COURSE

This Agreement provides licensure only for a complete course. No segment of the course may be used or incorporated in any other recorded or live program, presentation or lesson without prior specific written permission from DCCCD.

#### C. ALTERNATE DELIVERY

#### 1. WEB-BASED COURSEWARE

Courseware designed for delivery via the Internet may be offered to course students only. With a course license, course materials may be accessed by students through the Licensee's Learning Management System or through the course URL directly.

## 2. PORTABLE DIGITAL STORAGE COURSEWARE (DVD, CD-ROM, DVD-ROM)

Courseware delivered via portable digital storage on DVD, CD-ROM and DVD-ROM may be offered to course students only. With a course license, course materials in these formats may be duplicated and distributed to course students during the term of the license.

### 3. NO PARTIAL COURSEWARE

This Agreement provides licensure only for complete Courseware. No segment of the Courseware may be used or incorporated in any other recorded or live program, presentation or lesson, or other web-based course or program without prior specific written permission from DCCCD

#### D. AUDIOVISUAL CLASSROOM RIGHTS

# BROADCAST PRIVILEGES AND RESPONSIBILITIES

Use of video shall be limited to individual playback machine or closed-circuit television systems contained within the confines of buildings normally utilized by Licensee for instructional purposes. Further, Licensee shall not charge a viewing fee or otherwise use in a commercial manner. There are no duplication rights under these terms of use. Use shall be limited to review and classroom uses only with no more than 50% of the programs of any one series shown in any one classroom. The course program(s) may NOT be broadcast on any VHF, UHF, ITFS or CATV broadcasting system.

Other broadcasts, uses and duplications will require a different Use Agreement.

#### E. AUDIOVISUAL ONLINE RIGHTS

Use of videos may be available as supplemental online course materials. The number of video programs available for this license is limited based on the total number of videos in the series. Six videos may be licensed when series includes more than 16 video lessons. Three videos may be licensed when series includes less than 16 video lessons. Videos must be available to course students in their entirety and accessed via videostreaming under password protection.



# AFFILIATION AGREEMENT NURSING PROGRAMS Non-Standard

This AFFILIATION AGREEMENT ("Agreement") effective the 1st day of July, 2009 is made and entered by and between The University of Phoenix, Inc., an Arizona for profit corporation, hereinafter referred to as the "University" and Golden West College, an entity domiciled in the State of California hereinafter referred to as the "Agency."

# PART I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide Clinical Educational Experiences under the supervision of an Agency for Students enrolled in the University's Nursing Programs.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Agency and University agree as follows:

# PART II. <u>DEFINITIONS</u>

- Preceptor Agreement shall mean the agreement between a Preceptor and the University under which the Preceptor agrees to monitor nursing experiences for University Students.
- Preceptor shall mean the designated, qualified health care professional who contracts with the Agency (either as an employee or as an independent contractor) and who has entered into a Preceptor Agreement with the University.
- University Representative shall mean the member of the University faculty designated by the University who coordinates a Student's Clinical Educational Experience.
- 4. University Personnel shall mean employee and other agents of the University, including, but not limited to, the University's Representative and faculty members associated with evaluation of the Student's Clinical Educational Experience.
- 5. **Student** shall mean the individual enrolled in the University's Nursing Program who is participating in his/her Clinical Educational Experience.
- 6. **Agency** shall mean the hospital, clinic, or any health care office or facility where the Student will participate in his/her Clinical Educational Experience under the supervision of the Preceptor.
- University shall mean the University of Phoenix.
- 8. Clinical Educational Experience shall mean that portion of the Nursing Program in which the Student receives training under the supervision of the Agency.

# PART III. RIGHTS AND OBLIGATIONS OF THE UNIVERSITY

- 1. Responsibility for Clinical Educational Experience. University is responsible for providing educational programs accredited by appropriate agencies that include the Clinical Educational Experience; and for determining the hours, standards, administration, matriculation and promotion of the Clinical Educational Experience. University is responsible for the selection, testing, placement, and/or removal, and final grading of each Student placed with the Agency.
- 2. **Student Placements.** University will plan with the Agency, in advance, its schedule of Student placement to the designated areas, including dates and numbers of Students.
- 3. **Advise Students of Their Obligations**. University agrees to inform Students that Students shall be responsible for following Agency regulations, policies, and procedures.
- Responsibility for Students and University Personnel. Except as otherwise set forth herein, University agrees that it shall remain solely responsible for the acts or omissions of University Personnel.
- Program Objectives and Program Handbook. University agrees to provide to Agency a copy of the course objectives and skills checklist (if appropriate) for the Clinical Educational Experience and a copy of the appropriate Clinical Program Handbook.
- Health Standards. Participating University Personnel and Students shall be required to comply
  with the minimum lawful health standards set forth in writing by the Agency and provided to the
  University.
- 7. Availability of University Personnel. University shall ensure that University Personnel are reasonably available to the Agency for consultation during a Student Clinical Educational Experience in a manner that is acceptable to both parties. University shall designate a University Representative and shall give Agency and Preceptor notice of the name of the University Representative.

# PART IV. RIGHTS AND OBLIGATIONS OF AGENCY

- 1. **Learning Experiences**. Agency agrees to cooperate with University in providing learning experiences for Students that meet the standards of professional accrediting agencies and State agencies, that meet the stated objectives of the University's Clinical Educational Experiences, and that effectively facilitate the Students' learning process.
- 2. Supervision. Agency agrees that all Clinical Educational Experiences will be under the supervision of a Preceptor. Agency shall provide a Preceptor and other personnel approved by the Agency to supervise Students. The Preceptor will be the resource person for the Students in the clinical setting and will: (a) supervise and observe the Clinical Educational Experience of the Student; (b) instruct the Student regarding all applicable Agency policies and programs; (c) facilitate adequate exchange of information between University Personnel and Agency staff; and (d) instruct Students regarding changes in Agency regulations, policies and procedures.
- 3. **Notice of Changes in Health Standards**. Agency shall promptly provide to University written notice of any changes in Agency's minimum health standards.
- 4. Compliance with Agency Policy and Procedures. Students are subject to the authority, policies, and regulations of the University, provided, however, that during the Clinical Educational Experience Students also are subject to applicable Agency regulations, policies and procedures.

Agency agrees to provide to University Personnel and Students the Agency's policies, procedures and other relevant materials that will allow Students to safely and effectively participate in the treatment of Agency patients. Agency policies, procedures, and/or regulations will govern in the event that such policy, procedure, and/or regulation conflicts with a University policy, procedure and/or regulation until such time as the parties develop a mutually agreeable policy, procedure and/or regulation.

- Access to Library Facilities. Agency shall permit Students access to library facilities available to Agency personnel. Students may not remove materials from the Agency without appropriate approval.
- 6. Patient Care. Agency understands and agrees that it is solely responsible for providing health care services for all of its patients including those patients involved in the Clinical Educational Experience with Students. Agency shall not approve or allow any direct, hands-on patient care by any Student without the approval and consent of the patient and unless said care is provided under the direct supervision of qualified Agency health care staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies. Agency shall be responsible for providing adequate staffing necessary to maintain the highest level of quality patient care.
- 7. **Non-Liability of University**. Agency shall be solely responsible for health care services rendered by individuals who contract with the Agency (either as employees or as independent contractors). Agency will assume and maintain complete control and supervision over all its administrative and staff personnel. University shall not be liable for any claims or damages arising from patient care provided by Agency, whether or not University Personnel or Students have participated in the care at issue in the claim or suit.
- 8. **Inspection for Accreditation**. Agency shall, upon reasonable request, permit the University or its accrediting agencies to inspect Agency clinical facilities, records and other items pertaining to the clinical educational program.
- Student Progress. Upon the reasonable request of University, Agency agrees to submit to University a written evaluation, on the form provided by the University, of each Student's performance during the Clinical Educational Experience.
- 10. Removal from Premises. Agency shall retain the right, in its sole discretion, to request the removal from Agency premises of any University Personnel or Students and such individuals shall promptly and without protest leave any area whenever requested to do so by the Agency.

# PART V. TERM OF AGREEMENT

- 1. **Term**. This Agreement shall become effective on July 1, 2009, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Students already enrolled in and participating in the Clinical Educational Experience at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete the current course in their Clinical Educational Experience at Agency.
- 2. Request for Withdrawal of Unsatisfactory Students. Agency may request that the University withdraw from the Clinical Educational Experience any Student whose conduct or appearance inhibits desirable relationships within Agency, whose health status is a detriment, despite a reasonable accommodation, to the Student's successful completion of the Clinical Educational

Experience, or whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards. University agrees to withdraw such Student at the Agency's request.

## PART VI. RECORDS

- 1. Confidentiality of Student Records. Agency shall keep confidential and shall not disclose to any person or entity (a) Student applications; (b) Student health records or reports; and/or (c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Student participating in the Clinical Educational Experience, unless such disclosure is authorized by the Student or is ordered by a court of competent jurisdiction. Agency shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records as defined herein.
- 2. **Maintenance of Records**. University will maintain documentation on each Student's Clinical Educational Experience for a period of at least four (4) years after said Student has completed his/her Clinical Educational Experience.
- 3. Confidentiality of Patient Records. University shall direct Students and University Personnel to respect the confidential nature of all health or personnel information relating to the Agency. The University shall advise all Student and University Personnel of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable.

# PART VII. INDEMNIFICATION

- Indemnification. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- Mutual Cooperation. University and Agency shall provide prompt notification to one another of and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

# PART VIII.

- University and Agency Insurance. University and Agency each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
- 2. **Student Insurance**. University shall provide for each Student assigned to the Agency evidence of professional liability insurance coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 3. **Evidence of Coverage**. Upon written request, any party shall provide the other party with a certificate evidencing such insurance coverage.

4. **Self Insurance**. All insurance required by University to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of University or its affiliates; (c) a plan of self-insurance, provided that University or any guarantor of University's obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by University in compliance with this section, then University shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless University complies with the requirements regarding self-insurance pursuant to clause (c) above.

# PART IX. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

# PART X. GENERAL TERMS AND CONDITIONS

- 1. Student and University Personnel Status. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the University and the Agency and their employees, Students, or agents, but rather is an agreement by and between two independent contractors. Each Student is placed with the Agency to receive Clinical Educational Experience as part of his/her academic curriculum; duties performed by a Student are not performed as an employee of Agency but rather in fulfillment of the academic requirements of his/her Clinical Educational Experience and are performed exclusively under direct supervision by Agency personnel. To the extent allowed under state law, neither the Agency nor the University is required to provide workers' compensation coverage for the Students participating in the Clinical Educational Experience. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University Personnel to participate in, control, or direct operations at the Agency.
- 2. **Employment of Student by Agency**. If a Student is also an employee of Agency, such employment shall be separately negotiated by Agency and each Student. The parties agree that a Student cannot earn hours toward his/her Clinical Educational Experience during the same hours he/she is working as an Agency employee.
- Non-Discrimination. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities during the Clinical Educational Experience.
- 4. Accreditation, Licensing and Credentials. Each party to this Agreement shall be responsible for accreditation, licensing, and credentials of its entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing and credentials upon written request by the other.
- 5. **No Compensation for Services** Each party shall pay all of its own costs associated with its participation in the Clinical Educational Experience.

- 6. **Interpretation**. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
- 7. Amendment and Assignment. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the Agency and the University. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
- 8. **Waiver**. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
- 9. **Severability**. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- 10. **No Establishment of Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the Agency or the University.
- 11. **Applicable Law.** This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.
- 12. Disputes. In the event any dispute or controversy ("Dispute") arising out of this Agreement cannot be settled by the parties, such Dispute shall be submitted to arbitration in Los Angeles, California. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their Dispute within fifteen (15) days after written demand by one of the parties for arbitration, then the Dispute shall be arbitrated by a single arbitrator chosen pursuant to the applicable rules of the National Health Lawyers Association Dispute Resolution Service ("DRS") (or, if not then in existence, the American Arbitration Association ("AAA"). The decision of the arbitrator shall be final, binding and non-appealable for all purposes and judgment to enforce any such binding decision may be entered in Superior Court, Orange County, California (and for this purpose, each party expressly and irrevocably consents to the jurisdiction of said court) and in any other court of competent jurisdiction. At the request of either party, arbitration proceedings shall be confidential. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts, who shall agree in advance and in writing, to maintain all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the then existing rules and regulations of the DRS (or, if not then in existence, the AAA) to the extent such rules and regulations are not inconsistent with such Act or this Agreement.
- 13. **Notices**. Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if the notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the University:

University of Phoenix College of Nursing

4615 East Elwood Street, AA-C708

Phoenix, AZ 85040

With a copy to:

University of Phoenix Apollo Legal Services 4025 S. Riverpoint Parkway

Mail Stop CF-K612

Phoenix, AZ 85040 If to the Agency:Golden West College

15744 Golden West Street Huntington Beach, CA 92

With Copy to:

Coast Community College District

1370 Adams Ave Costa Mesa, CA 92626 Attn: Board of Trustees

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:		AGENCY:	
Signature		Signature	
Name		Name (Print or	Туре)
Dean, College of I	Nursina		
Title		Title	
<u>480-557-1140</u>	480-929-7164		
Phone	Fax	Phone	Fax
Date		Date	
Pam.Fuller@phoe	nix.edu		
E-Mail address		E-Mail address	
		BOARD OF TR	USTEES:
		Signature	<del></del>
		Name (Print or	Гуре)
		Title	
		Phone	Fax
		Date	

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# CLINICAL TRAINING AFFILIATION AGREEMENT

# (Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of June 1, 2009 or the execution of the Agreement by both parties (the "Effective Date") by and between Mission Hospital's Camino Health Center ("Clinic"), and Coast Community College District, a public educational form agency ("District") located a 1370 Adams Avenue, Costa Mesa, California which operates Orange Coast College ("School").

#### RECITALS

- A. Clinic is a tax-exempt non-profit public benefit corporation which operates a community clinic pursuant to Section 1204 of the California Health and Safety Code.
- 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 Clinics for the purpose of providing clinical training for students in such classes.
- C Clinic operates clinical facilities within Clinic which are suitable for School's clinical training programs ("the Program(s)") in the area of medical assistants. School desires to establish the Program(s) at Clinic for the students of the School enrolled in the Program(s). Clinic 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 Clinic.

## 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 <u>Academic Responsibility</u>. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.
- 1.2 <u>Number of Students</u>. School shall designate and notify Clinic of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Clinic in such numbers as are mutually agreed upon between Clinic and School. School and Clinic will also mutually agree to the dates and length of the Program(s).
- 1.3 <u>Orientation</u>. 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 Clinic.
- 1.4 <u>Discipline</u>. School shall be responsible for counseling, controlling, disciplining and

all activities of students at Clinic.

- 1.5 <u>Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).
- 1.6 <u>Background Check.</u> 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 <u>Health Clearance</u>. School shall ensure that each student complies with Clinic'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 Clinic. School shall also ensure that students follow Clinic's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.
- 1.8 <u>Clinic Policies and Procedures</u>. School shall ensure that each student is aware of and understands all applicable Clinic policies and procedures and shall require each student to conform to all such Clinic policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Clinic and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Clinic in administering care to patients in the context of training.
- 1.9 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Clinic and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).
- 1.10 <u>Confidentiality</u>. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall advise 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 Clinic 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 Clinic 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 <u>Accreditation</u>. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## 2. RESPONSIBILITIES OF CLINIC

- 2.1 Access. Clinic shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Clinic provided such access does not unreasonably interfere with the regular activities at Clinic. Clinic 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 Clinic patients.
- 2.2 <u>Implementation of Program(s)</u>. Clinic agrees to cooperate with and assist in the planning and implementation of the Program(s) at Clinic for the benefit of students from School.
- 2.3 <u>Instruction</u>. Clinic shall instruct students in their clinical training at Clinic with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.
- 2.4 <u>Accreditation</u>. Clinic shall maintain Clinic so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.
- 2.5 <u>Patient Care.</u> Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Clinic, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Clinic 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, Clinic policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Clinic 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 <u>Space and Storage</u>. At Clinic's discretion, it will provide students with classroom space within Clinic 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. Clinic 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 Clinic, fails to perform satisfactorily, fails to follow Clinic policies, procedures and regulations, or fails to meet Clinic standards for health, safety, security, cooperation or ethical behavior, Clinic shall have the right to request that School withdraw the student from the Program(s). School shall comply with Clinic's request within five (5) days of receipt of notice from Clinic. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, 69542v1\_052809

Clinic may immediately exclude any student from Clinic until final resolution of the matter with School.

- 2.8 <u>Documentation</u>. Clinic 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 Clinic's facility for review.
- 2.9 <u>First Aid</u>. Clinic 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 Clinic shall be billed to the student or School at Clinic's normal billing rate for private-pay patients. Except as herein provided, Clinic shall have no obligation to furnish medical or surgical care to any student.
- 2.10 <u>Statement of Adequate Staffing</u>. Clinic 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 <u>Authority</u>. Clinic 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 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date and shall continue for one (1) year(s) unless terminated sooner as provided herein.
- 3.2 <u>Termination</u>. 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, Clinic 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 Clinic, was satisfactorily participating in the Program(s).
- 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 Clinic 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 Clinic and any student. Therefore, the parties understand and agree that Clinic 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 Clinic 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 Clinic for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Clinic 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 Clinic would incur if, contrary to the parties' intention. School or its students are determined to be employees of Clinic.
- 3.4 Role of Students. It is not the intention of School or Clinic that any student occupy the position of third-party beneficiary of any obligations assumed by Clinic or School pursuant to Page 4 of 6

this Agreement.

- 3.5 <u>Publicity</u>. Neither School nor Clinic 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 Clinic.

#### 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 Clinic 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 <u>Assignment</u>. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Clinic. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 4.3 <u>Compliance</u>. School acknowledges and agrees to abide by Clinic'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 Clinic manager or through the Clinic's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Clinic the right to terminate this Agreement immediately at its sole discretion.
- 4.4 <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in OrangeCounty, California.
- 4.5 <u>Non-Discrimination</u>. 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 <u>Notices</u>. 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 Clinic:

Mission Hospital Camino Health Center 30300 Camino Capistrano San Juan Capistrano, CA 92075

Attn: Executive Director

If to School:

Orange Coast College 2701 Fairview Rd. Costa Mesa, CA 92626

Attn: Program Director of Medical Assistant/

Medical Transaction Program

- 4.7 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 4.8 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Camino Health Center ("Clinic")	Orange Coast College ("School")
By:	By:
Typed Name: Debra L. Drew	Kevin Ballinger, Dean Consumer & Health Sciences
Title: Executive Director	By:
Date:	Richard Pagel, Vice President Administrative Services
	•
	Coast Community College District
	By:
	President, Board of Trustees
	Date:

# AFFILIATION AGREEMENT BETWEEN COAST COMMUNITY COLLEGE DISTRICT WHICH OPERATES ORANGE COAST COLLEGE AND HOAG MEMORIAL HOSPITAL PRESBYTERIAN

THIS AFFILIATION AGREEMENT is entered into and made effective this \_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, (the "Commencement Date"), by and between Coast Community College District, a public educational form agency ("District") located at 1370 Adams Avenue, Costa Mesa, California and HOAG MEMORIAL HOSPITAL PRESBYTERIAN, a California nonprofit public benefit corporation ("AFFILIATE"), with reference to the following facts:

## RECITALS

WHEREAS, District operates Orange Coast College ("COLLEGE") which conducts approved and accredited Allied Health Programs described and identified in Attachment 1 to this Agreement ("the Program") to provide academic and professional education for Orange Coast College students ("STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Program and College are accredited by applicable agencies; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain clinical experience at AFFILIATE'S facilities in accordance with the requirements of the applicable accredited Programs;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

# 1. **RESPONSIBILITIES OF COLLEGE.** COLLEGE agrees that it shall:

- 1.1. Establish the educational goals and objectives of the Program in a manner consistent with the standards and requirements set forth by COLLEGE and the applicable ACCREDITATION ORGANIZATION. Such goals and objectives shall reflect COLLEGE'S commitment to providing the highest quality in education and training programs to STUDENTS.
- 1.2. Ensure that the Program provides appropriate supervision for all STUDENTS, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

- 1.3. Recruit and select STUDENTS who are appropriately enrolled in the Program and otherwise authorized to participate in COLLEGE clinical experience program(s) which are the subject of this Agreement. COLLEGE shall be responsible for the selection, testing, placement and/or removal and final grading of each STUDENT placed with AFFILIATE.
- 1.4. COLLEGE shall designate a member of COLLEGE'S faculty to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE'S facilities ("Program Director"). The Program Director shall also act as liaison with AFFILIATE.
- 1.5. COLLEGE shall determine the required number of hours of clinical experience for STUDENTS and cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The selection of time, days and patients for individual STUDENTS shall be made by AFFILIATE in concurrence with appropriate AFFILIATE personnel and the instructor, and the parties agree that such schedules shall reflect COLLEGE'S educational mission. All plans for observation and/or clinical experience shall be subject to the approval of AFFILIATE.
- 1.6. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. COLLEGE shall determine the appropriate level of responsibility accorded to each STUDENT.
- 1.7. Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of schedules.
- 1.8. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.
- 1.9. Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by COLLEGE, ACCREDITATION ORGANIZATION and/or for compliance with the regulations, guidelines, and policies of third-party payers, if applicable.

# **1.10.** Require assigned STUDENTS to:

- a. Comply with AFFILIATE'S policies, procedures and guidelines; standards of conduct, state and federal laws and regulations; the standards and regulations of The Joint Commission ("TJC") and the ACCREDITATION ORGANIZATION; and appropriate ethical standards. AFFILIATE shall at all times retain ultimate administrative and professional responsibility for medical services rendered at its facilities, including patient care. Therefore, the Program and STUDENTS shall be subject to AFFILIATE'S patient care policies and procedures, rules and regulations, as applicable, which shall take precedence over clinical training under the Program;
- **b.** Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by COLLEGE, in activities and assignments that are of educational value and that are appropriate to the course and scope of COLLEGE'S

Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATION;

- c. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;
- **d.** Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.
- e. As to each STUDENT, submit to AFFILIATE copies of the following prior to STUDENT's participation in the Program at any AFFILIATE facility:
  - Acknowledgement of Non-Employee Status executed by STUDENT, in the form attached as Exhibit A;
  - Acknowledgement and Agreement of STUDENT to comply with requisite regulatory requirements, AFFILIATE's policies and procedures, and AFFILIATE's confidentiality requirements, in the form attached as Exhibit B;
  - Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
  - Evidence of Hepatitis B either positive antibody titers or immunization;
  - Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide COLLEGE with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.
  - Evidence of demonstrated knowledge of universal precautions and the use of personal protective equipment prior to assignment to AFFILIATE.
  - Evidence of a criminal background check performed in accordance with AFFILIATE'S accreditation requirements. STUDENTS shall be responsible for obtaining the criminal background check and must receive clearance from AFFILIATE prior to participating in the Program at any AFFILIATE facility.
  - Obtain, prior to STUDENT's arrival at any AFFILIATE facility a student photo ID badge and obtain from AFFILIATE a temporary facility badge consistent with AFFILIATE'S requirements. The AFFILIATE'S ID badge and the STUDENT'S student photo ID must be worn and visible during clinical rotation and AFFILIATE'S ID badge must be returned to AFFILIATE at the conclusion of any clinical rotation.

- **1.11.** Provide AFFILIATE with a copy of DISTRICT'S Student Participation Agreement (See Attachment 2) Faculty Handbook, and Student Code of Conduct ("Compliance Documents"). AFFILIATE acknowledges and agrees that all COLLEGE faculty and STUDENTS must comply with the requirements of the applicable Compliance Documents.
- 1.12. Provide STUDENTS with orientation to the facility including training regarding the pertinent health information confidentiality provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 C.F.R. Parts 160 and 164) prior to their assignment to AFFILIATE.

# 2. **RESPONSIBILITIES OF AFFILIATE.** AFFILIATE agrees that it shall:

- 2.1. Maintain adequate staff and facilities at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the COLLEGE'S Program, and in a manner consistent with the standards and requirements established by COLLEGE and the applicable ACCREDITATION ORGANIZATION.
- 2.2. Collaboratively arrange COLLEGE faculty supervision for STUDENTS on an individual basis.
- **2.3.** Ensure that AFFILIATE clinicians who are supervising STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with any applicable accreditation and/or licensing standards including those of ACCREDITATION ORGANIZATION.
- **2.4.** Cooperate with COLLEGE to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.
- 2.5. Designate, in consultation with COLLEGE, an employee of AFFILIATE to coordinate STUDENTS' schedules and activities while at AFFILIATE'S sites ("Site Director"). The Site Director shall also act as liaison with COLLEGE. Upon execution of this Agreement, the name of AFFILIATE'S Site Director shall be provided to COLLEGE'S Program Director.
- **2.6.** Implement schedules for STUDENTS in conjunction with COLLEGE'S Program Director and in accordance with COLLEGE'S educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS
- 2.7. Protect the health and safety of STUDENTS on rotation at AFFILIATE'S facilities by providing each STUDENT or their instructor with the following:
  - a. As applicable to STUDENTS in the Program, orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - b. As applicable to STUDENTS in the Program, instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of

needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants; and

- c. Information concerning availability of parking, meals, lockers, and appropriate access to bathroom facilities.
- **d.** Such other information and training as AFFILIATE and COLLEGE, in collaboration with each other, agree is necessary and relevant for STUDENTS to participate in the Program.
- 2.8. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify COLLEGE within ten (10) business days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.
- 2.9. Permit inspection, during regular business hours and after reasonable advance notice to AFFILIATE which shall be no less than twenty-four (24) hours, of AFFILIATE's clinical and related facilities by individuals charged with the responsibility for accreditation of COLLEGE and/or its educational programs, as required by and in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.
- **2.10.** With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify COLLEGE and its Program Director(s) as follows:
  - a. Immediately upon initiation of an investigation of a STUDENT, a COLLEGE faculty member;
  - **b.** Within five days after receipt of service of a civil complaint, summons or notice of a claim naming a STUDENT or COLLEGE faculty member as a party therein;
  - c. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a COLLEGE faculty member or STUDENT has been named or in which a settlement is being proposed on their behalf; or
  - **d.** Prior to making a report to the National Data Bank or any California State agency to whom reporting would otherwise be required in which a COLLEGE faculty member or STUDENT is named.

Nothing in this Section 2.10 shall in any way be deemed to impair AFFILIATE's rights, obligations and/or ability to timely respond to any claim or complaint, enter into any settlement, or make any report as may be required of AFFILIATE in AFFILIATE's sole and absolute discretion.

**2.11.** Provide appropriate and customary security measures to reasonably protect STUDENTS in all locations, including but not limited to, parking facilities, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

2.12. Subject to reasonable efforts to protect confidentiality and/or privileged information, cooperate with and assist COLLEGE in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, COLLEGE faculty member and/or COLLEGE employee involved with Program. COLLEGE shall be responsible for the discipline of STUDENTS, COLLEGE faculty members and/or COLLEGE employees in accordance with COLLEGE'S applicable policies and procedures. COLLEGE may, but need not, consult with AFFILIATE concerning any proposed disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, in the good faith exercise of its discretion and after consultation with COLLEGE, to prohibit further attendance at AFFILIATE of any STUDENT.

- 2.13. AFFILIATE shall provide COLLEGE with a copy of AFFILIATE'S Code of Conduct that describes AFFILIATE'S standards for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any COLLEGE faculty or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of COLLEGE'S Compliance Documents.
- 2.14. Pursuant to California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

## 3. COMPENSATION.

Neither party to this Agreement shall be obligated to provide any monetary compensation to the other. AFFILIATE shall not be obligated to provide any monetary compensation to any STUDENT.

# 4. <u>INDEPENDENT CONTRACTOR.</u>

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between COLLEGE or STUDENTS, and AFFILIATE, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither COLLEGE nor AFFILIATE, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other. Prior to participating in the Program at any AFFILIATE facility, COLLEGE shall cause each STUDENT to execute and have delivered to AFFILIATE an Acknowledgement of Non-Employee status in the form attached as Exhibit A.

COLLEGE and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

# 5. <u>STATUS OF STUDENTS</u>.

- **5.1.** During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the COLLEGE'S Program Director or, in the Program Director's absence, his/her designee(s).
- **5.2.** It is expressly agreed and understood by COLLEGE and AFFILIATE that STUDENTS are present at the AFFILIATE'S facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of COLLEGE'S Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.
- 5.3. COLLEGE and AFFILIATE shall ensure that STUDENTS have the opportunity to:
  - a. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.
  - **b.** Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by COLLEGE and AFFILIATE.
  - c. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other STUDENTS and students.
  - **d.** Participate, as appropriate, in AFFILIATE programs and adhere to established practices, procedures, and policies of the AFFILIATE.

## 6. <u>USE OF NAME.</u>

The parties agree that other than in connection with COLLEGE'S Program materials such as brochures, pamphlets, reports, applications, training information, Program web sites, and similar informational or promotional materials related to Program, any use of the "Hoag," or "Hoag Memorial Hospital Presbyterian" name or other similar references to AFFILIATE, its physicians or facilities, shall be subject to the prior written approval of AFFILIATE.

# 7. <u>DISCRIMINATION - PROHIBITION</u>.

COLLEGE and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and COLLEGE policies.

## $8 ext{TERM}.$

The term of this Agreement shall become effective on the Commencement Date and shall continue in effect thereafter for five (5) years, and shall terminate on <u>June 30, 2014</u>, subject to earlier termination pursuant to and in accordance with the provisions of Section 9 herein.

## 9. <u>TERMINATION</u>.

- 9.1. <u>Termination Without Cause</u>. This Agreement may be terminated without cause at any time by either party by providing thirty (30) days advance written notice of termination. AFFILIATE agrees that, notwithstanding such termination, it will continue to work with COLLEGE regarding any STUDENTS who may already be in clinical rotations at AFFILIATE through the end of the clinical rotation in which the STUDENT is then participating.
- 9.2. <u>Termination For Cause</u>. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party, including a description of the breach and the necessary cure. If the breach is not cured within such thirty (30) day time period, this Agreement shall terminate at the end of that thirty (30) day period without further notice.
- Jeopardy Event. Notwithstanding anything herein to the contrary, if any event 9.3 occurs, or either party receives notice of an action or threatened action beyond the control of either party, or if a change in any law, regulation or policy occurs or is deemed to have occurred (collectively referred to herein as the "Event") which would: (a) in the opinion of AFFILIATE jeopardize its participation in or reimbursement from Medicare, Medicaid, and/or any other public or private payer; or (b) cause a material adverse effect on the operations of either party and/or make the performance of this Agreement uneconomic for either party; or (c) cause the revocation, suspension or termination of any licenses(s) or certification(s) maintained by AFFILIATE or COLLEGE; or (d) make it impossible, unlawful or unethical for either party or any officer, director, employee, contractor or agent of AFFILIATE or COLLEGE to continue to perform any term or condition under this Agreement; then the parties shall immediately attempt to negotiate amendments to this Agreement or a new agreement which will negate the effect of the Event and provide similar economic and other benefits to each party as provided under this Agreement. In the event the parties are unable to negotiate amendments or a new agreement to the reasonable satisfaction of both parties within thirty (30) days after the Event, then this Agreement shall terminate immediately upon written notice by either party to the other.

## 10. INSURANCE.

10.1. AFFILIATE, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation insurance on AFFILIATE employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual

consent of the parties against other insurable risks relating to performance. AFFILIATE shall provide COLLEGE with a certificate or certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

10.2 COLLEGE, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. COLLEGE represents and warrants that STUDENTS are covered under COLLEGE'S general and professional liability insurance for the acts or omissions while engage in the Program curriculum in connection with this Agreement, and California Workers' Compensation insurance insuring COLLEGE employees participating in the Program and performing any services under this Agreement. In addition, COLLEGE shall, at its sole cost and expense, obtain and maintain such other insurance in such amounts which from time to time may be reasonably required by the mutual written consent of the parties against other insurable risks relating to performance. COLLEGE shall provide AFFILIATE with certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

10.3 It should be expressly understood, however, that the insurance coverage required under this Section 10 shall not in any way limit the liability of either party.

# 11. <u>INDEMNIFICATION</u>.

- 11.1. AFFILIATE shall indemnify, hold harmless, and at COLLEGE's request defend, COLLEGE, its trustees, employees, agents, and STUDENTS ("COLLEGE Indemnified Parties") from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against COLLEGE Indemnified Parties because of injury or death to any person or on account of damages to property or other 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, reckless, or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.
- 11.2. COLLEGE shall indemnify, hold harmless, and at AFFILIATE's request defend, AFFILIATE, its officers, employees and agents ("AFFILIATE Indemnified Parties") from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against AFFILIATE Indemnified Parties because of injury or death to any person or on account of damages to property or other 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, reckless, or intentional acts or omissions of COLLEGE, its officers, employees, agents, or STUDENTS. COLLEGE shall be solely responsible and liable for STUDENTS' actions and omissions arising out of the performance of this Agreement.

## 12. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and COLLEGE agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and COLLEGE shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or COLLEGE to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code and related statutes, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

# 13. PATIENT RECORDS; DISCLOSURE OF PROTECTED HEALTH INFORMATION.

- 13.1 COLLEGE and STUDENTS shall preserve the confidentiality of medical records of AFFILIATE'S patients and use the information in such records only for the limited purposes necessary to perform the activities set forth in this Agreement.
- The parties acknowledge and agree that (a) The Health Insurance Portability and 13.2 Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations; (b) health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities; (c) COLLEGE warrants that it is a covered entity as defined by HIPAA; AFFILIATE is a covered entity as defined by HIPAA; (d) COLLEGE and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution; (e) COLLEGE and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and STUDENTS, have received training as required by HIPAA. AFFILIATE and COLLEGE may disclose such PHI as is necessary for the health care operations of the other and shall use appropriate administrative, physical and technical safeguards to prevent any use of disclosure of the other's PHI other than as provided in this Agreement and as permitted by applicable law. Additionally, upon receipt of an executed and legally compliant Business Associate's Agreement, AFFILIATE shall permit access by the Board of Registered Nursing, Commission of College Nursing Education, and other such accreditation organizations, acting on behalf of COLLEGE as COLLEGE'S Business Associates, to the PHI maintained by AFFILIATE that is necessary for those organizations to conduct their accreditations of COLLEGE and the Program.

# 14. <u>DISPUTE RESOLUTION AND ATTORNEYS' FEES.</u>

- 14.1. Mediation. Any claim, controversy or dispute that arises between the parties hereto arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Orange County, California as set forth in subsection B. below. Prior to instituting any arbitration proceedings or other legal action, the parties shall use their best efforts and due diligence to reach an agreement for the resolution of such claim, controversy or dispute through mediation. In the event that the parties are unable to resolve any such claim, controversy or dispute within thirty (30) days, such claim, controversy or dispute shall be submitted to a disinterested third party mediator chosen by the parties for nonbinding mediation. The parties covenant that they will participate in mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. The provisions of this Section 14.1 shall not be interpreted to restrict either party's right to pursue equitable relief from a court of competent jurisdiction at any time or to terminate this Agreement as provided hereinabove.
- 14.2. Binding Arbitration. If the claim, controversy or dispute is not resolved through mediation, then it shall be submitted to Judicial Arbitration and Mediation Services (JAMS), or its successors, for final and binding arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The parties, however, are not precluded from seeking provision remedies in aid of arbitration from a court of appropriate jurisdiction. The provisions of Section 1283.05 of the California Code of Civil Procedure relating to discovery in arbitration are incorporated into and made a part of this Agreement. The parties agree to share equally in JAMS, costs of arbitration. However, in any arbitration, the arbitrator may, in the Award, allocate all or part of JAMS' costs of the arbitration, including the fees of the arbitrator, to the prevailing party, upon motion therefore brought to the arbitrator subsequent to issuance of an award. Additionally, the prevailing party shall be entitled to an award of attorneys' fees and costs as provided in Section 14.03 below. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever first occurs. The mediation may continue after commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, any mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Section 14 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

14.3. Attorneys' Fees. Except as otherwise expressly provided herein, in the event of any litigation or other legal proceeding between the parties hereto arising out of or relating to this Agreement, each party in such proceeding shall bear its own attorneys' fees and costs.

## 15. MISCELLANEOUS.

- 15.1 <u>Interruption of Service</u>. Either 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, terrorism, 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.
- 15.2 <u>Assignment</u>. Neither AFFILIATE nor COLLEGE shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in this Agreement, including attachments, without the prior written consent of COLLEGE.
- 15.3 <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
- 15.4 No Third Party Beneficiaries. This Agreement is intended by the parties to benefit themselves only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
- 15.5 <u>Waiver</u>. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
- 15.6 <u>Exhibits</u>. Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.
- 15.7 Entire Agreement; Modifications; Amendments. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and COLLEGE agree to amend this Agreement to the extent amendment is required by an applicable

regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

- 15.8 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.
- 15.9 <u>Survival of Provisions</u>. No obligations, promises, agreements, covenants, debt or liability (for purposes of this Section 15.9, collectively "obligations") contained herein shall survive beyond the effective date of expiration or earlier termination of this Agreement, except for (i) obligations accrued prior to such effective date that exist (actually or contingently) or remain to be performed in whole or in part as of such effective date and (ii) obligations that expressly extend beyond the effective date whether by the terms of this Agreement or by operation of law. The foregoing surviving obligations shall include without limitation the obligations contained in Section 11 (Indemnification), 12 (Cooperation in Disposition of Claims), 13 (Patient Records; Disclosure of Protected Health Information), 14 (Dispute Resolution and Attorneys' Fees), 15.3 (Severability), 15.4 (No Third Party Beneficiaries), 15.8 (Governing Law), and 15.10 (Notices).
- 15.10 Notices. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to COLLEGE:

President, Orange Coast College

2701 Fairview Rd.

Costa Mesa, CA 92628-5005

With copy to:

Vice Chancellor, Administrative Services

Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

If to AFFILIATE:

Hoag Memorial Hospital Presbyterian One Hoag Drive, P.O. Box 6100 Newport Beach, CA 92658-6100

Attn: Judy Bethe, MSN, RN

With copy to:

Director, Risk Management

Hoag Memorial Hospital Presbyterian One Hoag Drive, P.O. Box 6100

Newport Beach, CA 92658-6100

Office of General Counsel

Hoag Memorial Hospital Presbyterian One Hoag Drive, P.O. Box 6100 Newport Beach, CA 92658-6100 The parties have executed this Agreement as set forth below.

# HOAG MEMORIAL HOSPITAL PRESBYTERIAN

# **AFFILIATE**

By:	
Title: Sr. Vice President Clinical Operat and Chief Nursing Officer  Date:  Orange Coast College	_
Orange Coast College	tions
By:	
Kevin Ballinger, Dean Consumer & Health Sciences	
By:	
Richard Pagel, Vice President Administrative Services	
Coast Community College District	
Ву:	
President, Board of Trustees	
Date:	

# EXHIBIT A ACKNOWLEDGEMENT OF NON-EMPLOYEE STATUS [TO BE EXECUTED BY EACH STUDENT]

The undersigned	understands and agrees that
[StudentName]	•
his/her participation in the	(the "Program") at Hoag
Memorial Hospital Presbyterian ("HOAG")	does not in any way render said Student an
employee of HOAG or any HOAG related e	ntity. Said Student further understands that HOAG
participates in the Program only to assist stu	dents in their study of nursing and does not thereby
engage said Student in a contract of employe	ment, nor does HOAG accept responsibility for said
Student as it would an employee. Student fu	arther agrees that he/she will receive no
compensation for participating in the Progra	m and that in the event appropriate medical and
professional liability insurance coverage for	the Student is not provided and/or verified by the
Program, Student will be responsible for sec	uring such medical and professional liability
insurance with a limit of liability of at least of	one million dollars (\$1,000,000) per occurrence and
three million dollars ( $$3,000,000$ ) in the agg	regate.
g. 1 . g.	<u> </u>
Student Signature	Date
Witness	Date

# EXHIBIT B AGREEMENT RE COMPLIANCE [TO BE EXECUTED BY EACH STUDENT]

The undersigned		agrees that at all times Student is
[Student Name]		
time to time, all state and federal laws, rule	d standares, and rebility Ac	ds of conduct as the same are in effect from egulations [including, but not limited to the t ("HIPAA")], the standards and regulation
Student Signature	 Date	
Witness		Date

# ATTACHMENT 1 a

# **Orange Coast College**

# **CARDIOVASCULAR TECHNOLOGY**

Program Director/Coordinator: Darryl Isaac (714) 432-5549

# of Studen	<u>ts</u>
	CVT 170 - ECG Clinical Experience (16 hrs/wk/semester) Practice within a health care facility in areas of routine ECG testing, stress testing, monitor technician, Holter monitoring and pacemaker evaluation.
·	CVT 210 - Echocardiography Clinical Lab 1 (27 hrs/wk/semester) Experience in echocardiography in a clinical facility to include conferences and lectures by physicians to relate actual patient situations to diagnostic findings.
	CVT 240 - Invasive Cardiology Clinical Lab 1 (25 hrs/wk/semester) Clinical practice within a cardiac catheterization laboratory to include performance of patient monitoring, data collection and recognition of abnormalities primarily for coronary artery disease.
	CVT 265 - Echocardiography Clinical Lab 2 (27 hrs/wk/semester) Experience in echocardiography and cerebrovascular ultrasound in a clinical facility to include conferences and lectures by physicians to relate actual patient situations to diagnostic findings

# ATTACHMENT 1 b

# **Orange Coast College**

# **DENTAL ASSISTING-REGISTERED**

Program Director/Coordinator: Joy Myers (714) 432-5565

# of Studen	<u>ts</u>
	DA 160 Clinical Experience 1 (8 hrs/wk for 9 wks - fall semester) An introduction to clinical dentistry for the beginning dental assisting student. Each student will be assigned to a dental office, dental school or the Veterans Hospital. Students are required to follow the dress code standards set up by the program and ADA guidelines.
	DA 163 Clinical Experience 2 24 hrs/wk/2 wks – intersession The second clinical experience is a dental office for the beginning dental assisting student. Students are required to follow the dress code standards set up by the program and ADA guidelines.
	DA 165 Clinical Experience 3 (8 hrs/wk for 14 wks - spring semester) Opportunity to practice concepts of dental assisting in a dental office, dental school, or dental department of a hospital or military base. Experiences selected for students on basis of individual interest, need, geographic location and type of experience provided.
	DA 168 Clinical Experience 4 (32 hrs/wk for 2 wks - spring semester) Student will be placed in selected dental office for practical application of dental assisting procedures.

# ATTACHMENT 1 c

# **Orange Coast College**

# DIAGNOSITIC MEDICAL SONOGRAPHY

Program Director/Coordinator: Cindi Reber-Bonhall (714) 432-5893

# of Studer	nts
	DMS 166 - DMS Clinical Experience 1 (8 hrs/wk/16 wks - spring semester) Introduction to the clinical setting and exposure to departmental organization, patient flow, darkroom and processing procedures, observation of techniques employed, policies and procedures of clinical cases.
	DMS 167 - DMS Clinical Experience 2 (40 hrs/wk/8 wks - summer session) Continuation of clinical experience, exposure to departmental organization, patient flow, darkroom and processing procedures, observation of techniques employed, policies and procedures of clinical cases, beginning hands-on experience, equipment set-up.
<del></del>	DMS 271 - Clinical Experience 3 (32 hrs/wk/16 weeks - fall semester) Clinical experience in ultrasound. Equipment handling and patient management. Departmental operation and scope.
<del></del> ··	DMS 276 - Clinical Experience 4 (40 hrs/wk/4 wks - intersession) Intermediate clinical experience. Studies in the abdomen, small parts and pelvis. Variety of real-time equipment, anatomical pathology recognition.
<u>_</u>	DMS 281 - Clinical Experience 5 (36 hrs/wk/16 wks - spring semester) Advanced clinical experience in the ultrasound department practicing in a variety of sonographic studies with emphasis on the abdomen and pelvis. Recognition of pathology and scan interpretation are stressed.

# ATTACHMENT 1 d

# **Orange Coast College**

# **EMERGENCY MEDICAL TECHNOLOGY**

Program Director/Coordinator: Phylicia Hassapis (714) 432-5089

# of <u>Stude</u> 1	<u>ints</u>
	EMT 151 - Clinical Internship (3 hrs/wk/6 wks) Application and practice of skills and knowledge gained from EMT 150 in the emergency roo of an acute hospital and on a BLS ambulance unit.

# ATTACHMENT 1 e

Orange Coast College

## **HOSPITALITY, TRAVEL AND TOURISM**

Program Director/Coordinator: Brenda Shine (714) 432-6429

# of Students	
Travel and Tourism programs a	tudents enrolled in Hotel Management, Spa Management, or it Orange Coast College. The internship is repeated for each option or a certificate. Students will be required to follow standards set by
and Tourism programs at Orang specialization which they expeding the special s	ats enrolled in Hotel Management, Spa Management, and Travel ge Coast College to increase their level of expertise in the area of at to graduate. The internship is repeated for each option the certificate or AS degree. Students will be required to follow
An internship opportunity for s Event Management Certificate certificates in additional areas of	1 & Tourism —Event Meeting and Spa Practicum tudents completing their practicum experience for the Meeting and of Specialization. Students who desire to acquire additional of specialization must choose another set of electives. Students will set by the company for which they are working.
airline and travel industry. Clas corporate, travel, airport, airling	Careers—Public Service  Its to utilize communication, social skills, and knowledge of sroom plus field service will enable students to utilize skills in e, community and public service environments. This formal dents to work at their own level to recruit, train, and supervise

## ATTACHMENT 1 f

# **Orange Coast College**

## MEDICAL ASSISTING

Program Director/Coordinator: Margie Willis (714) 432-5658

# of	
Studen	<u>is</u>
	MA 186 - Administrative Experience (16 hrs/wk/8 wks - spring semester) Administrative medical assisting experience in medical office, clinic, hospital or allied health facility. Discussion of experiences and problems encountered.
•	MA 281 - Clinical Experience (16 hrs/wk/8 wks - spring semester) Provides supervised clinical experience in a medical office or clinic, hospital or allied health facility. Class sessions include discussion of experiences and problems encountered by the student in the administrative and clinical situation.

# ATTACHMENT 1 g

# **Orange Coast College**

# NEURODIAGNOSITC TECHNOLOGY

Program Director/Coordinator: Walter R. Banoczi (714) 432-5591

# of Students	<u>s</u>
	NDT 116 - Clinical Experience 1 (16 hrs/wk/16 wks - spring semester) Beginning clinical practice of electroencephalographic testing on patients at various affiliated neurodiagnostic labs. This will include observation, application of electrodes, performance of EEG testing on clinical patients, medical recordkeeping, and clinical history reporting. Students must purchase a uniform for this course.
—	NDT 117 - Clinical Experience 2 (32 hrs/wk/8 wks - summer session) Continued clinical experience in electroencephalography at a selected neurodiagnostic lab in an affiliation health care facility under the direct supervision of a physician and/or EEG technologist. This clinical will build on skills attained in NDT 116 and will include performance of EEG testing on clinical patients, medical recordkeeping, and clinical history taking.
	NDT 286 - Clinical Experience 3 (16 hrs/wk/16 wks - fall semester) Continued clinical experience in electroencephalography at a selected neurodiagnostic lab in an affiliated health care facility under the direct supervision of an EEG technologist or physician. This clinical will build on skills attained in NDT 117 and will include performance of EEG testing on clinical patients, medical recordkeeping, and clinical history taking. There will also be opportunities to observe and possibly perform evoked potential studies.
	NDT 289 - Clinical Experience 4 (16 hrs/wk/12 wks - spring semester) Clinical practice in neurodiagnostic testing with an emphasis to include evoked potential testing in the auditory, visual and somatosensory modalities. May include observation and performance of other more specialized neurodiagnostic testing, such as surgical monitoring, quantitative analysis of EEG and evoked potentials, transcranial doppler, ambulatory or telemetry monitoring, and others. This clinical also further develops advanced skills in electroencephalographic recording and analysis.
—	NDT 298 - Clinical Internship (32 hrs/wk/4 wks - spring semester) Clinical internship to perform neurodiagnostic testing at affilliated hospital sites. Students will apply for a specialized training area in the field. Emphasizes cumulative application of knowledge and skills in clinical assessment, diagnostic testing, and analysis of test results. Specialized areas may include intraoperative monitoring, neonatal testing, epilepsy monitoring, pediatric testing, research applications, brain mapping, and others.

## ATTACHMENT 1 h

# **Orange Coast College**

# **NUTRITION CARE/DIETETIC TECHNOLOGY**

Program Director/Coordinator: Eleanor Huang (714) 432-5835 Ext. 5

‡ of Studen	its
	NC 175 - Health Care Field Experience (8 hrs/wk/16 wks - spring semester) Importance and scope of providing nutritional care in health care or community care facilities with clinical experience in health care facility. Includes team concept approach and public relations. Students will be required to follow dress standards set by the facility in which they are working.
<del></del>	NC 281 - Supervised Practice 1 (20 hrs/wk/8 wks - fall semester) Supervised practice in community facilities/agencies dealing with the nutritional health of people. Rotation through agencies or experiences in public health, community agencies, and schools. Students will be required to follow dress standards set by the facility in which they will work. Includes dietary evaluation and nutrition counseling.
	NC 286 - Supervised Practice 2 (20 hrs/wk/8 wks - spring semester) Supervised experience in an acute care medical facility. Rotation through the various job responsibilities of the dietetic technician. Students will be required to follow dress standards set by the facility in which they will work.

## ATTACHMENT 1 i

# **Orange Coast College**

# **POLYSOMNOGRAPHY**

Program Director/Coordinator: Walter R. Banoczi (714) 432-5591

# of Student	<u>.s</u>
	PSG 165 - Polysomnography Clinical 1 (5.5 hrs/wk/8 wks - fall semester) Clinical application of polysomnographic testing at an affiliated sleep disorder center to include patient interaction, application of testing equipment, and monitoring sleep behavior.
	PSG 175 - Polysomnography Clinical 2 (24 hrs/wk/4 wks - intersession) Clinical application of polysomnographic testing at an affiliated sleep disorders center to include patient interaction, application of testing equipment, and monitoring sleep behavior.
	PSG 265 - Polysomnography Clinical 3 (12 hrs/wk/12 wks - spring semester) Continued clinical application of polysomnographic testing at an affiliated sleep disorder center. Includes patient interaction, application of testing equipment, and monitoring sleep behavior.
	PSG 285 - Polysomnography Internship (36 hrs/wk/4 wks - summer session) Final clinical experience in an affiliated sleep disorders center. Students will work with patients and technologists at night in the laboratory to obtain interpretable polygraphs.

# ATTACHMENT 1 j

# **Orange Coast College**

# RADIOLOGIC TECHNOLOGY

Program Director/Coordinator: Loren Sachs (714) 432-5540

# of Su	dents
	RAD T 171 - Clinical Lab 1 (16 hrs/wk/8 wks - fall semester) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills in chest and abdomen procedures will be emphasized.
	RAD T 172 - Clinical Lab 2 (32 hrs/wk/4 wks - intersession) Clinical experience in a an affiliated radiology department under the supervision of certified radiology and health care personnel utilizing a condensed format. Radiographic skills to include assisting with routine contrast media studies of the GI and GU tracts.
	RAD T 176 - Clinical Lab 3 (24 hrs/wk/16 wks - spring semester) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills to be emphasized will be fluoroscopic procedures, GU tract, upper and lower extremities, and routine spinal column.
	RAD T 177 - Clinical Lab 4 (32 hrs/wk/8 wks - summer session) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills to be emphasized will be routine skull radiography, portable radiography, minor special procedures, and introduction to pediatric and trauma radiography.
	RAD T 271 - Clinical Lab 5 (32 hrs/wk/16 wks - fall semester) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Emphasis on independent radiography and decision-making. Advanced cranial studies and torso exams will be emphasized.
	RAD T 276 - Clinical Lab 6 (32 hrs/wk/4 wks - intersession) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills emphasized are advanced contrast media procedures, trauma, portable radiography, pediatric and surgical exams.
•	RAD T 277 - Clinical Lab 7 (24 hrs/wk/16 wks – spring semester) Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Emphasis on independent radiography and decision-making. Professional growth and program exit skills are expected.

\*Note: The California Department of Health Services, Radiologic Health Branch has authorization to conduct

unannounced visits/inspections to the clinical site.

## ATTACHMENT 1 k

## **Orange Coast College**

# **RESPIRATORY CARE**

Program Director/Coordinator: Daniel Adelmann (714) 432-5541

# of Studen	<u>ts</u>
	RESP C 191 - Clinical Lab 1 (9 hrs/wk/16 wks - spring semester) Beginning clinical practice of procedures presented in Respiratory Care 190. Includes hospital and respiratory therapy department orientation, recordkeeping, patient chart evaluation, use of compressed gases, medical gas therapy, humidity and aerosol therapy, drug administration, sterilization and culturing of equipment, incentive spirometry, IPPB and chest physiotherapy, and patient assessment.
	RESP C 192 - Clinical Lab 2 (24 hrs/wk/4 wks - summer session)  Continued applications of procedures and concepts of basic clinical respiratory therapy presented in the first year of the respiratory care program. Application and skills evaluations in advanced administration of aerosol therapy, IPPB, pharmacological agents, chest physiotherapy, medical gases, and patient assessment.
	RESP C 276 - Clinical Lab 3 (22 hrs/wk/14 wks - fall semester) Clinical application of procedures and concepts presented in Respiratory Care 260, 270, and 275 as well as continuing experience in the skills utilized in Respiratory Care 191 and 192. Includes arterial puncture and analysis, airway management, mechanical aspiration of secretions, bronchoscopy, ventilatory management, patient assessment and monitoring, and other therapeutic measures as related to pathological processes.
	RESP C 278 - Pulmonary Case Assessment (16 hrs/wk/4 wks - intersession) Assessment of critical pulmonary patients with emphasis on assessment techniques, critical care procedures and management techniques as applied to case studies. This will include use of both actual and simulated patient scenarios utilizing information gathering and decision making on the part of the Respiratory Care Practitioner.
Photo:	RESP C 286 - Clinical Lab 4 (9 hrs/wk/12 wks - spring semester) Clinical application of respiratory therapy, primarily in critical care areas. Includes airway management, patient assessment, ventilator mechanics and management, and monitoring of the critically ill patient.
	RESP C 287 - Clinical Internship (40 hrs/wk/4 wks - spring semester) Advanced clinical utilization of knowledge and skills in critical care or specialty areas. Cumulative application of assessment, diagnostic, therapeutic, and judgmental skills acquired within the respiratory care program.

## ATTACHMENT 1 l

# **Orange Coast College**

# SPEECH-LANGUAGE PATHOLOGY ASSISTANT

Program Director/Coordinator: Anne McClanahan (714) 432-5883

FOT Students		
	SLPA 160 - Clinical Experience 1 (4 hrs/wk/4 wks - spring semester) Beginning clinical observation of practices and procedures required in Speech-Language Pathology. Includes introduction to patient interaction, observation skills, record keeping, and beginning practice of therapeutic protocols. This rotation is in the workplace setting.	
	SLPA 190 - Clinical Experience 2 (12 hrs/wk/16 wks - fall semester) Application of clinical practice procedures and techniques as applied by a Speech-Language Pathology Assistant. Includes direct patient interaction and therapeutic techniques under the guidance of a Speech Pathologist. Patient observation, assessment, treatment protocols and record keeping procedures.	
	SLPA 250 - Clinical Experience 3 (16 hrs/wk/16 wks - spring semester) Advanced application of clinical practice procedures and techniques as applied by a Speech-Language Pathology Assistant. Includes direct patient interaction and therapeutic techniques under the guidance of a Speech Pathologist. Patient observation, assessment, treatment protocols and record keeping procedures. Discussion of case study management issues.	

#### **ATTACHMENT 2**

## STUDENT PARTICIPATION AGREEMENT

For The

## Nursing Program - Golden West College and Allied Health Programs - Orange Coast College

This Student Participation Agreement is entered into by and between the Coast Community Colleg District, a public educational agency ("District") and ("Student")
concerning the Student's participation in a clinical experience rotation ("Clinical Rotation").
In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:
1. <u>Compliance With Laws, Rules and Regulations</u> . While participating in the Clinical Rotation Student at all times shall abide by and comply with all applicable local, state and federal laws, rules statutes, ordinances, regulations, policies and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of Clinical Coordinator.
2. <u>Background Check.</u> All students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three county felony criminal history, seven year history of a stat sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District and must be completed prior to beginning the first clinical rotation. Student understands that the results of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District's written "Background Check Procedure" which will be provided upon request.
Student's Initials

- 3. <u>No Unsupervised Patient Care</u>. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances and policies.
- 4. <u>Confidentiality</u>. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the prior written consent of the patient and healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the "Regulations").

Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by student's instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

Student hereby releases, discharges, and agrees to hold 5. Release and Hold Harmless. harmless District, District's governing board ("Board"), and each of their trustees, instructors, employees, agents and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises. For the purpose of this release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student's heirs, executors, administrators, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and representatives or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of or damage to property that occurs to Student or to Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, that result from any cause, including but not limited to District's, Board's, College's, or their trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

G. 1	T 1.1 1	•
Student's	Initials_	

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood borne pathogens, illness, personal injuries and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's	Initials	

7. <u>No Right to Employment/Removal</u>. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

## 8. General Rules.

- a) Students entering the clinical phase of their education Shall read and familiarize Student with all the rules, regulations and obligations of the Clinical Facility and shall at all times strictly abide thereby.
- b) Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a sixmonth period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by College or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.
- c) Any Student participating in a clinical rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.
- d) All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Student's CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.
- e) In programs that require Allied Health 115 Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.
- f) Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft-soled shoes are required. A nametag will be provided that must be worn at all times at Clinical Facility site. See Student's program director or clinical coordinator for specific requirements for Student's program.
- g) Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.
- h) Student must have adequate reliable transportation to the clinical site and will be responsible for parking.
- 9. <u>Acknowledgement</u>. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 5, and the

comply with any term may subject Stu	reement. Student understands that failure to abide by and dent to immediate removal from any clinical experience, a
possible failing grade and possible expucolleges.	elsion from Coast Community College District and any of its
Dated:	Student
	Student ID Number

Assumption of Risk requirement in paragraph 6. Student has read and agrees to abide by and comply

# FIRST AMENDMENT TO RESPIRATORY THERAPY INSTRUCTION AGREEMENT

This First Amendment to the Respiratory Therapy Instruction Agreement dated January 30, 2006 ("Agreement") by and between Memorial Health Services ("MemorialCare") and Orange Coast College ("OCC") is effective as of the twenty third (23rd) day of June, 2009.

WHEREAS, MemorialCare and OCC desire to amend and modify the Agreement as set forth below in order that the Agreement, as amended and modified, is acceptable to both parties for execution;

THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Agreement shall be and is hereby amended and modified as follows:

- The parties agree to extend the term of the Agreement another academic year through June 2010. The Agreement shall expire on June 30, 2010.
- Anaheim Memorial Medical Center is removed from the definition of MemorialCare Medical Centers.
- In all other respects the Agreement shall remain as stated in the Agreement.
- If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Respiratory Therapy Instruction Agreement as stated below.

By: Albuminest Byron Schweigert  Title: EVP / Education and Governmental Affairs  Date: 6/24/09	Approved as to form:  By: Add Approved  Title: General Counsel, MHS  Date: June 24, 2009
ORANGE COAST COLLEGE	COAST COMMUNITY COLLEGE DISTRICT
By: Kevin Ballinger Dean Title: Consumer & Health Sciences Division	By:President, Board of Trustees Title:
Date: 7/1/09	Date:

	•	

## MARKETING and DISTRIBUTION AGREEMENT

This Marketing and Distribution Agreement (the "Agreement") is made as of July 16, 2009 (the "Effective Date"), by and between Career Academy.com, Inc., a Massachusetts corporation having a place of business at 140 Kendrick Street, Building A, Needham, MA 02494 ("CareerAcademy") and the Coast Community College District (Coastline Community College), herein referred to as "Coastline" having its principal place of business at 1370 Adams Avenue, Costa Mesa, CA 92626. Each of the above parties may be referred to individually as a "Party" and collectively as "Parties".

WHEREAS, CareerAcademy produces and markets technology based training courses delivered to students via CareerAcademy's internet hosted Learning Management System ("Web Based"); and

WHEREAS, Coastline is interested in entering into a Marketing and Distribution Agreement with CareerAcademy to market and sell CareerAcademy courses to Coastline customers; and

WHEREAS, both Parties anticipate that this contractual relationship will increase existing global sales as a result of the increased marketing power and consumer confidence generated from this relationship;

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, the Parties hereby agree as follows:

# Article I Definitions

The following terms shall have the following meanings as used in this Agreement:

- 1.1. Courses: The CareerAcademy courses representing single user licenses as set forth on Exhibit A, and revised from time to time in writing by CareerAcademy.
- 1.2. End User: Coastline student who is a consumer of CareerAcademy courses.
- 1.3. 3rd Party Components: any learning tools or other items, such as LearningZone, Books, Electronic devices, etc. that are not copyrighted by CareerAcademy but both Parties agree needs to be provided to End Users with the Course to assist in the marketability and Sale of the Training Solutions as set forth on Exhibit B, and revised from time to time in writing by CareerAcademy.
- 1.4. **Training Solution:** A course or series of Courses as setforth in paragraph 4.1, delivered to an End-User
- 1.5. **Program Offerings:** The Training Solutions which are mutually agreed upon by the Parties to be offered to End Users may be selected from Exhibit A and revised from time to time in writing by CareerAcademy upon mutual agreement by both parties.
- 1.6. Sale: The final sale of a Training Solution to an End User by Coastline
- 1.7. Sale Price: The final selling price of a Training Solution to an End User by Coastline as mutually agreed upon by the Parties as setforth in paragraph 4.1 and revised periodically upon amendment and mutual agreement by both parties.
- 1.8. Enrollment Period: Based on the Coastline Academic Calendar which includes five, 8-week sessions per year beginning in February, April, June, August and October.

# Article II <u>Licensing and Customer Support</u>

- 2.1. Single User License: CareerAcademy grants to Coastline a non-exclusive worldwide right to Purchase from CareerAcademy and resell the Training Solutions to Customers as Single User Licenses subject to the terms of this Agreement.
- 2.2. Customer Service. CareerAcademy shall handle all customer service and support issues.

# Article III Marketing and Delivery

- 3.1. **Marketing:** Coastline will publicize the availability of the Program Offerings through their Military training programs
- 3.2. Credit: Coastline agrees to furnish the End User a predetermined amount of Academic credits upon successful completion of a purchased Training Program.
- 3.3. **Delivery of Training Program:** For each Sale CareerAcademy agrees to provide and deliver all of the necessary components of the Training Solutions to the End-User, including any shipping or postal charges.

# Article IV Consideration & Payment Terms

- 4.1. Sales. Coastline shall make payment to CareerAcademy in consideration for the rights granted and Training Solutions delivered for all Sales in each Enrollment Period as provided for herein.
  - (a) Coastline shall make a flat fee payment to CareerAcademy in consideration of enrollment in specific Training Solutions for CCNA and A+ Certification as denoted below:
    - (i) CCNA Program delivered to the End User in four separate course enrollments; payment shall be made to CareerAcademy in the amount of \$198.75 for each course enrollment.
    - (ii) A+ Certification Program delivered to the End User in two separate course enrollments; payment shall be made to CareerAcademy in the amount of \$347.50 for each course enrollment.
- 4.2. **Payment.** Each invoice submitted by CareerAcademy is due and payable by Coastline in full 30 days from receipt of the invoice by CareerAcademy. All payments shall be made in U.S. dollars. Each Party will pay the other Party for all reasonable attorney fees and other costs related to the collection of all amounts due under this Agreement.
- 4.3. Reports & Records. Coastline shall provide a report of all Sales for each enrollment period 10 days upon the start of each session to be used by CareerAcademy for the purpose of generating an invoice to Coastline. Each Party agrees to keep records enabling the other Party to determine amounts due under this Agreement, including registration information for each Course participant. Each Party agrees to permit its books and records to be examined once a year to the extent necessary to verify the Reports at the expense of the examining Party by any auditor appointed by such Party who shall be reasonably acceptable to the other Party, or by a certified public accountant appointed by the examining Party, provided that only fees paid by a Party and their supporting records, files and books shall be subject to the audit. Any such auditor or accountant prior to conducting an audit shall provide the examined Party with a written undertaking to be bound by the confidentiality requirements set out in Article VIII. The examining Party will provide

the other Party with a copy of the audit report. The amount of any underpayment or overpayment by a Party shall be settled up between the Parties within fifteen (15) days of the Parties' receipt of audit report reflecting such under or over payment.

4.4. **Financial Investment.** Coastline will not have any up front financial investment or membership fees associated with this Agreement.

## Article V Intellectual Property Rights

- 5.1. Ownership of Content. Nothing in this Agreement shall effect a transfer of ownership in CareerAcademy content from CareerAcademy to Coastline, and CareerAcademy shall retain all rights of copyright, trademark or other intellectual property rights in such CareerAcademy content that it possessed prior to and after providing the Courses to Coastline, subject only to licenses expressly granted by CareerAcademy to Coastline by this Agreement. CareerAcademy retains all rights with respect to CareerAcademy content that are not specifically granted to Coastline herein. Coastline acknowledges that CareerAcademy owns all right, title and interest in and to CareerAcademy content, and Coastline shall not now or in the future contest the validity of the CareerAcademy's ownership in and to the CareerAcademy content.
- 5.2. All content created, generated or owned by Coastline which has been added to content provided by CareerAcademy shall remain the property of Coastline. Coastline retains all rights of copyright, trademark or other intellectual property of content that it possessed prior to and after receiving Courses from CareerAcademy.

# Article VI Representations & Warranties

- 6.1 General. Each Party represents and warrants to the other that: (a) such Party has the full legal right, power, and authority to enter into this Agreement and perform the acts required of it hereunder, (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a Party or by which it is bound, (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms and (d) such Party will perform its obligations hereunder in compliance with applicable law and regulations.
- 6.2 (a) Disclaimer Of Warranty: Except as specified in this agreement, neither party makes any warranty in connection with the subject matter of this agreement and hereby disclaims any and all implied or statutory warranties including all implied warranties of title, merchantability, and fitness for a particular use or purpose regarding such subject matter. Neither party warrants that its web site(s) or that the e-learning training content and its delivery mechanisms (CD, DVD, Video, Intranet, Internet or other) will function without interruption or that they are error free. To the extent that a Party may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty shall be the minimum permitted under such law.
  - (b) Intellectual Property Warranty. CareerAcademy represents and warrants that it is the owner of the Courses and the CareerAcademy Marks and has the right to grant herein to Coastline the licenses to use and sell the Courses and to use the CareerAcademy Marks without violating any law, rule or regulation, or infringing any copyright, patent, trade secret, right of privacy or publicity, defamation or other proprietary right and without misappropriating any trade secret of any third party.

CareerAcademy further warrants that the Programs do not violate the trade secret rights of any third party; and the courses are consistent with widely accepted industry practices.

- (c) To the extent that CareerAcademy does not own the Courses, it represents and warrants that it has secured all applicable copyrights and has received all necessary rights, releases, clearances, consents, assignments and/or licenses with respect to all components of the e-Learning Training Solutions which are necessary to enable Coastline to use the licenses granted in this Agreement.
- 6.3 Limitation of Liability. Except for damages caused by a party's negligence or intentional wrongdoing, under no circumstances shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from any provision of this agreement, the use of, or the inability to use, the e-Courses contemplated in this agreement, or under contract, negligence, strict liability or other legal or equitable theory, such as, but not limited to, loss of revenue or anticipated profits or loss of business. Except for damages caused by a party's negligence or intentional wrongdoing, in no event shall a party's total liability for all damages, causes of action, whether in law or equity, exceed the amount paid by that party to the other party pursuant to this agreement. The limitations in this section shall not apply in the case of Coastline's failure to timely submit payments due under the terms of this Agreement, or unauthorized replication or other inappropriate use of CareerAcademy's intellectual property as supplied under the terms of this Agreement.

#### 6.4. Indemnity

- (a) Each party shall defend, indemnify, and hold harmless the other from all damages, expenses, costs, and charges (including reasonable counsel fees), resulting from any third-party suits, proceedings or claims asserted against the other (individually or collectively) arising out of the indemnifying party's breach of any of the representations or warranties made by it hereunder.
- (b) Promptly, after receipt by a party claiming indemnification under this Paragraph 6.4 of notice of the commencement of any action, such indemnified party will notify the indemnifying party of the commencement of the action and generally summarize such action. The indemnified party will have the right to defend the action with counsel of its own choosing. The indemnifying party will have the right to participate in the defense at its own expense. The indemnified party may withhold any payments due, or to become due to the other party hereunder, pending final resolution of such action and/or apply any such payments to the reduction of the indemnifying party's obligations under this Paragraph 6.4.

# Article VII <u>Term & Termination</u>

- 7.1. **Term.** This Agreement will become effective as of the Effective Date and, unless terminated pursuant to section 7.2 shall remain effective through June 30, 2011.
- 7.2. **Termination for Breach**. In the event of a material breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement if such breach is not cured within thirty (30) days from receipt of a detailed written notice of such breach, provided, however, that with respect to failure of a Party to timely pay any amount due under this Agreement, which failure shall constitute a material breach, notice of breach shall not be required and a Party may only cure twice for failure to make a timely payment and in each case it must pay no later than thirty (30) days from the date a payment was due.

- 7.3 **Effect of Termination**. Upon the termination, expiration or earlier termination of this Agreement in accordance with its terms (the "Termination Date"):
  - (a) the rights and licenses granted by each Party to the other pursuant to this Agreement shall automatically terminate;
  - (b) where applicable, each Party shall return to the other Party, within thirty (30) days from such Termination Date, all intellectual property, technology or other property in its possession used in connection with this Agreement that is proprietary to the other Party;
  - (c) Confidential Information shall be returned in accordance with the terms of Article VII;
  - within sixty (60) days after such Termination Date (i) Coastline shall remove and cease to use all CareerAcademy content provided or made available for use or display pursuant to or in connection with this Agreement, other than with respect to fulfillment of existing contracts and subject to continued payments of fees due to CareerAcademy; (ii) each Party shall eliminate from its respective web site and other sales and marketing materials any marks or Co-Branding related to the other Party used in connection with this Agreement and (iii) CareerAcademy shall make payment in full of all sums due to Coastline under the terms of this Agreement.

## Article VIII Confidentiality

- The Parties acknowledge that, in the course of performing duties under this Agreement, each Party 8.1. may obtain Confidential Information from the other Party. For the purposes of this Article VII, the Party disclosing Confidential Information shall be the "Disclosing Party" and the Party receiving Confidential Information shall be the "Receiving Party." "Confidential Information" means any and all technical and non technical information provided by the Disclosing Party to the Receiving Party and shall include, but not be limited to, all information regarding (a) patent and patent applications, (b) trade secrets, and (c) proprietary information, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Disclosing Party, and including, without limitation, the Disclosing Party's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding third parties. Confidential Information also includes proprietary or confidential information of any third party that may disclose such information to either party in the course of such party's business. Confidential Information may be disclosed in writing, in other tangible form, orally or visually.
- 8.2. Confidential Information of the Disclosing Party will not include information that the Disclosing Party can demonstrate by reasonable evidence
  - a) is in or enters the public domain without breach of this Agreement,
  - b) the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation,
  - c) is approved for release by written authorization of the Disclosing Party.
  - d) the Receiving Party knew prior to receiving such information from the Disclosing Party or
  - e) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

- f) is determined by Massachusetts office of the Attorney General not to be protected from disclosure under the Massachusetts law.
- By virtue of this Agreement, each Party hereto may disclose to the other any information that is 8.3. Confidential Information. Such Confidential Information shall be governed by the terms of this Article VII. Each Party agrees to use the Confidential Information of the other Party solely to the extent necessary to fulfill its obligations or exercise its rights hereunder, and not for any other purpose.
- 8.4. Each Party agrees (a) that it will disclose such Confidential Information only to its employees, agents and contractors with a need to know such Confidential Information and who have obligations of confidentiality not to use such Confidential Information for any purpose except as expressly permitted hereunder, (b) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement, and (c) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- 8.5. Notwithstanding the foregoing, each Party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that the Receiving Party uses reasonable efforts to provide the Disclosing Party with prior notice of such obligation in order to permit the Disclosing Party a reasonable opportunity to take legal action to prevent or limit the scope of such disclosure, or (b) on a "need-toknow" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors.
- Within fifteen (15) days of receipt by Receiving Party of a written request from the Disclosing Party 8.6: for the return of Confidential Information, all Disclosing Party's Confidential Information and all copies thereof in Receiving Party's possession or control shall be returned to Disclosing Party or destroyed by Receiving Party at Disclosing Party's instruction. Receiving Party shall then certify the same in writing and that no copies have been retained by Receiving Party, its employees, agents or contractors.
- 8.7. The terms and conditions of this Agreement will be deemed to be the confidential information of each Party and will not be disclosed to current or potential clients or any other entity without the written consent of the other Party.
- 8.8. Intentionally left blank

## Article IX Notices and Requests

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested, or sent by air express courier, charges prepaid; and addressed as follows:

CareerAcademy: Joel Kestenberg, President

Career Academy.com, Inc. 140 Kendrick Street, Building A

Needham, MA 02494

To Campus: Joycelyn Groot

Coastline Community College

11460 Warner Avenue Fountain Valley, CA 92708 With a copy to:

Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

Or, if such notices are delivered as set forth above to such other address as the party to receive the notice or request so designates by written notice to the other.

# Article X Controlling Law

- 10.1 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.
- 10.2 Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

## Article XI Attorneys' Fees

11.1 If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party in any proceeding shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

## Article XII General

- 12.1 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and replaces and supplants all prior written or oral agreements. It shall not be modified except by a written agreement signed on behalf of the parties by their respective duly authorized representatives.
- 12.2 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. If this Agreement as it relates to any product(s) licensed hereunder shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable or if this Agreement is terminated as to particular product(s), this Agreement shall remain in full force and effect as to the remaining product(s).
- 12.3 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

12.4	The Article headings used in this Agreement and only and shall not be deemed to supersede or model.	the attached Exhibits are intended for convenience dify any provisions.
	TNESS WHEREOF, the parties have executed thi copies of this Agreement shall be deemed origina	
Samso CEO Career	n Chu Academy.com, Inc.	Date
	ent, Board of Trustees Community College District (Coastline)	Date

# Exhibit A

#### **MCDBA**

- Exam 70-228: Installing, Configuring, and Administering SQL Server 2000 Enterprise Edition
- Exam 70-229: Designing and Implementing Databases with SQL Server 2000 Enterprise Edition
- MCSD
- Exam 70-300 :Analyzing Requirements and Defining Microsoft .NET Solution Architectures
- Exam 70-305: Developing and Implementing Web Apps with VB .NET and Visual Studio .NET
- Exam 70-306: Developing and Implementing Windows Apps with VB .NET and Visual Studio .NET
- Exam 70-310: Developing XML Web Services and Server Components with VB .NET
- Exam 70-315: Developing and Implementing Web Applications with Visual C# .NET and Visual Studio .NET
- <u>Exam 70-316</u>: Developing and Implementing Windows Apps with Visual C# .NET and Visual Studio .NET
- Exam 70-320: Developing XML Web Services and Server Components with Visual C#
- Exam 70-330: Implementing Security for Applications with Visual Basic .NET
- Exam 70-340: Implementing Security for Applications with Visual C#, NET

#### MCITP - MCTS - Database

- Implementing a SQL Server 2005 Database
- Maintaining a SQL Server 2005 Database
- Designing a SQL Server 2005 Infrastructure
- Designing Security for SQL Server 2005
- Administering and Automating SQL Server 2005 Databases and Services 2005
- Troubleshooting and Optimizing Database Servers Using SQL Server
- Implementing Microsoft Office SharePoint Server 2007
- Exam 70-631: Configuring Microsoft Windows SharePoint Services 3.0
- Exam 70-441: Designing Database Solutions by Using Microsoft SQL Server 2005 Open License 6.0
- Exam 70-442: Designing and Optimizing Data Access by Using Microsoft SQL Server 2005
- 2597 Planning and Deploying Microsoft Systems Management Server 2003 Training
- 2783: Designing the Data Tier for Microsoft SQL Server 2005

#### MCSE

- <u>Exam 70-270</u>: Installing, Configuring, and Administering Microsoft Windows XP Professional
- Exam 70-282: Small Business Server
- Exam 70-284: Implementing and Managing Microsoft Exchange Server 2003
- Exam 70-285: Designing a Microsoft Exchange Server 2003 Organization
- Exam 70-290: Managing and Maintaining a Microsoft Windows Server 2003 Environment
- Exam 70-291: Implementing and Maintaining Windows 2003 Infrastructure
- Exam 70-292: MCSA 2003 Upgrade
- Exam 70-293: Planning and Maintaining a Microsoft Windows Server 2003 Network Infrastructure
- Exam 70-294: Planning and Implementing Windows 2003 Active Directory Infrastructure
- Exam 70-296: MCSE 2003 Upgrade
- Exam 70-297: Designing Windows 2003 Active Directory and Infrastructure
- Exam 70-298: Designing Security for Windows Server 2003 Network
- Exam 70-299: Implementing Security in Windows Server 2003 Network
- MOC 3910: Getting Started with Exchange Server 2007
- MOC 3911: Overview of Exchange Administration

- Core Web Application Development with Visual Studio 2005
- Advanced Web Application Development with Visual Studio 2005
- Core Data Access Development with Visual Studio 2005
- Advanced Data Access Development with Visual Studio 2005
- Core Windows Forms Technologies with Microsoft Visual Studio 2005
- Advanced Windows Forms Technologies with Microsoft Visual Studio

#### MCPD

- <u>Exam 70-551</u>: MCAD/MCSD Upgrade for Web Developers
- Exam 70-552: MCAD/MCSD Upgrade for Windows Developers
- <u>Exam 70-547</u>: Designing and Developing Web Applications by Using the Microsoft .NET Framework
- Exam 70-548: Designing and Developing Windows Applications by Using the Microsoft .NET Framework

#### **MCTS**

- Exam 70-536:.NET Framework 2.0 Application Development
- Exam 70-526: .NET Framework 2.0 Windows Client Developement
- Exam 70-528: .NET Framework 2.0 Web Client Development

#### CompTIA

- A+ Certification
- A+ : Essentials
- A+: IT Technician (220-602)
- A+: Remote Support Technician (220-603)
- A+ : Depot Technician (220-604)
- Network+ 2005
- Linux+ 2005
- Server+ 2005
- Security+

#### Cisco Systems

- CCNA: Cisco Certified Network Associate
- Cisco Wireless LAN Support Specialist
- CWNA: Certified Wireless Network Administrator
- CCNP: Cisco Certified Network Professional Suite
- Cisco Firewall Specialist
- <u>CCENT</u>: Cisco Certified Entry Networking Technician
- 642-901: Building Scalable Cisco Internetworks
- 642-812: Building Cisco Multilayer Switched
- 642-821: Building Cisco Remote Access Networks
- 642-825:Implementing Secure Converged Wide Area Networks
- 642-845:Optimizing Converged Cisco Networks
- 642-552: Securing Cisco Network Devices (SND)
- 642-523: Securing Networks with PIX and ASA

#### Security Training

- Shon Harris Series CISSP Platinum Edition:
- Certified Ethical Hacker (CEH)
- · Hacking, Penetration Testing and Countermeasures
- Designing Security for Windows Server 2003 Network (Exam 70-298)
- Implementing Security in Windows Server 2003 Network (Exam 70-299)

- Implementing Security for Applications with Visual Basic .NET (Exam 70-330)
- Security+
- Certified Wireless Network Administrator (CWNA)
- Strategic Infrastructure Security (SIS) Training by SCP
- Tactical Perimeter Defense Training by SCP
- End User Security Training
- Advanced End user security Training

### .NET Developers

#### Suites

- ASP.NET Training Suite for Visual Basic Developers
- ASP.NET Training Suite for C# Developers
- .NET Power Series for Visual Basic Developers
- .NET Power Series for C# Developers
- C# .NET Training Suite for Developers
- Visual Basic .NET Training Suite for Developers

#### ADO

Programming with Microsoft ADO.NET

#### ASP

- Developing XML Web Services Using ASP.NET: Concentration in Visual Basic .NET
- Developing XML Web Services Using ASP.NET: Concentration in C# .NET

#### C# (CSharp)

- Developing Windows Applications using C# .NET
- Developing XML Web Services Using ASP.NET: Concentration in C# .NET
- Exam 70-340: Implementing Security for Applications with Visual C# .NET
- MCAD: MS Certified Application Developer: Concentration in C# .NET
- MCSD: MS Certified Solution Developer: Concentration in C# .NET
- Programming with XML in the Microsoft .NET Framework: Concentration in C#

#### SQL Server 2000

- Exam 70-228: Installing, Configuring, and Administering SQL Server 2000 Enterprise Edition
- Exam 70-229: Designing and Implementing Databases with SQL Server 2000 Enterprise Edition

#### VB - (Visual Basic)

- Developing XML Web Services Using ASP.NET: Concentration in Visual Basic .NET
- Exam 70-330: Implementing Security for Applications with Visual Basic .NET
- MCAD: MS Certified Application Developer: Concentration in Visual Basic .NET

- MCSD: MS Certified Solution Developer: Concentration in Visual Basic .NET
- · Programming with XML in the Microsoft .NET Framework: Concentration in Visual Basic

#### Visual Studio

- Microsoft .NET Basics
- · Exploring Visual Studio .NET

#### **XML**

- Developing XML Web Services Using ASP.NET: Concentration in Visual Basic .NET
- Developing XML Web Services Using ASP.NET: Concentration in C# .NET
- Programming with XML in the Microsoft .NET Framework: Concentration in C#
- Programming with XML in the Microsoft .NET Framework: Concentration in Visual Basic

#### Suites

- MCITP: Database Administrator
- MCTS: MS Certified Technology Specialist: Concentration in SQL Server 2005
- Microsoft.NET 2005 Developer Series
- Microsoft.NET 2005 Power Suite for Developers
- SQL Server 2005 Suite

#### **ASP 2.0**

- Developing ASP.NET 2.0 Web Applications: Concentration in C# .NET
- Developing ASP.NET 2.0 Web Applications: Concentration in Visual Basic .NET

### C# (CSharp) 2005

- Developing ASP.NET 2.0 Web Applications: Concentration in C# .NET
- Developing Windows Apps Using C# 2005

#### COM+

Building COM+ Applications Using .NET Services

#### **SQL Server 2005**

- Administering and Automating SQL Server 2005 Databases and Services 2005
- Designing a SQL Server 2005 Infrastructure
- Designing Security for SQL Server 2005
- Implementing a SQL Server 2005 Database
- Maintaining a SQL Server 2005 Database
- SQL Server 2005 Upgrade for DB Developers
- SQL Server 2005 Upgrade for DB Admins
- Troubleshooting and Optimizing Database Servers Using SQL Server

#### VB (Visual Basic) 2005

Developing Windows Apps Using VB 2005

#### Visual Studio 2005

- What is New in Visual Studio .NET 2005
- Core Web Application Development with Visual Studio 2005
- Advanced Web Application Development with Visual Studio 2005
- Core Data Access Development with Visual Studio 2005
- Advanced Data Access Development with Visual Studio 2005
- Core Windows Forms Technologies with Microsoft Visual Studio 2005
- Advanced Windows Forms Technologies with Microsoft Visual Studio

### **Database Developers**

#### Suites

Crystal Reports 11 (Xi) Training Suite

#### Crystal Reports

- Crystal Report 11 Getting Started
- Crystal Report 11 Power Development

#### Oracle

Oracle 10g PL/SQL

### Graphic & Web Design

#### Adobe

- Introduction to Adobe Photoshop CS2
- Introduction to Adobe Illustrator CS2
- Introduction to Adobe Photoshop Web CS2

#### Macromedia

- Introduction to Macromedia Dreamweaver 8
- Introduction to Macromedia ColdFusion MX 7
- Introduction to Macromedia Flash 8

## Office Users

- Suites
- MOS 2003: Microsoft Office Specialist 2003
- MOS 2007: Microsoft Office Specialist 2007
- Computer Concepts
- Windows Vista Intro
- Windows Vista Intermediate
- Project Management
- ITIL: IT Infrastructure Library
- Microsoft Project 2003
- ITSM: IT Service Management

- PMP: Project Management Professional
- ٠
- Office XP
- Access XP Proficient
- Access XP Expert
- Excel XP Proficient
- Excel XP Expert
- Outlook XP Proficient
- Outlook XP Expert
- Word XP Proficient
- Word XP Expert
- Powerpoint XP Training

## **Office 2007**

- Access 2007
  - o Level 1
  - o Level 2
  - o Level 3
- Access New Features
- Excel 2007
  - o Level 1
  - o Level 2
  - o Level 3
- Excel New Features
- Outlook 2007
  - o Level 1
  - o Level 2
  - o Level 3
- Powerpoint 2007
  - o Level 1
  - o Level 2
- Powerpoint New Features
- Word 2007
  - o Level 1
  - o Level 2
  - o Level 3
- Word New Features

## Office 2003

- Access 2003 Proficient
- Access 2003 Expert
- Excel 2003 Proficient
- Excel 2003 Expert
- Outlook 2003 Proficient
- Outlook 2003 Expert
- Word 2003 Proficient
- Word 2003 Expert
- Frontpage 2003
- Powerpoint 2003
- Publisher 2003

## **New Courses:**

 Updating Your Skills from Microsoft Exchange Server 2000 or Microsoft Exchange Server 2003 to Microsoft Exchange Server 2007

- Introduction to Programming Microsoft .NET Framework Applications with MS VS 2005
- Programming with the Microsoft .NET Framework Using Microsoft Visual Studio 2005
- Introduction to Installing and Managing Exchange Server 2007
- Managing Messaging Security using Microsoft Exchange Server 2007
- Recovering Messaging Servers and Databases using Microsoft Exchange Server 2007
- Monitoring and Troubleshooting Exchange Server 20007
- Installing and Configuring the Windows Vista Operating System
- Configuring Windows Vista Mobile Computing and Applications
- Maintaining and Troubleshooting Windows Vista Computers
- Supporting the Windows Vista Operating System and Applications
- Microsoft Office Project 2007, Managing Projects
- Microsoft Project 2007, Managing Projects
- Updating your Network Infrastructure Technology Skills to Windows Server 2008
- Updating your Active Directory Technology Skills to Windows Server 2008
- Updating your Applications Platform Technology Skills to Windows Server 2008
- Deploying Windows Server 2008
- Fundamentals of Windows Server 2008 Network and Applications Infrastructure
- Configuring and Troubleshooting a Windows Server 2008 Network Infrastructure
- Fundamentals of Windows Server 2008 Active Directory
- Configuring and Troubleshooting Windows Server 2008 Active Directory Domain Services
- Configuring and Troubleshooting Identity and Access Solutions with Windows Server 2008 Active Directory
- Configuring and Troubleshooting Internet Information Services in Windows Server 2008
- Configuring and Troubleshooting Windows Server 2008 Terminal Services
- Managing and Maintaining Windows Server 2008 Servers
- Managing and Maintaining Windows Server 2008 Network Infrastructure Servers
- Managing and Maintaining Windows Server 2008 Active Directory Servers
- Designing a Windows Server 2008 Applications Infrastructure
- Visual Studio 2008: Windows Presentation Foundation VB or C#
- Visual Studio 2008: Windows Communication Foundation VB or C#
- 70-640:Configuring Windows Server 2008 Active Directory
- 70-642:Configuring Windows Server 2008 Network Infrastructure
- Managing Project Teams
- · Strategic Planning Skills
- Project Management Skills for Non-Project Managers

# Exhibit B

- LearningZone
  Apple I-Pod
  Apple I-Pod Touch
  CD Roms
- DVD Roms
- OnLine Hosting

#### **Dedicated Access Service Agreement**

This Dedicated Access Service Agreement (the "Agreement") is entered into as of this day of d

- 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 <u>Exhibit A</u> attached hereto (the "<u>Service</u>"). 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 <u>Exhibit A</u>, 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 "<u>Term</u>").
- 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:	TWC:	
Ву:	Ву:	
Name:	Name:	David Montierth
Title:	Title:	President of Commercial Services
Date:	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 11460 Warner Ave., Fountain Valley, CA 92708. The Service shall have the following capacity:

- dedicated fiber Internet Flat Rate Billing for 20Mbps bandwidth
- 100base-TX Ethernet handoff UTP, full duplex at customer premise.

Additional capacity (Mbps) and/or static IPs are extra.

	<u>Prices</u>					
BGP Set-up Feet	BGP Set-up Y	ÆS	NO _	_X	(please initial)	
Installation Fee:	\$1500.00 (wa	ived on renewa	i)			
Monthly Recurring Char	ōes:					
<u>Bandwidth</u>	<u>.</u>	<u>Term</u>	-	MRC	2	
20Mbps		24 months		\$198	30.00/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/

### 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 expresses 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.

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Letter of Agreement between
Chevron Products Company (CHEVRON)
El Segundo, CA,
and
Coastline Community College –
Coast Community College District (DISTRICT),
Costa Mesa, CA

CHEVRON agrees to pay DISTRICT the total amount of \$119,860.00 for the design, development, and delivery of six academic online courses in accordance with the attached scope of work. In addition, the DISTRICT will design, develop, and help deliver supplemental courses and workshops for CHEVRON'S refinery operations training. Through January 31, 2010, Seaport (Coastline's Course Management System) will host these courses and content for all enrolled Coastline students and up to 500 Chevron employees.

Payment will be divided into five equal installments of \$23,972.00 each upon completion and approval of the following project stages:

- ANALYSIS
- DESIGN
- DEVELOPMENT
- IMPLEMENTATION
- EVALUATION

Should any change in DISTRICT personnel, equipment or any other assets deemed necessary for the completion of this project take place, the agreement is null and void and CHEVRON shall only be liable for payment of materials delivered and approved as of that date. Should CHEVRON fail to pay DISTRICT for any materials delivered and approved within 30 days of said approval, DISTRICT may terminate agreement and demand payment for work completed and approved immediately.

This Agreement contains the entire understanding of CHEVRON and DISTRICT; there are no representations, covenants, or warranties other than those expressly stated herein.

Chevron Products Company	Coastline Community College/Coast Community College District
Date .	Date

#### SCOPE OF WORK

Purpose:

To design, develop, deliver, and evaluate an online educational program and corporate training system that will teach basic process technology knowledge and skills

Audience:

- 1) Potential Chevron employees: entry-level education for Chevron Process Technology candidates and community college students
- 2) Current Chevron employees: continuing training and performance improvement

Goals:

- » Make revisions to 3 existing PTEC online courses; design/develop 3 new PTEC online courses to begin delivery by August 31, 2009; design/develop 2 corporate field work courses; design/develop 2 corporate 2-day workshops; design of computer-based training prototype.
- » Increase student/trainee satisfaction, learning, and on-the-job performance
- » Increase teacher/trainer satisfaction and cost-effectiveness
- » Improve access to critical teaching/training tools

Strategy:

Repurpose existing learning assets for online delivery, allowing either self-directed or facilitated learning. "Classroom" instruction can focus on that which is more effectively taught/assessed in a face-to-face environment. Improve assessments and link more clearly to critical workplace competencies. Place approved teaching/training tools into Seaport course management system for quick and convenient access by learners and/or instructors.

Budget:

\$119,860.00

Schedule:

Now through January 31, 2010

#### PROJECT DESCRIPTION

- 1. Analysis: Coastline Community College's Coast Learning Systems (CLS) will meet with Chevron staff and conduct a brief needs assessment to confirm business goals, core competencies, and desired learning outcomes for this phase of the project. We will also help inventory existing learning assets that could be used for this project and gather other data as required. In addition, we will help identify/confirm metrics for eventual project evaluation.
- 2. Design: Working with Chevron employees and other subject matter experts, CLS will provide instructional design consulting services toward the update of three existing online courses and the creation of two new online courses in process technology for use in Coastline Community College's Process Technology (PT) Program and Chevron PT training:
  - Existing online courses, which require only minor modifications:
    - 1) PTEC 110 Introduction to Process Technology
    - 2) PTEC 111 Safety, Health, and the Environment
  - Existing online course, which require some revision to align with the new textbook:
    - 3) PTEC 113 Equipment

- New online courses to develop:
  - 4) PTEC 112 Quality Management
  - 5) PTEC 115 Process Technology III Operations
  - 6) PTEC 117 Instrumentation II

CLS will develop/confirm lesson breakdowns, learning objectives, and content outlines for each course. We will also design assessments for eventual learner evaluation.

- 3. Development: Given our need to begin delivery of these courses by August 31, 2009, the new course development will depend primarily on repurposing existing content owned by Chevron (or acquired with proper copyright/license agreements). Given the short schedule, CLS will create new content only to provide appropriate transitions or "scaffolding" from one learning asset to another within the course management system. We will also spend considerable time developing learning assessments for the courses. For the new courses to be developed, existing textbooks will be used as a basis for the course.
- 4. Implementation: CLS will upload the course elements into "Seaport," Coastline's proprietary online course management system, for delivery of content via the Internet. Coastline Community College will offer these courses during its Fall 2009 term; PTEC 113 Equipment will be offered to Chevron employees in the summer. Identical "sister" course websites will be created and/or maintained in Seaport for use in Chevron's internal employee training.
- 5. Evaluation: Through surveys, written tests, and performance tasks the course learning systems described above will evaluate our success at Kirkpatrick Level 1 (trainee reaction) and Level 2 (learning). As a part of the corporate fieldwork courses and workshops, CLS will also design Level 3 (transfer to the workplace) tools that can be implemented by Chevron employees. [Note: If desired, we can discuss the addition of Level 4 (business outcomes) evaluation.]

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June 22, 2009

AGENCIES, INC.

Janelle Leighton
Golden West College
Supervisor, International Student Program
15744 Golden West Street
Huntington Beach, CA 92647-2748

Dear Janelle,

We are pleased to present you with a proposal for Golden West College's International Student Medical Insurance Policy for 2009-2010.

Our proposal is underwritten by Anthem / Blue Cross Life and Health Insurance Company. They retain an A.M. Best rating of "A," which is considered "Excellent." The 2009-2010 premium will be \$92 per month per student.

The policy offers the following key features:

- \$1,000,000 lifetime maximum benefit
- \$250,000 maximum coverage per policy year
- \$100,000 per sickness or injury
- No deductible
- 100% coverage after \$25 co-pay (waived if GWC Health Center is utilized)
- 100% hospitalization coverage after \$100 co-pay (waived if GWC Health Center is utilized)
- Largest selection of doctors and hospitals
- Women's wellness care
- Emotional and mental disorder coverage
- Repatriation and medical evacuation coverage
- Prescription drugs reimbursed at 50%
- Complies with all civil rights codes, including Title IX (pregnancy coverage)
- A toll free 800 number available for students to use regarding claims; our web site lets students access claims information, providers, and print duplicate ID cards
- Prompt claims processing, personalized and caring service

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Please do not hesitate to contact us if you have any questions regarding this proposal.

Golden West College



## **Golden West College**

## International Student Health PPO Plus CERTIFICATE OF COVERAGE

#### **BLANKET STUDENT ACCIDENT AND SICKNESS INSURANCE**

POLICY NO. B-1036-08 ("the Policy")

Policyholder:

Golden West College

Policyholder's Effective Date:

August 1, 2008

Eligible Participant:

See Identification Card Issued to Participant

**Eligible Dependents:** 

See Identification Card Issued to Participant

**Coverage Start Date:** 

See Identification Card Issued to Participant

This Certificate refers to an Eligible Participant and an Eligible Dependent as a "Covered Person," and to BC Life & Health Insurance Company as "Insurer." The Policy will be administered on behalf of the Insurer by Worldwide Services Insurance Agency ("the Administrator").

This Certificate replaces all certificates previously issued to the Eligible Participant as evidence of coverage under the Policy.

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#### SECTION 1 SCHEDULE OF BENEFITS ELIGIBLE CLASSES

The Classes eligible for coverages available under the Policy are shown below. The coverages applicable to a Policyholder are as shown in the Schedule of Benefits in the Certificate provided to the Policyholder.

Class I:

All regular, full-time Eligible Participants of the Policyholder and their Eligible Dependents.

All benefits and limits are stated per Covered Person

#### SCHEDULE OF BENEFITS - TABLE 1

		Limits - Covered Person	
COVERAGE A – Medical Expenses			
Lifetime Maximum Benefit	\$1,000,000		
Policy Year Maximum Benefits	\$250,000		
Maximum Benefit per Injury or Sicknesses	\$100,000		
Policy Year Out-of-Pocket Limit	After the Covered Person reaches an Out-of-Pocket \$2,500 limit, Insurer pays Reasonable Expenses at 100% up to the applicable maximum in the Schedule of Benefits. Copayments and amounts above the maximums do not apply toward the Out-of-Pocket Limit.		
COVERAGE B – Accidental Death and Dismemberment	Maximum Benefit Principal Sum up to \$10,000	Maximum Benefit Principal Sum up to \$5,000	Maximum Benefit Principal Sum up to \$1,000
COVERAGE C – Repatriation of Remains	Maximum Benefit up to \$15,000		
COVERAGE D – Medical Evacuation	Maximum Lifetime Benefit for all Evacuations up to \$50,000		
COVERAGE E – Bedside Visit	Up to a maximum benefit of \$1,000 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one (1) person.		

#### SCHEDULE OF BENEFITS - TABLE 2 COVERAGE A - MEDICAL EXPENSES

	Prudent Buyer Plan Participating Provider Limits	Non-Participating Provider Limits
Physician Office Visits*	No Deductible, 100% of Negotiated Rates after \$25 Copayment per visit	75% of Reasonable Expenses
Inpatient Hospital Services	100% of Negotiated Rates after \$100 Copayment per visit	75% of Reasonable Expenses
Hospital and Physician Outpatient Services	100% of Magatisted Rates after \$100	75% of Reasonable Expenses

<sup>\*</sup>All Copayments are waived if treatment is received at a Recognized Student Health Center or if the initial treatment is received at a Recognized Student Health Center.

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If a Covered Person requires emergency treatment of an Injury or Sickness and incurs Covered Medical Expenses at a non-Participating Provider, Covered Medical Expenses for the Emergency Medical Care rendered during the course of the emergency will be treated as if they had been incurred at a Participating Provider.

If a Covered Person incurs Covered Medical Expenses for services or supplies that are not of the type provided by any Participating Provider, these Covered Medical Expenses will be treated as if they had been incurred at a Participating Provider.

## SCHEDULE OF BENEFITS - TABLE 3 COVERAGE A - MEDICAL EXPENSE BENEFITS

#### BENEFITS LISTED BELOW ARE SUBJECT TO

- 1. TABLE 1 LIFETIME MAXIMUMS, ANNUAL MAXIMUMS, MAXIMUMS PER INJURY AND SICKNESS, COINSURANCE, OUT-OF-POCKET MAXIMUMS;
- 2. TABLE 2 PLAN TYPE LIMITS

MEDICAL EXPENSE	Limits – Covered Person
Maternity Care for a Covered Pregnancy	Covered Medical Expenses
Inpatient treatment of mental and nervous disorders including Drug and Alcohol Abuse	Covered Medical Expenses for up to 30 days per Policy Year
Outpatient treatment of mental and nervous disorders including Drug and Alcohol Abuse	Covered Medical Expenses up to \$1,500 Maximum per Policy Year
Outpatient back and spine treatment (including modalities)	Covered Medical Expenses up to \$1,000 Maximum per Policy Year with a \$50 per visit Maximum and a Maximum of 3 visits per week
Therapeutic or elective termination of pregnancy	Covered Medical Expenses up to \$500 In PPO Maximum per Policy Year or up to \$400 Outside PPO Maximum per Policy Year
Routine nursery care of a newborn child of a covered pregnancy	Covered Medical Expenses up to \$750 Maximum In PPO or \$500 Maximum Outside PPO per Policy Year
Annual cervical cytology screening for women 18 years of Age and older	Covered Medical Expenses
Low dose mammography screening one baseline mammogram and one mammogram per year	Covered Medical Expenses
Medical treatment arising from participation in intercollegiate, club or interscholastic sports	Covered Medical Expenses up to \$10,000 Maximum per Policy Year. Injuries from participation in intramural sports are covered as any other Injury
Repairs to sound, natural teeth required due to an Injury	100% of Covered Medical Expenses up to \$500 Maximum per Policy Year and \$100 Maximum per tooth
Outpatient prescription drugs including oral and Norplant contraceptives	50% of actual charge
Medical treatment received in the Home Country, if NOT covered by Other Plan	100% of Covered Medical Expenses up to \$1,000 Maximum per lifetime

## SECTION 2 DESCRIPTION OF COVERAGES COVERAGE A – MEDICAL EXPENSES

A. What the Insurer Pays for Covered Medical Expenses: If a Covered Person incurs expenses while insured under the Policy due to an Injury or a Sickness, the Insurer will pay the Reasonable Expenses for the Covered Medical Expenses listed below. All Covered Medical Expenses incurred as a result of the same or related cause, including any Complications, shall be considered as resulting from one Sickness or Injury. The lifetime Maximum Benefit payable for all claims for any one Covered Person will not exceed \$1,000,000. The Policy Year Maximum Benefit payable for all claims for any one Covered Person will not exceed \$250,000. The Lifetime Maximum Benefit for any one Covered Person will not exceed \$100,000 for any one Sickness or Injury. Benefits are subject to the Coinsurance and Maximum Benefits stated in the Schedule of Benefits, specified benefits and limitations set forth under Covered Medical Expenses, the General Policy Exclusions, the Pre-Existing Condition Limitation, the Recognized Student Health Center provision and all other limitations and provisions of the Policy.

B. Covered General Medical Expenses and Limitations: Covered Medical Expenses are limited to either the Negotiated Rates or the Reasonable Expenses incurred for services, treatments and supplies listed below. All benefits are per Injury or Sickness unless stated otherwise.

No Medical Treatment Benefit is payable for Covered Medical Expenses incurred after the Covered Person's insurance terminates as stated in the Period of Coverage provision. However, if the Covered Person is in a Hospital on the date the insurance terminates, the Insurer will continue to pay the Medical Treatment Benefits until the earlier of the date the Confinement ends or 31 days after the date the insurance terminates.

If the Covered Person was insured under a group policy administered by the Administrator immediately prior to the Policy Effective Date, the Insurer will pay the Medical Treatment Benefits for a Covered Injury or a Covered Sickness such that there is no interruption in the Covered Person's insurance.

If the Covered Person was insured under a group policy previously offered to a Policyholder immediately prior to Policy Effective Date of a group policy administered by the Administrator, the Insurer will pay the Medical Treatment Benefits for a Covered Injury or a Covered Sickness such that there is no interruption in the Covered Person's insurance so long as there was continuous coverage from the previous policy to the current policy.

- 1. Physician office visits.
- 2. Hospital Services: Inpatient Hospital services and Hospital and Physician Outpatient services consist of the following: Hospital room and board, including general nursing services; medical and surgical treatment; medical services and supplies; Outpatient nursing services provided by an RN, LPN or LVN; local, professional ground ambulance services to and from a local Hospital for Emergency Hospitalization and Emergency Medical Care; x-rays; laboratory tests; prescription medicines; artificial limbs or prosthetic appliances, including those which are functionally necessary; the rental or purchase, at the Insurer's option, of Durable Medical Equipment for therapeutic use, including repairs and necessary maintenance of purchased equipment not provided for under a manufacturer's warranty or purchase agreement.

The Insurer will not pay for Hospital room and board charges in excess of the prevailing semi-private room rate unless the requirements of Medically Necessary treatment dictate accommodations other than a semi-private room.

3. Recognized Student Health Centers: If there is a charge for visits to, or medical services, treatments and supplies received from, a Recognized Student Health Center for an Injury or a Sickness, benefits for those visits, medical services, treatments and supplies will be paid at 100% of Reasonable Expenses with no Copayment or Deductible.

If the Recognized Student Health Center is not able to treat the Covered Person, it will refer the Covered Person to a Participating Provider. If the Covered Person uses the Participating Provider, medical benefits are paid according to the "Prudent Buyer Plan Participating Provider" schedule. If the Covered Person chooses not to use the Participating Provider, medical benefits are paid according to the "Non-Participating Provider" schedule.

- C. Additional Covered General Medical Expenses and Limitations: These additional Covered Medical Expenses are limited to the Reasonable Expenses incurred for services, treatments and supplies listed below. All benefits are per Injury or Sickness unless stated otherwise.
  - 1. Pregnancy: The Insurer will pay the actual expenses incurred as a result of pregnancy, childbirth, miscarriage, or any Complications resulting from any of these, except to the extent shown in the Schedule of Benefits. Pregnancy benefits will also cover a period of hospitalization for maternity and newborn infant care for:
    - a) a minimum of 48 hours of inpatient care following a vaginal delivery; or
    - b) a minimum of 96 hours of inpatient care following delivery by cesarean section.

If the physician, in consultation with the mother, determines that an early discharge is medically appropriate, the Insurer shall provide coverage for post-delivery care, within the above time limits, to be delivered in the patient's home, or, in a provider's office, as determined by the physician in consultation with the mother. The at-home post-delivery care shall be provided by a registered professional nurse, physician, nurse practitioner, nurse midwife or physician assistant experienced in maternal and child health, and shall include:

- a) Parental education;
- b) Assistance and training in breast or bottle feeding; and
- c) Performance of any Medically Necessary and clinically appropriate tests, including the collection of an adequate sample for hereditary and metabolic newborn screening.
- 2. Annual cervical cytology screening for cervical cancer and its precursor states for women 18 years of Age and older: The cervical cytology screening includes an annual pelvic examination, collection and preparation of a Pap smear and laboratory and diagnostic services in connection with examining and evaluating the Pap smear.

- 3. Mammography screening, when screening for occult breast cancer is recommended by a Physician: Coverage is
  - a) female Covered Persons are allowed one baseline mammogram;
    - female Covered Persons are allowed a screening mammogram annually.
- Colorectal cancer screenings: Colorectal screenings shall be in compliance with the American Cancer Society colorectal cancer screening guidelines.
- 5. Diabetic Supplies/Education: Coverage shall be provided for the Medically Necessary prescription, equipment and supplies for the management and treatment of insulin using diabetes, non-insulin using diabetes, and gestational diabetes as Medically Necessary (even if the items are available without a prescription):
  - a) Insulin;

b)

- b) Prescription medications for the treatment of diabetes;
- c) Glucagon;
- d) Blood glucose monitors and blood glucose testing strips;
- e) Blood glucose monitors designed to assist the visually impaired;
- f) Insulin pumps and all related necessary supplies;
- q) Ketone urine testing strips;
- h) Lancets and lancet puncture devices;
- Pen delivery systems for the administration of insulin;
- j) Podiatric devices to prevent or treat diabetes-related complications;
- k) Insulin syringes;
- Visual aids, excluding eyewear, to assist the visually impaired with proper dosing of insulin;

In addition, coverage shall include diabetes outpatient self-management training, education, and medical nutrition therapy necessary to enable a Covered Person to properly use the equipment, supplies, and medications set forth above and additional diabetes outpatient self-management training, education, and medical nutrition therapy upon the direction or prescription of those services by the Covered Person's Physician.

The diabetes outpatient self-management training, education, and medical nutrition therapy services set forth above shall be provided by appropriately licensed or registered health care professionals as prescribed by a health care professional legally authorized to prescribe the services.

- **6. Prostate screening tests:** Coverage shall be provided for Prostate Specific Antigen tests and the Office Visit associated with this test when ordered by the Covered Person's Physician or nurse practitioner.
- 7. Other Cancer Screening Tests. Services and supplies provided in connection with all generally medically accepted cancer screening tests. This coverage is provided according to the terms and conditions of this Plan that apply to all other medical conditions.
- 8. Cancer Clinical Trials. A Covered Person diagnosed with cancer and accepted into a phase I, phase II, phase III, or phase IV clinical trial for cancer will be covered for all routine patient care costs related to the clinical trial if the Covered Person's treating Physician recommends participation in the clinical trial after determining that participation in the clinical trial has a meaningful potential to benefit the Covered Person. For purposes of this benefit, a clinical trial's endpoints shall not be defined exclusively to test toxicity, but shall have a therapeutic intent.

"Routine patient care costs" means the costs associated with the provision of health care services, including drugs, items, devices, and services that would otherwise be covered under the Policy if those drugs, items, devices, and services were not provided in connection with an approved clinical trial program, including the following:

- a) Health care services typically provided absent a clinical trial.
- b) Health care services required solely for the provision of the investigational drug, item, device, or service.
- c) Health care services required for the clinically appropriate monitoring of the investigational item or service.
- d) Health care services provided for the prevention of complications arising from the provision of the investigational drug, item, device, or service.
- Health care services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device, or service, including the diagnosis or treatment of the complications.

"Routine patient care costs" do not include the costs associated with the provision of any of the following:

- Drugs or devices that have not been approved by the federal Food and Drug Administration and that are associated with the clinical trial.
- b) Services other than health care services, such as travel, housing, companion expenses, and other nonclinical expenses, that a Covered Person may require as a result of the treatment being provided for purposes of the clinical trial.
- c) Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient.
- d) Health care services which, except for the fact that they are not being provided in a clinical trial, are otherwise specifically excluded from coverage under the Policy.
- e) Health care services customarily provided by the research sponsors free of charge for any enrollee in the trial.
- The treatment shall be provided in a clinical trial that either: (1) involves a drug that is exempt under federal regulations from a new drug application; or (2) that is approved by one of the following:
  - One of the National Institutes of Health.
  - ii) The federal Food and Drug Administration, in the form of an investigational new drug application.
  - iii) The United States Department of Defense.
  - iv) The United States Veterans' Administration.

In the case of health care services provided by a Participating Provider, the payment rate shall be at the agreed-upon rate. In the case of a Non-Participating Provider, the payment shall be at the negotiated rate the Insurer would otherwise pay to a Participating Provider for the same services, less applicable copayments and deductibles. The Insurer may restrict coverage for clinical trials to Hospitals and Physicians in California unless the protocol for the clinical trial is not provided for at a California Hospital or by a California Physician.

- 9. Outpatient Prescription Drugs: If prescription drugs are covered, such will include FDA approved prescription contraceptives, including injectable and implantable methods administered in a Physician's office.
- Child Preventive and Primary Care Services: Coverage for preventive and primary care services, including physical examinations, measurements, sensory screening, neuro-psychiatric evaluation, and development screening, which coverage shall include unlimited visits for children up to the age 12 years, and 3 visits per year for minor children ages 12 years up to 18 years of age, and 1 visit per year for covered children 19 and 20 years of age. Preventive and primary care services shall also include, as recommended by the physician, hereditary and metabolic screening at birth, newborn hearing screenings, immunizations, urinalysis, tuberculin tests, and hematocrit, hemoglobin, and other appropriate blood tests, including tests to screen for sickle hemoglobinopathy.
- 11. Certain Dental Procedures on Children: Coverage is provided for general anesthesia and associated facility charges for dental procedures rendered in a Hospital or surgery center setting, when the clinical status or underlying medical condition of the Covered Person requires dental procedures that ordinarily would not require general anesthesia to be rendered in a Hospital or surgery center setting.

This benefit shall apply only to general anesthesia and associated facility charges and for only the following Covered Persons:

- a) Covered Persons who are under seven years of age.
- b) Covered Persons who are developmentally disabled, regardless of age.
- c) Covered Persons whose health is compromised and for whom general anesthesia is Medically Necessary, regardless of age.

No benefits are payable for the dental procedure itself or the professional fee of the dentist. Coverage for anesthesia and associated facility charges shall be subject to all other terms and conditions of the Policy that apply generally to other benefits.

In addition, no coverage is provided for anesthesia or related facility charges for dental procedures that would ordinarily require general anesthesia, except for those Covered Persons described above.

- 12. Breast Reconstruction due to Mastectomy: If breast reconstruction is provided in connection with a covered mastectomy, benefits will also be provided for Covered Medical Expenses for the following:
  - Reconstruction of the breast on which the mastectomy has been performed;
  - b) Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - c) Prostheses; and
  - d) Treatment for physical complications of all stages of mastectomy, including lymphedemas.

- 13. Reconstructive Surgery: Coverage includes reconstructive surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease in order to do either of the following:
  - a) To improve function.
  - b) To create a normal appearance, to the extent possible.

However, this benefit shall not be construed to provide coverage for cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve the patient's appearance.

- 14. Laryngectomy; prosthetic devices: Coverage is provided for prosthetic devices necessary to restore a method of speaking for the Covered Person incident to a laryngectomy. This includes initial and subsequent prosthetic devices including installation accessories pursuant to a Physician's order. (Prosthetic devices do not include electronic voice producing machines);
- **15. Osteoporosis:** Coverage shall include services related to diagnosis, treatment, and appropriate management of osteoporosis, including bone mass measurement technologies as deemed medically appropriate.
- Phenylketonuria (PKU): Coverage shall include testing and treatment of phenylketonuria (PKU), including those formulas and special food products that are part of a diet prescribed by a licensed Physician and managed by a health care professional in consultation with a Physician who specializes in the treatment of metabolic disease and who is authorized by the Insurer provided that the diet is deemed Medically Necessary to avert the development of serious physical or mental disabilities or to promote normal development or function as a consequence of phenylketonuria (PKU). Coverage is provided only to the extent that the cost of necessary formulas and special food products exceeds the cost of a normal diet.
- 17. Hormone Replacement Therapy: If prescription drugs are covered, such coverage will include expenses incurred for hormone replacement therapy that is prescribed or ordered for treating symptoms and conditions of menopause.
- **18. Severe Mental Illness:** Coverage shall include the diagnosis and Medically Necessary treatment of severe mental illness of a Covered Person of any age, and of serious emotional disturbances of a child, including the following:
  - a) Outpatient services;
  - b) Inpatient hospital services;
  - c) Partial hospital services; and
  - d) Prescription drugs, if the policy includes coverage for prescription drugs.

As used here, "severe mental illness" includes:

- a) Schizophrenia;
- b) Schizoaffective disorder;
- c) Bipolar disorder (manic-depressive illness);
- d) Major depressive disorders;
- e) Panic disorder;
- f) Obsessive-compulsive disorder;
- q) Pervasive developmental disorder or autism;
- h) Anorexia nervosa; and
- Bulimia nervosa;

"Serious emotional disturbances of a child" means a child who: (1) has one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms; and (2) who meets the criteria in paragraph (2) of subdivision (a) of Section 5600.3 of the Welfare and Institutions Code.

- 19. Jawbone surgery: Coverage shall include surgical procedures for those covered conditions directly affecting the upper or lower jawbone, or associated bone joints, if each procedure being considered for reimbursement is deemed Medically Necessary by the Insurer. This benefit will not affect any applicable exclusion pertaining to dental services other than as stated herein.
- **20. Second Surgical Opinions and Telemedicine:** The coverage provided under the Policy will include second surgical opinions and Telemedicine services.

D. Home Country Coverage: Expenses incurred within the Covered Person's Home Country while insured under the Policy will be considered as Covered Medical Expenses up to the limits stated in the Schedule of Benefits.

Payment is subject to the Limitations and Conditions on Eligibility for Benefits provision.

## SECTION 3 COVERAGE B - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Insurer will pay the benefit stated below if a Covered Person sustains an Injury in the Country of Assignment resulting in any of the losses stated below within 365 days after the date the Injury is sustained:

Loss	Benefit
Loss of life	100% of the Principal Sum
Loss of one hand	50% of the Principal Sum
Loss of one foot	50% of the Principal Sum
Loss of sight in one eye	50% of the Principal Sum

Loss of one hand or loss of one foot means the actual severance through or above the wrist or ankle joints. Loss of the sight of one eye means the entire and irrecoverable loss of sight in that eye.

If more than one of the losses stated above is due to the same Accident, the Insurer will pay 100% of the Principal Sum. In no event will the Insurer pay more than the Principal Sum for loss to the Covered Person due to any one Accident.

The Principal Sum is stated in Table 1 of the Schedule of Benefits.

## SECTION 4 COVERAGE C - REPATRIATION OF REMAINS BENEFIT

If a Covered Person dies, the Insurer will pay the necessary expenses actually incurred, up to the Maximum Limit shown in the Schedule of Benefits, for the repatriation of the Covered Person's remains to his/her Home Country. This benefit covers the legal minimum requirements for the transportation of the remains. It does not include the transportation of anyone accompanying the body or visitation or funeral expenses. Any expenses for repatriation of remains require the Insurer's or the Administrator's prior approval.

If an Injury or a Sickness results in the Covered Person's loss of life outside his/her Home Country, the Insurer will pay the Reasonable Expense incurred for cremation or for preparation of the body for burial in, and for transportation of the body to, the Home Country up to the maximum stated for this benefit in Table 1 of the Schedule of Benefits. Payment of this benefit is subject to the Limitations and Conditions on Eligibility for Benefits. No benefit is payable if the death occurs after the Period of Coverage Termination Date. However, if the Covered Person is Hospital Confined on the Period of Coverage Termination Date, eligibility for this benefit continues until the earlier of the date the Covered Person's Confinement ends or 31 days after the Period of Coverage Termination Date. The Insurer will not pay any claims under this provision unless the expense has been approved by either the Insurer or the Administrator before the body is prepared for transportation.

## SECTION 5 COVERAGE D - MEDICAL EVACUATION BENEFIT

If a Covered Person sustains an Injury or suffers a sudden Sickness while traveling outside his/her Home Country, the Insurer will pay the Medically Necessary expenses incurred, up to the lifetime Maximum Limit for all medical evacuations shown in Table 1 of the Schedule of Benefits, for a medical evacuation to the nearest Hospital, appropriate medical facility or back to the Covered Person's Home Country. Transportation must be by the most direct and economical route. However, before the Insurer makes any payment, it requires written certification by the attending Physician that the evacuation is Medically Necessary. Any expenses for medical evacuation require the Insurer's or the Administrator's prior approval. No benefits are payable under any other provision of the Policy for expense incurred by the Covered Person on and after the date of the evacuation.

With respect to this provision only, the following is in lieu of the Policy's Extension of Benefits provision: No benefits are payable for Reasonable Expenses incurred after the date the Covered Persons insurance under the Policy terminates. However, if on the date of termination the Covered Person is Hospital Confined, then coverage under this benefit provision continues until the earlier of the date the Hospital Confinement ends or the end of the 31st day after the date of termination.

## SECTION 6 COVERAGE E – BEDSIDE VISIT BENEFIT

If the Covered Person is Hospital Confined due to an Injury or Sickness for more than seven (7) days while traveling outside his/her Home Country, the Insurer will pay a maximum benefit of up to \$1,000 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one person designated by the Covered Person. With respect to any one trip, this benefit is payable only once for that trip, regardless of the number of Covered Persons on that trip. No more than one (1) visit may be made during any 12-month period. No benefits are payable under this provision prior to the end of the seven (7) day Hospital Confinement. No benefits are payable unless the trip is approved in advance by the Administrator.

## SECTION 7 PRE-EXISTING CONDITION LIMITATION

The Insurer does not pay benefits for loss due to a Pre-Existing Condition during the first 6 months of coverage. Pre-Existing Conditions will be covered after the Covered Person's coverage has been in force for 6 months. This limitation does not apply to a child born to or newly adopted by an enrolled Participant or their spouse, or to conditions of pregnancy. Also, if you were covered under Creditable Coverage, the time spent under the creditable coverage will be used to satisfy, or partially satisfy, the six-month period.

As used here, Creditable Coverage means coverage provided under:

- A self-funded or self-insured employee welfare benefit plan that provides health benefits and that is established in accordance with the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 et seq.);
- b. A group health benefit plan provided by a health insurance carrier or health maintenance organization;
- c. An individual health insurance policy or evidence of coverage;
- d. Part A or Part B of Title XVIII of the Social Security Act (42 U.S.C. Section 1395c et seq.);
- e. Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.), other than coverage consisting solely of benefits under Section 1928 of that Act (42 U.S.C. Section 1396s);
- f. Chapter 55, Title 10, United States Code (10 U.S.C. Section 1071 et seq.);
- g. A medical program of the Indian Health Service or of a tribal organization;
- h. A state or political subdivision health benefits risk pool;
- i. A health plan offered under Chapter 89, Title 5, United States Code (5 U.S.C. Section 8901 et seq.);
- i. A public health plan as defined by federal regulations;
- k. A health benefit plan under Section 5 (e), Peace Corps Act (22 U.S.C. Section 2504(e)).

This limitation does not apply to the Medical Evacuation Benefit, the Repatriation of Remains Benefit and to the Bedside Visit Benefit.

## SECTION 8 GENERAL POLICY EXCLUSIONS

Unless specifically provided for elsewhere under the Policy, the Policy does not cover loss caused by or resulting from, nor is any premium charged for, any of the following:

- 1. Preventative medicines, routine physical examinations, or any other examination where there are no objective indications of impairment in normal health.
- Services and supplies not Medically Necessary for the diagnosis or treatment of a Sickness or Injury.
- 3. Surgery for the correction of refractive error and services and prescriptions for eye examinations, eye glasses or contact lenses or hearing aids, except when Medically Necessary for the Treatment of an Injury.
- 4. Plastic or cosmetic surgery, unless they result directly from an Injury which necessitated medical treatment within 24 hours of the Accident.
- 5. For diagnostic investigation or medical treatment for infertility, fertility, or birth control.
- 6. Expenses incurred for Injury resulting from the Covered Person being legally intoxicated or under the influence of alcohol as defined by the jurisdiction in which the Accident occurs. This exclusion does not apply to the Medical Evacuation Benefit, to the Repatriation of Remains Benefit and to the Bedside Visit Benefit.
- 7. Voluntarily using any drug, narcotic or controlled substance, unless as prescribed by a Physician. This exclusion does not apply to the Medical Evacuation Benefit, to the Repatriation of Remains Benefit and to the Bedside Visit Benefit.
- Organ or tissue transplant.

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- Participating in an illegal occupation or committing or attempting to commit a felony.
- 10. For treatment, services, supplies, or Confinement in a Hospital owned or operated by a national government or its agencies. (This does not apply to charges the law requires the Covered Person to pay.)

- 11. While traveling against the advice of a Physician, while on a waiting list for a specific treatment, or when traveling for the purpose of obtaining medical treatment.
- 12. The diagnosis or treatment of Congenital Conditions, except for a newborn child insured under the Policy.
- Treatment to the teeth, gums, jaw or structures directly supporting the teeth, including surgical extraction's of teeth, temporomandibular joint (TMJ) dysfunction or skeletal irregularities of one or both jaws including orthognathia and mandibular retrognathia, except for repairs to sound natural teeth due to an Injury or as specifically stated in "Certain Dental Procedures on Children" and "Jawbone surgery," respectively, (see Section 2, Description of Coverages, Coverage A Medical Expenses).
- Expenses incurred in connection with weak, strained or flat feet, corns or calluses.
- Diagnosis and treatment of acne and sebaceous cyst.
- 16. Deviated nasal septum, including submucous resection and/or surgical correction, unless treatment is due to or arises from an Injury.
- 17. Self-inflicted Injuries while sane or insane; suicide, or any attempt thereat while sane or insane. This exclusion does not apply to the Medical Evacuation Benefit, to the Repatriation of Remains Benefit and to the Bedside Visit Benefit.
- 18. Loss due to war, declared or undeclared; service in the armed forces of any country or international authority; riot; civil commotion; or acts of terrorism.
- 19. Riding in any aircraft, except as a passenger on a regularly scheduled airline or charter flight.
- 20. Loss arising from participation in professional sports, scuba diving, hang-gliding, parachuting or bungee jumping.
- 21. Medical Treatment Benefits provision for loss due to or arising from a motor vehicle Accident if the Covered Person operated the vehicle without a proper license in the jurisdiction where the Accident occurred.
- 22. Under the Accidental Death and Dismemberment provision, for loss of life or dismemberment for or arising from an Accident in the Covered Person's Home Country.
- 23. Expenses incurred as a result of pregnancy that is not covered.

## SECTION 9 DEFINITIONS

Unless specifically defined elsewhere, wherever used in the Policy, the following terms have the meanings given below.

**Accident (Accidental)** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Covered Person is insured under the Policy.

Age means the Covered Person's attained age.

**Alcohol Abuse** means any pattern of pathological use of alcohol that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Ambulatory Surgical Facility** means an establishment which may or may not be part of a Hospital and which meets the following requirements:

- 1. Is in compliance with the licensing or other legal requirements in the jurisdiction where it is located;
- 2. Is primarily engaged in performing surgery on its premises;
- 3. Has a licensed medical staff, including Physicians and Registered Nurses;
- 4. Has permanent operating room(s), recovery room(s) and equipment for Emergency Medical Care; and
- Has an agreement with a Hospital for immediate acceptance of patients who require Hospital care following treatment in the Ambulatory Surgical Facility.

**Coinsurance** means the ratio by which the Covered Person and the Insurer share in the payment of Reasonable Expenses for Medically Necessary treatment. The percentage the Insurer pays is stated in the Schedule of Benefits.

**Complications** means a secondary condition, an Injury or a Sickness that develops or is in conjunction with an already existing Injury or Sickness.

Confinement (Confined) means the continuous period a Covered Person spends as an Inpatient in a Hospital due to the same or related cause.

Congenital Condition means a condition that existed at or has existed from birth, including, but not limited to, congenital diseases or anomalies that cause functional defects.

**Copayment** means the dollar amount of Reasonable Expenses for Medically Necessary services, treatments and supplies which the Insurer does not pay and which the Covered Person is responsible for paying. The dollar amount which the Covered Person must pay is stated in the Schedule of Benefits.

Country of Assignment means the country for which the Eligible Participant has a valid passport and, if required, a visa, and in which he/she is undertaking an educational activity.

Covered Medical Expense means an expense actually incurred by or on behalf of a Covered Person for those services and supplies which are:

- administered or ordered by a Physician;
- 2. Medically Necessary to the diagnosis and treatment of an Injury or Sickness;
- are not excluded by any provision of the Policy; and incurred while the Covered Person's insurance is in force under the Policy, except as stated in the Extension of Benefits provision. A Covered Medical Expense is deemed to be incurred on the date such service or supply which gave rise to the expense or charge was rendered or obtained. Covered Medical Expenses are listed in Table 3 and described in Section 3.

**Covered Person** means an Eligible Participant and any Eligible Dependents as described in the appropriate eligibility section, for whom premium is paid and who is covered under the Policy.

**Drug Abuse** means any pattern of pathological use of a drug that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

#### Durable Medical Equipment means medical equipment which:

- Is prescribed by the Physician who documents the necessity for the item including the expected duration of its use;
- Can withstand long term repeated use without replacement;
- Is not useful in the absence of Injury or Sickness; and
- Can be used in the home without medical supervision.

The Insurer will cover charges for the purchase of such equipment when the purchase price is expected to be less costly than rental.

**Eligible Dependent:** An Eligible Dependent may be the Eligible Participant's lawful spouse and/or his/her unmarried children under age 19 who are chiefly dependent upon the Eligible Participant for support and maintenance. The term "child/children" includes a natural child, a legally adopted child, a stepchild, and a child who is dependent on the Eligible Participant during any waiting period prior to finalization of the child's adoption. The Eligible Dependent is one who

- With a similar visa or passport, accompanies the Eligible Participant while that person is engaged in international educational
  activities; and
- 2. Is temporarily located outside the Eligible Participant's Home Country as a non-resident alien; and
- Has not obtained permanent residency status.

#### Eligible Participant means a person who:

- 1. Is engaged in international educational activities; and
- 2. Is temporarily located outside his/her Home Country as a non-resident alien; and
- Has not obtained permanent residency status.

#### Emergency Hospitalization and Emergency Medical Care means hospitalization or medical care:

- 1. That is provided for an Injury or a Sickness caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
- 2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - a. The Covered Person's health would be placed in serious jeopardy.
  - b. There would be serious impairment of the Covered Person's bodily functions.
  - There would be serious dysfunction of any of the Covered Person's bodily organs or parts.

**Enrollment Period** is a period of time each quarter -semester - school year - year that an Eligible Participant can change his/her Plan options. An Eligible Participant can also add or drop Eligible Dependents if he/she needs to. Talk to the Policyholder about when Open Enrollment takes place.

**Experimental or Investigational** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered. The Insurer will make the final determination as to what is experimental or investigational.

**Home Country** means the Covered Person's country of domicile named on the enrollment form or the roster, as applicable. However, the Home Country of an Eligible Dependent who is a child is the same as that of the Eligible Participant.

#### Hospital means a facility that:

- 1. Is primarily engaged in providing by, or under the supervision of doctors of medicine or osteopathy, Inpatient services for the diagnosis, treatment, and care, or rehabilitation of persons who are sick, injured; or disabled;
- 2. Is not primarily engaged in providing skilled nursing care and related services for persons who require medical or nursing care;

3. Provides 24 hours nursing service; and

 Is licensed or approved as meeting the standards for licensing by the state in which it is located or by the applicable local licensing authority.

**Injury** means bodily injury caused directly by an Accident. It must be independent of all other causes. To be covered, the Injury must first be treated while the Covered Person is insured under the Policy. A Sickness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of a Sickness is an Injury.

Inpatient means a person confined in a Hospital for at least one full day (for 18 to 24 hours) and charged room and board.

Medically Necessary means medical and dental services, treatment or supplies which the Insurer determines to be:

- 1. Appropriate and necessary for the diagnosis or treatment of the medical condition;
- 2. Provided for the diagnosis or direct care and treatment of the medical condition;
- 3. Within standards of good medical practice within the organized medical community;
- 4. Not primarily for your convenience, or for the convenience of your Physician or another provider; and
- 5. The most appropriate procedure, supply, equipment or service which can safely be provided. The most appropriate procedure, supply, equipment or service must satisfy the following requirements:
  - a. There must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or Complications, for you with the particular medical condition being treated than other possible alternatives; and
  - b. Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and
  - c. For Hospital stays, acute care as an inpatient is necessary due to the kind of services you are receiving or the severity of your condition, and safe and adequate care cannot be received by you as an outpatient or in a less intensified medical setting.

A medical or dental treatment will not be deemed Medically Necessary if any service, supply or treatment used or provided in connection with the Injury or Sickness is Experimental or Investigational in nature. The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary. If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Medically Necessary.

**Mental Illness** means any psychiatric disease identified in the most recent edition of the International Classification of Diseases or of the American Psychiatric Association Diagnostic and Statistical Manual.

**Negotiated Rates** mean the amounts a Participating Provider agrees to accept as payment in full for covered services. Such rates are usually lower than the normal charges. Negotiated Rates are determined by Prudent Buyer Plan Participating Provider Agreements. Note: If Medicare is the primary payor, the Negotiated Rate may be determined by Medicare's approved amount.

Other Plan means any of the following which provides benefits or services for, or on account of, medical care or treatment:

- Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual
  practice coverage, and medical benefits coverage in group or group-type plans. It does not include student accident-type
  coverage.
- Coverage under a governmental plan or required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to states for medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan when, by law, its benefits are excess of those of any private program or other non-governmental program.

**Out-of-Pocket Limit** means the amount of Reasonable Expenses which the Covered Person must pay after which the Insurer pays 100% of the reasonable Expenses, subject to the limits and provisions of the Policy.

**Outpatient** means a person who receives medical services and treatment on an Outpatient basis in a Hospital, Physician's office, Ambulatory Surgical Facility, or similar centers, and who is not charged room and board for such services.

**Participating Organization or Institution** means the organization or institution which has elected that its Eligible Participants and, if applicable, the dependents of those Eligible Participants be covered under the Policy and which has been accepted by the Insurer for coverage under the Policy.

**Physician** means a currently licensed practitioner of the healing arts acting within the scope of his/her license. It does not include the Covered Person or his/her spouse, parents, parents-in-law or dependents or any other person related to the Covered Person or who lives with the Covered Person.

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**Policy Year** means the period beginning on the Policyholder's effective date. It includes the period beginning on the date a Covered Person's coverage under the Policy starts. It ends on the date the Covered Person's insurance under the Policy ends.

**Participating Provider** means a Hospital, Physician, or other health care provider who has agreed to participate in the Insurer's PPO program which is called the Prudent Buyer Plan.

Preferred Provider Organization (PPO) means the network(s) of Preferred Providers the Insurer calls the Prudent Buyer network.

**Pre-Existing Condition** means any Injury or Sickness which had its origin or symptoms, or for which a Physician was consulted or for which treatment or a medication was recommended or received up to 6 months prior to the Covered Person's effective date of coverage.

Reasonable Expense means the normal charge of the provider, incurred by the Covered Person, in the absence of insurance,

- 1. for a medical service or supply, but not more than the prevailing charge in the area for a like service by a provider with similar training or experience, or
- 2. for a supply which is identical or substantially equivalent. The final determination of a reasonable and customary charge rests solely with the Insurer.

Recognized Student Health Center means a health facility of an educational institution that provides basic health services for students for a minimum of 10 hours per week during the school semester. Basic services must include staffing by a licensed medical provider (M.D., C.N.P. or R.N.) for the purpose of assessment and treatment of minor Sicknesses and Injuries and/or referral to a Participating Provider and is approved as a Recognized Student Health Center by the Administrator.

**Registered Nurse** means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." or "R. P.N." after his/her name.

Sickness means an illness, ailment, disease, or physical condition of a Covered Person starting while insured under the Policy.

#### Total Disability or Totally Disabled

- 1. With respect to a Covered Person who otherwise would be employed, Total Disability or Totally Disabled means the Covered Person's complete inability to perform all the substantial and material duties of his/her regular occupation while under the care of, and receiving treatment from, a Physician for the Injury or Sickness causing the inability.
- 2. With respect to a Covered Person who would not otherwise be employed, Total Disability or Totally Disabled means the Covered Person's inability to engage in the normal activities of a person of like age and sex while:
  - a. Under the care of, and receiving treatment from, a Physician for the Injury or Sickness causing the inability, or
  - b. Hospital Confined or home confined at the direction of his/her Physician due to Injury or Sickness, except for trips away from home to receive medical treatment.

11:59:59 p.m. means 11:59:59 p.m. at the Covered Person's location.

#### SECTION 10 EXTENSION OF BENEFITS

If the Insurer terminates the Policy, coverage will be extended for a Covered Person who is Totally Disabled on the date coverage ends.

Coverage under this provision is provided only for Covered Medical Expenses with respect to a Totally Disabled Covered Person, for the condition causing the Total Disability.

Coverage so extended will end on the first of the following to occur:

- 1. The date the Total Disability ends; or
- The end of the 12-month period during which expenses must be incurred to receive benefits under the Policy.

Except as stated above, coverage is not provided for any expense incurred after the date the Policy terminates.

This coverage extension will not apply to termination initiated by any Covered Person.

## SECTION 11 EXCESS COVERAGE

The Insurer will reduce the amount payable under the Policy to the extent expenses are covered under any Other Plan. The Insurer will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or other similar provisions. The amount from Other Plans includes any amount to which the Covered Person is entitled, whether or not a claim is made for the benefits. The Policy is secondary coverage to all other policies.

## SECTION 12 ELIGIBILITY REQUIREMENTS AND PERIOD OF COVERAGE

**Eligible Participant:** Eligible Participant means any person who satisfies the definition of an Eligible Participant and the requirement of an applicable class as shown in Section 1—Eligible Classes. He/she must not be insured under the Policy as a dependent. When both spouses are insured as Eligible Participants under the Policy, only one spouse shall be considered to have any Eligible Dependents.

**Enrollment for Coverage**: An Eligible Participant will be eligible for coverage under the Policy subject to the particular types and amounts of insurance as specified in his/her enrollment form. If dependent coverage is offered by the Policyholder, an Eligible Participant may also enroll his/her Eligible Dependents for coverage on the later of:

- 1. The effective date of his/her insurance; or
- 2. Within 31 days from the date on which the Dependent arrives in the Country of Assignment.

When an Eligible Participant's Coverage Starts: Coverage for an Eligible Participant starts at 12:00:01 a.m. on the latest of the following:

- The effective date of the Policy; or
- 2. The Policyholder's Effective Date;
- 3. The effective date shown on the Insurance Identification Card, if any;
- The date the requirements in Section 1—Eligible Classes are met; or
- 5. The date the premium and completed enrollment form, if any, are received by the Insurer or the Administrator.

Thereafter, the insurance is effective 24 hours a day, worldwide. In no event, however, will insurance start prior to the date the premium is received by the Insurer.

For Transfers Only: If a Covered Person transfers from a Group which has coverage under a policy issued on the same form as this Plan of insurance to another Group which also has coverage under the same policy form, or transfers from one Plan to another under the same policy, and coverage is continuous, then coverage is continued between the two plans of insurance. A Covered Person will be covered under the newer plan for medical conditions which first arise on or after the transfer date. A Pre-Existing Condition will not be covered under the newer plan until the benefit period expires for such condition under the prior plan (the plan under which the Covered Person was insured prior to the date of transfer). At that time, the Pre-Existing Condition will be covered under the newer plan. Benefit payments for Pre-Existing Conditions shall be the lesser of:

- The unused portion of the maximum benefit applicable to the covered medical condition under the prior plan; or
- 2. The maximum benefit applicable to the covered medical condition under this Plan.

Both 1 and 2 above are subject to the benefit periods, deductibles, and Coinsurance as defined in the respective policies.

When an Eligible Participant's Coverage Ends: Coverage for an Eligible Participant will automatically terminate on the earliest of the following dates:

- 1. The date the Policy terminates;
- The Policyholder's Termination Date;
- 3. The date of which the Eligible Participant ceases to meet the Individual Eligibility Requirements;
- 4. The end of the term of coverage specified in the Eligible Participant's enrollment form, if any, including any requested extension;
- 6. The date the Eligible Participant requests cancellation of coverage (the request must be in writing); or
- 7. The premium due date for which the required premium has not been paid, subject to the Grace Period provision.

Any unearned premium will be returned upon request, but returned premium will only be for the number of full months of the unexpired term of coverage, less any administrative fees. Premium will be refunded in full or pro-rated if it is later determined that the Covered Person is not eligible for coverage or if the enrollment form contained inaccurate or misleading information (this will not apply, except for fraudulent statements, after the coverage has been in force for two years from the date the Participant became covered).

Coverage will end at 11:59:59 p.m. on the last date of insurance. A Covered Person's coverage will end without prejudice to any claim existing at the time of termination.

When an Eligible Dependent's Coverage Starts: An Eligible Dependent's coverage starts at 12:00:01 a.m. on the latest of the following:

- The effective date of the Policy; or
- The Policyholder's Effective Date;
- The effective date of the Eligible Participant's insurance;
- 4. The effective date shown on the insurance identification card, if any;
- The date the eligibility requirements in this section are met; or
- 6. The date the completed enrollment form, if any, and premium are received by the Insurer.

Thereafter, the insurance is effective 24 hours a day, worldwide. In no event, however, will insurance start prior to the date the enrollment form, if any, with premium is received by the Insurer or one of its authorized agents.

When an Eligible Dependent's Coverage Ends. An Eligible Dependent's coverage automatically ends on the earliest of the following dates:

- The date the Policy terminates; or
- The Policyholder's Termination Date;
- The date the Eligible Participant is no longer covered under the Policy;
- 4. The end of the term of coverage shown on the enrollment form, if any, including any requested extension;
- 5. 11:59:59 p.m. on the date he or she departs the Country of Assignment for his or her Home Country;
- 6. The date the Covered Person requests cancellation of coverage (the request must be in writing);
- 7. The premium due date for which the required premium has not been paid, or
- The date on which the dependent ceases to meet the eligibility requirements.

Coverage will end at 11:59:59 p.m. on the last date of insurance. A dependent's coverage will end without prejudice to any claim.

#### SECTION 13 COVERAGE OF NEWBORN INFANTS AND ADOPTED CHILDREN

**Coverage of Newborn Infants:** A newborn child of the Eligible Participant will automatically be a Covered Person for 31 days from the moment of his/her birth if the birth occurs while the Policy is in force, and subject to the particular coverages and amounts of insurance as specified for Eligible Dependents in the Schedule of Benefits. "Expenses for Routine nursery care" of a newborn infant of a covered Pregnancy are covered up to the limits, if any, shown in the Schedule of Benefits.

**Coverage of Adopted Children:** An adopted child of the Eligible Participant is covered on the same basis as described above for a newborn. Coverage starts on the date of placement for adoption, provided the Eligible Participant's coverage is then in force. Coverage terminates if the placement is disrupted and the child is removed from placement.

Newborn children are covered for the Medically Necessary treatment of medically diagnosed congenital defects, birth abnormalities and premature birth.

**Expenses for routine nursery care** means the charges of a Hospital and attending Physician for the care of a healthy newborn infant while Confined. Care includes treatment of standard neo-natal jaundice.

In order to continue the coverage of a newborn child beyond the 31st day following his/her date of birth or of an adopted child beyond the 31st day following his/her placement:

- 1. Written notice of the birth or of placement of the child must be provided to the Insurer or to the Administrator within 31 days from the date of birth or placement; and
- 2. The required payment of the appropriate premium, if any, must be received by the Insurer.

If 1. and 2. above are not satisfied, coverage of a newborn child or of the adopted child will terminate 31 days from the date of birth or placement.

# SECTION 14 PREMIUM For Individual Enrollment

Payment: Coverage is provided in return for payment of the required premium. Premiums may be paid monthly, quarterly, semi-annually, annually, or for a specified term, as arranged with the Administrator. Coverage will terminate if the required premium is not paid to the Insurer. Premium is charged from the date insurance for each Covered Person takes effect. Premium is payable to the Insurer or one of its authorized agents. If payment of a premium is not honored by the bank or credit card drawn upon, the insurance is deemed to have not been purchased and not to be in effect.

Renewing Coverage: Coverage for all Covered Persons shall be continuous if the acceptable renewal form and premium are received by the Insurer prior to the expiration of coverage. Premiums will be based upon the attained age of the Covered Person at the time of renewal.

Any Covered Person whose coverage under the Policy lapses may re-enroll and shall be subject to all Policy exclusions as of any subsequent effective date.

**Grace Period:** There is a 31 day grace period after the premium due date in which to pay the required premium. The Policy and affected coverage will stay in force during the grace period. The grace period does not apply to payment of the first premium or the last premium when the Covered Person requests to terminate coverage. The Covered Person is liable for all premium unpaid, including any part or entire premium due through the grace period.

Cancellation Requirements: Cancellation will only be allowed if one of the following three requirements is met:

- proof of ineligibility is provided;
- claims have not been submitted; or
- 3. cancellation occurs within the first 60 days from the effective date or most recent renewal date.

A full refund will be given. A \$50 administration fee deducted from the premium will be charged. If cancellation is after 60 days, 100% of the premium is earned and a refund will not be given.

## SECTION 15 CLAIM PROVISIONS

**Notice of Claim:** Written notice of any event which may lead to a claim under the Policy must be given to the Insurer or to the Administrator within 30 days after the event, or as soon thereafter as is reasonably possible.

**Claim Forms:** Upon receipt of a written notice of claim, the Insurer will furnish to the claimant such forms as are usually furnished by it for filling Proofs of Loss. If these forms are not furnished within 15 days after the notice is sent, the claimant may comply with the Proof of Loss requirements of the Policy by submitting, within the time fixed in the Policy for filing proofs of loss, written proof showing the occurrence, nature and extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to the Insurer or to its Administrator within 90 days after the date of loss. However, in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, this proof may be furnished within 90 days after termination of each period for which the Insurer are liable. Failure to furnish proof within the time required will not invalidate nor reduce any claim if it is not reasonably possible to give proof within 90 days, provided

- 1. it was not reasonably possible to provide proof in that time; and
- 2. the proof is given within one year from the date proof of loss was otherwise required. This one year limit will not apply in the absence of legal capacity

**Time for Payment of Claim:** Benefits payable under the Policy will be paid immediately upon receipt of satisfactory written proof of loss, unless the Policy provides for periodic payment. Where the Policy provides for periodic payments, the benefits will accrue and be paid monthly, subject to satisfactory written proof of loss.

Payment of Claims: Benefits for accidental loss of life under Coverage B will be payable in accordance with the beneficiary designation and the provisions of the Policy which are effective at the time of payment. If no beneficiary designation is then effective, the benefits will be payable to the estate of the Covered Person for whom claim is made. Any other accrued benefits unpaid at the Covered Person's death may, at the Insurer's option, be paid either to his/her beneficiary or to his/her estate. Benefits payable under Coverages A, C, D, and E shall be payable to the provider of the service. Benefits payable under Coverage B, other than for loss of life, will be paid to the Covered Person.

If any benefits are payable to the estate of a Covered Person, or to a Covered Person's beneficiary who is a minor or otherwise not competent to give valid release, the Insurer may pay up to \$1,000 to any relative, by blood or by marriage, of the Covered Person or beneficiary who is deemed by the Insurer to be equitably entitled to payment. Any payment made by the Insurer in good faith pursuant to this provision will fully discharge the Insurer of any obligation to the extent of the payment.

All benefits payable under the Policy shall be payable to the Eligible Participant or to his/her designated beneficiary or beneficiaries, or to his/her estate. If the Eligible Participant is a minor, benefits may be payable to his/her parents, guardian, or other person actually supporting him/her, or to a person or persons upon whom such minor is chiefly dependent upon for support and maintenance.

**Physical Examination and Autopsy:** The Insurer may, at its expense, examine a Covered Person, when and as often as may reasonably be required during the pendency of a claim under the Policy and, in the event of death, make an autopsy in case of death, where it is not forbidden by law.

## SECTION 16 GENERAL PROVISIONS

Entire Contract: The entire contract between the Insurer and the Policyholder consists of the Policy, this Certificate, the application of the Policyholder and the application of the Participating Organization or Institution, copies of which are attached to and made a part of the Policy. All statements contained in the applications will be deemed representations and not warranties. No statement made by an applicant for insurance will be used to void the insurance or reduce the benefits, unless contained in a written application and signed by the applicant. No agent has the authority to make or modify the Policy, or to extend the time for payment of premiums, or to waive any of the Insurer's rights or requirements. No modifications of the Policy will be valid unless evidenced by an endorsement or amendment of the Policy, signed by one of the Insurer's officers and delivered to the Policyholder.

Incontestability: The validity of a Covered Person's insurance will not be contested except for nonpayment of premium, after his/her insurance under the Policy has been continuously in force for two years during his/her lifetime. No statement made by a Covered Person relating to his/her insurability will be used in defense of a claim under the Policy unless: 1. It is contained in the enrollment form or renewal form signed by the Covered Person; and 2. a copy of the enrollment form or renewal form has been furnished to the Covered Person, or to his/her beneficiary.

**Time Limit on Certain Defenses:** No claim for loss incurred after 2 years from the effective date of the Covered Person's insurance will be reduced or denied on the grounds that the disease or physical condition existed prior to the effective date of the Covered Person's insurance. This provision does not apply to a disease or physical condition excluded by name or specific description.

Legal Actions: No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of 3 years (5 years in Kansas, 6 years in South Carolina, and the applicable statute of limitations in Florida) after the time written proof of loss is required to be furnished.

**Conformity with State Statutes:** Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which it is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Assignment:** No assignment of benefits will be binding on the Insurer until a copy of the assignment has been received by the Insurer or by its Administrator. The Insurer assumes no responsibility for the validity of the assignment. Any payment made in good faith will relieve the Insurer of its liability under the Policy.

**Beneficiary:** The beneficiary is the last person named in writing by the Covered Person and recorded by or on the Insurer's behalf. The beneficiary can be changed at any time by sending a written notice to the Insurer or to its Administrator. The beneficiary's consent is not required for this or any other change in the Policy unless the designation of the beneficiary is irrevocable.

Mistake in Age: If the age of any Covered Person has been misstated, an equitable adjustment will be made in the premiums or, at the Insurer's discretion, the amount of insurance payable. Any premium adjustment will be based on the premium that would have been charged for the same coverage on a Covered Person of the same age and similar circumstances.

Clerical Error: A clerical error in record keeping will not void coverage otherwise validly in force, nor will it continue coverage otherwise validly terminated. Upon discovery of the error an equitable adjustment of premium shall be made.

Not in Lieu of Workers' compensation. The Policy does not satisfy any requirement for Workers' Compensation.

Reimbursement for acts of third parties. Under some circumstances, a Covered Person may need services under this Plan of insurance for which a third party may be liable or legally responsible by reason of negligence, an intentional act or breach of any legal obligation. In that event, we will provide the benefits of this Plan subject to the following:

- 1. We will automatically have a lien, to the extent of benefits provided, upon any recovery, whether by settlement, judgment or otherwise, that you receive from the third party, the third party's insurer, or the third party's guarantor. The lien will be in the amount of benefits we paid under this Plan for the treatment of the illness, disease, injury or condition for which the third party is liable, reduced by the fees and costs associated with the recovery, but, not more than the amount allowed by California Civil Code Section 3040.
- You must advise us in writing, within 60 days of filing a claim against the third party and take necessary action, furnish such information and assistance, and execute such papers as we may require to facilitate enforcement of our rights. You must not take action which may prejudice our rights or interests under your Plan. Failure to give us such notice or to cooperate with us, or actions that prejudice our rights or interests will be a material breach of this Plan and will result in your being personally responsible for reimbursing us.
- 3. We will be entitled to collect on our lien even if the amount you or anyone recovered for you (or your estate, parent or legal guardian) from or for the account of such third party as compensation for the injury, illness or condition is less than the actual loss you suffered.

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**Out-of-California Providers.** The Blue Cross and Blue Shield Association, of which we are a member/Independent Licensee, administers a program (called the "BlueCard Program"), in which we participate, which allows our Covered Persons to have the reciprocal use of participating providers that contract with other Blue Cross and/or Blue Shield Plans. If you are outside of California and require medical care or treatment, you may use a local Blue Cross and/or Blue Shield participating provider. If you use one of these providers, your out-of-pocket expenses may be lower than those incurred when using a provider that does not participate with a local Blue Cross and/or Blue Shield Plan. In order for you to receive access to whatever reductions in out-of-pocket expenses may be available, we must abide by the BlueCard Program rules as set by the Blue Cross and Blue Shield Association.

When you obtain health care services through BlueCard outside of California, the amount you pay for covered services is calculated on the lower of:

- The billed charges for your covered services, or
- 2. The negotiated price that the on-site Blue Cross and/or Blue Shield ("Host Blue") passes on to us. Often, this "negotiated price" will consist of a simple discount which reflects the actual price paid by the Host Blue. But sometimes it is an estimated price that factors into the actual price expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with your health care provider or with a specified group of providers. The negotiated price may also be billed charges reduced to reflect an average expected savings with your health care provider or with a specified group of providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price will also be adjusted in the future to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating Participant liability for covered services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate Participant liability calculation methods that differ from the usual BlueCard method noted above in paragraph two of this item or require a surcharge, we would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received your care.

**Right of Recovery:** Whenever the Insurer have made payments with respect to benefits payable under the Policy in excess of the amount necessary, the Insurer shall have the right to recover such payments. the Insurer shall notify the Covered Person of such overpayment and request reimbursement from the Covered Person. However, should the Covered Person not provide such reimbursement, the Insurer has the right to offset such overpayment against any other benefits payable to the Covered Person under the Policy to the extent of the overpayment.

Currency: All premiums for and claims payable pursuant to the Policy are payable only in the currency of the United States of America.

#### **COMPLAINT NOTICE**

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

BC Life & Health Insurance Company
Customer Service
21555 Oxnard Street
Woodland Hills, CA 91367

818-234-2700

If the problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance Claims Service Bureau, 11th Floor 300 South Spring Street Los Angeles, California 90013

1-800-927-4357 In CA

1-213-897-8921 Out of CA

1-800-482-4833 Telecommunication Device for the Deaf



VENDOR INFORMATION:

PHONE: 714-895-8925

#### PRICE AGREEMENT

Date: 05/29/09

/ /

P/A NUMBER: N1000011015

SEE DELIVERY LOCATION(S) WITHIN PRICE AGREEMENT

START DATE: 08/25/09 END DATE: 03/31/10

DELIVERY WITHIN 000 DAYS

VENDOR CODE: X03386

COAST COMMUNITY COLLEGE DIST

ATTN:

TERMS: F.O.B:

TAX CODE:

DBA GOLDEN WEST COLLEGE 15744 GOLDEN WEST ST

HUNTINGTON BEACH CA 92647-3103 P/A NOT TO EXCEED:

RENEWABLE FOR: N/A

LEGEND CODE: SS

MASTER PA:

PB:

130,000.00 PA TYPE: 057

FOLDER NUMBER: P07232

PIGGYBACK PA:

PA REPLACES:

PER MINUTE ORDER: 06/23/09 / / /

BILLING INSTRUCTIONS:

1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.

1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.

INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.

2. VENDOR CODE, ORDER NUMBER AND PRICE AGREEMENT NUMBER (IA APPLICABLE) MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & INQUIRIES.

3. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS CHERWISE STATED.

4. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGH CHARGES OVER \$25.

5. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITE PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

THE VENDOR ACKNOWLEDGES THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE.

THE ONLY TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE IMERPRETATION OF THIS CONTARACT ARE THOSE ISSUED BY THE COUNTY OF ORANGE VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER SECTION 5194 AND CALIFORNIA ADMINISTRATION CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACES OF SHIPMENT.

P/A FOR: PRODUCTION OF TRAINING VIDEO

PRICE AGREEMENT FOR PRODUCTION OF TRAINING VIDEO FOR FIRST RESPONDERS TO JUVENILE SEX OFFENSES. FUNDED UNDER THE JUVENILE SEX OFFENDER MANAGEMENT GRANT #2006-WP-BX-0021.

RECITALS, GENERAL TERMS AND CONDITIONS, ADDITIONAL TERMS AND CONDITIONS, SCOPE OF WORK, EXHIBIT A, EXHIBIT B, EXHIBIT C, EXHIBIT D AND EXHIBIT E, ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ENCUMBERED PRICE AGREEMENT, PAYMENT UPON SUBMISSION OF INVOICE.

VENDOR TO REFERENCE P/A NUMBER N1000011015 AND PG NUMBER N0900001964.

VENDOR CONTACT: DOUG LARSON

714-895-8114

DEAN OF LEARNING RESOURCES AND DISTANCE LEARNING

EMAIL: DLARSON@GWC.CCCD.EDU

DEPARTMENT CONTACT: BRYAN PRIETO 714-896-7555 DIVISION DIRECTOR

> AUTHORIZED SIGNATURE:

JRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: ADDY SALAZAR

VENDOR

Page:



#### PRICE AGREEMENT

P/A NUMBER: N1000011015 VENDOR: X03386 COAST COMMUNITY COLLEGE DIST \_\_\_\_\_\_ LN COMMODITY CODE DISCOUNT QUANTITY UNIT UNIT COST P/A LINE AMOUNT 0.00 0.0000 0.00 0.00 001 91582 VIDEO PRODUCTION ONLY THE FOLLOWING FUND/AGENCY/ORGANIZATIONS ARE AUTHORIZED TO USE THIS PRICE AGREEMENT. AGENCY ORGANIZATION 057 020 AUTHORIZED LIMIT AGENCY FUND 130,000.00 100

**VENDOR** 

Page: 2



CONTRACT# N1000011015

BETWEEN

ORANGE COUNTY

PROBATION DEPARTMENT

AND

COAST COMMUNITY COLLEGE DISTRICT

DBA GOLDEN WEST COLLEGE

County of Orange-Probation Department Coast Community College District DBA Golden West College

# AGREEMENT BETWEEN GOLDEN WEST COLLEGE AND COUNTY OF ORANGE FOR

#### PRODUCTION OF TRAINING VIDEO FOR FIRST RESPONDERS TO JUVENILE SEX OFFENSES

This agreement to produce a training video for first responders to juvenile sex offenses, hereinafter referred to as "CONTRACT", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, which date is stated for purpose of reference only, is by and between Coast Community College District, acting by and through Golden West College, a community college located in Huntington Beach, California, hereinafter referred to as "GWC", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting through the Orange County Probation Department ("Probation").

#### **RECITALS:**

WHEREAS, on August 31, 2006, Probation received notice of a funding award from the Office of Justice Programs (OJP) under the FY 2006 Sex Offender Management Discretionary Grant Program for the two-year period of October 1, 2006 through September 30, 2008;

WHEREAS, the termination date of the OJP grant award to Probation has been extended to March 31, 2010;

WHEREAS, to implement its proposed program under the OJP grant, Probation led the formation of a Juvenile Sex Offender Management (JSOM) team to develop a coordinated system-wide approach to manage juvenile sex offenders and assist victims;

WHEREAS, the JSOM team, consisting of corrections professionals, the judiciary, and victim advocates, determined that stakeholder members needed training on strategies and research-based practices that would enhance the COUNTY'S ability to provide more effective services to juvenile sex offenders and their victims;

WHEREAS, the JSOM team recommended the development of a training video for easy accessibility and use by professionals who are normally the first to respond to incidents of juvenile sex offenses;

WHEREAS, since 2007 GWC and Probation have collaborated to design core curriculum courses leading to an Associate in Arts Degree in Criminal Justice Corrections and careers as peace officers;

WHEREAS, GWC was the first police academy conducted on a college campus certified by the California Commission on Peace Officer Standards and Training (POST), and GWC's monthly "Legal Update" and Case Law Today" video series are distributed to law enforcement agencies statewide;

WHEREAS, GWC, with its existing resources, academic collaboration with Probation, experience and expertise in the field of corrections, has offered to create the training video for first responders to juvenile sex offenses; and

WHEREAS, COUNTY, with funding approval from OJP, has accepted GWC's offer to create the training video in accordance with the terms and conditions set forth in this price agreement.

NOW, THEREFORE, the parties mutually agree as follows:

#### GENERAL TERMS AND CONDITIONS

CONDITIONS: The following GENERAL terms and conditions are always applicable.

- A. Governing Law and Venue: This Purchase Order (hereinafter "CONTRACT") 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 CONTRACT, 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 and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract: This CONTRACT, when accepted by Coast Community College District, acting by and through Golden West College (hereinafter "CONTRACTOR"), either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTS by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."
- C. Amendments: No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement no incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery: Time of delivery is of the essence in this CONTRACT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it the right to return goods already accepted, at CONTRACTOR'S expense. Overshipments and undershipments shall be only as agreed to by the COUNTY. Delivery shall not be deemed to be complete until goods, or services, have been actually received and accepted in writing by COUNTY.
- F. Acceptance/Payment: Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the

County of Orange-Probation Department Coast Community College District DBA Golden West College

Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through the services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend, and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and responsible for payment of costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof this CONTRACT without the express written consent of the COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination: In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CQNTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver: No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive: The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor: CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance: CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to the COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this contract. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall obtain and maintain all permits and licenses

required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification and Insurance: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its 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 CONTRACT, unless the damages are caused by the COUNTY'S or COUNTY INDEMNITEES' negligence or wrongdoing. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

#### INSURANCE PROVISIONS

Prior to the provision of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR'S expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All insurance policies required by this CONTRACT 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 CONTRACT, the COUNTY may terminate this CONTRACT.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the <u>Best's Kev Rating Guide/Property-Casualty/United States</u> or <u>ambest.com</u> shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

#### Coverage

#### **Minimum Limits**

Commercial General Liability with broad form property damage and contractual liability

\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles

\$1,000,000 combined single limit per occurrence

Workers' Compensation

Statutory

All liability insurance, except Professional Liability, required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by the CONTRACTOR under the terms of this CONTRACT (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT 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 the CONTRACTOR'S insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this CONTRACT shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause. The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The CONTRACTOR will comply with such provisions and shall furnish the County satisfactory evidence that the CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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 COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT.

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.

- Q. Bills and Liens: CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, penalties and expenses related to arising from or related thereto.
- R. Changes: CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. Change of Ownership: CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners will be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure: CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

- U. Confidentiality: CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information
  - shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
- V. Compliance with Laws: CONTRACTOR represents and warrants that the services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure compliance, and pursuant to the requirements of paragraph "P" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination): CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. **Pricing**: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. Waiver of Jury Trial: Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any claim of injury or damage.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings: The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability: If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired and invalidated thereby.
- CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD.Attorney Fees: In an action of proceeding to enforce and interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each part shall bear it sown attorney's fees, costs and expenses.
- EE. Interpretation: This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each part has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined

County of Orange-Probation Department Coast Community College District DBA Golden West College

to seek such counsel despite being encouraged and given the opportunity to do so. Each part further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by an person representing them, or both. Accordingly, any rule of law (including California Division Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provision of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.

FF Authority: The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

#### GG. Employee Eligibility Verification

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 statues 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.

// //

#### ADDITIONAL TERMS AND CONDITIONS

#### 1. TERM

This CONTRACT is effective from August 25, 2009 through March 31, 2010, for an amount not to exceed \$130,000.00 and is not renewable.

### 2. PAYMENT TERMS - PAYMENT IN ARREARS

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this contract. CONTRACTOR shall reference purchase order number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services and/or goods not previously invoiced. The CONTRACTOR shall reimburse the COUNTY for any monies paid to the CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

#### 3. ADJUSTMENTS - SCOPE OF WORK

No adjustments made to the scope of work, will be authorized or paid for without prior written approval of the County assigned buyer.

# 4. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

# 5. CHILD SUPPORT ENFORCEMENT CONTRACT TERMS AND CONDITIONS

In order to comply with child support enforcement requirements of the County of Orange, within 30 days of award of CONTRACT, the successful CONTRACTOR must furnish to the contract administrator, Purchasing Agent or the agency/department deputy purchasing agent:

- 1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
- In the case of a CONTRACTOR doing business in a form 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; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and,

County of Orange-Probation Department Coast Community College District DBA Golden West College

3. 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.

The certifications will be stated as follows:

"I certify that regarding its employee	is in full compliance with all applicable federal and state reporting requirements and with all lawfully served Wage and Earnings Assignment Orders
and Notices of Assign	nments and will continue to be in compliance throughout the term of CONTRACT the the County of Orange. I understand that failure to comply shall constitute a material
breach of the CONTR	ACT and that failure to cure such breach within 60 calendar days of notice from the ute grounds for termination of the CONTRACT."

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the 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 the CONTRACT. Failure to cure such breach within 60 calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

After notification of award, the successful CONTRACTOR may use the supplied forms to furnish required information listed above.

#### 6. BREACH OF CONTRACT

The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- 1. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- 2. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- 3. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

County of Orange-Probation Department Coast Community College District DBA Golden West College

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Price Agreement modification to be executed.

CONTRACTOR*	COUNTY OF ORANGE, a political Subdivision of the State of California
By: Title:  Dated:	By:
Ву:	
Title:	Approved as to Form:
Dated:	By: Deputy County Counsel
	Date:

\*For Contractors/ Vendors that are **corporations**, signature requirements are as follows:

- 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/Vendors that are **not Corporations**, the person who has authority to bind the Contractor/Vendor to a contract must sign on one of the lines above.

#### SCOPE OF WORK

#### 1.0 Introduction

The Orange County Probation Department (Probation) is the recipient of a grant award from the U.S. Department of Justice, Office of Justice Programs (OJP), under the Comprehensive Approaches to Sex Offender Management (CASOM) Grant Program, Project Number 2006-WP-BX-0021. The program is authorized under Title IV of the Violent Crime Control and Law Enforcement Act of 1994, Public Law No. 103-322, 42 U.S.C. 13941. The CASOM grants are awarded to state, local, and tribal jurisdictions to develop or enhance sex offender management practices for offenders under community supervision.

Probation led the formation of a Juvenile Sex Offender Management (JSOM) team to develop a coordinated system-wide approach to manage juvenile sex offenders and assist victims. The JSOM team consists of corrections professionals, the judiciary, and victim advocates. The population targeted under the grant is juvenile sex offenders and their victims. The juvenile probationers' age at the time of the offense is 14.2 years. Almost all of their victims are under age 18, with 18% being under six years old.

To accomplish project goals, the JSOM team meets on an ongoing basis to analyze current system practices, acknowledge strengths and gaps in the system, and establish implementation strategies. A critical gap identified was training in the system of care that is provided to juvenile sex offenders and their victims. JSOM team members determined that a training video should be developed for easy accessibility and use by professionals who are normally the first to respond to reported incidents of sex offenses against minors.

Golden West College (GWC) offered to create the training video, and Probation accepted GWC's offer, with funding approval from OJP. GWC possesses the resources and capability to deliver the completed product, based on its: (i) onsite Criminal Justice Training Center offering an Associate in Arts degree in criminal justice corrections; (ii) academic collaboration with Probation in designing a curriculum that will serve as foundational training for a career in community corrections; (iii) recognized expertise in teaching classes certified by the California Commission on Peace Officer Standards and Training (POST); and (iv) statewide distribution of the "Legal Update" and "Case Law Today" video series for law enforcement agencies.

#### 2.0 Training Video for First Responders to Juvenile Sex Offenses

2.1 <u>First Responders:</u> Allegations of juvenile sex offenses are normally first brought to the attention of law enforcement, child protective service agents, and victim advocates. For purposes of this price agreement, this group of professionals is referred to as "first responders".

2.2 Goals of Training Video: The JSOM team identified training as a critical gap to the system of care that is provided to juvenile sex offenders and victims. Various agencies are involved with sanctioning and treating juvenile sex offenders, and assisting victims. Recognizing that such agencies may not have traditionally worked together, or may have divergent missions and goals, their collaboration nevertheless becomes vital in preventing additional occurrences of juvenile sex offenses. A training video will assist collaborating partners in: (i) understanding the need to communicate with one another; (ii) assessing the impact of juvenile sex crimes on victims; (iii) exchanging ideas on the most effective ways of holding juvenile sex offenders accountable; and (iv) providing support to victims.

The content of the training video will focus on the roles of professionals who are in the forefront of receiving information on alleged juvenile sex offenses, and responding in ways that will achieve the following overall goals:

- 2.2.1 Provide an overview of contemporary research and literature pertaining to juvenile sex offenders;
- 2.2.2 Emphasize the uniqueness of juvenile sex offenders, their need for special assessments, and importance of individualized management strategies;
- 2.2.3 Highlight evidence-based principles and practices for juvenile sex offender management;
- 2.2.4 Instruct first responders on the application of research and evidence-based practices into daily work activities; and
- 2.2.5 Address methods for promoting resiliency and wellness in stakeholders' efforts to manage juvenile sex offenders.

#### 3.0 Services of GWC

#### GWC shall:

- 3.1 Create an instructional, multimedia film entitled "First Responders to Juvenile Sex Crimes", in Digital Video Disc (DVD) format, and in a quantity of 1,000 copies, hereinafter referred to as "Training Video"; and
- 3.2 Develop the Training Video in phases, with specified tasks and deliverables, as described in Sections 3.3 through 3.6 herein.
- 3.3 <u>Pre-Production Phase:</u> During this preparatory phase, GWC will meet with subject matter experts ("SMEs") appointed by Probation, to:
  - 3.3.1 Review and update existing documentation;
  - 3.3.2 Verify training objectives;
  - 3.3.3 Develop scenario enactments;
  - 3.3.4 Interview SMEs on camera, for inclusion in the Training Video;
  - 3.3.5 Establish production details; and
  - 3.3.6 Submit a master outline.
- 3.4 <u>Production Phase:</u> During the "Production Shoot" phase, with SMEs attending and Probation overseeing the process, GWC will:
  - 3.4.1 Establish the production plan;
  - 3.4.2 Assemble the production crew and cast; and
  - 3.4.3 Submit camera source tapes.
- 3.5 Post-Production Phase: Following the "Production Shoot" phase, GWC will:

- Edit the Training Video from the production phase; add graphics, music and sound effects; make changes as requested by SMEs and approved by Probation; perform final fixes edit and master layoff; and produce the final Training Video master;
- 3.5.2 Create a DVD check disc and a mockup of the DVD dual sleeve package demonstrating the functionality and look of the final DVD; and
- 3.5.3 Replicate the DVD in the quantity of 1,000 units as specified, individually packaged in a four-color, dual-sleeve container identified by a laminated reference card.
- 3.6 <u>Project Management and Administration:</u> All work phases as described in Sections 3.3, 3.4 and 3.5 will be managed and administered by GWC, subject to oversight and approval by Probation's Director of Juvenile Field Services.
  - 3.6.1 <u>Subcontracting:</u> GWC may subcontract any portion of the work phases, subject to General Terms and Conditions, Paragraph I herein. In such event, the terms of this CONTRACT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this CONTRACT.

#### 4.0 <u>Delivery Schedule and Cost of Services</u>

Each of the work phases, as described in Sections 3.3 through 3.6 herein, will be completed within the dates and up to the maximum costs specified below:

<u>Phase</u>	<u>Deliverable</u>	Scheduled Completion	Maximum <u>Cost</u>
Pre-Production	Master Outline	9/30/09	\$ 30,410
Production	Camera Source Tapes	12/31/09	\$ 38,940
Post-Production	1,000 DVD copies	3/31/10	\$ 47,650
Project Management and Administration	Services through all work phases	3/31/10	<u>\$ 13,000</u>
TOTAL COST OF SE	RVICES		<u>\$130,000</u>

#### 5.0 COUNTY'S Responsibilities

#### COUNTY shall:

- 5.1 Have final authority and responsibility for decisions affecting services required under this CONTRACT; and
- 5.2 Assume no financial liability for the operations of GWC in providing the contracted services, including payments in excess of the maximum contract amount specified in Section 6.0 herein

#### 6.0 <u>Compensation</u>

- 6.1 The total amount to be paid to GWC for its performance under this CONTRACT shall not exceed \$130,000, in accordance with Exhibit A, entitled "Golden West College Training Video Production Total Budget", attached hereto and incorporated herein by reference.
- 6.2 For each of the work phases described in Sections 3.3 through 3.6 herein, GWC shall be compensated in accordance with its corresponding budget component detail, contained in Exhibits B through E, all attached hereto and all incorporated herein by reference:
  - 6.2.1 Exhibit B, "Phase 1: Pre-Production Component Detail"
  - 6.2.2 Exhibit C, "Phase 2: Production Component Detail"
  - 6.2.3 Exhibit D, "Phase 3: Post-Production Component Detail"
  - 6.2.4 Exhibit E, "Project Management and Administration"
- 6.3 GWC shall submit invoices to COUNTY upon completion of each work phase, and in accordance with its corresponding budget component detail, as described in Section 6.2 herein. Upon approval by Probation's Project Director of the deliverables for each work phase, payment due to GWC shall be made within thirty (30) days after receipt of a valid invoice in a format acceptable to COUNTY. As a condition of payment, COUNTY will require that GWC furnish documentation such as detailed itemizations and receipts under established Auditor-Controller billing and payment procedures.
- 6.4 Payment made by COUNTY shall not preclude COUNTY'S right to dispute any services invoiced or billed under this price agreement, and shall not be construed as acceptance of any part of the services.

# EXHIBIT A GOLDEN WEST COLLEGE TRAINING VIDEO PRODUCTION TOTAL BUDGET

INTERNAL PERSONNEL	Rate	Basis	Units	Actual
Executive in Charge of Production	\$70.00	Нг	30	\$2,100.00
Producer	\$13,000.00	Flat	1	\$13,000.00
Coordinating Producer	\$50.00	Нг	120	\$6,000.00
Project Manager	\$50.00	Нг	60	\$3,000.00
Production Manager	\$50.00	Hr	20	\$1,000.00
Director	\$2,000.00	Flat	1	\$2,000.00
Assistant Director	\$500.00	Day	4	\$2,000.00
Talent / Actors	\$480.00	Day	8	\$3,840.00
Host / Moderator	\$1,000.00	Flat	1	\$1,000.00
Make Up	\$400.00	Day	3	\$1,200.00
Teleprompter	\$500.00	Day	1	\$500.00
Field Videographer	\$50.00	Hr	100	\$5,000.00
Field Audio Engineer	\$45.00	Hr	75	\$3,375.00
Field Production Technician	\$45.00	Нг	65	\$2,925.00
<u> </u>	· · · · · · · · · · · · · · · · · · ·		TOTAL	\$46,940.00

FACILITIES	Rate	Basis	Units	Actual
Non-Linear Editing/Graphics Creation	\$150.00	Hr	120	\$18,000.00
Graphics Design / Creation	\$125.00	Нг	50	\$6,250.00
XDHD Camera Package	\$1,000.00	Day	フ	\$7,000.00
HDV Camera Package	\$600.00	Day	6	\$3,600.00
Production Audio/Video Equipment	\$250.00	Day	7	\$1,750.00
Production Lighting Equipment	\$200.00	Day	7	\$1,400.00
Production Van	\$800.00	Flat	1	\$800.00
Videotape Storage	\$55.00	cu ft	2	\$110.00
Music library	\$85.00	Track	4	\$340.00
Insurance	\$800.00	Flat	1	\$800.00
HDV Video Dubbing	\$50.00	Hr	8	\$400.00
Digital Beta Video Dubbing	\$75.00	Hr	4	\$300.00
Studio Audio recording	\$100.00	Hr	20	\$2,000.00
			TOTAL	\$42,750,00

# EXHIBIT A GOLDEN WEST COLLEGE TRAINING VIDEO PRODUCTION TOTAL BUDGET (continued)

HARD COSTS	Rate	Basis	Units	Actual
Equipment Rental	\$850.00	Flat	1	\$850.00
Food Service	\$1,500.00	Flat	1	\$1,500.00
Location Fees	\$400.00	Flat	1	\$400.00
Footage Acquisition Fees	\$200.00	Flat	1	\$200.00
Production Supplies	\$250.00	Flat	1	\$250.00
Text Translation	\$900.00	Flat	1	\$900.00
Mileage, Travel & Fuel	\$1,750.00	Flat	1	\$1,750.00
Rental Van	\$135.00	Day	4	\$540.00
Metion Anti			TOTAL	\$6,390.00

		Flat		
VIDEOTAPE	Rate	Basis	Units	Actual
DigiBeta, 124	\$125.00	Each	2	\$250.00
DigiBeta, 90	\$100.00	Each	0	\$0.00
XDHDCam, 60	\$65.00	Each	12	\$780.00
DigiBeta, 40	\$47.00	Each	0	\$0.00
Beta SP 90	\$45.00	Each	O	\$0.00
HDV 63	\$35,00	Each	18	\$630.00
Beta SP 30	\$30.00	Each	0	\$0.00
VHS 120	\$10.00	Each	0	\$0.00
VIII 220			TOTAL	\$1,660.00

DIGITAL MEDIA CONVERSION	Rate	Basis	Units		Actual
Authoring / Programming	Package	Flat	1		\$10,060.00
Menu /Graphic Development	Package	Flat	1		\$1,200.00
Video Mapping	Package	Flat	1	incl	
MPEG 2 / AC3 Audio Encoding	Package	Flat	1	incl	
Flash Video Encoding and Posting	Package	Flat	1		\$1,200.00
MPEG 2 Video Encoding	Package	Flat	.1		\$1,200.00
Video Pre-processing	Package	Flat	1	incl	
Q.C.	Inc	Flat	1	incl	
Mastering to DVD-R Check Disc	\$150.00	Disc	1		\$150.00
DVD Cover and Package Artwork	Package	Flat	1		\$1,500.00
Replication of 4 color print DVD units	\$3.95	unit	1000		<u>\$3,950.00</u>
Represent of A sole print DVD Dies			TOTAL		\$19,260.00

CONTRACT MANAGEMENT	Rate	Basis	Units	Actual
Production Administration	Package	Flat _	1	\$13,000.00
Floadedon Parisinadas.			TOTAL	\$13,000.00

TOTAL CONTRACTOR COST \$130,000.00

# EXHIBIT B

# PHASE 1: PRE-PRODUCTION COMPONENT DETAIL

INTERNAL PERSONNEL	Rate	Basis	Units	Actual
Executive in Charge of Production	\$70.00	Hr	30	\$2,100.00
Producer .	\$13,000.00	Flat	1	\$13,000.00
Coordinating Producer	\$50.00	Hr	30	\$1,500.00
Project Manager	\$50.00	Hr	30	\$1,500.00
Production Manager	\$50.00	Hr	5	\$250.00
Director	\$2,000.00	Flat	1	\$2,000.00
Make Up	\$400,00	Day	2	\$800.00
Field Videographer	\$50.00	Hr	20	\$1,000.00
Field Audio Engineer	\$45.00	Hr	20	\$900.00
Field Production Technician	\$45.00	Hr	20	\$900.00
			TOTAL	\$23,950.00
FACILITIES	Rate	Basis	Units	Actual
XDHD Camera Package	\$1,000.00	Day	2	\$2,000.00
HDV Camera Package	\$600.00	Day	2	\$1,200.00
Production Audio/Video Equipment	ş25 <b>0.00</b>	Day	2	\$500.00
Production Lighting Equipment	\$200.00	Day	2	\$400.00
Production Van	\$800.00	Flat	1 .	\$800.00
Videotape Storage	\$55.00	cu ft	2	\$110.00
Insurance	\$800.00	Flat	1	\$800.00
		_	TOTAL	\$5,810.00
HARD COSTS	Rate	Basis	Units	Actual
Production Supplies	\$50.00	Flat	1	\$50.00
Mileage, Travel & Fuel	\$400.00	Flat	1	\$400.00
			TOTAL	\$450.00
VIDEOTAPE	Rate	Basis	Units	Actual
XDHDCam, 60	\$65.00	Each	2	\$130.0
HDV 63	\$35.00	Each	2	\$70.00
(101 00			TOTAL	\$200.00
	TOTAL CON	TRACTO	R COST	\$30,410.0

# **EXHIBIT C**

# PHASE 2: PRODUCTION COMPONENT DETAIL

INTERNAL PERSONNEL	Rate	Basis	Units	Actual
Coordinating Producer	\$50.00	Hr	90	\$4,500.00
Project Manager	\$50.00	Hr	20	\$1,000.00
Assistant Director	\$500.00	Day	4	\$2,000.00
Talent / Actors	\$480.00	Day	8	\$3,840.00
Host / Moderator	\$1,000.00	Flat	1	\$1,000.00
Make Up	\$400.00	Day	1	\$400.00
Teleprompter	\$500.00	Day	1	\$500.00
Field Videographer	\$50.00	Hr.	80	\$4,000.00
Field Audio Engineer	\$45.00	Hr	55	\$2,475.00
Field Production Technician	\$45.00	Hr	45	\$2,025.00
Heid Production Technician			TOTAL	\$21,740.00
FACILITIES	Rate	Basis	Units	Actual
XDHD Camera Package	\$1,000.00	Day	5	\$5,000.00
HDV Camera Package	s600.00	Day	4	\$2,400.00
Production Audio/Video Equipment	\$250.00	Day	5	\$1,250.00
Production Lighting Equipment	\$200.00	Day	5	\$1,000.00
HDV Video Dubbing	\$50.00	Ηr	8	\$400.00
HDV video basonia			TOTAL	\$10,050.00
HARD COSTS	Rate	Basis	Units	Actual
Equipment Rental	\$850.00	Flat	1	\$850.00
Food Service	\$1,500.00	Flat	1	\$1,500.00
Location Fees	<b>\$400.00</b>	Flat	1	\$400.00
Footage Acquisition Fees	. \$200,00	Flat	1	\$200.00
Production Supplies	\$200.00	Flat	1	\$200.00
Text Translation	\$900.00	Flat	1	\$900.00
Mileage, Travel & Fuel	\$1,350.00	Flat	1	\$1,350.00
Rental Van	\$135.00	Day	4	\$540.00
Relital Vali		<u> </u>	TOTAL	\$5,940.00
VIDEOTAPE	Rate	Basis	Units	Actual
	\$65.00	Each	10	\$650.00
XDHDCam, 60	\$35.00	Each	16	\$560.00
HDV 63	400,00		TOTAL	\$1,210.00
	TOTAL CON	TRACTO	R COST	\$38,940.00

### **EXHIBIT D**

# PHASE 3: POST-PRODUCTION COMPONENT DETAIL

INTERNAL PERSONNEL	Rate	Basis	Units	Actual
Executive in Charge of Production	\$70.00	Hr	0	\$0.00
Producer	\$13,000.00	Flat	Ð	\$0.00
Coordinating Producer	\$50.00	Hr	0	\$0.00
Project Manager	\$50.00	Hr	10	\$500.00
Production Manager	\$50.00	Hr	15	\$750.00
Director	\$2,000.00	Flat	0	\$0.00
Assistant Director	\$500. <b>0</b> 0	Day	0	\$0.00
Talent / Actors	\$480.00	Day	0	\$0.00
Host / Moderator	\$1,000.00	Flat	0	\$0.00
Make Up	\$400.00	Day	0	\$0.00
Teleprompter	\$500.00	Day	0	\$0.00
Field Videographer	\$50.00	Hr	0	\$0.00
Field Audio Engineer	\$45.00	Hr	0	\$0.00
Field Production Technician	\$45.00	Hr	. 0	\$0.00
			TOTAL	\$1,250.00

FACILITIES	Rate	Basis	Units	Actual
Non-Linear Editing/Graphics Creation	\$150.00	Hr	120	\$18,000.00
Graphics Design / Creation	\$125.00	Hr	50	\$6,250.00
XDHD Camera Package	\$1,000.00	Day	0	\$0.00
HDV Camera Package	\$600.00	Day	0	\$0.00
Production Audio/Video Equipment	\$250.00	Day	0	\$0.00
Production Lighting Equipment	§200.00	Day	0	\$0.00
Production Van	\$800.00	Flat	0	\$0.00
Videotape Storage	\$55.00	cu ft	0	\$0.00
Music library	\$85.00	Track	4	\$340.00
Insurance	\$800.00	Flat	0	\$0.00
HDV Video Dubbing	\$50.00	Hr	0	\$0.00
Digital Beta Video Dubbing	\$75.00	Hr	4	\$300.00
Studio Audio recording	` \$100.00	Hr	20	\$2,000.00
		<u> </u>	TOTAL	\$26,890.00

## EXHIBIT D

# PHASE 3 POST-PRODUCTION COMPONENT DETAIL (CONTINUED)

HARD COSTS	Rate	Basis	Units	Actual
Equipment Rental	\$850.00	Flat	0	\$0.00
Food Service	\$1,500.00	Flat	0	\$0.00
Location Fees	\$400.00	Flat	0	\$0.00
Footage Acquisition Fees	\$200.00	Flat	0	\$0.00
Production Supplies	\$250,00	Flat	0	\$0.00
Text Translation	\$900.60	Flat	0	\$0.00
Mileage, Travel & Fuel	\$1,350.00	Flat	0	\$0.00
Rental Van	\$135.00	Day	0	\$0.00
Validat Agui			TOTAL	\$0.00

VIDEOTAPE	Rate	Basis	Units	Actual
DigiBeta, 124	\$125.00	Each	2	\$250.00
DigiBeta, 90	\$100.00	Each	0	\$0.00
XDHDCam, 60	\$65.00	Each	0	\$0.00
DigiBeta, 40	\$47.00	Each	0	\$0.00
Beta SP 90	\$45.00	Each	0	\$0.00
HDV 63	\$35.00	Each	0	\$0.00
Beta SP 30	\$30.00	Each	0	\$0.00
VHS 120	\$10.00	Each	0	\$0.00
V110 120			TOTAL	\$250.00

DIGITAL MEDIA CONVERSION	Rate	Basis	Units		Actual
Authoring / Programming	Package	Flat	1		\$10,060.00
Menu /Graphic Development	Package	Flat	1		\$1,200.00
Video Mapping	Package	Flat	1	incl	
MPEG 2 / AC3 Audio Encoding	Package	Flat	1	incl	
Flash Video Encoding and Posting	Package	Flat	1		\$1,200.00
MPEG 2 Video Encoding	Package	Flat	1		\$1,200.00
Video Pre-processing	Package	Flat	1	incl	
Q.C.	Inc	Flat	1	incl	
Mastering to DVD-R Check Disc	\$150.00	Disc	1		\$150.00
DVD Cover and Package Artwork	Package	Flat	1		\$1,500.00
Replication of 4 color print DVD units	\$3.95	unit	1000		\$3,95 <u>0.00</u>
Replication of 4 color print 5 to diffe			TOTAL		\$19,260.00

TOTAL CONTRACTOR COST \$47,650.00

## **EXHIBIT E**

# PROJECT MANAGEMENT AND ADMINISTRATION

CONTRACT MANAGEMENT	Rate	Basis Units	Actual
Administrative Fees	Package	Flat 1	\$13,000.00
		TOTAL	\$13,000.00
•	TOTAL CON	TRACTOR COST	\$13,000.00

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#### **Dedicated Access Service Agreement**

- 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 <a href="Exhibit A">Exhibit A</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
- 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 <u>Section 4</u> 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. TWO 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 TWO 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 TWO, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWO 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.

CUSTON	MER:	TWC:	
Ву:		Ву:	
Name:	Jim Moreno	Name:	David Montierth
Title:	Board President, Coast Community College District	Title:	President of Commercial Services
Date:		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 2701 Fairview Road, Costa Mesa, CA 92628. The Service shall have the following capacity:

- dedicated fiber Internet Flat Rate Billing with the bandwidth/term selected below with 29 Static IPs,
- 100base-TX Ethernet handoff UTP, full duplex at customer premise.

Additional capacity (Mbps) and/or static IPs are extra.

#### **Prices**

**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>
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 <a href="http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/">http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/</a>

#### 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 expresses 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.

	4. **

# Community College Library Consortium

A joint endeavor of the Council of Chief Librarians and Community College League of California

#### Master Renewal Order: Summer 2009

Name of Institution:

Orange Coast College

AcctNo:

Name of Primary Contact:

Lori Cassidy

169

Address:

PO Box 5005

City/State/Zip;

Costa Mesa, CA 92628-5005

This order lists the database(s) ordered through the consortium during the Summer 2008 renewal cycle. All databases have a contract term of November 1, 2009 through December 31, 2010 for 14 months.

Please cross out any databases your library does not wish to renew. The invoice will reflect any changes. Colleges that have advance/deposit payments should let us know on this Master Renewal Form that they want to use the funds for these database products. Return this form, with the authorized signature, no later than September 11, 2009. Once the order has been submitted to the Community College League, subscriptions may not be withdrawn. Please fax back to 888-821-1564.

The renewal process is NOT automatic. After this renewal order is received and processed, an invoice will be sent to you and the order placed with the vendor. To order a new database, an individual subscription form must be submitted. See the web site, www.cclibraries.org, for all the databases offered through the consortium. For questions, contact Sarah Raley, 951-776-9788 or sarahraley@ccleague.org.

Invoice dated when the signed Master Renewal is received. For an exception, check here to request invoice dated September 4 \_\_\_\_\_.

#### List of databases to renew for Summer 2009

Vendor	Database		2009 Cost
Encyclopedia Britannica	Britannica Online		\$3,470.76
		Total:	\$3,470,76

Signature of person authorized to commit for purchase:

Print Name and title: Jim Moreno, President, Board of Trustees, Coast Community College

Email Phone number: Fax:

Please note, the invoice will be sent to the primary contact at the top of the page, unless otherwise specified.

Once the order has been submitted to the Community College League, subscriptions may not be withdrawn.

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# Newport-Mesa Unified School District and Coast Community College District

# **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. It is mutually recognized that a Memorandum of Understanding does not create a binding obligation between the parties. Nonetheless, as a courtesy, in the event that either party to this MOU is unable or unwilling to fulfill the responsibilities set forth herein, it shall notify the other in writing no less than ninety (90) days prior to the commencement of a new academic term that the MOU is being suspended or cancelled. 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(s) dean will work with the

#### Newport-Mesa Unified School District and Coast Community College District

# Dual Enrollment Program

#### MEMORANDIUM OF UNDERSTANDING August 1, 2009 Through June 30, 2014

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.
- 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, it 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.

### Newport-Mesa Unified School District and Coast Community College District

# Dual Enrollment Program

#### MEMORANDIUM OF UNDERSTANDING August 1, 2009 Through June 30, 2014

- 6. Facilitate the appropriate procedures that allow students to receive high school credit for the successful completion of the college classes.
- 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, it 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	Jim Moreno
Superintendent	President, Board of Trustees
Newport-Mesa Unified School District Official	Coast Community College District
Date	Date .

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#### AGREEMENT FOR SPECIAL SERVICES

Community College Update and Mandate Information Services

This is an agreement between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Client," and SCHOOL SERVICES OF CALIFORNIA, INC., hereinafter referred to as "Consultant," entered into as of July 1, 2009.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues; and.

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

- 1. Consultant agrees to perform such duties relating to issues of community college finance, including:
  - a. Delivery of one copy of each edition of the Community College Update containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions.
  - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
  - c. Review and analysis of all major legislative bills that have an impact on community colleges, and therefore, within the Client's area of interest.
  - d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.
  - e. Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and providing the Client with appropriate written materials from these meetings.



- 2. The Consultant agrees to perform such duties relating to the education mandated program as set forth including:
  - a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
  - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
  - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
  - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
- 3. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
- 4. The Client agrees to pay Consultant for services rendered under this agreement:
  - a. \$4,200 annually, plus expenses, payable in equal installments of \$350 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.
  - b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
  - c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, FAX, long distance telephone charges, cellular telephone charges, postage, and duplication (other than for one copy of the Community College Update).
- 5. This agreement shall be for the period of one (1) year, beginning July 1, 2009, and terminating June 30, 2010. This agreement may be terminated by either party prior to June 30, 2010, on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
- 6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.



IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

DATE: 6/18/09

Coast Community College District

BY:

SHEILA VICKERS

DATE: May 15, 2009

Vice President

SCHOOL SERVICES OF CALIFORNIA, INC.



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#### **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Community College District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Community College District has the need to secure expert training and consulting services to assist Community College District in its relations and negotiations with its employee organizations; and

WHEREAS Community College District has determined that no less than twenty-seven (27) Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Community College District and is willing to perform such services;

NOW, THEREFORE, Community College District and Attorney agree as follows:

#### **Attorney's Services:**

During the year beginning July 1, 2009, Attorney will provide the following services to Community College District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Community College District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. A monthly newsletter covering employment relations developments.

#### Fee:

Attorney will provide these special services to Community College District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable in one payment prior to August 1, 2009. The fee of paid after August 1, 2009 will be \$2,600.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

#### Additional Services:

Attorney shall, as and when requested by Community College District, make itself available to Community College District to provide representational, litigation, and other employment relations services. The Community College District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Community College District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

#### **Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

#### Term:

The term of this Agreement is twelve (12) months commencing July 1, 2009. The term may be extended for additional periods of time by the written consent of the parties.

#### **Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-seven (27) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2009.

Dated: <u>109</u>	LIEBERT CASSIDY WHITMORE A Professional Corporation By
Dated:	COAST COMMUNITY COLLEGE DISTRICT

By

# SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

### 1505-1515 Monrovia Avenue Newport Beach, California 92663-2869

THIS SECOND AMENDMENT TO REAL PROPERTY PURCHASE AND SALE
AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "Second Amendment") is dated
for reference purposes only as of, 2009, and is entered into by and between
Monrovia Avenue, LLC, a California limited liability company ("Seller"), and Coast
Community College District, a political subdivision of the State of California, ("Buver"). This
Second Amendment shall be effective upon the date on which Buyer and Seller execute this
Second Amendment, as indicated on the signature page hereof and each party subsequently
delivers its executed original counterpart of this Second Amendment to the other party.

#### RECITALS

- A. Seller and Buyer have entered into REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS dated January 20, 2009, (the "Agreement"), with regard to the real property commonly known as 1505-1515 Monrovia Avenue in the City of Newport Beach, County of Orange, State of California, and more particularly defined as the "Property" in Section 1.2 of the Agreement.
- B. Seller and Buyer wish to amend the ending date for the Permitting Period as referenced in Section 3.4 of the Agreement on the terms and conditions set forth herein.
- C. All capitalized terms used herein shall have the same meaning in this Second Amendment as used and defined in the Agreement, unless otherwise stated herein.
- D. In the event of difference between the Agreement and this Second Amendment, the terms of this Second Amendment shall prevail.

#### <u>AGREEMENT</u>

# NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. <u>Contingency Period</u>. Buyer and Seller agree that the Permitting Period defined in Section 3.4 of the Agreement shall be extended for an additional 15 days such that August 25, 2009 shall be the ending date for the Permitting Period. As such, the corresponding date by which Buyer, if Buyer wishes to terminate the Agreement, must deliver to Seller the Disapproval Notice with respect to the Permitting Period, as detailed in Section 3.5 of the Agreement and further referenced in Section 1.3.1.1 of the Agreement, shall also be August 25, 2009.

Page 1 of 2

Second Amendment to Real Property Purchase and Sale Agreement 1505-1515 Monrovia Avenue, Newport Beach Buyer: Coast Community College District Seller: Monrovia Avenue, LLC

- 2. <u>Deposit</u>. In the event Buyer delivers to Seller the Disapproval Notice with respect to Section 3.4 of the Agreement prior to August 25, 2009, the entire amount of the Deposit (including interest) shall be returned forthwith by Escrow Holder to Buyer.
- 3. <u>Agreement Ratification</u>. All other terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, those dates in the Agreement that correspond to the change in the Permitting Period dates as amended pursuant to Section 1 above, shall be adjusted accordingly.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first written above.

"BUYER" Coast Community College District, a political subdivision of the State of California	"SELLER" Monrovia Avenue, LLC, a California limited liability company			
By: Jim Moreno, Board President	By: Telford A. Walker, Manager			
Dated: July, 2009	Dated: July, 2009			

# FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

### 1527-1533 Monrovia Avenue Newport Beach, California 92663-2869

THIS FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "First Amendment") is dated for reference purposes only as of \_\_\_\_\_\_\_, 2009, and is entered into by and among Jennifer Irani, Trustee of the Jennifer Irani Trust dated July 9, 2003, Susan Irani, Trustee of the Irani Living Trust Dated June 3, 2002, Janet Moore, Trustee Under Declaration of Trust Dated August 21, 1998, and Ilse Sultanian, Trustee of the Ilse S. Sultanian Living Trust dated June 25, 2002 (individually and collectively referred to herein as "Seller"), and Coast Community College District, a political subdivision of the State of California, ("Buyer"). This First Amendment shall be effective upon the date on which Buyer and Seller execute this First Amendment, as indicated on the signature page hereof and each party subsequently delivers its executed original counterpart of this First Amendment to the other party.

#### RECITALS

- A. Seller and Buyer have entered into REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS dated January 20, 2009, (the "Agreement"), with regard to the real property commonly known as 1527-1533 Monrovia Avenue in the City of Newport Beach, County of Orange, State of California, and more particularly defined as the "Property" in Section 1.2 of the Agreement.
- B. Seller and Buyer wish to amend the ending date for the Permitting Period as referenced in Section 3.4 of the Agreement on the terms and conditions set forth herein.
- C. All capitalized terms used herein shall have the same meaning in this First Amendment as used and defined in the Agreement, unless otherwise stated herein.
- D. In the event of difference between the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

# <u>AGREEMENT</u>

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. <u>Contingency Period</u>. Buyer and Seller agree that the Permitting Period defined in Section 3.4 of the Agreement shall be extended for an additional 15 days such that August 25, 2009 shall be the ending date for the Permitting Period. As such, the corresponding date by which Buyer, if Buyer wishes to terminate the Agreement, must deliver to Seller the Disapproval Notice with respect to the Permitting Period, as detailed in Section 3.5 of the Agreement and further referenced in Section 1.3.1.1 of the Agreement, shall also be August 25, 2009.

Page I of 2

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- 3. <u>Agreement Ratification</u>. All other terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, those dates in the Agreement that correspond to the change in the Permitting Period dates as amended pursuant to Section 1 above, shall be adjusted accordingly.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first written above.

"BUYER"	"SELLER"
Coast Community College District, a political subdivision of the State of California	Jennifer Irani, Trustee of the Jennifer Irani Trust dated July 9, 2003
Cambina	Ву:
	Jennifer Irani, Trustee
By:	, 2009
Jim Moreno, Board President	Shares I I'M a sale was a sale
Dated: July, 2009	Susan Irani, Trustee of the Irani Living Trust Dated June 3, 2002
	Ву:
	Susan Irani, Trustee
	Dated: July, 2009
	Janet Moore, Trustee Under Declaration of Trust Dated August 21, 1998
	By:
	Janet Moore, Trustee
	Dated: July, 2009
	Ilse Sultanian, Trustee of the Ilse S.
	Sultanian Living Trust dated June 25, 2002
	By:
	Ilse Sultanian, Trustee
	Dated: July, 2009