

**Special Meeting
Board of Trustees
Coast Community College District**

Date: Monday, August 17, 2009

**Location: District Board Room
1370 Adams Ave., Costa Mesa, CA**

Time: 5:00 p.m.

A G E N D A I T E M S

- 1. Call to Order**
- 2. Pledge of Allegiance – Trustee Mary L. Hornbuckle**
- 3. Roll Call**
- 4. Opportunity for Public Comment (Items on the Agenda)**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5 minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

- 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

5.02 Round Table Discussion with Constituency Groups

Coast Federation of Educators

Coast Federation of Classified Employees

Coast Community College Association/California Teachers Association

Coast District Management Association

Coastline Community College Academic Senate

Golden West College Academic Senate

Orange Coast College Academic Senate

Coastline Community College Student Advisory Council

Associated Students of Golden West College

Associated Students of Orange Coast College

5.03 Comments from the Board of Trustees

6. Adjournment

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AGENDA

Coast Community College District Regular Meeting of the Board of Trustees

Date: Wednesday, August 19, 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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
 - a. Dean, Instruction
4. Part-time Faculty
5. Classified Staff
 - a. Instructional Assoc-Success Center, Temporary
 - b. Food Service Worker
 - c. Systems Analyst Specialist
6. Classified Temporary Assignments
7. Hourly Staff
8. Substitute Classified
9. Clinical Advisor/Summer
10. Student Workers

- 1.04.02 Conference with Real Property Negotiators
(Pursuant to Section 54956.8)
Property: 1527-1533 Monrovia Avenue, Newport Beach, CA
Agency Negotiators: Ding-Jo H. Currie, Ph.D., Interim Chancellor
Toliver Morris, WM Commercial Real Estate
Negotiating Parties: Eric C. Smyth
Michael A. Hefner, VOIT Commercial Brokerage
Under Negotiation: Price and Terms
- 1.04.03 Conference with Real Property Negotiators
(Pursuant to Section 54956.8)
Properties: 1505 and 1515 Monrovia Avenue, Newport Beach, CA
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Negotiating Parties: Kirstin Emershaw, Monrovia Avenue, LLC
Under Negotiation: Price and Terms
- 1.04.04 Conference with Real Property Negotiators
(Pursuant to Section 54956.8)
Properties: 1640 Monrovia Avenue, Costa Mesa, CA
Agency Negotiators: Ding-Jo H. Currie, Ph.D., Interim Chancellor
Negotiating Parties: Cory Alder, The Nexus Companies
Curt Olson, The Nexus Companies
Under Negotiation: Price and Terms
- 1.04.05 Public Employee Discipline/Dismissal/Release
(Pursuant to Section 54957)
- 1.04.06 Conference with Labor Negotiator
(Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Unrepresented Employees: Educational Administrators
- 1.04.07 Conference with Legal Counsel: Anticipated
Litigation (Pursuant to sub-section "c" of
Government Code Section 54956.9)

Potential initiation of litigation - 1 Case
- 1.04.08 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)
Sleep v. Coast Community College District (CCCA-CTA/NEA)
Chambers v. Coast Community College District (CCCA-CTA/NEA)
Warwick v. Coast Community College District (CFE)
Jasser v. Coast Community College District (CFE)
Jeannette Faber v. Coast Community College District,
Orange County Superior Court Case No. 30-2009-00126090

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance - Trustee Walter Howald
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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- 1.09 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 Distance Education Report 2008/2009
- 2.02 Matters for Review, Discussion and/or Action
- 2.02.01 Review of Board Meeting Dates
- 2.02.02 Review of Board Committees' Meeting Dates
- 2.02.03 Consideration of Meetings and Conferences of the American Association of Community College (AACC) Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)
- 2.02.04 Opportunity for the Board to Review the Board Directives Log
- 2.02.05 Receive Initial Proposal from the Coast Federation of Classified Employees to Negotiate the Agreement between the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 and the Coast Community College District
- 2.02.06 Receive Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794
- 2.02.07 Opportunity for the Board to Review Proposed Policy 010-2-23, College Bookstores
- 2.02.08 Opportunity for the Board to Review Proposed Policy 010-2-24, Associated Students' Finance
- 2.02.09 Opportunity for the Board to Review Proposed Policy 010-2-22, Board of Trustees Travel Policy
- 2.03 Review of Buildings and Grounds Reports
 - Orange Coast College Child Care Afterschool Classroom
 - Orange Coast College Softball Field
 - Orange Coast College New Consumer Health & Science Lab Building
 - College Student Center Renovation
 - Golden West College Learning Resource Center
- 2.04 Review of Internal Audit Report
- 3.00 Consent Calendar
- 3.01 Curriculum Approval (None)
- 3.02 Authorization for Attendance at Meetings and/or Conferences
 - 1. Meeting for the Board of Trustees
 - 2. Meetings for Faculty and Staff
- 3.02.01 Authorization for Student Trips – Coastline Community College

- 3.02.02 Authorization for Student Trips – Golden West College
- 3.02.03 Authorization for Student Trips – Orange Coast College
- 3.03 General Items
 - 3.03.01 Authorization for Special Projects – Coastline Community College
 - Informational Workshop
 - Special Programs and Services for the Disabled Events
 - Acquired Brain Injury Ice Cream Social Graduation
 - Office of Instruction Staff Workshop
 - Second Annual Orange County Conference on Hate Crime
 - All-College Fall Meeting
 - Visionary of the Year Gala
 - Culinary Event
 - Strikes 4 Scholarships Bowling Event
 - Orange County Paralegal Association Student Section Meeting
 - Endow the Future "End of Campaign" Celebration
 - Latino Youth Leadership Academy
 - Academic Senate Executive Committee's Planning Workshop
 - 3.03.02 Authorization for Special Projects – Golden West College
 - Institute for Professional Development (IPD) Meetings and Events
 - Staff Development Meetings and Events
 - Music Concert – Leipzig Idol 1722
 - Big Band Concert
 - Music Concert – Season's Greetings!
 - Symphonic Band Fall Concert
 - Invitational Dance Concert
 - Holiday Art Sale
 - Jazz Concert
 - Nursing 100 Orientation
 - ASGWC and Club Events Summer and Fall 2009
 - 14th Annual Health Occupations Educator Institute
 - Health Care Regulatory Update Workshop
 - University Representatives
 - Transfer Day Fairs
 - New International Student Program Orientations
 - EOPS/CARE Workshops and Tours
 - International Week of Peace
 - Texas Hold 'Em Tournament
 - Scholarships & Awards Ceremony 2010
 - 3.03.03 Authorization for Special Projects – Orange Coast College
 - Staff Diversity Events
 - Student Government to host and facilitate a variety of weekly events
 - Constitution Day Celebration
 - Annual Honors Night in the Robert B. Moore Theatre
 - Variety of vendors at Orange Coast College Commencement
 - Club Rush
 - Variety of activities, entertainment and performances Sponsored by ASOCC
 - Vendors at Orange Coast College to provide fundraising opportunities for the ASOCC
 - Coast Days
 - End of the Semester Luncheons for ASOCC InterClub Council
 - Angel Tree Gift Drive and Children's Center Holiday Party
 - Special Olympics
 - Awareness Day Events
 - Open Mic for Students

Movie Night for Students
 Field Day
 Graduation Rehearsal BBQ
 Staff Diversity Events
 Academic Senate Events
 Emeritus Institute Events
 Meetings for Early Childhood Lab School Staff
 Parent and Family Events for Early Childhood Lab School
 Student Health Services Meetings and Events
 International Center Activities
 North OC YWCA Encore Program
 Annual Job Fair
 Job Placement Office Meetings and Events
 1st Annual Foster Youth College Fair
 Health Fair
 Literature and Language Meetings and Events
 Consumer & Health Sciences Meetings and Events
 EOPS/CARE/CalWORKS Staff Workshop
 The Big Print Exhibition
 The Art of Alex Grey Exhibition
 Workshops for Off-Campus Professional Groups
 English Department Workshop
 OCC Symphony
 OCC Jazz Ensembles
 OCC Chamber Singers and Chorale
 OCC Wind Ensemble Concert
 OCC Symphony "The Four Seasons"
 A Casual Evening of Music Theatre
 Pop Vocal Performance
 OCC Wind Ensemble Concert "7th Annual Christmas Concert"
 Opera Magnifico!
 Sweet Melody
 An Evening Chat with Walt, II
 OCC Chorale and Orchestra
 OCC Jazz Ensembles
 OCC Symphony
 OCC Wind Ensemble
 Pop Vocal Performance
 Fullerton College Invitational Choral Festival
 Choral Concert Performance of Fountain Valley High School
 Choral Concert Performance of Costa Mesa High School
 Faculty Academy/Tenure Track Workshops

- 3.03.04 Authorization for Special Projects – District
 - Approval to Administratively Schedule Volunteers to Assist College and District Related Activities
 - Approval of Travel Reimbursements for Semifinalist Candidates for the position of Chancellor, Coast Community College District
 - Approval of District Student Council Expenditures
- 3.03.05 Authorization for Disposal of Surplus
- 3.03.06 Authorization to Enter Standard Telecourse Agreements – Coastline Community College
- 3.03.07 Authorization to Apply for Funded Programs
- 3.03.08 Approval of Clinical Contracts – Orange Coast College
- 3.03.09 Authorization for Purchase of Institutional Memberships – Coastline Community College

- 3.03.10 Authorization for Purchase of Institutional Memberships – Golden West College
- 3.03.11 Authorization for Purchase of Institutional Memberships – Orange Coast College
- 3.03.12 Authorization for Purchase of Institutional Memberships – District
- 3.03.13 Authorization for Community Activities – Orange Coast College
- 3.03.14 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 Leaves of Absence
 - 3.04.03 Authorization for Changes in Assignments, Academic Staff
 - 3.04.04 Authorization for Contract Amendments Based Upon Horizontal Salary Moves
 - 3.04.05 Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff
 - 3.04.06 Authorization for Schedule Changes, Classified Staff
 - 3.04.07 Authorization for Professional Experts
 - 3.04.08 Authorization for Monthly Travel Allowances
- 3.05 Additional Personnel Items
 - 3.05.01 Authorization for Independent Contractors – Coastline Community College
 - 3.05.02 Authorization for Independent Contractors – Golden West College
 - 3.05.03 Authorization for Independent Contractors – Orange Coast College
 - 3.05.04 Authorization for Independent Contractors - District
 - 3.05.05 Authorization for Staff Development - Golden West College
 - 3.05.06 Authorization for Off-Campus Assignment - Coastline Community College
 - 3.05.07 Authorization for Off-Campus Assignment - Golden West College
 - 3.05.08 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
- 4.00 Action Items
- 4.01 Approval of Agreements – Coastline Community College
- 4.01.01 Approve Letter of Agreement between Prometric and the Coast Community College District to Administer Internet-based DSST® Testing Programs in Support of the MOU between Commanding Officer, Naval Construction Battalion Center, Gulfport Mississippi and Coast Community College District
- 4.01.02 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commanding Officer, Naval Construction Battalion Center, Gulfport, Mississippi and Coast Community College District
- 4.01.03 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Provide National Emergency Grant (NEG) Services at the Orange County One-Stop Center
- 4.01.04 Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services
- 4.01.05 Approve Agreement between Chevron Products Company and the Coast Community College District for the Design, Development and Delivery of a Blended/Hybrid Course for Safe Work Practices Workshop and Train-the-Trainer Sessions
- 4.01.06 Approve an Amendment to an Agreement between the McGraw-Hill Companies and the Coast Community College District to Publish the Eighth Edition of the Telecourse Student Guide for the Humanities Through the Arts
- 4.01.07 Approve an Amendment to an Agreement between Worth Publishing Group, LLC and the Coast Community College District to Design and Produce a Student Guide for the Telecourse Transitions throughout the Lifespan
- 4.01.08 Approve Agreement between NCS Pearson, Inc. and the Coast Community College District to Provide Computer-based Professional and Occupational Certification Examinations
- 4.01.09 Approve First Amendment to Lease between The Irvine Company, LLC, a Delaware Limited Liability Company, and the Coast Community College District to Lease Real Property Located at 125 Technology Drive, Irvine, California
- 4.02 Approval of Agreements – Golden West College
- 4.02.01 Approve Agreement with University of California, Irvine for Guest Speaker Services
- 4.02.02 Approve Agreement with Regents of the University of California to Administer the Puente Project

- 4.02.03 Approve Agreement with Time Warner Cable for Utilizing a Dedicated Circuit Connection
- 4.03 Approval of Agreements – Orange Coast College
 - 4.03.01 Approve Agreement between the Pacific Maritime Institute and the Coast Community College District for the purpose of providing Curriculum for Radar Training for the Professional Mariner's Program
 - 4.03.02 Approve Standard Agreement between Orange County Head Start, Inc. and the Coast Community College District for the purpose of offering instruction in Disaster Preparedness (EC 262) and Health & Safety in the Preschool Classroom (EC 199)
 - 4.03.03 Approve Agreement between Got Hotdogs and the Coast Community College District for the purpose of Serving Hot Dog Products on the Orange Coast College Campus
 - 4.03.04 Approve Agreement for Extension of agreement between The Drip and the Coast Community College District for the purpose of serving coffee products on the Orange Coast College Campus
- 4.04 Approval of Agreements – District
 - 4.04.01 Approval of Agreement Between Keenan and Associates and the Coast Community College District for Workers' Compensation Claims Administration
 - 4.04.02 Ratification of Contractor Services Pursuant to District's FY 2009-2010 Standard Annual Agreement for Contractor Services for Amounts in Excess of \$15,000
 - 4.04.03 Approval of Contractors for FY 2009-2010 Pursuant to District's Standard Annual Agreement for Contractor Services
- 4.05 Buildings and Grounds Approvals
 - 4.05.01 Authorization to File Notice of Completion
 - 4.05.02 Approve Independent Contractor Agreement with Webb Design; Orange Coast College Student Center Swing Space
 - 4.05.03 Ratification of Termination of General Contractor from the Orange Coast College Child Care Center Project; Bid No. 1957
- 4.06 General Items of Business – District
 - 4.06.01 Approval for the County of Orange Registrar of Voters to use Coast Community College District Office Board Room as a Poll Site
 - 4.06.02 Nominations for Appointments to the Orange County Legislative Task Force for FY 2009-10
 - 4.06.03 Authorization for Coast Community College District's Participation in the 2010 Chancellor's Office Tax Offset Program (COTOP)
 - 4.06.04 Authorize Negotiations between District and Bargaining Units and District and Meet and Confer Groups regarding Work Conditions
 - 4.06.05 Recommended Reductions to the Board of Trustees Budgets for FY 2009-10

- 4.06.06 Approve Revisions to Board Service Awards and Retirement Recognition Programs
- 4.06.07 Approve Adoption of Resolution Regarding Mitigated Negative Declaration and Filing of Notice of Determination for Coastline Community College Newport Beach Learning Center
- 4.07 Resolutions
 - 4.07.01 Adoption of Coast Community College District Board of Trustees Resolution # 09-37 - Resolution Honoring the City of Huntington Beach's Centennial Anniversary
 - 4.07.02 Adoption of Coast Community College District Board of Trustees Resolution # 09-38 - Child Development Program Resolution
 - 4.07.03 Adoption of Coast Community College District Board of Trustees Resolution # 09-40 - Resolution Supporting the Federal Government's Efforts to Increase Access to Healthcare
- 4.08 Approval of Minutes
 - Regular Meeting of: July 15, 2009
 - Special Meeting of: July 28, 2009
- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

1.00 Procedural Matters

Meeting: 08/19/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Procedural Matters

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Additional Administrative Content:

Action Agenda Details:

Motion:

Created on 06/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/13/2009 by Jodi Rodriguez.

1.09 Acceptance of Retirements

Meeting: 08/19/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content**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:

Administrator

Craig, Jess, OCC, Vice President, Student Services retirement effective 12/21/09.

Jess Craig, who served as VP of Student Services at OCC is retiring after 8 years. Prior to coming to OCC, he was an administrator with Irvine Valley College for 12 years, and has had a 30-year career in community college education. Jess' motto was always: "I'm here to serve students and to continue to improve the quality of services provided to students, faculty, staff and the community." In his position, Jess was responsible for administering and supervising all OCC Student Services Programs, including the Admissions and Records Office, the Associated Students Program, the Financial Aid and Job Placement Program, International Student Services, Student Health Services, the Student Assessment Program, Matriculation Services, EOPS, and other Student Services components, including the Student Bookstore, and the Children's Center. He looks forward to spending time with his grandchildren and his wife.

Faculty

Booth, Dianne M., GWC, Instructor, Nursing retirement effective 05/29/09.

Dianne Booth joined the nursing faculty at GWC in 1971 as an instructor in the LVN program and the Psychology Technology program. She received both her BSN and MSN from California State University Los Angeles. During her time with GWC, she has held various positions within the nursing department, including Assistant Director as well as teaching in both the entry nursing course and the graduating students. For the last few years, Dianne has worked in the community setting where she developed many innovative student placements.

Dianne enjoys gardening and has shared this passion with the nursing department as she cared for our plants and brightened the offices with variety of flowers. One of her favorite places is Palm Desert where she enjoys time with family and friends.

Davis, Nadine, GWC, Instructor, Nursing, retirement effective 05/31/09.

Nadine Davis has been a valued faculty member at GWC for over thirty years. She began as a faculty member in our Human Services program and later joined the nursing program. Nadine has held many positions in the Nursing Program, as well as participating in Coast Community College District committees and serving as a Union Vice-President.

As if that was not enough to keep her busy, Nadine is the faculty advisor for the GWC California Nursing Student Association (CNSA). Due to Nadine's hard work and love of the students, GWC has one of the most active CNSA chapters in the state. Under Nadine's mentoring, we have had numerous nursing students elected to the association's state and national offices. Nadine also serves on the unofficial School of Nursing Social Committee, as she organizes numerous student activities, fundraisers and Nurse

Week celebrations.

Nadine is well liked by her students and they stay in touch over the years. You cannot go into a local hospital as a GWC faculty member without many nurses asking you, "How is Nadine?". In addition, many of her students have become her friends over the years.

In her spare time, Nadine enjoys traveling, spending time with her family and reading a good book. Nadine likes shopping at farmer's markets and sharing a good meal with good friends. We are excited for Nadine as she begins this new chapter in her life, but we will see her around campus as she continues to work with CNSA.

Hickey, Margaret, CCC Instructor/Coordinator, retirement effective 07/01/09.

After nearly thirty-five years and a very distinguished career in the Coast Community College District, Margaret Hickey retired effective July 1, 2009. Margaret's most recent assignment was as the Faculty Coordinator of the Coastline Student Success Center. She helped countless students improve their math, English, reading and writing skills through classes and tutoring programs. Many students can attribute their educational success to the support that they received from Margaret. Her contributions to the students, College and District will be missed. However, Margaret is looking forward to an enjoyable retirement and spending time with her family.

Classified Management

Conry, Joseph, CCC, Director of Computer Services, retirement effective 08/01/09.

Josh Conry began his career with Coastline College in February of 1998, as a part time faculty member in the Computer Science Department. In November of 1998 Josh was employed as an hourly employee in the Computer Services Department. In 1999 Josh was hired full time as an Information Systems Technician, Senior in the Computer Services Department. In August 2000, Josh received a promotion as the Director of the Computer Services Department at Coastline. Over the years Josh has supervised the daily operations of the department in support of the college and networking systems at multiple locations including the college administrative offices. Coastline thanks Josh for his dedicated service and support to the college. We all wish him the best as he begins a new chapter in his life.

Classified

George, Partick, OCC, Information System Technician I, retirement effective 08/03/09.

After a decade of service, effective August 3, 2009, Patrick Joseph George better known as Joe George will be retiring from Orange Coast College. He began his career as an Instructional Associate in the Electronic Technology Department in August 1999. He assisted the Electronic Instructors in the Lab during evening classes, as well as a Part Time Faculty where he taught daytime lab classes. In November of 2004, Joe transferred to the Information Technology Department where he worked as an Information Systems Technician I.

Additional Administrative Content

Action/Agenda Details

Motion:

2.00 General Information and Reports

Meeting: 08/19/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.00 General Information and Reports

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/12/2009 by Jodi Rodriguez.

2.01 Informative Reports

Meeting: 08/19/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.01 Informative Reports

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

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.03 Reports from the Officers of Student Government Organizations

Coastline Community College
Golden West College
Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.05 Reports from Employee Representative Groups

2.01.06 Reports from the Board of Trustees

2.01.07 Reports from the Board Committees

Audit Committee
Accreditation Committee
Career Technical Education Committee
Land Development Committee

2.01.08 Distance Education Report 2008/2009

In accordance with Title 5, Chapter 6, Subchapter 3, Section 55210, a report on distance education activity must be provided to the local governing board no later than August 31 of each year. This section was added to Title 5 in August 2007. (See Attachment #18)

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/13/2009 by Jodi Rodriguez.

2.02 Matters for Review, Discussion and/or Action

Meeting: 08/19/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**2.02 Matters for Review, Discussion and/or Action****2.02.01 Review of Board Meeting Dates**

<u>Date</u>	<u>Topics</u>
September 2, 2009	Regular Meeting
September 16, 2009	Regular Meeting
September 30, 2009	Regular Meeting
October 21, 2009	Study Session, Adoption of Budget Calendar, Board Self-Evaluation
November 4, 2009	Regular Meeting
November 18, 2009	Regular Meeting, Internal Audit Report, Quarterly Financial Status Report
December 9, 2009	Regular/Organizational Meeting

2010 Board Meeting Dates for Review

January 20, 2010	Regular Meeting
February 3, 2010	Regular Meeting
February 17, 2010	Regular Meeting
March 3, 2010	Regular Meeting
March 17, 2010	Regular Meeting/Budget Study Session
April 7, 2010	Regular Meeting
April 21, 2010	Regular Meeting/Service Awards
May 5, 2010	Regular Meeting
May 19, 2010	Regular Meeting
June 16, 2010	Regular Meeting
July 14, 2010	Regular Meeting
August 4, 2010	Regular Meeting/Study Session
August 18, 2010	Regular Meeting
September 1, 2010	Regular Meeting
September 15, 2010	Regular Meeting
October 6, 2010	Regular Meeting
October 20, 2010	Regular Meeting/Study Session
November 3, 2010	Regular Meeting
November 17, 2010	Regular Meeting
December 8, 2010 *	Regular/Organizational Meeting
* (tentative)	

2.02.02 Review of Board Committees' Meeting Dates

Career Technical Education Committee	August 13, 2009	Board Conference Room 10:00 a.m.
Accreditation Committee	August 24, 2009	Board Conference Room 3:00 p.m.
Land Development Committee	August 27, 2009	Board Conference Room 10:00 a.m.
Audit Committee	November 17, 2009	Board Conference Room 3:00 p.m.
Accreditation Committee	February 24, 2010	Board Conference Room 3:00 p.m.

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

September 14-15, 2009	Sacramento Board of Governors Meeting
October 6-10, 2009	San Francisco ACCT Annual Congress
November 2-3, 2009	San Francisco Board of Governors Meeting
November 8-10, 2009	Washington, D.C. AACC Washington Institute
November 19-21, 2009	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
February 22-24, 2010	Sacramento, CCLC Effective Trustees Workshop
April 17-20, 2010	Seattle, WA AACC Convention

2.02.04 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.



08-19-09 Meeting.pdf

2.02.05 Receive Initial Proposal from the Coast Federation of Classified Employees to Negotiate the Agreement between the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 and the Coast Community College District

In compliance with the Educational Employment Relations Act, the Coast Federation of Classified Employees/American Federation of Teachers-Local 4794 (CFCE/AFT)

presents its initial proposal to negotiate the Agreement with the Coast Community College District. Pursuant to section 3547 of the Government Code and in compliance with the current collective bargaining agreement between the parties, the Coast Classified Employees hereby opens the articles as listed in the attached proposal.

The initial proposal is attached to each Trustee's agenda and is available at the District's Office of Human Resources. Any comments by the public will be received by the Board of Trustees during the public hearing session of its next regular meeting scheduled to be held on September 2, 2009. No action is required at this time. (See Attachment #17)

2.02.06 Receive Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

In compliance with the Educational Employment Relations Act, the Coast Community College District presents its initial proposal to negotiate the Agreement with the Coast Federation of Classified Employees/American Federation of Teachers-Local 4794 (CFCE/AFT). Pursuant to section 3547 of the Government Code and in compliance with the current collective bargaining agreement between the parties, the Coast Community College District hereby opens the articles as listed in the attached proposal.

The initial proposal is attached to each Trustee's agenda and is available at the District's Office of Human Resources. Any comments by the public will be received by the Board of Trustees during the public hearing session of its next regular meeting scheduled to be held on September 2, 2009. No action is required at this time. (See Attachment # 17)

2.02.07 Opportunity for the Board to Review Proposed Policy 010-2-23, College Bookstores

After review by the Board Clerk, Trustees shall have the opportunity to review proposed policy 010-2-23, College Bookstores. Recently, several issues have arisen at the college campus level regarding college bookstores. Research has revealed that there is currently no Board policy on bookstores established by the Board of Trustees. The Board Clerk reviewed State law, regulations, and Community College League of California model policies regarding college bookstores, and prepared the following umbrella draft policy, which is submitted for Board consideration and adoption. It is anticipated that the policy will be referred to the Interim Chancellor and Chancellor's Cabinet for consideration of further implementation of this policy and procedures regarding college bookstores. Any recommended policy or procedure changes shall be returned to the Board of Trustees within ninety days.

It is recommended by the Board Clerk that this policy be adopted by the Board of Trustees

INTRODUCTION

010-2-23

(Board of Trustees)

Approved XX/XX/XXXX

COLLEGE BOOKSTORES

College bookstores in the Coast Community College District are established by the Board of Trustees for the benefit of the students of the college. The goal of a college bookstore is to be self-sufficient, but not to make a profit (where revenues do not exceed expenditures). Excess revenue is to be primarily applied to reduce bookstore costs to the students, while insufficient revenue is to be provided from student government funds or bookstore reserves. The basic purpose of the college bookstore is to offer the required textbooks and other instructional materials for sale to students of the college for the lowest possible price in a timely manner; and further to provide a means for students to sell or trade used or unneeded textbooks previously purchased from the college's bookstore. College bookstores also shall serve the needs of the faculty, ensuring that course textbooks and materials are available to students.

Net proceeds from the operation of the colleges' bookstores may be used for the general benefit of the student body as determined by the Board of Trustees. Funds may be expended for services and property, including, but not limited to, parking facilities, stadiums, student centers, student unions, health centers, bookstores, or auxiliary facilities for use of students.

Fiscal management of the colleges' bookstores shall be in accordance with the California Community Colleges Budget and Accounting Manual. An annual audit of the records and accounts of the bookstore shall be provided to the Board of Trustees by each college.

College bookstores may be operated by the students, the college administration, or by a qualified vendor. Upon the request of the college student government and the college administration, the Board of Trustees may select an outside vendor to operate a college bookstore. The selection of a qualified vendor must be by competitive process, including a bid process or by a Request for Proposals approved by the Board of Trustees, with contract approval by the Board of Trustees finding that such outside vendor operation will be in the best interests of the students.

Education Code Section 81676

2.02.08 Opportunity for the Board to Review Proposed Policy 010-2-24, Associated Students' Finance

After review by the Board Clerk, Trustees shall have the opportunity to review proposed Policy 010-2-24, Associated Students' Finance. Recently, several issues have arisen regarding the expenditure of student body funds. A review of the Board policies revealed that there is no Board adopted policy regarding associated students' finance. The Board Clerk reviewed State law, rules, regulations as well as the Associated Student Body Accounting Manual published by California School Information Services, and drafted an umbrella policy on associated students' finance. A large part of this policy addresses the basic purpose and definition of associated students' financial matters. The key regulation is found in policy Section II, "Policies Related to Use of Student Body Funds." In Section II, paragraph A provides a requirement that the Board of Trustees' approval is required in advance of any proposed college student fund expenditure which: 1) exceeds \$100,000 in one year for any project or program requested by a non-student group, organization, or individual 2) requires a commitment of funds beyond one year.

It is anticipated that the policy will be referred to the Interim Chancellor and Chancellor's

regarding associated students' finance. Any recommended policy or procedure changes shall be returned to the Board of Trustees within ninety days.

It is recommended by the Board Clerk that this policy be adopted.

INTRODUCTION

010-2-24

(Board of Trustees)

Approved XX/XX/XXXX

ASSOCIATED STUDENTS' FINANCE

PURPOSE

Community Colleges that have student organization funds in their possession have a fiduciary responsibility to safeguard those funds for the benefit of the students and to ensure that such funds are utilized to provide the greatest good to the largest number of students. The Board of Trustees and Chancellor are charged with the fiduciary and oversight responsibility of supervising and auditing all funds raised by the student body organizations when using the name of the District or its three colleges, in order to ensure that the greatest number of students benefit from the funds.

POLICY

Student activities, including student body organizations, are an integral part of every student's college experience. At the colleges they are planned with sufficient variety and frequency to provide an opportunity for all students to participate. Careful consideration, however, is given to developing programs so that they do not interfere with the instructional program. Students may develop additional co-curricular activities under the direction of the appropriate college administrator when there is a need for them.

The District's independent external auditors, on behalf of the Board of Trustees, have a responsibility to audit all funds raised by the student body or student body organizations. Any findings considered material will be included in the final annual district financial report as an audit finding. Each finding will have with it a recommendation regarding how to correct the weakness. The District must then provide a written response to both the audit finding and the auditors' recommendation, and develop an action plan to ensure that the finding does not occur again.

I. Definition of Student Body Funds

- A. Student body funds consist of monies that are in the name of the college or the students at each college. These monies shall be used for the general good of the student body.

II. Policies Relating to Use of Student Body Funds

- A. The Board of Trustees shall approve in advance any proposed college associated student fund expenditure which:
 - i. Exceeds \$100,000 in one year for any project or program requested by a non student group, organization or individual;
 - ii. Requires a commitment of funds beyond one year.
- B. All funds shall be expended according to procedures established by the

Associated Students of each college, subject to the approval of each of the following three persons, which shall be obtained each time before any funds are expended:

- i. The College President, or designee;
- ii. The employee who is the designated advisor of the particular student body organization; and
- iii. The President, or other designee, of the student body organization.

C. Purchases or expenses paid for by a student body fund shall be used for the general welfare of the students.

D. The Chancellor of the Coast Community College District is responsible for all funds raised by activities of the student body, in their origin and disbursement. The Chancellor or Board of Trustees is authorized to order an audit of student body finances. Should it be found that any procedure or specific form which has been agreed upon has not been followed, orders or instructions may be issued to correct the conditions. Such an audit, in each instance, shall determine the following factors:

- i. Proper Accounting. That the funds of the student body have been properly accounted for, including verification insofar as it is practicable of cash receipts, disbursements and balances.
- ii. Solvency. That the student body is solvent or in a satisfactory financial condition, with special reference to cash on hand and unpaid obligations.
- iii. Efficiency. That efficient methods and procedures are used in accounting and controlling cash transactions. The Chancellor shall present recommendations for any changes in methods and procedures as are judged necessary to produce the desired efficiency.

E. All expenditures of the student body monies shall conform to the provisions of California Education Code, Sections 76063 and 76064.

2.02.09 Opportunity for the Board to Review Proposed Policy 010-2-22, Board of Trustees Travel Policy

At the recommendation of the Board Clerk, Trustees shall have the opportunity to review the proposed policy on governing board travel. While the Board of Trustees' budget has allotted approximately \$20,000 per year for Trustee travel, the actual expenditures for the past several years have been nearly double the budgeted amount. It is recommended that this policy restrict governing board member travel to \$5,000 per year, per elected Trustee, with no transfers authorized between members. After Trustee review and comment, this item shall be returned to the Agenda for action on September 2, 2009.

INTRODUCTION

010-2-22

(Board of Trustees)

Approved XX/XX/XXXX

BOARD OF TRUSTEES TRAVEL POLICY

Members of the Board of Trustees are encouraged to participate in activities that increase and enhance their understanding of the community college mission and the role of trustees on a governing board. When such participation occurs, board members are encouraged to report on their activities to their fellow trustees, at a regular board meeting. The governing board of each community college district shall provide for the payment of the travel expenses of any representatives of the board when performing services directed by the board.

The Board of Trustees travel policy shall include all District payments or reimbursements for transportation, meals and lodging, as well as conference registration fees. The Board further recognizes that District paid or reimbursed travel costs are a privilege and not a right. Therefore, District paid travel must be limited in amount and frequency. District paid travel must be also be transparent and justified to accommodate the public interest. The Board of Trustees hereby establishes a maximum annual payment for travel expenses of \$5,000 per Trustee.

Any unexpended travel funds remaining in the Board of Trustees' budget at the end of the fiscal year will be returned to the General Fund. Board Members shall not donate, transfer or share any portion of any Trustee's annual travel allocation with any other Trustee.

Reimbursement for trustee travel expenses shall follow the same District procedures established for staff. District and college foundations shall not authorize any reimbursement for trustee travel, unless approved in advance by the Board of Trustees.

Education Code Section 72423

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/05/2009 at 10:56 AM by CCCDA dsvc. Last update on 08/13/2009 by Jodi Rodriguez.

2.03 Review of Buildings and Grounds Reports

Meeting: 08/19/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.03 Review of Buildings and Grounds Reports

Orange Coast College Child Care Afterschool Classroom

Architect: Taylor Architects
Construction Start: December 2008/Estimated Completion: August 2009
Funding Source: OCC Foundation
Project Status: Over the past month, District Facilities received several stop notices from subcontractors for non-payment. The OCC Construction team met several times with the general contractor to resolve the financial and other issues for this project but the contractor failed to perform pursuant to his contract. District Risk Services and Facilities reviewed the issues with District Counsel and it was determined in the best interest of the project, the contractor be given ten days notice to resolve all issues or quit the project. The project is on hold pending replacement of the general contractor.

Orange Coast College Softball Field

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

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
Construction Completion: October 2010
Funding: Measure C General Obligation Bond and State Capital Outlay Funds
Status: The ABC Building construction is underway with the concrete work on the building pads in process.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
DSA Approval: September 2009
Construction Start: December 2009
Funding: Measure C General Obligation Bond
Status: The Student Center Renovation is a new project which includes adding a classroom for the culinary arts program, renovating the cafeteria kitchen and remodeling to the ASOCC area.

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: This project is currently forty-four working days behind schedule due to a stop notice issued by the architect. The following activities were completed in June: installation of the underground conduits and vaults; finish grading and layout for east building boundary paving; plumbing and installation of HVAC equipment for first floor; and completion of exterior stud framing for first floor. Currently the contractors are placing the second floor slab shoring, installing electrical conduits, erecting and welding structural steel and installing interior metal studs.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 08/22/2009 at 10:13 AM by CCCCDBG. Last update on 08/13/2009 by Jodi Rodriguez.

2.04 Review of Internal Audit Report

Meeting: 08/19/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.04 Review of Internal Audit Report

The following Activity Report for the period April 1, 2009 to June 30, 2009, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

A. STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED JUNE 2009

1. Change Fund Audit – During the reporting period, Internal Audit Services performed random counts of change funds at all of the campuses. No significant issues were noted.
2. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended March 31, 2009. No significant issues were noted.
3. GASB 35 Facilitation (Capital Assets) – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2008/2009 at each campus and verified as being tagged with the assigned asset number.
4. Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from January 1, 2009 through March 31, 2009 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.
5. Construction Project Audits – During the reporting period, Internal Audit Services regularly attended two (2) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and state requirements.
6. Fraud Prevention Policy – During the reporting period, Internal Audit Services coordinated with various constituency groups to draft a Fraud Prevention and Whistleblower Policy and procedure to address an audit finding from the FY 2007/2008 report. Once completed, the policy and related procedure will be presented to the Board of Trustees for review and adoption.
7. Franchise Tax Board Audit – During the reporting period, Internal Audit Services coordinated with the Franchise Tax Board auditor to provide information related to the Enterprise Corporation. An audit of the tax returns for the fiscal years ended June 30, 2007 and 2008 is scheduled to be performed in July, 2009.
8. Coordination of External Audit – During the reporting period, Internal Audit Services coordinated the preliminary audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2008/2009. Final audit testing will be performed on the Campuses in August and at the District in October.

3.00 Consent Calendar

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

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

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Raine Hamby. Last update on 08/12/2009 by Jodi Rodriguez.

3.01 CURRICULUM APPROVAL (None)

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.01 Curriculum Approval**

None

Additional/Administrative Content

Created on 06/22/2009 at 10:13 AM by Raine Hamby. Last update on 08/12/2009 by Jodi Rodriguez.

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

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

Walter G Howald, Board Member (CCCCD), to attend the Network of California Community College Foundations 2009 Symposium, October 27 - 30, 2009, Manhattan Beach, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$350, to be paid from District Conference funds.

Walter G Howald, Board Member (CCCCD), to attend the Community College League of California Trustees Board Meeting, September 25-26, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, including travel by Air Coach, to be paid by sponsoring organization.

Conrad J Moreno, Board Member (CCCCD), to attend the California Community Colleges Annual State Budget Workshop, August 18, 2009, Anaheim, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$85, to be paid from District Conference funds. Due to the timing of this meeting, it is respectfully requested that this trip be approved retroactively.

(2)Meetings for Faculty and Staff

Araba G Blankson, Mil/Cont Ed Tech Int (CCC), to attend the Los Angeles Air Force Base Education Fair, August 25, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education funds.

Nancy H Cucci, Hourly Instructor (CCC), to attend the American Needlepoint Guild Seminar 2009, August 28-September 5, 2009, Milwaukee, WI, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Ding-Jo H Currie, Interim Chancellor (CCCCD), to attend the California Community Colleges Annual State Budget Workshop, August 18, 2009, Anaheim, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$85, to be paid from Chancellor's Conference Funds. Budget Workshop is sponsored by the State Chancellor's Office. Announcement of workshop was given on July 24, 2009 after the July 15, 2009 Board meeting.

Ding-Jo H Currie, Interim Chancellor (CCCCD), to attend the American Council on Education Board of Directors' Meeting, September 13-15, 2009, Washington, DC, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's Conference funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Publisher Meetings with Worth Publishers and McGraw-Hill Higher Education to discuss contracts, September 16-20, 2009, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$1,150, including travel by Air Coach, to be paid from ISD Administrative/Ancillary funds.

Laurel E Francis, Dir of Personnl Svcs (OCC), to attend the Association of Chief Human Resources Officers and Equal Employment Officers, October 21 - 23, 2009, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$150, to be paid from Diversity funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Association of Chief Business Officials Training Institute Session I, 09/09/09-09/11/09, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$700, travel by Air Coach, to be paid from Ed Services Indirects. Attending the ACBO Institute will provide the opportunity to gain a comprehensive knowledge of the various functions and responsibilities associated with working in and/or maintaining an exemplary administrative services department. This training requires attendance at 4 sessions throughout the year. This is for Session 1 of 4.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Association of Chief Business Officials Training Institute Session II, 11/18/09-11/20/09, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Ed Services Indirects. Attending the ACBO Institute will provide the opportunity to gain a comprehensive knowledge of the various functions and responsibilities associated with working in and/or maintaining an exemplary administrative services department. This training requires attendance at 4 sessions throughout the year. This is for Session 2 of 4.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Association of Chief Business Officials Training Institute Session III, 2/10/10-2/12/10, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Ed Services Indirects. Attending the ACBO Institute will provide the opportunity to gain a comprehensive knowledge of the various functions and responsibilities associated with working in and/or maintaining an exemplary administrative services department. This training requires attendance at 4 sessions throughout the year. This is for Session 3 of 4.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Association of Chief Business Officials Training Institute Session IV, 4/7/10-4/9/10, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Ed Services Indirects. Attending the ACBO Institute will provide the opportunity to gain a comprehensive knowledge of the various functions and responsibilities associated with working in and/or maintaining an exemplary administrative services department. This training requires attendance at 4 sessions throughout the year. This is for Session 4 of 4.

Nancy A Hill, Staff Assistant-Conf (CCCD), to attend the Association of Chief H.R. Officers/EEO Officers 2009 Fall Training Institute, October 20-23, 2009, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$490, including a registration fee of \$75, to be paid from Confidential Professional Development funds - Conferences.

Danny C Jones, Administrative Dean (CCC), to attend the Publisher Meetings with Worth Publishers and McGraw-Hill Higher Education to discuss contracts, September 16-20, 2009, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$1,150, including travel by Air Coach, to be paid from ISD Administrative/Ancillary funds.

Margaret M Lovig, Instructor (CCC), to attend the Accrediting Commission for Community and Junior Colleges Training Workshop, September 3 2009, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Margaret M Lovig, Instructor (CCC), to attend the Accrediting Commission for Community and Junior Colleges Visit, October 11-16, 2009, Folsom, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Earnest G Marchbank, Asst Director, Dist Facilities (CCCD), to attend the Association of Chief Business Officials (ACBO) Training Institute, September 9 - 11, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$700, travel by Air Coach, to be paid from Environmental Health & Safety Management Conference funds. Registration fee will include training for a series of four training sessions to be completed by April 9, 2010.

Earnest G Marchbank, Asst Director, Dist Facilities (CCCD), to attend the Association of Chief Business Officials (ACBO) Training Institute, September 18 - 20, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Environmental Health & Safety Management Conference funds.

Earnest G Marchbank, Asst Director, Dist Facilities (CCCD), to attend the Association of Chief Business Officials (ACBO) Training Institute, February 11 - 12, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Environmental Health & Safety Management Conference funds.

Earnest G Marchbank, Asst Director, Dist Facilities (CCCD), to attend the Association of Chief Business Officials (ACBO) Training Institute, April 7 - 9, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from Environmental Health & Safety Management Conference funds.

Janet D Millian, Hourly Instructor (OCC), to attend the 4th Annual Inner IDEA Health & Fitness Association Conference, September 10 - 13, 2009, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$495, to be paid from CCA/CTA Professional Development funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Annual Conference, December 9 - 15, 2009, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$350, to be paid from Categorical funds.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers, September 15 - 16, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from VPI Management Conferences funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Nursing & Allied Health Professions Pathways & Best Practices, September 28, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from RHORC trust funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Regional Health Occupations Resource Center Director Meeting, September 16-18, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District/campus funds.

Shannon M O'Connor, Mgr Recruit/Staf Analysis (CCCD), to attend the Association of Chief Human Resource Officers Annual Conference, Oct. 20-23, 2009, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$150, to be paid from Staff Diversity Funds-Management Conferences funds.

Sheena T Phan, Accounting Assistant III (CCC), to attend the Extended Opportunity Programs and Services 2009 Annual Conference, October 15, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$265, including a registration fee of \$250, to be paid from EOPS funds.

Morgan W Richie, Hourly Instructor (OCC), to attend the 2009 Biennial Conference on the Biology of Marine Mammals, October 10 - 18, 2009, Quebec City, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$305, travel by Air Coach, to be paid from CCA/CTA Professional Development funds.

Jodi Rodriguez, Sr. Staff Assistant – Conf. (CCCD), to attend the BoardDocs E-Governance Conference on Agenda Management Solutions, September 16 – 19, 2009, Park City, Utah, without loss of salary, with reimbursement for allowable expenses of \$800, travel by Air Coach, to be paid from Confidential Professional Development funds. As Ms. Rodriguez provides day-to-day administration and oversight to the BoardDocs application for the Board of Trustees, it is respectfully requested that the Board authorize this trip, which will enable the District to glean updated information on the application, exchange best practices with other BoardDocs users, review and disseminate future upgrades of the application, and to obtain new ideas to troubleshoot challenges that arise.

Cheryl C Stewart, Librarian (CCC), to attend the 2009 Online Computer Library Center Digital Forum West, September 16-17, 2009, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Chau N Tran, Mil/Cont Ed Tech Int (CCC), to attend the Two Education Fairs: Edwards Air Force Base and Vandenberg Air Force Base, August 26-27, 2009, Lancaster and Lompoc, CA, without loss of salary, with reimbursement for allowable expenses of \$750, to be paid from Contract Education Auxiliary funds. Using a commercial airline is impossible due to location of Edwards and Vandenberg Air Force bases. Authorization is given for reimbursement of actual mileage on personal vehicle.

Thao T Tran, Inst Assoc-Couns/Gdn (GWC), to attend the Fall 2009 UC Counselor Conference, September 15, 2009, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$71, including a registration fee of \$20, to be paid from Trust Account - Copier Machines.

Thao T Tran, Inst Assoc-Couns/Gdn (GWC), to attend the Fall 2009 CSU Counselor Conference, September 30, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$65, to be paid from Trust Account - Copier Machines.

Donna M Waldfogel, Admin Dir Human Res (CCCD), to attend the Association of Chief H.R. Officers/EEO Officers 2009 Fall Training Institute, October 20-23, 2009, Cathedral City, CA, without loss of salary, with no reimbursement authorized from District/campus funds.

Tina C Xa, EOPS Technician (CCC), to attend the Extended Opportunity Programs and Services 2009 Annual Conference, October 14, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$265, including a registration fee of \$250, to be paid from EOPS funds.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by Jane Burton. Last update on 08/13/2009 by Jodi Rodriguez.

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type:

Public Access: Yes

Agenda Item Content**3.02.01 Authorization for Student Trips -
Coastline Community College**

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

Conference/Activity: Region VIII 10 Annual CARE Conference

Date: Friday, November 6, 2009

Location: Chapman University

Time: 8:00 a.m. – 2:00 pm.

Department: EOPS/CARE

Purpose: Information and activities for single parents

Cost/funding source: Paid by EOPS Region VIII Directors' Association

Conference/Activity: Various Activities

Location: Indicated Below

Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Bus

September 18 – Huntington Beach Pier, Huntington Beach

September 25 – Fashion Island, Newport Beach

October 2 – Huntington Central Park, Huntington Beach

October 9 – Prentice Park Zoo, Santa Ana

October 16 – Downtown Disney, Anaheim

October 23 – Irvine Park and Zoo, Orange

October 30 – Irvine Spectrum, Irvine

November 6 – Mile Square Park, Fountain Valley

November 13 – Westminster Mall, Westminster

November 20 – Fountain Bowl, Fountain Valley

December 4 – Main Place Shopping Center, Santa Ana

December 11 – Twinkle Park, Costa Mesa

December 18 – South Coast Plaza, Costa Mesa

January 8 – Irvine Park and Museum, Orange

January 15 – Santa Ana Zoo, Santa Ana

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by Laurie Swancutt. Last update on 08/12/2009 by Jodi Rodriguez.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content**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 University Tours

Location: Cal Poly Pomona, CSU Dominguez, CSU Fullerton, CSU Long Beach, SDSU, UCI, UCLA, UCSD, USC, etc.

Date(s): TBA

Department: Transfer Center

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

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Christina Irvin. Last update on 08/12/2009 by Jodi Rodriguez.

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.02.03 Authorization for Student Trips - Orange Coast College**

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

Conference /Activity: Orange Coast College Student Senator Uriel Vazquez to attend " Student Senate for the California Community Colleges (SSCCC)"

Location: Sacramento, CA

Dates: June 2009 – July 2010

Department: ASOCC/SGOCC

Cost/Purpose/Funding: To serve as the Region 8 Delegate and attend monthly meetings. As per Title 5, California Code of Regulations Section 50002 and Education Code 71040, student delegates to the SSCCC will participate under the general supervision of the State Chancellor's Office. Travel and lodging expenses to be paid by the California Community Colleges System Office with no advisor present. Other expenses NTE \$500 to be paid from ASOCC funds.

Transportation: District/ Public/Air Travel

Conference/Activity: Fall, 2009OCC Schedule and Overnight Athletic Trips

Women's Crew, Coach: Laura Behr Assistant Coach: Jenna Dubois

September 11, 2009	Team Pizza-BBQ	Balboa Pier
September 16, 2009	Parents Meeting	OCC Boathouse
October 2-4, 2009	WIRA Meeting	Las Vegas, NV
October 16, 2009	Ergathon	Balboa and Huntington Beach Piers
October 17, 2009	UCSB (Varsity)	UC Santa Barbara
October 25, 2009	Row For The Cure	Mission Bay, San Diego
November 1, 2009	Newport Autumn	Newport Beach Rowing Fest
December 5, 2009	Coast Sprints	Newport Beach
December 5, 2009	Parents LTR	OCC Boathouse

Conference/Activity: CCCSAA Student Leadership Conference

Location: Sacramento, CA

Dates: October 16-18, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding: NTE \$6,500 for registration, airfare, ground transportation, lodging, meals, parking and supplies to be paid from ASOCC funds

Transportation: Air

Conference/Activity: State Student Senate Fall General Assembly

Location: San Francisco, CA

Dates: November 6-8, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding: NTE \$6,500 for registration, airfare, ground transportation, lodging, meals, parking and supplies

Transportation: Air

3.03 GENERAL ITEMS

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.03 General Items****Additional Administrative Content**

Created on 08/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/12/2009 by Jodi Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.01 Authorization for Special Projects -
Coastline Community College**Informational Workshop

Date: Wednesday, September 9, 2009; 10 a.m. – 1 p.m.

Location: Garden Grove Center

Department: Marketing and Public Relations Department in cooperation with Community College Public Relations Organization (CCPRO)

Purpose: Informational workshop on how to target local Hispanic population

Cost/purpose/funding source: No cost to College or District. Related expense paid by CCPRO

Special Programs and Services for the Disabled Events

Date: Throughout the 2009/10 academic year

Location: Costa Mesa Center

Department: Special Programs and Services for the Disabled

Purpose: Educational and Promotional

Cost/purpose/funding source: Special Programs Foundation funds

Acquired Brain Injury Ice Cream Social Graduation

Date: Wednesday, May 26, 2010

Location: Costa Mesa Center

Department: Special Programs and Services for the Disabled

Purpose: ABI Graduation and Fundraiser

Cost/purpose/funding source: NTE \$2,500 to be paid from Special Programs Foundation funds.

Office of Instruction Staff Workshop

Date: Monday, August 17, 2009

Location: Mile Square Park, Fountain Valley

Department: Office of Instruction

Purpose: Planning session

Cost/purpose/funding source: NTE \$100; Student Advisory Council Ancillary funds

Second Annual Orange County Conference on Hate Crime

Date: Friday, October 9, 2009; 7:30 a.m. – 3:30 p.m.

Location: Garden Grove Center

Department: Public Relations/Marketing

Purpose: Informational conference open to the public

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

All-College Fall Meeting

Date: Friday, September 11, 2009; 3:00 – 6:00 p.m.

Location: Rose Center Grand Ballroom & Le-Jao Center

Department: Public Relations/Marketing

Purpose: Communicate the vision of Coastline to faculty and staff

Cost/purpose/funding source: NTE 4,000; College and Foundation funds.

Visionary of the Year Gala

Date: Saturday, May 8, 2010; 5:00 – 10:00 p.m.

Location: The Westin South Coast Plaza, Costa Mesa

Department: Foundation

Purpose: Fundraising

Cost/purpose/funding source: NTE \$60,000; Participants registration fees and Foundation funds

Culinary Event

Date: Saturday, October 24, 2009; 11:30 a.m. – 2:30 p.m.

Location: Zov's Bistro, Tustin

Department: Foundation

Purpose: Fundraising

Cost/purpose/funding source: NTE \$4,500; Participants registration fees and Foundation funds

Strikes 4 Scholarships Bowling Event

Date: Saturday, November 21, 2009; 3:00 – 6 p.m.

Location: Fountain Bowl, Fountain Valley

Department: Foundation

Purpose: Fundraising and College Teambuilding

Cost/purpose/funding source: NTE: \$7,500; Participants registration fees, Sponsorships, and Foundation funds

Orange County Paralegal Association Student Section Meeting

Date: Monday, August 24, 2009; 6:00 – 7:00 pm

Location: Garden Grove Center

Department: Paralegal

Purpose: Information and networking meeting

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

Endow the Future "End of Campaign" Celebration

Date: Saturday, September 18, 2009; 2:00 – 4:00 p.m.

Location: Le-Jao Center, Westminster

Department: Foundation

Purpose: Honoring donors and celebrating campaign completion

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

Latino Youth Leadership Academy

Date: Friday, August 21, 2009, 8:00 a.m. – 3:00 p.m.

Location: College Center

Department: Student Services

Purpose: Follow-up workshop from the Spring 2009 Latino Youth Leadership Conference

Cost/purpose/funding source: NTE \$250; College funds

Academic Senate Executive Committee's Planning Workshop

Date: Wednesday, August 26, 2009; 10:00 a.m. – 2:30 p.m.

Location: 11731 Heathcliff Drive, Santa Ana

Department: Academic Senate

Purpose: Senate planning workshop for 2009-10 academic year

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

Additional Administrative Content

Action/Agenda Details

Motion:

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.02 Authorization for Special Projects - Golden West College

Institute for Professional Development (IPD) Meetings and Events

Date: Fall 2009 and spring 2010
Department: Staff Development/Senate/IPD
Purpose: IPD meetings and events.
Cost/Purpose/Funding Source: \$1,000 for food and supplies from IPD funds.

Staff Development Meetings and Events

Date: Fall 2009 and spring 2010
Department: Staff Development/Senate/IPD
Purpose: Staff Development Meetings and Events.
Cost/Purpose/Funding Source: \$1,000 for food and supplies from AB 1725 funds.

Music Concert – Leipzig Idol 1722

Date: October 24, 2009
Department: Music Department
Purpose: Fall Music Concert.
Cost/purpose/funding source: \$12 general; \$10 ASB/GWC, seniors and children under 12 for admissions to cover refreshments, facility rental, printing and supplies from Music Trust Acct.

Big Band Concert

Date: November 30, 2009
Department: Music Department
Purpose: Big Band Concert.
Cost/purpose/funding source: \$12 general; \$10 ASB/GWC, seniors and children under 12 for admissions to cover refreshments, facility rental, printing and supplies from Jazz Band Trust Acct.

Music Concert – Season's Greetings!

Date: December 5, 2009
Department: Music Department
Purpose: Music Concert.
Cost/purpose/funding source: \$12 general; \$10 ASB/GWC, seniors and children under 12 for admissions to cover refreshments, facility rental, printing and supplies from Music Trust Acct.

Symphonic Band Fall Concert

Date: December 8, 2009
Department: Music Department
Purpose: Symphonic Band Concert.
Cost/purpose/funding source: \$10 for admissions to cover refreshments, facility rental, printing and supplies from Symphonic Band Trust Acct.

Invitational Dance Concert

Date: September 18 & 19, 2009
Department: Dance Department

Purpose: Dance Concert

Cost/purpose/funding source: \$12 for general; \$10 ASB/GWC, seniors and children under 12 for admissions to cover refreshments, supplies, and printing from Dance Trust Account.

Holiday Art Sale

Date: December 1-2, 2009

Department: Art Department

Purpose: To showcase student work.

Cost/purpose/funding source: \$650 for refreshments, supplies and printing from Art Department Foundation Fund.

Jazz Concert

Date: December 8, 2009

Department: Music Department

Purpose: Jazz Concert

Cost/purpose/funding source: \$5 admissions to cover for refreshments, facility rental, printing and supplies from Jazz Band Trust Acct.

Nursing 100 Orientation

Date: August 6, 2009

Department: School of Nursing

Purpose: To welcome new incoming nursing students.

Cost/purpose/funding source: \$100 for refreshments from Foundation funds.

ASGWC and Club Events Summer and Fall 2009

Date: August 20 – December 30, 2009

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the summer and fall 2009. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

Cost/purpose/funding source: NTE \$25,000 for various expenses from Associated Students and Club Accounts.

14th Annual Health Occupations Educator Institute

Date: April 26-28, 2010

Department: Health Professions-RHORC

Purpose: Faculty development

Cost/purpose/funding source: \$25,000 for facility rental, refreshments and printing from RHORC Trust.

Health Care Regulatory Update Workshop

Date: October 14 and 19, 2009

Department: Health Professions-RHORC

Purpose: Update faculty and hospital staff on new regulations.

Cost/purpose/funding source: \$7,000 for facility rental, refreshments and printing from RHORC Trust.

University Representatives

Date: 2009-2010 Academic Year

Department: Transfer Center

Purpose: Admission counselors from Cal Poly Pomona, Chapman University, CSU Dominguez

Hills, CSU Fullerton, CSU Long Beach, UC Berkley, UC Irvine, UCLA, UCR, etc. will be on campus throughout the academic year to counsel transfer students.
Cost/purpose/funding source: No cost to the college.

Transfer Day Fairs

Date: September 28, 2009 and March 17, 2010

Department: Transfer Center

Purpose: Representatives from the local CSU, UC, and private universities will be on campus to provide information on admissions procedures, financial aid, housing and other subjects. The day is scheduled for students to find out quickly and conveniently what they need to know to continue their education at a four-year school.

Cost/purpose/funding source: \$2,000 for printing, table rental, and refreshments from General funds.

New International Student Program Orientations

Date: 2009-2010 Academic Year

Department: International Student Program

Purpose: Required event for all new international students.

Cost/purpose/funding source: \$3,500 for refreshments, supplies and Bookstore promotional items from General funds.

EOPS/CARE Workshops and Tours

Date: 2009-2010 Academic Year

Department: GWC Campus

Purpose: To provide campus tours to potential EOPS students.

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

International Week of Peace

Date: Sept 21 – Sept 26, 2009

Department: Peace, Mind & Body Club, Peace Studies Program, and Associated Students

Purpose: To raise awareness, encourage commitment and celebrate the cause, Peace. A detailed schedule is on file with the student activities office.

Cost/purpose/funding source: \$500.00 for various expenses from Associated Students and Club funds.

Texas Hold 'Em Tournament

Date: November 14, 2009

Department: Foundation

Purpose: Fundraising event.

Cost/purpose/funding source: \$3,000 for food, beverages, facility rental and printing from Foundation funds.

Scholarships & Awards Ceremony 2010

Date: May 11, 2010

Department: Foundation

Purpose: Student scholarship recipient and donor recognition ceremony.

Cost/purpose/funding source: \$2,500 for printing, refreshments and equipment rental from Foundation and Associated Students funds.

Additional Administrative Content

Action Agenda Details

Motion:

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.03 Authorization for Special Projects - Orange Coast College

Staff Diversity Events

Date: 2009-2010 Academic Year

Department: Personnel

Purpose: Special events and associated hiring activities to include international, multicultural, or diversity fairs

Cost/Purpose/Funding: NTE \$4,000 to include food, entertainment, mailings, publications, events, and other miscellaneous expenses to be paid from Staff Diversity funds

Student Government to host and facilitate a variety of weekly events

Date: August 17, 2009, through May 31, 2010

Department: Orange Coast College Student Government

Purpose: To showcase, publicize and celebrate the college's broad range of activities and programs

Cost/Purpose/Funding: NTE \$500 per activity, but will vary by event, to be funded by ASOCC

Constitution Day Celebration

Date: September 2010

Department: Orange Coast College Associated Students

Purpose: To expose students to OCC government and political awareness

Cost/Purpose/Funding: NTE \$700 to be paid from ASOCC funds

Annual Honors Night in the Robert B. Moore Theatre

Date: May 12, 2010

Department: Associated Students

Purpose: Service and leadership recognition/scholarship monies awarded

Cost/Purpose/Funding: Total attendance estimated at 1100. All expenses to be paid from ASOCC funds.

Variety of vendors at Orange Coast College Commencement

Date: May, 2010

Department: Associated Students

Purpose: Vendors that may be utilized include Commencement Flowers and Chappell Photographers. All necessary contracts and/or insurance forms will be on file with the appropriate offices. It is further requested that the campus Vice President of Administrative Services be authorized to sign these agreements. Any up-front supplies and costs to be paid by the Associated Student of Orange Coast College, and all monies earned from the activity will be deposited into ASOCC and scholarship accounts.

Cost/Purpose/Funding: No cost to the college

Club Rush

Date: September 15, 2009, and February 16, 2010

Department: ASOCC Interclub Council

Purpose: To promote student involvement and club membership

Cost/Purpose/Funding: NTE \$1,300 to be paid from ASOCC funds.

Variety of activities, entertainment and performances Sponsored by ASOCC

Date: throughout the 2009-2010 fiscal year

Department: Associated Students and all officially registered Orange Coast College clubs

Purpose: Variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations. Performances and activities will take place at pre-approved locations throughout OCC campus

Cost/Purpose/Funding: The sponsoring program will pay all expenses

Vendors at Orange Coast College to provide fundraising opportunities for the ASOCC

Date: Throughout the 2009-2010 fiscal year

Department: Associated Students

Purpose: A variety of vendors that may be utilized during the year include: flower sales, photographers, disc jockeys, obstacles courses, and interactive games. All necessary contracts and/or insurance forms will be on file with the appropriate offices. The Dean of Students and the InterClub Council will approve all special events.

Cost/Purpose/Funding: All up-front supplies and cost to be paid by the ASOCC and all monies earned from the activity will be deposited in Associated Students of OCC accounts.

Coast Days

Date: October 2009 and March 23, 2010

Department: ASOCC InterClub Council

Purpose: Club competition, student involvement, and club membership to be held in the Quad

Cost/Purpose/Funding: \$5,000 total for the two events to be paid from ASOCC funds.

End of the Semester Luncheons for ASOCC InterClub Council

Date: December 1, 2009 and May 4, 2010

Department: ASOCC InterClub Council

Purpose: Club and club advisor appreciation

Cost/Purpose/Funding: NTE \$4,000 total for both dates to be paid by ASOCC funds

Angel Tree Gift Drive and Children's Center Holiday Party

Date: November 2009 and December 2009

Department: ASOCC College Life

Purpose: All gifts collected will go to the Children's Center and local community agencies

Cost/Purpose/Funding: NTE \$700 to be paid from ASOCC funds

Special Olympics

Date: April, 2010

Department: ASOCC College Life

Purpose: To co-sponsor Special Olympics on the OCC track and field

Cost/Purpose/Funding: NTE \$500 to be paid from ASOCC funds

Awareness Day Events

Date: Throughout the fall and spring semesters

Department: ASOCC College Life

Purpose: Bring awareness to the student body about a current and relevant topic

Cost/Purpose/Funding: NTE \$8,000 to be paid from ASOCC funds

Open Mic for Students

Date: Events throughout the fall and spring semesters

Department: ASOCC College Life

Purpose: Student expression of music, poetry, comedy, etc.

Cost/Purpose/Funding: NTE \$1,000 to be paid from ASOCC

Movie Night for Students

Date: Events throughout the fall and spring semesters

Department: ASOCC College Life

Purpose: To provide on-campus entertainment for the student body
Cost/Purpose/Funding: NTE \$1000 to be paid from ASOCC funds

Field Day

Date: Fall 2009 and Spring 2010
Department: ASOCC InterClub Council
Purpose: Opportunity for clubs to participate in recreation outdoor/indoor activities
Cost/Purpose/Funding: NTE \$500 to be paid from ASOCC

Graduation Rehearsal BBQ

Date: Spring, 2010
Department: ASOCC and College Life
Purpose: To provide food and beverages to the graduating students of OCC
Cost/Purpose/Funding: NTE \$1,000 to be paid from ASOCC funds.

Staff Diversity Events

Date: 2009-2010 Academic Year
Department: Personnel/Staff Diversity
Purpose: Expenses for food or other miscellaneous expenses for international, multicultural, or diversity fairs and events
Cost/Purpose/Funding: NTE \$2,000 to be paid from Staff Diversity Funds

Academic Senate Events

Date: July 1, 2009, through June 30, 2010
Department: Academic Senate
Purpose: Expenses to include food, room rental, supplies, and related expenses
Cost/Purpose/Funding: Expenses dependent on number of participants and meeting location to be paid from Academic Senate funds.

Emeritus Institute Events

Date: July 2, 2009, through June 30, 2010
Department: President's Office/Emeritus
Purpose: Host various meetings and events
Cost/Purpose/Funding: Expenses dependent on number of participants and meeting location to be paid from Foundation funds

Meetings for Early Childhood Lab School Staff

Date: 2009-2010 Fiscal Year
Department: Early Childhood Lab School
Purpose: Monthly staff meetings to include a working lunch
Cost/Purpose/Funding: Expenses NTE \$450 per meeting to be paid from Lab School ancillary funds

Parent and Family Events for Early Childhood Lab School

Date: 2009-2010 Fiscal Year
Department: Early Childhood Lab School
Purpose: Various parent and family events to include, but not limited to, parent-teacher conferences, orientations and tours, parent education meetings, classroom visitations by parents, and events planned in coordination with the Parenteers, a parent support group.
Cost/Purpose/Funding: All expenses to be paid from Lab School ancillary funds

Student Health Services Meetings and Events

Date: 2009-2010 Fiscal Year
Department: Student Health Services
Purpose: Variety of meetings and events
Cost/Purpose/Funding: NTE \$1,000 per event to be paid from ASOCC, Foundation, or ancillary funds

International Center Activities

Date: 2009-2010 Academic Year

Department: International Center

Purpose: Variety of on-campus activities to include campus tours, meetings, completion of matriculation process; will also include assisting and transporting students to OCC by District or other third-party transportation companies

Cost/Purpose/Funding: All expenses to be paid from International Center funds.

North OC YWCA Encore Program

Date: Various dates during 2009-2010

Department: Student Health Center

Purpose: YWCA will provide free mammogram screening at the OCC Student Health Center on three dates, once in fall and spring semesters and once during June, 2010; free classes in breast self-exam twice each semester and once during June, 2010. These events are open to all low-income, uninsured women between the ages of 40 and 64, including OCC students and community members

Cost/Purpose/Funding: No cost to college or to participants

Annual Job Fair

Date: 2009-2010 Academic Year

Department: Job Placement Office

Purpose: OCC to host Job Fair

Cost/Purpose/Funding: Exhibitors to pay \$100 space rental; other expenses to be paid by ancillary funds; Career Center staff in attendance throughout the event

Job Placement Office Meetings and Events

Date: 2009-2010 Academic Year

Department: Job Placement Office

Purpose: Various meetings and events throughout the year

Cost/Purpose/Funding: NTE \$2,000 to include food, busses, supplies, and meeting room expenses to be paid from ASOCC and ancillary funds

1st Annual Foster Youth College Fair

Date: September 26, 2009

Department: Extended Opportunity Programs and Services (EOPS)

Purpose: Host a college fair for 600 foster youth and their guardians in collaboration with the Orange County Blue Ribbon Commission, Orange County Department of Education, and the County of Orange Social Services

Cost/Purpose/Funding: No cost to the college

Health Fair

Date: October 13, 2009

Department: OCC Student Health Center/Doctors of Tomorrow Club

Purpose: Invite local businesses that promote health to demonstrate their services; student volunteers will participate in planning, staffing the event, and clean-up.

Cost/Purpose/Funding: NTE \$8,000 from ancillary funds

Literature and Language Meetings and Events

Date: 2009-2010 Academic Year

Department: Literature and Language

Purpose: Meetings and events held during the 2009-2010 academic year

Cost/Purpose/Funding: NTE \$1,000 from ancillary/general/ASOCC funds

Consumer & Health Sciences Meetings and Events

Date: 2009-2010 Academic Year

Department: Consumer & Health Sciences

Purpose: Industry Advisory Committee meetings/campus meetings and events

Cost/Purpose/Funding: Total expenses dependent on number of participants; to include food and miscellaneous expenses paid from ASOCC/ancillary/Community Education accounts

EOPS/CARE/CalWORKS Staff Workshop

Date: August 21, 2009

Department: OCC Extended Opportunity Programs and Services (EOPS), Cooperative Agencies Resources for Education (CARE), and California Work Opportunities and Responsibility to Kids (CalWORKS)

Purpose: Team building and annual planning to be held at the Newport Aquatic Center, Newport Beach, CA

Cost/Purpose/Funding: No cost to the college

The Big Print Exhibition

Date: September 9-October 23, 2009

Department: Visual & Fine Arts/Frank M. Doyle Arts Pavilion

Purpose: Reception, travel, and exhibition costs

Cost/Purpose/Funding Source: NTE \$7,500 from Foundation/ASOCC funds

The Art of Alex Grey Exhibition

Date: November 14-December 18, 2009

Department: Visual & Fine Arts/Frank M. Doyle Arts Pavilion

Purpose: Reception, travel, and exhibition costs

Cost/Purpose/Funding: NTE \$17,000 from Foundation/ASOCC funds

Workshops for Off-Campus Professional Groups

Date: 2009-2010 Academic Year

Department: Biology (Plastination and Cadavers Labs)

Purpose: Meetings of professional groups

Cost/Purpose/Funding Source: No cost to District

English Department Workshop

Date: August 24, 2009

Department: English

Purpose: Professional Development

Cost/Purpose/Funding Source: NTE \$1,000 to include instructor's pay at the non-instructional rate, food, supplies, and related expenses, to be paid from Staff Development funds

OCC Symphony

Date: October 3, 2009

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

OCC Jazz Ensembles

Date: November 1, 2009

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$10.00; \$8.00 advance

OCC Chamber Singers and Chorale

Date: November 7, 2009

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

OCC Wind Ensemble Concert

Date: November 8, 2009
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$7.00; advance \$5.00

OCC Symphony "The Four Seasons"

Date: November 14, 2009
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

A Casual Evening of Music Theatre

Date: November 20, 2009
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

Pop Vocal Performance

Date: December 11, 2009
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; free admission

OCC Wind Ensemble Concert "7th Annual Christmas Concert"

Date: December 12, 2009
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; free admission

Opera Magnifico!

Date: February 27, 2010
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

Sweet Melody

Date: March 6, 2010
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

An Evening Chat with Walt, II

Date: March 12, 2010
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

OCC Chorale and Orchestra

Date: March 27, 2010
Department: Visual & Performing Arts
Purpose: Student and community outreach
Cost/Purpose/Funding Source: No cost to college; tickets \$10.00

OCC Jazz Ensembles

Date: May 10, 2010
Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$10.00; advance \$8.00

OCC Symphony

Date: May 14 and 15, 2010

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$20.00; advance \$15.00; seniors and children \$10.00

OCC Wind Ensemble

Date: May 23, 2010

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; tickets \$7.00; advance \$5.00

Pop Vocal Performance

Date: May 21, 2010

Department: Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose/Funding Source: No cost to college; free admission

Fullerton College Invitational Choral Festival

Date: October 23, 2009

Department: Visual & Performing Arts

Purpose: Performance opportunity for Chamber singers

Cost/Purpose/Funding Source: Entrance fee NTE \$250 from ASOCC funds

Choral Concert Performance of Fountain Valley High School

Date: October 23, 2009

Department: OCC Music Department

Purpose: Outreach for recruitment of high school students

Cost/Purpose/Funding Source: No cost to college

Choral Concert Performance of Costa Mesa High School

Date: December 7, 2009

Department: OCC Music Department

Purpose: Outreach for recruitment of high school students

Cost/Purpose/Funding Source: No cost to college

Faculty Academy/Tenure Track Workshops

Date: 2009-2010

Department: Staff Development/Office of Instruction

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 and/or Office of Instruction

Revision to Previous Board Action to add funding source. Previous Board approval 7/15/09.

Additional Administrative Content

Action Agenda Details

Motion:

3.03.04 Authorization for Special Projects - District

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.04 Authorization for Special Projects - District****3.03.04.01 Approval to Administratively Schedule Volunteers to Assist College and District Related Activities**

CCC, GWC, OCC, and District Office to administratively schedule volunteers to assist in college and district related activities for the academic school year. All records and lists of volunteers and their activities will be maintained in the President's Office at each campus and/or the sponsoring district department.

3.03.04.02 Approval of Travel Reimbursements for Semifinalist Candidates for the position of Chancellor, Coast Community College District

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that authorization be given to reimburse up to eight semifinalists for travel expenses related to the search and selection process for the Chancellor of the Coast Community College District.

Fiscal Impact: \$6,000

3.03.04.03 Approval of District Student Council Expenditures

After review by the Secretary of the Board of Trustees it is recommended by the Board Clerk to approve the Coast Community College District Student Council to host various functions and meetings for the 2009-2010 school year. Total expenses not to exceed \$1,500.00 to be paid from District Student Council funds to include travel, meeting expenses, food, and supplies.

Additional Administrative Content**Action/Agenda Details**

Motion:

3.03.05 Authorization for Disposal of Surplus

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.05 Authorization for Disposal of Surplus**

Surplus081909.pdf

Additional Administrative Content

Created on 06/22/2009 at 10:18 AM by CCGDPurch. Last update on 08/12/2009 by Jodi Rodriguez.

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
TV	9024937	---	---	P
VCR	---	---	---	P
TV	---	---	---	P
TV	---	---	---	P
Monitor	9045042	Dell M781p	MX-0957VU-47801-11F-H12P	P
Monitor	9045044	Dell M781p	MX-0957VU-47801-11F-H12B	P
Monitor	9045046	Dell M781p	MX-0957VU-47801-11F-H0AM	P
Monitor	9045052	Dell M781p	MX-0957VU-47801-11F-H0AN	P
Monitor	9045058	Dell M781p	MX-0957VU-47801-11F-H0AA	P
Monitor	9045286	Dell M781p	MX-0957VU-47801-11B-H16Z	P
Monitor	9045288	Dell M781p	MX-0957VU-47801-11B-H13E	P
Monitor	9045294	Dell M781p	MX-0957VU-47801-11A-H061	P
Monitor	9045296	Dell M781p	MX-0957VU-47801-11H-H4T9	P
Monitor	9045298	Dell M781p	MX-0957VU-47801-11H-H11N	P
Monitor	9045302	Dell M781p	MX-0957VU-47801-11H-H11V	P
Monitor	9045304	Dell M781p	MX-0957VU-47801-11H-H2Z7	P
Monitor	9045306	Dell M781p	MX-0957VU-47801-11H-H489	P
Monitor	9045310	Dell M781p	MX-0957VU-47801-11H-H121	P
Monitor	9045312	Dell M781p	MX-0957VU-47801-11H-H3UU	P
Monitor	9045314	Dell M781p	MX-0957VU-47801-11H-H3UR	P
Monitor	9045316	Dell M781p	MX-0957VU-47801-11H-H11E	P
Monitor	9045320	Dell M781p	MX-0957VU-47801-11H-H3V1	P
Monitor	9047400	Dell M781p	MX-07C051-47801-17U-B08Y	P
Monitor	9047484	Dell M781p	MX-07C051-47801-17U-B09A	P
Monitor	9048024	Dell M781p	MX-0957VU-47801-11H-H3YF	P
Monitor	9048206	Dell M781p	MX-0957VU-47801-11H-H487	P
Monitor	9048036	Dell M781p	MX-0957VU-47801-11H-H11U	P
Monitor	9048038	Dell M781p	MX-0957VU-47801-11H-H3Y9	P
Monitor	9048044	Dell M781p	MX-0957VU-47801-11H-H448	P
Monitor	9048046	Dell M781p	MX-0957VU-47801-11H-H4UF	P
Monitor	9048054	Dell M781p	MX-0957VU-47801-11H-H3Y7	P
Monitor	9048060	Dell M781p	MX-0957VU-47801-11H-H3YG	P
Monitor	9048062	Dell M781p	MX-0957VU-47801-11H-H11T	P
Monitor	9048068	Dell M781p	MX-0957VU-47801-11H-H3YJ	P
Monitor	9048076	Dell M781p	MX-0957VU-47801-11G-H0HB	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9048078	Dell M781p	MX-0957VU-47801-11G-H0HK	P
Monitor	9048080	Dell M781p	MX-0957VU-47801-11H-H3UP	P
Monitor	9048090	Dell M781p	MX-0957VU-47801-11H-H3YA	P
Monitor	9048094	Dell M781p	MX-0957VU-47801-11H-H3YD	P
Monitor	9048102	Dell M781p	MX-0957VU-47801-11H-H3VC	P
Monitor	9048126	Dell M781p	MX-0957VU-47801-118-H1VE	P
Monitor	9048128	Dell M781p	MX-0957VU-47801-118-H1V2	P
Monitor	9048138	Dell M781p	MX-0957VU-47801-11A-H27C	P
Monitor	9048142	Dell M781p	MX-0957VU-47801-11B-H0K4	P
Monitor	9048154	Dell M781p	MX-0957VU-47801-118-H1V7	P
Monitor	9048156	Dell M781p	MX-0957VU-47801-11B-H0KH	P
Monitor	9048160	Dell M781p	MX-0957VU-47801-11B-H13J	P
Monitor	9048162	Dell M781p	MX-0957VU-47801-11B-H13Y	P
Monitor	9048164	Dell M781p	MX-0957VU-47801-119-H2B3	P
Monitor	9048166	Dell M781p	MX-0957VU-47801-11A-H0BG	P
Monitor	9048168	Dell M781p	MX-0957VU-47801-11B-H13X	P
Monitor	9048178	Dell M781p	MX-0957VU-47801-119-H2BF	P
Monitor	9048200	Dell M781p	MX-0957VU-47801-11H-H2SX	P
Monitor	9048208	Dell M781p	MX-0957VU-47801-11G-H0MD	P
Monitor	9048214	Dell M781p	MX-0957VU-47801-11G-H0MV	P
Monitor	9048238	Dell M781p	MX-0957VU-47801-11G-H18A	P
Monitor	9048248	Dell M781p	MX-0957VU-47801-11I-H11Q	P
Monitor	9048267	Dell M781p	MX-0957VU-47801-11G-H1BU	P
Monitor	9048269	Dell M781p	MX-0957VU-47801-11G-H0MG	P
Monitor	9048271	Dell M781p	MX-0957VU-47801-11G-H0LH	P
Monitor	9048276	Dell M781p	MX-0957VU-47801-11G-H0MK	P
Monitor	9048324	Dell M781p	MX-0957VU-47801-11A-H27E	P
Monitor	9048326	Dell M781p	MX-0957VU-47801-11A-H278	P
Monitor	9048328	Dell M781p	MX-0957VU-47801-11B-H16B	P
Monitor	9053454	Dell M781p	MX-0957VU-47801-05A-B03U	P
Monitor	9021185	Princeton E050	1162113896	P
Monitor	9017584	Princeton E050	172019730	P
Monitor	9034828	Princeton E050	1162106044	P
Monitor	9053691	Dell M782	MX-08G157-47605-2BI-BJVD	P
Monitor	9054990	Dell M782	MY-08G157-47603-41F-BLH1	P
Monitor	9053104	Dell M782	MX-08G157-47605-22K-BEKD	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9058902	Dell M782	MY-08G157-47603-3BB-BPJ1	P
Monitor	9058904	Dell M782	MY-08G157-47603-3BB-BPJ2	P
Monitor	9053113	Dell M782	MX-08G157-47605-22K-BEGG	P
Monitor	9045076	MAG U7003-02	HDD6K7003837	P
Monitor	9045106	MAG U7003-02	HDD6K7003885	P
Monitor	9035634	MAG S7T008	HDF1K1003842	P
Monitor	9056949	Dell M993s	MY-0X3758-47603-491-BALK	P
Monitor	9047224	DF 790	MU11702052	P
Printer	9053416	VCDTS22487	23KD015100235	P
Printer	9035398	HP HM420-D	JP00006068	P
Printer	9032810	Hp C45305	SG01Q3G0F4	P
Printer	9047328	Epson 1270	B6UK026831	P
Computer	9023064	M4405	XB811O6CCTN	I
CDRW Drive	---	---	2A22NH0080	I
Printer	9055114	Phaser 3450	PMY005937	I
Slide Projector	9032459	CRW6416SX	81006	I
Table	---	---	---	P
Table	---	---	---	P
Cart	---	---	---	P
Overhead Projector Mounting Rack	---	---	---	P
Box of Power Cables, Keyboards, Mice, Speakers, Misc	---	---	---	P
Typewriter	9047921	---	---	I
Typewriter Table	---	---	---	P
File Cabinet	---	---	---	P
Folding Table	---	---	---	P
File Cabinet	---	---	---	P
Typewriter	---	ML 300	43E686536	P
Fax	---	---	---	P
Magazine Rack	---	---	---	P
Fax	9060309	Brother 2920	U61326H5J567721	P
Computer	9047192	ULTRA-10	FW11430223	I
Monitor	9064081	X7198A	1571NPG-0601PB0664	I
Monitor	9058235	1703FPs	MX-02Y311-47605-39A-ATFV	I
Monitor	9032043	S7007-01	HDD3J7002719	P
Monitor	9025146	VS-7e	1282056549	I
VCR/DVD Player	---	SLV-D370P	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Power Supply	---	SUA 1000	AS0314333335	P
Slide Projector	9017588	XENON-560	56416	I
Computer	9053537	---	---	I
Scanner	9056186	J142A	FZ6U013011	I
Monitor	9058245	M782	MY-08G157-47603-35R-BKXM	P
VCR/DVD Player	9055896	PV-D4744S	H4IA43759	I
Printer	9046824	PHASER 3400	SY6-002775	I
Donut Fryer	9078182	---	---	P
File Cabinets (2)	---	---	---	P
File Cabinet	9025155	---	---	P
Magazine file holders (15)	---	---	---	P
Laptop doc stations (3)	---	PR045	---	P
Auto Folder	9064086	---	---	P
Typewriter	9039236	---	---	P
Calculator	---	Dr-250hd	Q2247305	P
Desk Organizer	---	---	---	P
CPU Holder	---	---	---	P

On behalf of the Informations Technology Department and the Orange Coast College President, the Director of Purchasing is recommending Board approval to donate surplus equipment to Anaheim Union High School District. Anaheim Union High School District will use the surplus items in their Technology Department's Instructional Program. Anaheim Unon High School District has submitted a letter requesting the surplus equipment.

Computer	9045271	Dell GX115	2859C01	P
Computer	9045195	Dell GX115	36D2C01	P
Computer	9045261	Dell GX115	1559C01	P
Computer	9045283	Dell GX115	30B9C01	P
Computer	9045289	Dell GX115	H459C01	P
Computer	9045297	Dell GX115	GHLYB01	P
Computer	9045301	Dell GX115	D759C01	P
Computer	9045305	Dell GX115	6LQ1C01	P
Computer	9045323	Dell GX115	40B9C01	P
Computer	9045325	Dell GX115	F659C01	P
Computer	9045331	Dell GX115	J459C01	P
Computer	9045333	Dell GX115	1859C01	P
Computer	9045357	Dell GX115	5559C01	P
Computer	9046199	Dell GX115	FGQ1C01	P
Computer	9046480	Dell GX115	DZ99C01	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9046550	Dell GX115	5LQ1C01	P
Computer	9046588	Dell GX115	JZ99C01	P
Computer	9046589	Dell GX115	9Z99C01	P
Computer	9048035	Dell GX115	BH82C01	P
Computer	9048037	Dell GX115	9G82C01	P
Computer	9048045	Dell GX115	3GV1C01	P
Computer	9048047	Dell GX115	1F82C01	P
Computer	9048055	Dell GX115	JD82C01	P
Computer	9048057	Dell GX115	JF82C01	P
Computer	9048061	Dell GX115	DD82C01	P
Computer	9048073	Dell GX115	CFV1C01	P
Computer	9048081	Dell GX115	3FV1C01	P
Computer	9048115	Dell GX115	7HLYB01	P
Computer	9048123	Dell GX115	JLHB01	P
Computer	9048125	Dell GX115	8JLYB01	P
Computer	9048127	Dell GX115	C959C01	P
Computer	9048133	Dell GX115	3LLYB01	P
Computer	9048139	Dell GX115	HJLYB01	P
Computer	9048149	Dell GX115	BKLYB01	P
Computer	9048151	Dell GX115	4LLYB01	P
Computer	9048155	Dell GX115	8KLYB01	P
Computer	9048157	Dell GX115	24G4C01	P
Computer	9048159	Dell GX115	74G4C01	P
Computer	9048161	Dell GX115	75G4C01	P
Computer	9048167	Dell GX115	35G4C01	P
Computer	9048045	Dell GX115	3GV1C01	P
Computer	9048047	Dell GX115	1F82C01	P
Computer	9048055	Dell GX115	JD82C01	P
Computer	9048057	Dell GX115	JF82C01	P
Computer	9048061	Dell GX115	DD82C01	P
Computer	9048073	Dell GX115	CFV1C01	P
Computer	9048081	Dell GX115	3FV1C01	P
Computer	9048115	Dell GX115	7HLYB01	P
Computer	9048123	Dell GX115	JLHB01	P
Computer	9048125	Dell GX115	8JLYB01	P
Computer	9048127	Dell GX115	C959C01	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9048133	Dell GX115	3LLYB01	P
Computer	9048139	Dell GX115	HJLYB01	P
Computer	9048149	Dell GX115	BKLYB01	P
Computer	9048151	Dell GX115	4LLYB01	P
Computer	9048155	Dell GX115	8KLYB01	P
Computer	9048157	Dell GX115	24G4C01	P
Computer	9048159	Dell GX115	74G4C01	P
Computer	9048161	Dell GX115	75G4C01	P
Computer	9048167	Dell GX115	35G4C01	P
Computer	9048169	Dell GX115	25G4C01	P
Computer	9048173	Dell GX115	54G4C01	P
Computer	9048175	Dell GX115	J4G4C01	P
Computer	9048177	Dell GX115	H3G4C01	P
Computer	9048181	Dell GX115	B4G4C01	P
Computer	9048183	Dell GX115	14G4C01	P
Computer	9048185	Dell GX115	94G4C01	P
Computer	9048187	Dell GX115	G4G4C01	P
Computer	9048189	Dell GX115	C3G4C01	P
Computer	9048191	Dell GX115	55G4C01	P
Computer	9048203	Dell GX115	FBP9C01	P
Computer	9048219	Dell GX115	5859C01	P
Computer	9048223	Dell GX115	D959C01	P
Computer	9048229	Dell GX115	3B59C01	P
Computer	9048245	Dell GX115	CKLYB01	P
Computer	9048266	Dell GX115	C559C01	P
Computer	9048268	Dell GX115	2CP9C01	P
Computer	9048273	Dell GX115	3CP9C01	P
Computer	9047481	Atlantic	43336	P
Computer	9047085	Atlantic	---	P
Computer	9053417	Atlantic	---	P
Computer	9053319	Atlantic	43320	P
On behalf of the Information Technology Department and the Orange Coast College President, the Director of Purchasing is recommending Board approval to donate surplus equipment to the Orange Coast College's Network Administration and Operation Certificate Program. The Network Administration and Operation Certificate Program will use the surplus items in the A+ Hardware Class to practice building and repairing computers.				
Computer	9033333	Dell GX 115	5Y6Q301	P
Computer	9033335	Dell GX 115	246Q301	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9033336	Dell GX 115	BX6Q301	P
Computer	9033337	Dell GX 115	---	P
Computer	9033341	Atlantic	41339	P
Computer	9045313	Dell GX 115	3559C01	P
Computer	9045343	Dell GX 115	4CP9C01	P
Computer	9047468	Dell GX150	107FS01	P
Computer	9047470	Dell GX150	B11FS01	P
Computer	9047471	Dell GX150	427FS01	P
Computer	9047472	Dell GX150	BR6FS01	P
Computer	9047473	Dell GX150	H07FS01	P
Computer	9047474	Dell GX150	627FS01	P
Computer	9047475	Dell GX150	HW6FS01	P
Computer	9047476	Dell GX150	JV6FS01	P
Computer	9047498	Dell GX150	5FQFS01	P
Computer	9048285	Dell GX 115	GN92C01	P
Computer	9053094	Dell GX150	D8RPB11	P
Computer	9053095	Dell GX150	69RPB11	P
Computer	9053096	Dell GX150	89RPB11	P
Computer	9053097	Dell GX150	F7RPB11	P
Computer	9053099	Dell GX150	J8RPB11	P
Computer	9053100	Dell GX150	68RPB11	P
Computer	9053695	Dell GX150	9DXF921	P
Computer	9053873	Dell GX150	B2J2T21	P

Agenda Item

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

It is 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

Frederick Community College (MD)

Term of Agreement: January 1, 2010 – December 31, 2010

ASTRONOMY: OBSERVATIONS AND THEORIES

Anne Arundel Community College (MD)

Term of Agreement: January 1, 2010 – December 31, 2012

College of San Mateo (CA)

Term of Agreement: August 15, 2009 – August 14, 2012

Colorado Mountain College (CO)

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

Cowley County Community College (KS)

Term of Agreement: August 15, 2009 – August 14, 2012

Florida Keys Community College (FL)

Term of Agreement: August 19, 2009 – August 18, 2012

Nassau Community College (NY)

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

Northampton Community College (PA)

Term of Agreement: August 14, 2009 – May 31, 2010

CHILD DEVELOPMENT: STEPPING STONES

Consortium of Distance Education (NJ)

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

Johnson County Community College (KS)

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

New River Community College (VA)

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

CONCEPTS IN MARKETING

Consortium of Distance Education (NJ)

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

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Frederick Community College (MD)

Term of Agreement: January 1, 2010 – December 31, 2010

Nicolet Area Technical College (IL)

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

NILRC (IL)

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

NILRC (IL)

Term of Agreement: August 1, 2009 – July 31, 2010

Tennessee Board of Regents Media Consortium (TN)

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

CYCLES OF LIFE: EXPLORING BIOLOGY

Consortium of Distance Education (NJ)

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

Johnson County Community College (KS)

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

Lakeland Community College (OH)

Term of Agreement: August 22, 2009 – December 11, 2009

North Carolina Community College System (NC)

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

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

City Colleges of Chicago (IL)

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

Consortium of Distance Education (NJ)

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

Palomar College (CA)

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

FACES OF CULTURE – REVISED

Carroll Community College (MD)

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

Consortium of Distance Education (NJ)

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

Consortium of Distance Education (NJ)

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

HUMANITIES THROUGH THE ARTS

Johnson County Community College (KS)

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

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Consortium of Distance Education (NJ)

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

MASTERING THE COLLEGE EXPERIENCE
State Board for Community & Technical Colleges (WA)
Term of Agreement: July 1, 2009 – June 30, 2012

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN
Frederick Community College (MD)
Term of Agreement: January 1, 2010 – December 31, 2010

PSYCHOLOGY: THE HUMAN EXPERIENCE
Community College of Rhode Island (RI)
Term of Agreement: September 1, 2009 – August 31, 2012

James A. Rhodes State College (OH)
Term of Agreement: September 1, 2009 – August 31, 2012

Lorain County Community College (OH)
Term of Agreement: September 1, 2009 – August 31, 2012

TRANSITIONS THROUGHOUT THE LIFE SPAN
Consortium of Distance Education (NJ)
Term of Agreement: June 1, 2009 – August 31, 2009

Johnson County Community College (KS)
Term of Agreement: September 1, 2009 – August 31, 2012

STANDARD MASTER COURSE LICENSE AGREEMENT
Carroll Community College (MD)
Term of Agreement: August 20, 2009 – August 19, 2014

College of San Mateo (CA)
Term of Agreement: August 20, 2009 – August 19, 2014

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



Telecourses.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by Nicki Salcedo. Last update on 08/13/2009 by Jodi Rodriguez.

3.03.07 Authorization to Apply for Funded Programs

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.03.07 Authorization to Apply for Funded Programs**

(Funded Programs that include Resolutions are listed in the Resolution section of the Action pages)

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. **(Previous Board Approval: July 15, 2009)**

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. **Agreement #V9 has been received and amends both the amount and timeline of the grant. The final grant amount received is being reduced from \$309,847 to \$300,000. The new performance dates are from August 1, 2009 through June 30, 2010.**

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Raine Hambly, Last update on 08/12/2009 by Jodi Rodriguez.

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.08 Approval of Clinical Contracts - Orange Coast College**

NEW

Children's Hospital of Los Angeles
Los Angeles, CA
Term: August 20, 2009 to June 30, 2014

Non-Standard Clinical Affiliation Agreement
(See Attachment # 1)

St. Bernardine Medical Center
San Bernardino, CA
Term: August 20, 2009 to July 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement



Children's Hospital.pdf

Additional Administrative Content**Action Agenda Details**

Motion:

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/12/2009 by Jodi Rodriguez.

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

RENEWAL

California Association on Postsecondary Education and Disability (CAPED) - October 1, 2009 — September 30, 2010 - \$240

Membership allows training and support for the department and campus regarding the newest strategies for educating college students with disabilities. Membership to be paid from AB77 funds.

American Council on Education (ACE) – October 1, 2009 — September 30, 2010 - \$1975

Membership affiliates the College with all institutions of higher education, bringing together other Washington-based higher education associations for a unified front on critical issues related to students. Membership to be paid from College funds.

The National Institute for Staff and Organizational Development (NISOD) – August 20, 2009 — June 30, 2010 - \$995

Membership is important to in-service education, supports college efforts in planning staff development, curriculum development, and innovative concepts, and supplements the College's efforts in education development. Membership to be paid from College ancillary funds.

National Council for Marketing and Public Relations (NCMPR) - July 1, 2009 — July 31, 2010 - \$350

Membership will provide access to NCMPR resources to support the Marketing, Public Relations and Graphics/Printing Departments in their communication efforts. NCMPR offers informative newsletters and publications specific to marketing a community college, as well as events focused on idea generation/brainstorming. Membership to be paid from College funds.

Consortium of Southern California Colleges and Universities (CSCCU) – August 20, 2009 — June 30, 2009 - \$250

Membership promotes ongoing dialogue between institutions of higher learning and leaders in business and industry. This dialogue leads to the development of educational programs that are increasingly responsive to the needs of both employers and their employees. The primary purpose of the Consortium is to inform working adults and their employers about the many educational opportunities offered by Southern California colleges and universities. Membership is to be paid from College funds.

California's Community College Public Relations (CCPRO) - July 1, 2009 — July 31, 2010 - \$175

Membership will provide access to CCPRO resources to support the Marketing, Public Relations and Graphics/Printing Departments in their communication efforts. CCPRO offers events focused on idea generation/brainstorming to reach specific target audiences. Membership to be paid from College funds.

3.03.10 Authorization of Institutional Memberships - Golden West College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content**3.03.10 Authorization for Purchase of Institutional Memberships -
Golden West College****RENEWAL**

California Community College Council for Staff and Organizational Development – July 1, 2009 – June 30, 2010 - \$125.00. Membership allows networking with other staff development organizations. To be paid from College Development funds.

Southern California Regional Transit Training Consortium (SCRTCC) – July 1, 2009 – June 30, 2010 - \$500.00. Provides a training resource network comprised of public and private organizations focused on the development and employment of the transit industry's workforce that is proficient in the standards, practices, and procedures for incumbent and new workers. Our membership with them allows our instructors to train the technicians in the membership network and to receive free training from the consortium. Our training classes brought in \$6,400.00 of funding to the Auto Tech program last year and plans to bring in at least \$8,000.00 to the program this coming year. To be paid from Foundation funds.

California Community Colleges Football Coaches Association – 2009-10 academic year -- \$145. Membership for current football coaches. To be paid from football trust account.

Additional Administrative Content**Action/Agenda Details**

Motion:

Created on 08/22/2009 at 10:13 AM by Christina Irvin. Last update on 08/12/2009 by Jodi Rodriguez.

Agenda Item

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

None

Additional/Administrative Content

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/12/2009 by Jodi Rodriguez.

Agenda Item

3.03.12 Authorization for Purchase of Institutional Memberships - District

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.12 Authorization for Purchase of Institutional Memberships - District

RENEWAL

Community College League of California (CCLC) – Fiscal Year 2010 - \$35,336.00

Operational umbrella organization for California Community College Trustees (CCCT), California Association of Community Colleges (CACC), Chief Executive Officers of California Community Colleges (CEOCCC), and Association of California Community College Administrators (ACCCA).

Community College League of California (CCLC) Policy and Procedure Services – July 1, 2009 through June 30, 2010 - \$1,500.00

Membership includes a subscription to the Policy and Procedure Services that provide policy updates and procedure workshops.

California Community College Athletic Association (CCCCAA) - July 1, 2009 through June 30, 2010 - \$17,955.00

Additional annual fees for Commission on Athletics of \$17,955.00

NEW

National Council on Black American Affairs (NCBAA) - Academic Year 2009-2010 - \$300.00

Membership provides a collaborative voice that promotes the academic and professional success of African American students, faculty, staff and administrators.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by CCCCDAAdvc. Last update on 08/12/2009 by Jodi Rodriguez.

3.03.13 Authorization for Community Activities - Orange Coast College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content**3.03.13 Authorization for Community Activities -
Orange Coast College**

Pursuant to the District's Standard Contract Agreement, SEIU-UHW-West & Joint Employer Educational Fund has contracted with OCC's Community and Contract Education Department to provide contract training to incumbent workers in the following non-apportionment generating, credit classes: Introduction to Chemistry A110 and English Composition A099. Contract Board approved April 1, 2009.

Laux, John Michael to teach Chemistry A110 and to provide 126 instructional teaching hours; to be paid \$72 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College.

Lopes, Kelly to teach English A099 and to provide 72 instructional teaching hours; to be paid \$63.77 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College.

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/13/2009 by Jodi Rodriguez.

3.03.14 Sailing Program - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.14 Sailing Program - Orange Coast College**

The following non-credit classes will be offered by the Marine Programs Office during the period of August 20, 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.

REVISIONS TO PREVIOUS BOARD ACTION:

ALASKA EAGLE 2009 OFFSHORE VOYAGES; Fee \$1495 TO \$3995, 5 to 21 days

Leg 4 – August 20-Sept 1, 2009 – San Juan Island, WA – San Francisco, CA; \$2495

Leg 5 – Sept 4-10, 2009 – San Francisco – Newport Beach, CA; \$1495

ADD PRESENTERS: Christopher Conklin (F)

Skippers at \$240-\$350, Mates at \$100-\$200, and cooks at \$75-\$150 per day. All transportation costs and meals for all approved staff to be paid for by the Sailing Center at no cost to the District (F) (prior approval Oct 1, 2008)

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/13/2009 by Jodi Rodriguez.

3.04 PERSONNEL ITEMS

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.04 PERSONNEL ITEMS**

Open.pdf

Additional Administrative Content**Action Agenda Details**

Motion:

Created on 08/22/2009 at 10:19 AM by COCDHR. Last update on 08/12/2009 by Jodi Rodriguez.

3.04 PERSONNEL ITEMS

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

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

Classified

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Kaulani, Robert	OCC	Athletic Equipment Manager	Prob Sep	07/13/09
Tran, Kaitlyn	OCC	Typist Clerk Senior	Voluntary Sep	08/08/09

3.04.02 Authorization for Leaves of Absence

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

Classified

Munoz-Sanchez, Martha, OCC, Admissions and Records Technician II, Classified Unit, 100% LOA/wop, under the Family and Medical Leave Act of 1993, for the period of 07/15/09 to 09/07/09.

Ngo, Michelle, GWC, Staff Assistant, Classified Unit, 100% LOA/wop for the period 08/24/09 to 01/15/10 for personal reason.

3.04.03 Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be given for the following changes in contract assignments for Academic Staff:

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Lee-Warren, Susan	GWC	Instructor, Art	100%	35.53%	08/31/09	05/30/10
Madrigal, Stella	GWC	Instructor, Commun Studies	100%	80%	08/31/09	05/30/10
Wilson, Julia	GWC	Instructor, Nursing	77.20%	68.33%	08/31/09	05/30/10

Revision to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Pasquale, Paulette	GWC	Instructor, Nursing	86.94%	84.46%	08/31/09	05/30/10

3.04.04 Authorization for Contract Amendments Based Upon Horizontal Salary Moves

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

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Chaiyakal, Jennifer	OCC	III 09	IV 10
Moore, Sacha	GWC	IV 08	V 09

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

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

Permanent Reassignment

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Dietrichson, Theresa	GWC	Div/Office Coordinator/E-49	Cosmetology Business Facilitator/E-48*	08/20/09

*Voluntary classification change.

Revisions to Previous Board Action

Temporary Reassignment

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Bach, Bebe	OCC	HR Specialist/ E-48	Div/Off Coordinator/ E-49*	07/16/09
Tornow, John	GWC	Bookstore Assist Manager/G-09	Operations Coordinator /G-15	07/01/09**

*Working Out of Class.

**Extend end date to 09/30/09.

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:

Temporary Schedule Changes and On Call Hours Over Contract

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Chan, John	CCC	Campus Security Officer	48.75%	HOC	08/19/09	06/30/10
Flores, Ralph	CCC	Campus Security Officer	48.75%	HOC	08/19/09	06/30/10
Jones, Jeffrey	CCC	Campus Security Officer	48.75%	HOC	08/19/09	06/30/10
Phan, Phuong	OCC	Receptionist	56.25%	100%	07/01/09	06/30/10

3.04.07 Authorization for Professional Experts

Professional Experts over \$10,000.00

Ayala Ortiz, Gloria, OCC, to provide coordination for the Industry Driven Regional Collaborative, for the period 08/20/09 to 01/31/10, to be paid by timecard at \$100.00 per unit, 13.846 units per week, for 26 weeks, total compensation to be \$36,000.00.

Richey, Ardith, DIST, to oversee current GO Bond projects, for the period 09/01/09 to 11/30/09, to be paid by timecard at \$100.00 per unit, 10 units per week, for 12 weeks, total compensation to be \$12,000.00.

Other Professional Experts

Brown, Michael, OCC, to provide facilitation for the O.C. Registrar of Voters, for the period 08/20/09 to 01/30/10, to be paid by timecard at \$100.00 per unit, 0.20 units per week, for 4 weeks, total compensation to be \$400.00.

Huntoon, Walter, GWC, to provide scenery design for GWC theater productions "Dr. Jekyll & Mr. Hyde" and "Grease," for the periods 08/20/09 to 11/30/09 and 04/01/10 to 05/31/10, to be paid at \$100.00 per unit, 3.75 units per week, for 8 weeks, total compensation to be \$3,000.00, will be paid in 2 equal payments.

Walters, Clint R., OCC, to perform work for the Tech Prep Regional Coordination Grant, for the period 08/20/09 to 06/30/10, to be paid by timecard at \$100.00 per unit, 0.23 units per week, for 43 weeks, total compensation to be \$1,000.00.

Revision to Previous Board Action

The following District Professional Experts to provide training for the middle school counselors for the SB70/SB1133 Community Collaborative Grant Middle School Training, for the period of 05/21/09 to 12/31/09, to be paid by timecard at \$100.00 per unit, 0.52 units per training session, for 29 weeks, increase total compensation from \$1,000.00 to \$1,500.00.

Blake, Daniel
Gangitano, Michael

3.04.08 Authorization for Monthly Travel Allowances

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

CCC

Lopez, Vinicio	\$225.00 per month
Dean, Instruction	

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.05 ADDITIONAL PERSONNEL ITEMS****Additional Administrative Content**

Created on 06/22/2009 at 10:13 AM by CCCC DHR. Last update on 08/12/2009 by Jodi Rodriguez.

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 08/19/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

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

Reteguiz, Kimberly to provide outreach, marketing and liaison activities between the college and the military base's education office, and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, August 17, 2009 - June 30, 2010, at \$23 per hour, for a fee NTE \$34,500, to be paid from Contract Education funds.

Brown, James H. to create animations for seven lessons @ \$2,800/lesson for the new Online Introduction to Physical Geology course NTE \$19,600, August 20, 2009 – June 30, 2010, to be paid by funds received in support of this project.

Denise Cusano Instructional Design, Inc. to provide instructional design and media development services for the production of a two-day workshop on Safe Work Practices, including a Train-the-Trainer component for Chevron Products Company, including but not limited to: analysis, \$6,082; design, \$6,082; development, \$6,082; implementation, \$6,082; evaluation, \$6,082; August 20, 2009 – December 31, 2010, for a fee NTE \$30,410, to be paid from funds received in support of this project.

Cox, Steve to prepare online lab lessons for the new Anatomy & Physiology lab course @ \$2,000 for initial lesson, 3 lessons @ \$1,500/lesson, and 10 lessons @ \$850/lesson NTE \$15,000, August 20, 2009 – June 30, 2010, to be paid by funds received in support of this project.

UNDER \$10,000

Hughes, Harry T. to serve as a writer/producer for the new Anatomy & Physiology lab @ \$225/day NTE \$8,000, August 20, 2009 – December 31, 2009, to be paid by funds received in support of this project.

Tang, Yong to review 9 chapters of the textbook @ \$200/chapter for the new Anatomy & Physiology telecourse, August 20, 2009 – June 30, 2010, resulting in a total contract amount of \$4,950, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE figure by \$1,800. Prior Board Approval: 6/17/09)

Jewish Family Service of Orange County to provide 40 two-hour workshops and support services for a maximum of 20 job seekers between August 20, 2009 and June 30, 2010 for a fee of \$60 per workshop NTE \$24,900, to be paid from One-Stop Center funds.

Grupas, Angela to review initial course design for \$350 and 5 lesson reviews @ \$385/lesson for a fee NTE \$2275, for the new Speech 200 course, August 20, 2009 – June 30, 2010, to be paid from ancillary funds.

McDermott, Virginia to review initial course design for \$350 and 5 lesson reviews @ \$385/lesson for a fee

NTE \$2275, for the new Speech 200 course, August 20, 2009 – June 30, 2010, to be paid from ancillary funds.

Canfield Reisman, Rosemary M. Ph.D. to revise the Telecourse Student Guide and Test Bank for Humanities Through the Arts, beginning August 20, 2009 and to be completed no later than January 30, 2010, for a fee of \$3,500 to be paid in a one payment upon completion, from funds received in support of this project

Zweig, Maureen to revise test bank so that it coincides with the additional textbook (concise version) for Transitions Throughout the Life Span video course, August 20, 2009 – June 30, 2010, for a fee NTE \$2,990 (26 lessons at \$115 per lesson) from funds received in support of this project.

Stephenson, Jon David to provide instructional design and media development services for the production of a Train-the-Trainer component for the Chevron Products Company workshop, Safe Work Practices, August 20, 2009 – December 31, 2009, for a fee of \$715, to be paid from funds received in support of this project.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 08/22/2009 at 10:18 AM by Laurie Swancutt. Last update on 08/12/2009 by Jodi Rodriguez.

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.05.02 Authorization for Independent Contractors - Golden West College

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

\$10,000 AND OVER

Wolzinger, Renah, to develop High School to College CTE Pathways, August 31, 2009 through May 31 2010, to be paid \$3,000 per pathway NTE \$30,000, from Tech Prep funds.

Wayne Foster Entertainment, to provide professional entertainment services at the Golden West College Gala, March 13, 2010, to be paid a \$500 deposit on August 20, 2009; \$7,500 on December 1, 2009; and \$7,000 on March 1, 2010, NTE \$15,000, from Foundation funds.

UNDER \$10,000

Systems Technology Associates, to assist staff with the installation and configuration of VMWare ESX 3.5 servers, installation and configuration of HA and DRS, and knowledge transfer, August 24 – September 30, 2009, to be paid weekly upon invoice based on a daily rate of \$1,760 for time and materials NTE \$8,500.00, from TTIP funds.

Caley, Johannah E, to serve as Light Designer for Dance Concerts/Performances, August 20, 2009 – June 30, 2010, to be paid \$600 for fall assignment and \$800 for spring assignment NTE \$1,400, from Dance Trust Acct.

California Manufacturing Technology Consulting c/o John Van Buren, to provide two workshops on Healthcare Regulatory Updates, October 14 & 19, 2009, to be paid \$1,600 per workshop NTE \$3,200 from RHORC Trust Fund.

Additional/Administrative Content**Action Agenda Details**

Motion:

Created on 08/22/2009 at 10:13 AM by Christina Irvin. Last update on 08/12/2009 by Christina Irvin.

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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.

Over \$10,000

LHR Consulting to coordinate and implement the Tech Prep District grant projects for all three CCCD colleges for the period August 20, 2009, to June 30, 2010, to be paid an amount NTE \$46,080. Payments of \$5,120 per month will be paid upon submission of invoice for work completed.

Moore Energy to provide consultation for the Industry Driven Regional Collaborative (IDRC) Solar project. Contractor will work closely with the Dean, Technology and Coordinator of the IDRC to maintain continuity and ensure projects are completed and will report and collect data for the State's web site. Total contract NTE \$3,200 per month for a NTE amount of \$35,200 for fiscal year 2009-2010, to be paid from grant funds. Amount to be paid upon receipt of invoice for work completed.

Cole, Jack D. to assist in the preparation and presentation of lab activities for two contract education sections of CNST A275 per agreement with the USMC/Camp Pendleton to prepare Marines for deployment to Iraq and Afghanistan. Class sections were Board approved on May 6 and May 20, 2009. Services provided for the period May 25-June 19, 2009, to be approved for 162 hours at \$61.73 per hour, with the total amount NTE \$10,000 from the USMC Contract Education account. Payment will be made upon completion of all services and upon receipt of invoice.

Sells, Robin to serve as grant writer for the Electronics Engineering Department and the Technology Division. Mr. Sells is a nationally recognized grant writer and a member of the National Grant Writer's Guild. Requests to be approved for 350 hours quoted at \$28.60 per hour, with total reimbursement NTE \$10,000 to be paid from division ancillary funds coordinated through the Foundation, and any additional payments will be paid from successfully funded grants.

Under \$10,000

Bishop, Bruce to serve as a trainer for the ASOCC Student Government Parliamentary Procedures. The training will consist of a one-day session in August, 2009, (TBA) to be conducted on the OCC campus. Amount of \$550 to be paid upon completion from ASOCC funds.

Bowman, John to determine donation values for the Sailing Center program and the OCC Foundation during the fiscal year July 1, 2009-June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds. If selected to perform these services, the contractor will invoice the District based upon the agreed price.

Cal Western Boat Movers to relocate OCC sailing vessels during the fiscal year July 1, 2009-June 30, 2010, to be paid an amount NTE \$3,000 from Sailing Center funds. If selected to perform these services, contractor will submit an invoice to the District based on the agreed-upon price.

Gerke Consulting and Development to provide professional staff development training for the Financial Aid Office no later than June 30, 2010, to be paid for two sessions per year at \$3,750 per session, including books and materials, with the total amount NTE \$7,500 from categorical funds. Payment will be made upon completion of all services and upon receipt of invoice.

Glacier Corporation to provide refrigeration services to repair Sailing Center vessels during the fiscal year July 1, 2009-June 30, 2010, to be paid an amount NTE \$3,000 from Sailing Center funds. If selected to perform these services, contractor will submit an invoice to the District based on the agreed-upon price.

Heart to Heart CPR & First Aid to provide first-aid training for students in the Registered Dental Assisting Program at OCC between September 25, 2009, and December 15, 2009, to be paid at the rate of \$125 per hour, total amount NTE \$1,000 from Registered Dental Assisting (RDA) ancillary funds. Amount to be paid in full upon submission of invoice at the conclusion of services. A \$25 fee per participant to be paid by students and faculty to be deposited into the RDA account.

Henger, Sue to serve as editor for exhibitions essays for the Frank M. Doyle Arts Pavilion from August 20, 2009, through January 31, 2010, requests approval to be paid for four exhibitions at the rate of \$500 each, total amount NTE \$2,000, from ancillary funds. Payment to be made upon completion of work and receipt of invoice.

Hosinski, Luke to serve as a grant writer for the Welding Department and the Technology Division and as a liaison between the college and business, industry, and private parties to secure donations of tools, equipment, and supplies for the department and division, to be paid at the rate of \$250 per semester, with the total amount NTE \$500, from division funds. Payment will be made upon completion of work and receipt of invoice.

Marrett, Barbara to serve as crew and assist with promotion of *Alaska Eagle* and other OCC sailing programs at various boat shows in the United States and Canada during the fiscal year July 1, 2009-June 30, 2010, to be paid an amount NTE \$9,000 from Sailing Center funds. If selected to perform these services, contractor will submit an invoice to the District based on the agreed-upon price.

MB Elite to provide repair and maintenance services to Sailing Center donated vehicles, to be paid an amount NTE \$1,000 from Sailing Center funds. If selected to perform these services, contractor will submit an invoice to the District based on the agreed-upon price.

Ogami, Gene to serve as arts photographer and digital editor for the Frank M. Doyle Arts Pavilion for "John Paul Jones" exhibition from August 20 through August 31, 2009, to be paid at the rate of \$200 per day for twelve days, with the total amount NTE \$2,400 from ancillary funds. Payment to be made upon completion of work and receipt of invoice.

Stone Harbor Films, dba Going Green Productions to serve as main presenter at the "Living Green" Sustainability Workshop held at OCC on July 18, 2009, to be paid an amount of \$2,000 from the Industry-Driven Regional Collaborative (IDRC) Solar grant. Amount to be paid upon receipt of invoice. Late submittal due to lost paperwork.

Stoneman, David performed as a singer as part of a teaching demonstration for applicants during the interview process for Music Instructor in the Visual and Performing Arts Department for eight hours of interviews for May 5-6, 2009, to be paid \$600 from Staff Diversity funds. Amount to be paid upon receipt of invoice. Late submittal due to lost paperwork.

Three Stars Portable Toilets to provide portable toilet services for the Orange Coast College Swap Meet from August 20, 2009, through December 31, 2009, to be paid an amount NTE \$7,660 from CCCD Enterprises, Inc. funds. Prior to authorizing this service, the District will obtain competitive price quotes. If selected to perform these services, the contractor will invoice the District based upon the agreed price.

Zing! Leadership Development Systems, LLC to provide training for OCC student leaders at the ASOCC Leadership Conference on October 2, 2009, at the Kellogg West Conference Center in Pomona, CA, to be paid a one-time fee of \$4,000 from ASOCC funds upon submission of invoice.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/12/2009 by Jodi Rodriguez.

3.05.04 Authorization for Independent Contractors - District

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.05.04 Authorization for Independent Contractors - District**

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

\$10,000 AND OVER

Cerritos Franchise, Inc. (DIST) to serve as an Independent contractor for Graphic Design Work for District Marketing and Public Relations Material and D-Mail design. July 1, 2008 – June 30, 2009, to be paid no more than \$24,000 for the year and no more than \$2,000 per month from Public Relations Funds.

Additional Administrative Content**Action Agenda Details**

Motion:

Created on 06/22/2009 at 10:13 AM by CCCDAAdsvr. Last update on 08/12/2009 by Jodi Rodriguez.

3.05.05 Authorization for Staff Development - Golden West College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content**3.05.05 Authorization for Staff Development - Golden West College**Math Department Symposium

Date(s): August 14, 2009

Purpose: Faculty training in effective teaching strategies, ReyCarr software, and MyMathLab course management system.

Cost/Purpose/Funding Source: \$300 for food and supplies from IPD funds.

Nursing Department Symposium

Date(s): October 19, 2009

Purpose: Faculty training in use of simulation-immersion technique in determining the achievement of course SLOs.

Cost/Purpose/Funding Source: \$450 for food and supplies from IPD funds.

Pourzanjani, Omid, Dean of CTE, to attend Educational Leadership Courses: Educ. 296 (Special Topics), 230A (Introduction to Research Design and Statistics) and 499A (Advanced Directed Field Experience), required for the Educational Doctorate Degree at UCLA, September-December 2009. Reimbursement of tuition NTE \$1500 to be paid from CDMA funds.

Harelson, Karen, Nursing Instructor, to attend Gerontological Nursing Certification Review Course, required for the BRN Requirement for Continued Education at the New York University College of Nursing, March 23, 2009. Reimbursement of course tuition NTE \$150.00 to be paid from Foundation Grant Funds.

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Christina Irvin. Last update on 08/13/2009 by Jodi Rodriguez.

Agenda Item

3.05.06 Authorization for Off-Campus Assignment - Coastline Community College

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.06 Authorization for Off-Campus Assignment - Coastline Community College

Michelle Ma, Director of Marketing and Public Relations, to serve on the statewide Community College Public Relations Organization Board of Directors from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Shalamon Duke, Dean of Counseling and Special Programs, to serve as President of the African American Male Education Network and Development 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.

Nancy Jones, Academic Senate President, to serve on the Academic Senate Statewide Career Pathways Project Committee from August 20, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Administrative Content

Created on 08/05/2009 at 09:31 AM by Laurie Swancutt. Last update on 08/13/2009 by Jodi Rodriguez.

Agenda Item

3.05.07 Authorization for Off-Campus Assignment - Golden West College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type:

Public Access: Yes

Agenda Item Content

3.05.07 Authorization for Off-Campus Assignment - Golden West College

Stephanie Dumont, Counselor with a 50% assignment, as South Representative for Academic Senate for California Community Colleges, from August 2009 to May 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Administrative Content

Created on 08/04/2009 at 03:51 PM by Christina Irvin. Last update on 08/13/2009 by Jodi Rodriguez.

Agenda Item**3.05.08 Authorization for Off-Campus Assignment - Orange Coast College**

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.05.08 Authorization for Off-Campus Assignment -
Orange Coast College**

Moser, Melissa, Director of Financial Aid, to serve as a member of the National Association of Student Financial Aid Association's (NASFAA) Editorial Board of the Student Aid Transcript, 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. All expenses to be paid by sponsoring organization.

Additional Administrative Content**Action Agenda Details**

Motion:

Created on 06/22/2009 at 10:13 AM by Lynnette Minton. Last update on 08/13/2009 by Jodi Rodriguez.

3.06 FINANCIAL APPROVALS

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.06 Financial Approvals****Additional Administrative Content**

Created on 08/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/12/2009 by Jodi Rodriguez.

3.06.01 Approval of Purchase Orders

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.01 Approval of Purchase Orders**

PurchaseOrderDIST.pdf

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by CCGDPurch. Last update on 08/12/2009 by Jodi Rodriguez.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0317044	The Irvine Co/CBC III-V Lease payments for Irvine One-Stop Center	CCC	5684	525,000.00
P0317066	CCCD Workers Comp Trust Fund Open PO for Workers compensation	DIS	5480	300,000.00
P0317043	Avalon Center at Garden Grove Open PO for lease payment for Westminster One- Stop Center	CCC	5684	210,000.00
P0317064	Pitney Bowes Reserve Account Open PO for metered mail postage warrants	CCC	5831	170,000.00
P0317228	GWC Bookstore Open PO for continuing EOPS students	GWC	7605	150,000.00
P0317723	Computerland of Silicon Valley Year two of three year agreement to license Microsoft software-Board Date: 10/15/08	DIS	5638	143,183.00
P0317053	Marsh Risk & Insurance Svcs Marine Program insurance premium	DIS	5472	90,225.94
P0317227	GWC Bookstore Open PO for book service for EOPS	GWC	7605	90,000.00
P0317424	Schools Excess Liability Fund FY-09/10 School Life excess liability premium	DIS	5472	84,685.23
P0317693	Bog's Calif Community Colleges Consumer & Science Lab Bldg DSA plan check fees (GOB)	OCC-GB	6204	78,563.00
P0317466	B & P Services Inc Labor/installation of new VAV boxes & hot water coils at CCC	CCC	6250	73,000.00
P0317071	CR & R Open PO for pick-up of solid waste	OCC	5510	70,000.00
P0317617	Dell Higher Education Desktop computers for CCC computer lab	CCC	6412	68,778.98
P0317718	B & P Services Inc Scheduled maintenance to furnish/install 12 replacement roof top heat pump units for OCC Social Sci Bldg	OCC	6250	68,480.00
P0317230	SMS Systems Maintenance Services Inc SMA for Dell Servers	DIS	5638	67,817.59
P0317596	Trend Offset Printing CCC printing Fall Class Schedules Bid# 1944 Board Date: 01/16/08	CCC	4321	64,373.00
P0317750	ACCT Open PO for Chancellor and OCC President recruitment advertising.	DIS	5899	60,000.00
P0317077	Northcott Painting Company Campus Bldgs Maintenance Exterior Painting	DIS	6250	55,650.00
P0317235	Superior Asphalt Paving Inc Repair and overlay of Adams Lot (GOB)	OCC-GB	6120	55,498.00

P0317616	LINKS Sign Language & Interpreting Services Open PO for interpreting services for Disabled Student Program	GWC	5899	50,000.00
P0317663	United States Postal Service Open PO for Bursars Office postage service	OCC	5831	50,000.00
P0317757	Jobelephant.com Inc Open PO for recruitment advertising-District	DIS	5850	50,000.00
P0317771	OCC Food Services Food supplies for OCC Children's Center	OCC	4313	50,000.00
P0317034	Corporate Express Removal and replacement of old desks in the Fine Arts classroom #222 (GOB)	GWC-GB	6250	45,472.92
P0317418	Wilcox, Susan IC for writing/production services for Physical Geography online course	CCC	5112	45,000.00
P0317612	SunGard Higher Education Inc Tech support and service for Project Voyager	DIS	5899	40,000.00
P0317772	Postmaster District Bulk Mailing Postage	DIS	5831	40,000.00
P0317774	Southland Industries Community Theater Bldg Rm 209 ceiling replacement (GOB)	GWC-GB	6256	37,722.00
P0317061	Waxie Sanitary Supply Open PO for custodial supplies	GWC	4312	36,000.00
P0317431	Time Warner Cable 09/10 FY Cable/high speed internet service	OCC	5899	34,848.00
P0317490	Yosemite Water Open PO for OCC, CCC and GWC drinking water service	DIS	5899	31,500.00
P0317036	Townsend Public Affairs Inc Open PO for consulting services	DIS	5899	30,000.00
P0317380	Sun Environmental Engineering Services, Inc Open PO for hazardous waste disposal services District-wide	DIS	5510	30,000.00
P0317605	Rakochy, Wendy IC to serve as video producer for new Physical Geography telecourse. Board date: 06/17/09	CCC	5112	30,000.00
P0317433	Briggs Electric Inc Refurbish/install Forum & Tech 158/159 dimmer panels	OCC	6250	28,750.00
P0317483	CCC Bookstore EOPS student textbooks	CCC	7601	25,000.00
P0317062	LaunchPad Careers Inc Open PO for training modules	CCC	5899	24,000.00
P0317063	Working Wardrobes Open PO for OC One Stop Center workshops. Board Date: 06/17/09	CCC	5899	24,000.00
P0317601	Xerox Corp	SB	4310	22,933.32

P0317595	CCCD truck load of white copier paper Trane U.S. Inc SMA for campus chillers	OCC	5638	21,172.00
P0317027	Reliable Elevator of OC SMA for monthly campus elevator service	OCC	5638	21,000.00
P0317058	Thyssenkrupp Elevator Open PO for elevator maintenance	GWC	5638	20,640.00
P0317478	Accrediting Commission-CJC Accreditation membership fee. Board Date: 04/01/09	CCC	5320	19,116.00
P0317376	Vietnamese Community of OC Open PO for facility usage of 14541 Brookhurst St., Westminster for ESL classes	CCC	5684	18,468.00
P0317057	Nextel Communications Open PO for Nextel radios	GWC	4312	18,000.00
P0317229	CR & R Open PO for pick-up of solid waste	CCC	5510	18,000.00
P0317607	Dell Higher Education Desktop computers for Financial Aid Dept	OCC	6412	17,917.00
P0317606	Denise Cusano Instructional Design Inc IC for writing student guides and lessons for new Anatomy & Physiology telecourse. Board Date: 06/17/09	CCC	5112	17,850.00
P0317078	Mobile Modular Management Corp Relocatables 2 yr lease for Early College High School program. Board Date: 06/17/09	CCC	5684	15,383.00
P0317060	CR & R Open PO for pick-up of solid waste	GWC	5510	15,000.00
P0317299	Pocket Nurse Open PO for Nursing lab supplies	GWC	4312	15,000.00
P0317700	Pacific Parking Systems Inc Display parking dispenser with bill and coin acceptor	GWC	6401	14,992.21
P0317419	Stephenson, Jon IC for writing services on Chemistry telecourse	CCC	5112	13,600.00
P0317226	Iron Mountain Open PO for offsite storage of back-up tapes	DIS	5899	13,591.31
P0317703	Odyssey Power Corp SMA for service and PM to campus generators and emergency light towers	OCC	5638	13,505.00
P0317725	Vital Link Orange County Open PO for services on Governor's Career Tech Education initiative	DIS	5899	13,340.00
P0317224	Office Furniture Group Inc Student Success Center furniture	OCC	4312	12,913.93
P0317406	Dell Higher Education Desktop computers for Financial Assistance Department	OCC	6412	12,471.85

Purchase Orders

P0317722	Computerland of Silicon Valley Adobe Design Standard software license	CCC	5699	12,202.84
P0317695	Marina Landscape Inc District Bldg monthly landscape service	DIS	5899	12,000.00
P0317704	Board of Governors-Calif Comm College Institutional Student Right to Know subscription memberships. Board Date: 06/17/09	DIS	5877	11,700.00
P0317223	CareerAmerica LLC FATV Comprehensive Service subscription renewal	OCC	5699	11,500.00
P0317059	Chem Pro Laboratory Inc Open PO for water treatment chemicals	GWC	5650	11,400.00
P0317037	Mariposa Women & Family Center Open PO for mental health services	GWC	5110	11,000.00
P0317758	Tangram Irvine One Stop Center Computer lab furniture	CCC	4312	10,471.48
P0317047	Beachwood Construction Playground/Bldg repairs and maintenance	OCC	6120	10,000.00
P0317222	Western Graphics Plus Open PO for printed promotional Items	OCC	4312	10,000.00
P0317251	Crop Production Services Inc Open PO for sports fields supplies	OCC	4312	10,000.00
P0317301	CI Solutions Open PO for Photo ID supplies	GWC	4312	10,000.00
P0317350	Scott Electric Open PO for projector replacement bulbs	OCC	4312	10,000.00
P0317411	Minuteman Plumbing Open PO for campus-wide plumbing services	GWC	5899	10,000.00
P0317470	Superior Asphalt Paving Inc Open PO for parking lot asphalt repairs	OCC	5665	10,000.00
P0317472	Titlewave Video Subtitling Service Open PO for video captioning services	GWC	5899	10,000.00
P0317473	Sir Speedy Printing Open PO for printing for Criminal Justice Training Center	GWC	4312	10,000.00
P0317489	Rising Sun Telecom Inc District-wide phone system repairs	DIS	5657	10,000.00
P0317646	On-Site LaserMedic Open PO for toner/ink cartridges	GWC	4315	10,000.00
P0317354	Reliant Technology, LLC	OCC	6412	9,676.61
P0317286	Community College League of Calif	DIS	5899	9,000.00
P0317382	Office Furniture Group Inc	OCC	4312	8,846.22
P0317351	Judge Netting Inc	OCC	5665	8,700.00
P0317386	Hewlett Packard	DIS	5638	8,489.54
P0317129	Great Western Sanitary Supply	GWC	4312	8,000.00
P0317241	Chem Pro Laboratory Inc	OCC	5510	7,980.00
P0317593	Digital Networks Group Inc	DIS	6411	7,839.82

Purchase Orders

P0317538	Dermal Products Inc	GWC	4312	7,574.57
P0317213	ThreeForks Inc	OCC	5699	7,500.00
P0317724	Vital Link Orange County	DIS	5899	7,500.00
P316753	ACS Affiliated Computer Services	OCC	5899	7,500.00
P0317515	CDWG	CCC	4315	7,437.20
P0317776	Coast Construction	OCC-GB	6250	7,357.00
P0317225	Geosyntec Consultants	CCC-GB	6127	7,300.00
P0317272	Calif Pro Sports	GWC	4312	7,069.03
P0317056	Pacific Blue Micro	GWC	5638	7,000.00
P0317103	Rhino Electric Supply	GWC	4312	7,000.00
P0317201	Saddleback Golf Cars	OCC	4677	7,000.00
P0317252	GWC Bookstore	GWC	4312	7,000.00
P0317283	Herff Jones - Cap & Gown Div	OCC	5696	7,000.00
P0317377	Dr McNatty & Assoc	DIS	5899	7,000.00
P0317753	Jack Nadel Int'l	OCC	4312	6,929.88
P0317686	truWest Inc	GWC	4312	6,889.61
P0317052	Blinn & Young Inc	OCC	6120	6,845.81
P0317045	Coast Construction	OCC-GB	6120	6,839.00
P0317440	Thomson West	DIS	4285	6,500.00
P0317637	Daniels Tire Service	TRANS	4677	6,500.00
P0317356	Dell Higher Education	OCC	4315	6,308.61
P0317516	Pacific Blue Micro	OCC	4315	6,098.70
P0317033	Follett Higher Education Group Inc #1094	OCC	7601	6,000.00
P0317233	B & P Services Inc	OCC	5650	6,000.00
P0317305	Staples Advantage	OCC	4312	6,000.00
P0317499	On-Site LaserMedic	DIS	5657	6,000.00
P0317508	Portacraft Inc	OCC	5899	6,000.00
P0317653	Office Depot	OCC	4312	6,000.00
P0317482	Campos Custom Concrete	GWC-GB	5899	5,970.00
P0317467	Air Pro Supply Inc	CCC	6250	5,799.88
P0317396	CI Solutions	OCC	4312	5,705.00
P0317239	Chem Pro Laboratory Inc	OCC	4312	5,700.00
P0317246	Pharmedix	GWC	4312	5,500.00
P0317676	Pacific Parking Systems Inc	GWC	5638	5,130.00
P0317215	Point & Click Solutions	OCC	5899	5,100.00
P0317069	Federal Express Corp	DIS	5831	5,000.00
P0317085	Home Depot	GWC	4677	5,000.00
P0317092	Graybar Electric	GWC	4677	5,000.00
P0317116	Waxie Sanitary Supply	GWC	4312	5,000.00
P0317124	Storefront Door Repair	GWC	5899	5,000.00
P0317198	United Parcel Service	OCC	5831	5,000.00
P0317212	Follett Higher Education Group Inc #1094	OCC	4312	5,000.00
P0317219	Quality Aire	OCC	5638	5,000.00
P0317254	GWC Bookstore	GWC	7605	5,000.00
P0317261	GlaxoSmithKline	GWC	4312	5,000.00
P0317309	Physician Sales & Service	GWC	4312	5,000.00
P0317456	Office Depot	GWC	4312	5,000.00

Purchase Orders

P0317471	B & P Services Inc	DIS	5650	5,000.00
P0317487	Xerox Corp	DIS	5657	5,000.00
P0317497	Graybar Electric	DIS	4315	5,000.00
P0317506	UPS Protection	DIS	5657	5,000.00
P0317509	Carmen's Uniforms Inc	OCC	5899	5,000.00
P0317519	B & P Services Inc	GWC	5650	5,000.00
P0317554	Staples Advantage	CCC	4312	5,000.00
P0317621	United Pumping Service Inc	DIS	5510	5,000.00
P0317669	Digital Networks Group Inc	OCC	4312	5,000.00
P0317674	Reliable Elevator of OC	OCC	4677	5,000.00
P0317716	Education 4 Work	DIS	5899	5,000.00
P0317754	Hoover Printing & Lithography Inc	DIS	4321	5,000.00
P0317755	Electro Systems Electric Inc	OCC	5650	5,000.00
P0317274	Buddy's All-Star Inc	GWC	4312	4,787.27
P0317488	Dell Higher Education	CCC	6411	4,697.40
P0317437	Wards Natural Science	OCC	4312	4,650.34
P0317537	Amber Products	GWC	4312	4,586.00
P0317216	Rancho Vista Landscaping Inc	OCC	5899	4,500.00
P0317414	Hughes, Harry	CCC	5112	4,500.00
P0317765	City of Fountain Valley	CCC	5516	4,500.00
P0317729	Star Microwave Service Corp	DIS	5657	4,350.00
P0317112	OC Fire Protection	GWC	5899	4,210.00
P0317719	Exemplis Corp	OCC	4312	4,208.83
P0317317	Carolina Biological Supply	GWC	4312	4,200.00
P0317461	Sehi Computer Products Inc	CCC	6411	4,133.15
P0317610	Dell Higher Education	OCC	4315	4,087.91
P0317096	JK Electronics Distributors Inc	GWC	4677	4,000.00
P0317106	Safety 1st Pest Control Inc	GWC	5899	4,000.00
P0317284	Priority Mailing Systems LLC	OCC	4312	4,000.00
P0317321	Fisher Scientific	GWC	4312	4,000.00
P0317505	Montgomery Hardware Co	OCC	5650	4,000.00
P0317630	South Coast Air Quality Mgmt District	TRANS	5749	4,000.00
P0317668	CR & R	DIS	5510	4,000.00
P0317672	OCC Food Services	OCC	4312	4,000.00
P0317462	CDWG	CCC	4315	3,894.01
P0317775	Chipman Corp	OCC-GB	5899	3,880.00
P0317464	Exemplis Corp	GWC-GB	4312	3,868.02
P0317422	Schwenz, Richard	CCC	5112	3,750.00
P0317710	CPP Inc	OCC	4312	3,721.10
P0317234	Leonard Chaidez Tree Service	OCC-GB	6124	3,700.00
P0317038	Steris Corp	GWC	5638	3,600.00
P0317113	Prudential Overall Supply Co	GWC	5510	3,500.00
P0317211	Baker Rentals & Sales Inc	OCC	5682	3,500.00
P0317247	Physician Sales & Service	GWC	4312	3,500.00
P0317635	Southern Counties Lubricants LLC	TRANS	4676	3,500.00
P0317670	Stater Brothers	OCC	4312	3,500.00
P0317363	Rio Grande	GWC	6411	3,379.52

Purchase Orders

P0317721	WinZip Computing LLC	DIS	5638	3,335.58
P0317730	Evaluation & Training Institute	OCC	5899	3,250.00
P0317430	Preferred Property Maintenance	GWC	6250	3,220.00
P0317318	Hardy Diagnostics	GWC	4312	3,200.00
P0317696	Allscape	OCC-GB	6124	3,121.50
P0317328	VWR International Inc	GWC	4312	3,100.00
P0317041	Tangram	CCC	5899	3,000.00
P0317042	Tangram	CCC	5899	3,000.00
P0317105	Grainger	GWC	4677	3,000.00
P0317108	Johnstone Supply	GWC	4677	3,000.00
P0317149	Walson Communications	CCC	5899	3,000.00
P0317158	Horizon Landscape Supply	GWC	4312	3,000.00
P0317200	OCC Food Services	OCC	4312	3,000.00
P0317238	Office Depot	DIS	4312	3,000.00
P0317240	Crop Production Services Inc	OCC	4312	3,000.00
P0317277	Performance Envelope	GWC	4321	3,000.00
P0317278	GWC Bookstore	GWC	4312	3,000.00
P0317279	Int'l Security Products	GWC	4312	3,000.00
P0317369	FRS Environmental	DIS	5510	3,000.00
P0317493	Stater Brothers	OCC	4313	3,000.00
P0317591	Amico Scientific Corp	CCC	4312	3,000.00
P0317658	Office Depot	OCC	4312	3,000.00
P0317680	Datamax O'Neil Printer Supplies	GWC	4312	3,000.00
P0317685	Custom Building Maintenance	CCC	5899	3,000.00
P0317692	Cintas First Aid & Safety	CCC	4312	3,000.00
P0317728	City of La Habra Heights	DIS	5899	3,000.00
P0317749	ACS Affiliated Computer Services	DIS	5899	3,000.00
P0317520	Iron Mountain	GWC	5899	2,917.00
P0317491	Home Depot	OCC	4312	2,750.00
P0317514	United States Postal Service	CCC	5831	2,650.00
P0317384	Xerox Corp	GWC	5638	2,625.60
P0317353	Paton Group	OCC	5699	2,610.00
P0317319	Delta Biologicals	GWC	4312	2,600.00
P0317400	College Health Services LLC	OCC	5899	2,600.00
P0317649	Microsoft Corp - Professional Support Sales	GWC	5638	2,578.00
P0317098	Par West Turf Services	GWC	4677	2,500.00
P0317127	Neopost Inc	GWC	4312	2,500.00
P0317245	Liebert Cassidy Whitmore	DIS	5897	2,500.00
P0317492	Smart & Final	OCC	4313	2,500.00
P0317705	Community College League of Calif	DIS	5306	2,500.00
P0317717	OCC Food Services	OCC	5899	2,500.00
P0317702	Dish Network Chicago	DIS	5522	2,449.20
P0317345	Buddy's All-Star Inc	GWC	4312	2,436.67
P0317051	FV Self Storage & RV Center	CCC	5684	2,400.00
P0317315	Coast Label Co	GWC	4312	2,400.00
P0317302	CI Solutions	GWC	5638	2,395.00
P0317517	SARS Software Products Inc	OCC	5699	2,390.00

Purchase Orders

P0317475	Toshiba Business Solutions	GWC	5638	2,349.00
P0317405	Dell Higher Education	DIS	5638	2,341.19
P0317383	Provantage Corp	DIS	4315	2,313.36
P0317355	Jupiterimages Corp	OCC	5699	2,250.00
P0317541	Dermal Products Inc	GWC	4312	2,249.83
P0317711	NCS Pearson Inc	OCC	4312	2,225.35
P0317535	Eureka Calif Career Info Sys	CCC	5699	2,169.56
P0317030	Office Depot	OCC	4312	2,000.00
P0317039	Office Depot	CCC	4312	2,000.00
P0317073	Office Depot	OCC	4312	2,000.00
P0317074	Dell Higher Education	OCC	4315	2,000.00
P0317076	Office Depot	OCC	4312	2,000.00
P0317082	Office Depot	CCC	4312	2,000.00
P0317087	Apex Audio Inc	GWC	4677	2,000.00
P0317089	Bulbman Inc	GWC	4401	2,000.00
P0317093	Greater Alarm Co Inc	GWC	4677	2,000.00
P0317094	Home Depot	GWC	4677	2,000.00
P0317099	Silver Screen Products	GWC	4401	2,000.00
P0317111	Smardan Supply Co- Orange Coast	GWC	4312	2,000.00
P0317130	Yale Chase Materials Handling Inc	GWC	4677	2,000.00
P0317131	Bishop Company	GWC	4312	2,000.00
P0317135	Par West Turf Services	GWC	4677	2,000.00
P0317141	Safety & Fire Equipment Co Inc	CCC	5638	2,000.00
P0317145	Fry's Electronics	CCC	4401	2,000.00
P0317159	Home Depot	GWC	4312	2,000.00
P0317160	Mr B's Lawnmower & Saw Shop	GWC	4677	2,000.00
P0317162	Infinity Designs	CCC	4321	2,000.00
P0317169	Amtech Elevator Services	CCC	5638	2,000.00
P0317199	Federal Express Corp	OCC	5831	2,000.00
P0317204	Graybar Electric	OCC	4677	2,000.00
P0317253	GWC Bookstore	GWC	4312	2,000.00
P0317263	Merck Vaccines	GWC	4312	2,000.00
P0317270	Bob's Shade & Linoleum	CCC	5650	2,000.00
P0317314	Iron Mountain Records Mgmt	GWC	5899	2,000.00
P0317364	Hoover Printing & Lithography Inc	OCC	4321	2,000.00
P0317366	Knorr Systems Inc	OCC	5657	2,000.00
P0317392	Island Color Inc	OCC	4321	2,000.00
P0317412	Graybar Electric	DIS	4312	2,000.00
P0317451	Crop Production Services Inc	OCC	4312	2,000.00
P0317638	Truc Par Co	TRANS	4677	2,000.00
P0317656	Office Depot	OCC	4312	2,000.00
P0317726	Home Depot	DIS	4312	2,000.00
P0317677	Dell Higher Education	CCC	6412	1,982.26
P0317271	Competitive Aquatic Supply	GWC	4312	1,962.67
P0317407	CI Solutions	OCC	5699	1,917.05
P0317308	VWR International Inc	GWC	4312	1,900.00
P0317188	Carolina Biological Supply	CCC	4312	1,822.19

Purchase Orders

P0317035	Office Depot	OCC	4312	1,800.00
P0317117	Assoc	CCC	5638	1,800.00
P0317165	Par West Turf Services	GWC	4677	1,800.00
P0317344	Storage Place	CCC	5684	1,800.00
P0317756	ACS Affiliated Computer Services	DIS	5899	1,800.00
P0317393	Provisio LLC	OCC	5699	1,750.00
P0317028	Northcott Painting Company	GWC-GB	6250	1,710.00
P0317525	GWC Bookstore	GWC	4312	1,600.00
P0317046	Freehand Sign Co	OCC-GB	6250	1,599.23
P0317275	Volleyball Market	GWC	4312	1,580.98
P0317659	Office Depot	CCC	4312	1,540.37
P0317712	Psychological Assessment Resources Inc	OCC	4312	1,529.43
P0317054	Harland Technology Services	GWC	5657	1,500.00
P0317132	Caster Technology Corp	GWC	4677	1,500.00
P0317136	Pep Boys	GWC	4677	1,500.00
P0317161	Yale Chase Materials Handling Inc	GWC	4677	1,500.00
P0317167	Pep Boys	GWC	4677	1,500.00
P0317178	Turf Star Inc	GWC	4677	1,500.00
P0317294	Office Depot	OCC	4312	1,500.00
P0317322	GWC Bookstore	GWC	5831	1,500.00
P0317367	Grainger	DIS	4312	1,500.00
P0317368	Lab Safety Supply	DIS	4312	1,500.00
P0317423	GWC Bookstore	GWC	4312	1,500.00
P0317498	MarVac Electronics	DIS	4315	1,500.00
P0317566	Awards Etc	GWC	4312	1,500.00
P0317583	Pennysaver	CCC	5850	1,500.00
P0317584	Pennysaver	CCC	5850	1,500.00
P0317620	Tri-State Environmental	DIS	5510	1,500.00
P0317636	Pep Boys	TRANS	4677	1,500.00
P0317655	Office Depot	OCC	4312	1,500.00
P0317675	Mesa Muffler	TRANS	5657	1,500.00
P0317706	ECS Refining	DIS	5510	1,500.00
P0317609	Dell Higher Education	OCC	4315	1,478.46
P0317690	Coast Fitness Repair Shop	GWC	4312	1,464.12
P0317075	Dell Higher Education	OCC	4315	1,421.01
P0317468	NSW/Airelink Mech Equip LLC	CCC	6250	1,417.34
P0317534	Kosmet	GWC	4312	1,406.14
P0317572	Fisher Scientific	GWC	4312	1,400.00
P0317086	Aqua-Clear Water Treatment Specialists Inc	GWC	5657	1,350.00
P0317210	B & B Services	OCC	5657	1,346.00
P0317273	Sportspage Soccer Warehouse Inc	GWC	4312	1,318.05
P0317352	3M Co	GWC	5638	1,310.44
P0317720	Micro Focus	DIS	5638	1,308.70
P0317214	CareerAmerica LLC	OCC	5699	1,250.00
P0317631	County of Orange	TRANS	5749	1,250.00
P0317632	Dept of Toxic Substances Ctrl	DIS	5749	1,250.00
P0317339	KPSS Inc	GWC	4312	1,234.79

Purchase Orders

P0317280	City of La Habra Heights	DIS	5899	1,208.00
P0317049	Home Depot	DIS	4312	1,200.00
P0317164	Our Daily Bread	CCC	5899	1,200.00
P0317168	Accurate Termite & Pest Control	CCC	5638	1,200.00
P0317174	Ewing Irrigation Products	GWC	4312	1,200.00
P0317217	FishMax.Com LLC	OCC	5899	1,200.00
P0317218	Accent Industries Inc	OCC	6120	1,200.00
P0317293	Office Depot	GWC	4312	1,200.00
P0317625	Geomatrix Consultants	DIS	5653	1,200.00
P0317689	JW Pepper & Son Inc	GWC	4312	1,200.00
P0317694	Edwards Service	OCC-GB	6269	1,200.00
P0317362	Tri-Best Visual Display Products	GWC	4312	1,199.05
P0317300	Matrix Imaging Products LLC	GWC	5638	1,195.00
P0317608	Quanser Consulting Inc	OCC	4315	1,160.36
P0317236	CI Solutions	OCC	5638	1,100.00
P0317747	Optical Calibration & Service	CCC	5638	1,100.00
P0317671	NCS Pearson Inc	OCC	4312	1,062.85
P0317255	South Coast Fire Protection Co	GWC	5899	1,050.00
P0317209	Eversoft	OCC	5682	1,022.00
P0317398	Marianna Inc	GWC	4312	1,021.78
P0317084	Andrews Electronics	GWC	4677	1,000.00
P0317090	Extron Electronics	GWC	4677	1,000.00
P0317095	Home Depot	GWC	4677	1,000.00
P0317097	Micro Center	GWC	4677	1,000.00
P0317100	UPS Protection	GWC	4677	1,000.00
P0317101	Walters Wholesale Electric Co	GWC	4677	1,000.00
P0317104	Walters Wholesale Electric Co	GWC	4312	1,000.00
P0317114	Cameron Welding Supply	GWC	4312	1,000.00
P0317123	Springdale Ace Hardware	GWC	4677	1,000.00
P0317125	Tell Steel	GWC	4312	1,000.00
P0317133	Kelly Equipment	GWC	4677	1,000.00
P0317134	Pete's Road Service Inc	GWC	4677	1,000.00
P0317147	Master Recording Supply Inc	CCC	4401	1,000.00
P0317151	Pacific Video Products Inc	CCC	5657	1,000.00
P0317163	Fry's Electronics	CCC	4312	1,000.00
P0317166	Pitney Bowes	CCC	4312	1,000.00
P0317193	Eberhard Equipment	GWC	4677	1,000.00
P0317197	PSI Group Inc	OCC	5831	1,000.00
P0317203	Home Depot	OCC	4677	1,000.00
P0317221	CalADE	OCC	5320	1,000.00
P0317237	Office Depot	GWC	4312	1,000.00
P0317243	Mesa Golf Carts	OCC	4677	1,000.00
P0317256	Larry's Building Materials	CCC	4312	1,000.00
P0317264	Nextel Communications	CCC	5899	1,000.00
P0317288	Corona Del Mar Touchdown Club	OCC	5850	1,000.00
P0317307	Thorn-Smith Labs	GWC	4312	1,000.00
P0317313	United Direct Marketing Inc	GWC	5899	1,000.00

Purchase Orders

P0317326	GWC Bookstore	GWC	4312	1,000.00
P0317330	Steris Corp	GWC	4677	1,000.00
P0317365	Fastsigns	OCC	4321	1,000.00
P0317399	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0317408	Wimba	OCC	5699	1,000.00
P0317420	Naravane, Anita	CCC	5112	1,000.00
P0317427	Office Depot	OCC	4312	1,000.00
P0317438	Samy's Camera	OCC	4312	1,000.00
P0317453	Office Depot	GWC	4312	1,000.00
P0317454	Office Depot	GWC	4312	1,000.00
P0317457	Office Depot	CCC	4312	1,000.00
P0317460	Sehi Computer Products Inc	CCC	4312	1,000.00
P0317484	Office Depot	OCC	4312	1,000.00
P0317496	Hewlett Packard	DIS	5657	1,000.00
P0317500	R & L Medical Co	OCC	5638	1,000.00
P0317522	GWC Bookstore	GWC	4312	1,000.00
P0317528	Landmark Services Inc	CCC	5899	1,000.00
P0317529	Great Western Sanitary Supply	GWC	4312	1,000.00
P0317545	CCC Bookstore	CCC	4312	1,000.00
P0317562	Home Depot	GWC	4312	1,000.00
P0317567	Greg Furlong Productions	CCC	5899	1,000.00
P0317569	GWC Bookstore	GWC	4312	1,000.00
P0317602	Galls/Long Beach Uniform Co	OCC	5899	1,000.00
P0317623	World-Wide Fire Inc	DIS	5510	1,000.00
P0317624	MT Walker Co	TRANS	5650	1,000.00
P0317627	TSI c/o Aspen Scientific	DIS	5657	1,000.00
P0317633	UCI Occupational Health	DIS	5895	1,000.00
P0317642	Glenn's Alignment	TRANS	5657	1,000.00
P0317652	Office Depot	OCC	4312	1,000.00
P0317657	Office Depot	OCC	4312	1,000.00
P0317673	Knorr Systems Inc	OCC	4677	1,000.00
P0317684	James Benedik Piano Service	GWC	5657	1,000.00
P0317687	JW Pepper & Son Inc	GWC	4312	1,000.00
P0317709	Water Factory	OCC	5801	1,000.00
P0317751	Office Depot	DIS	4312	1,000.00
P0317759	GWC Bookstore	GWC	4312	1,000.00
P0317764	Prudential Overall Supply Co	CCC	4312	1,000.00
P0317769	Office Depot	OCC	4312	1,000.00
P0317785	Office Depot	OCC	4312	1,000.00
P316761	Prudential Overall Supply Co	OCC	5899	1,000.00
P0317660	Office Depot	CCC	4312	997.05
P0317388	Postmaster	DIS	5831	978.75
P0317207	Orkin Inc	OCC	5510	960.00
P0317142	Siemens Water Technologies Corp	CCC	5899	950.00
P0317143	Siemens Water Technologies Corp	CCC	5638	950.00
P0317409	VEFO Inc	OCC	6250	931.94
P0317032	Orkin Inc	OCC	5510	910.00

Purchase Orders

P0317565	Accent Florist	GWC	4312	900.00
P0317731	Verve Solar Consulting	OCC	5899	900.00
P0317732	Stivers & Associates Inc	OCC	5899	900.00
P0317619	Codework Inc	CCC	5699	899.00
P0317678	CI Solutions	GWC	5699	895.00
P0317542	US Foodservice	GWC	4312	867.12
P0317410	Coastal Installation LLC	OCC	6250	850.00
P0317334	KPSS Inc	GWC	4312	849.89
P0317137	Pyro-Comm Systems Inc	CCC	5899	840.00
P0317432	Edwards Service	OCC-GB	6269	830.00
P0317303	Eastman Kodak Co	GWC	5638	826.00
P0317335	KPSS Inc	GWC	4312	823.78
P0317651	CCC Bookstore	CCC	4312	811.55
P0317744	Tri-Anim Health Services	OCC	4312	802.34
P0317220	UC Regents	OCC	5749	800.00
P0317458	Office Depot	CCC	4312	800.00
P0317561	LA Grinding	GWT	5899	800.00
P0317485	Dell Higher Education	OCC	4315	796.05
P0317666	Dell Higher Education	OCC	4312	792.44
P0317306	Govconnection Inc	DIS	4315	792.16
P0317501	Siemens Water Technologies Corp	OCC	5638	774.96
P0317342	KPSS Inc	GWC	4312	756.94
P0317138	Pyro-Comm Systems Inc	CCC	5899	750.00
P0317242	Prepress Supply Inc	OCC	4312	750.00
P0317248	Web Commerce Partners Inc	GWC	4312	750.00
P0317379	Office Depot	DIS	4312	750.00
P0317404	Lakin Tire West Inc	DIS	5510	750.00
P0317455	Office Depot	CCC	4312	750.00
P0317582	VWR International Inc	GWC	4312	750.00
P0317622	Evergreen Environmental	DIS	5510	750.00
P0317503	Siemens Water Technologies Corp	OCC	5638	740.52
P0317746	Harland Technology Services	CCC	5638	710.00
P0317708	Pacific Clippings	OCC	5899	708.00
P0317083	Bear Data Systems Inc	OCC	4315	706.88
P0317340	KPSS Inc	GWC	4312	705.48
P0317146	Comtel Pro Media	CCC	4401	700.00
P0317231	Office Depot	DIS	4312	700.00
P0317258	Siemens Water Technologies Corp	CCC	4312	700.00
P0317320	Bio-Rad Laboratories Inc	GWC	4312	700.00
P0317574	Hardy Diagnostics	GWC	4312	700.00
P0317654	Office Depot	OCC	4312	688.00
P0317748	Optical Calibration & Service	CCC	5638	675.00
P0317311	Gunther's Athletic Service	GWC	4312	673.85
P0317738	Psychological Assessment Resources Inc	CCC	4285	658.47
P0317494	Long Beach Marine Institute	OCC	5899	650.00
P0317539	Evan's Gunsmith Shooters World Inc	GWC	5684	650.00
P0317540	Prado Olympic Shooting Park	GWC	5684	650.00

P0317546	North Net Fire Training Center	GWC	5684	650.00
P0317375	Respondus Inc	OCC	5699	648.15
P0317304	Sehi Computer Products Inc	GWC	4315	643.53
P0317502	Siemens Water Technologies Corp	OCC	5638	625.43
P0317208	US Foodservice	OCC	4312	621.00
P0317518	Harland Technology Services	GWC	5638	612.00
P0317679	Sehi Computer Products Inc	DIS	4312	604.69
P0317048	Alan's Lawnmower & Garden Ctr Inc	DIS	4312	600.00
P0317050	Maehara Nursery	DIS	4312	600.00
P0317150	Women Helping Women	CCC	7601	600.00
P0317152	Working Wardrobes	CCC	7601	600.00
P0317153	Women Helping Women	CCC	7601	600.00
P0317154	Working Wardrobes	CCC	7601	600.00
P0317156	Kellogg Supply Inc	GWC	4312	600.00
P0317185	D & N Plants	GWC	4312	600.00
P0317192	John Deere Landscapes	GWC	4312	600.00
P0317281	Beach City Lift Inc	CCC	5638	600.00
P0317417	Ott, Margaret	CCC	5112	600.00
P0317481	Office Depot	GWC	4312	600.00
P0317526	Golf Ventures West	GWC	4677	600.00
P0317530	Great Western Sanitary Supply	GWC	5657	600.00
P0317549	Cal-Olympic Safety	GWC	4312	600.00
P0317590	Triarch Inc	GWC	4312	600.00
P0317739	Office Depot	DIS	4312	600.00
P0317604	Academic Innovations	DIS	5897	597.00
P0317336	KPSS Inc	GWC	4312	593.13
P0317360	Flinn Scientific Inc	CCC	4312	582.20
P0317331	Sparkletts	GWC	4312	580.00
P0317341	KPSS Inc	GWC	4312	552.98
P0317697	Allscape	OCC-GB	6124	550.00
P0317603	Academic Superstore	OCC	5699	541.45
P0317575	Steris Corp	GWC	4312	525.00
P0317504	Siemens Water Technologies Corp	OCC	5638	520.06
P0317389	Pro Photo Connection	OCC	4312	508.67
P0317065	Office Depot	GWC	4312	500.00
P0317068	OCC Food Services	OCC	4312	500.00
P0317072	Office Depot	OCC	4312	500.00
P0317079	Ewing Irrigation Products	DIS	4312	500.00
P0317091	GWC Bookstore	GWC	4312	500.00
P0317107	Grainger	GWC	4677	500.00
P0317109	Sign Tech Race Lettering	GWC	4312	500.00
P0317110	Signs Etc	GWC	4312	500.00
P0317115	Community Lock & Safe Service	GWC	4677	500.00
P0317118	Dunn Edwards	GWC	4312	500.00
P0317119	Fastenal	GWC	4677	500.00
P0317121	Ken's Locksmithery	GWC	4677	500.00
P0317126	Recording for Blind & Dyslexic	GWC	5320	500.00

Purchase Orders

P0317144	Won Door Corp	CCC	5899	500.00
P0317148	Ford Electronics Inc	CCC	4401	500.00
P0317157	Greenleigh & Wong Technical Services LLC	CCC	4401	500.00
P0317175	Pete's Road Service Inc	GWC	4312	500.00
P0317190	Fastenal	GWC	4677	500.00
P0317194	Bishop Company	GWC	4312	500.00
P0317202	MarVac Electronics	OCC	4677	500.00
P0317206	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0317250	Westcliff Medical Lab	GWC	5899	500.00
P0317257	Praxair Distribution Inc	CCC	4312	500.00
P0317259	GWC Bookstore	GWC	4312	500.00
P0317290	Office Depot	DIS	4312	500.00
P0317297	Office Depot	GWC	4312	500.00
P0317298	Office Depot	GWC	4312	500.00
P0317329	Western Scientific Co	GWC	5657	500.00
P0317333	GWC Bookstore	GWC	4312	500.00
P0317381	Office Depot	OCC	4312	500.00
P0317426	Office Depot	OCC	4312	500.00
P0317428	Office Depot	OCC	4312	500.00
P0317442	Alan's Lawnmower & Garden Ctr Inc	OCC	4312	500.00
P0317450	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0317452	Office Depot	CCC	4312	500.00
P0317469	Crown Lift Trucks	GWC	5657	500.00
P0317474	Home Depot	GWC	4312	500.00
P0317480	Office Depot	GWC	4312	500.00
P0317495	USA Mobility Wireless Inc	DIS	5682	500.00
P0317507	Lab Safety Supply	OCC	4312	500.00
P0317510	Emergency Medical Products Inc	OCC	5899	500.00
P0317513	OCC Ancillary #1000-24750-6580	CCC	5831	500.00
P0317523	GWC Bookstore	GWC	4312	500.00
P0317531	GWC Bookstore	GWC	4312	500.00
P0317570	Great Western Sanitary Supply	GWC	4312	500.00
P0317618	Office Depot	CCC	4312	500.00
P0317626	Calscience Environmental Laboratories	DIS	5653	500.00
P0317628	Test America Analytical Testing Corp	DIS	5653	500.00
P0317629	State Board of Equalization	TRANS	5749	500.00
P0317640	A-Z Bus Sales	TRANS	5657	500.00
P0317641	BJ Auto Trim	TRANS	5657	500.00
P0317643	Harbor Radiator & Air Conditio	TRANS	5657	500.00
P0317644	West Coach Services	TRANS	5657	500.00
P0317645	Tom's Truck Center	TRANS	5657	500.00
P0317682	Bell's Industrial Service	GWC	5657	500.00
P0317688	JW Pepper & Son Inc	GWC	4312	500.00
P0317741	Kawashima Photography	DIS	4321	500.00
P0317742	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0317762	Art Supply Warehouse	CCC	4312	500.00
P0317543	Great Western Sanitary Supply	GWC	4312	499.16

Purchase Orders

P0317390	Guardian Power Protection Services Inc	OCC	5657	486.89
P0317403	Guardian Power Protection Services Inc	OCC	5657	465.81
P0317551	Carolina Biological Supply	GWC	4312	450.00
P0317573	Hardy Diagnostics	GWC	4312	450.00
P0317667	ICS Service Co Inc	DIS	5899	450.00
P317021	Cintas First Aid & Safety	CCC	5899	450.00
P317022	Cintas First Aid & Safety	CCC	5899	450.00
P0317338	KPSS Inc	GWC	4312	449.57
P0317586	GWC Bookstore	GWC	4312	438.00
P0317613	Sehi Computer Products Inc	DIS	4312	433.71
P0317548	Alan's Lawnmower & Garden Ctr Inc	CCC	4312	404.94
P0317031	Office Depot	CCC	4312	400.00
P0317088	Barnes & Noble Inc	GWC	4285	400.00
P0317139	Pyro-Comm Systems Inc	CCC	5899	400.00
P0317170	Security Signal Devices	CCC	5899	400.00
P0317171	Security Signal Devices	CCC	5899	400.00
P0317172	Security Signal Devices	CCC	5899	400.00
P0317287	Estancia Athletics	OCC	5850	400.00
P0317316	GWC Bookstore	GWC	4312	400.00
P0317425	Office Depot	GWC	4312	400.00
P0317441	Pasco Scientific	OCC	5657	400.00
P0317588	GWC Bookstore	GWC	4312	400.00
P0317661	Office Depot	GWC	4312	400.00
P0317733	GWC Bookstore	GWC	4312	400.00
P0317737	Colorado Plateau Geosystems Inc	CCC	5748	400.00
P0317760	GWC Bookstore	GWC	4312	400.00
P0317357	GWC Bookstore	GWC	4312	380.00
P0317372	OCLC Inc	OCC	5110	378.70
P0317371	OCLC Inc	OCC	5110	376.20
P0317647	Ergo in Demand	GWC-GB	4312	376.12
P0317327	Marinus Scientific	GWC	4312	375.00
P0317698	Dell Higher Education	OCC	4315	371.89
P0317395	Dell Higher Education	OCC	4312	370.13
P0317683	Blick Art Materials	GWC	4312	369.75
P0317715	Certified Laboratories Division	OCC	4312	368.36
P0317691	Scantron Corp	CCC	4312	365.94
P0317592	Sehi Computer Products Inc	CCC	4312	365.64
P0317587	GWC Bookstore	GWC	4312	364.00
P0317173	Security Signal Devices	CCC	5899	360.00
P0317182	Daily Pilot	CCC	5306	360.00
P0317782	Office Depot	OCC	4312	350.00
P0317533	Dermal Products Inc	GWC	4312	349.09
P317172	Security Signal Devices	CCC	5899	340.10
P0317594	Workplace Resource	OCC	4312	332.78
P0317536	Jazz-Z Beauty Products Inc	GWC	4312	331.69
P0317511	Tiffany & Company	DIS	4312	326.25
P0317374	Konica Minolta Business Solutions USA Inc	GWC	5638	319.00

Purchase Orders

P0317699	Dell Higher Education	OCC	4312	305.39
P0317556	Weekly Reader Corp	CCC	4312	304.67
P0317040	Office Depot	CCC	4312	300.00
P0317055	Office Depot	GWC	4312	300.00
P0317155	Green Valley Growers	GWC	4312	300.00
P0317177	Sakioka Nursery	GWC	4312	300.00
P0317196	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0317292	Office Depot	GWC	4312	300.00
P0317310	Wallcur Inc	GWC	4312	300.00
P0317324	Home Depot	GWC	4312	300.00
P0317332	GWC Bookstore	GWC	4312	300.00
P0317373	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0317385	Xerox Corp	GWC	5638	300.00
P0317443	Crown Ace Hardware	OCC	4312	300.00
P0317476	Xerox Corp	CCC	6411	300.00
P0317681	Springdale Ace Hardware	GWC	4312	300.00
P0317763	Jalema Filing Systems Division	CCC	4312	300.00
P0317783	Office Depot	OCC	4312	300.00
P0317268	Fry's Electronics	CCC	4312	298.70
P0317773	Blue Sky Outfitters	OCC	4312	292.86
P0317348	GWC Bookstore	GWC	4312	288.00
P0317080	Dell Higher Education	OCC	4315	281.12
P0317465	Workplace Resource	GWC-GB	4312	280.58
P0317337	KPSS Inc	GWC	4312	276.38
P0317477	Office Depot	DIS	4312	273.47
P0317232	Shinohara USA Inc	CCC	5899	269.00
P0317359	Fisher Scientific	CCC	4312	259.08
P0317120	Ganahl Lumber Co	GWC	4677	250.00
P0317122	Sims-Orange Welding Supply Inc	GWC	4312	250.00
P0317262	Medical Arts Press	GWC	4312	250.00
P0317276	Uline	GWC	4312	250.00
P0317296	Office Depot	GWC	4312	250.00
P0317524	Professionals in Human Resources Assn	CCC	4285	250.00
P0317634	Crown Ace Hardware	TRANS	4312	250.00
P0317639	Myers Tire Supply	TRANS	4677	250.00
P0317734	Office Depot	CCC	4312	250.00
P0317611	Dell Higher Education	OCC	4315	245.27
P0317289	Magna Publications Inc	OCC	5306	245.00
P0317463	Dell Higher Education	CCC	4315	242.54
P0317401	XpresspaX Inc	OCC	4312	240.34
P0317102	Prudential Overall Supply Co	GWC	5899	240.00
P0317557	CAPED	CCC	5320	240.00
P0317346	Suck-It Up	GWC	4312	239.25
P0317402	Marianna Inc	GWC	4312	237.36
P0317140	Xerox Corp	CCC	4312	236.20
P0317714	Blue Sky Outfitters	OCC	4312	233.90
P0317191	Biopac Systems Inc	CCC	4312	225.50

Purchase Orders

P0317295	Office Depot	GWC	4312	225.00
P0317571	Fisher Scientific	GWC	4312	225.00
P0317560	Iron Mountain	OCC	5899	219.30
P0317532	Burmax Co Inc	GWC	4312	215.88
P0317740	Sehi Computer Products Inc	DIS	4312	211.59
P0317701	Sehi Computer Products Inc	OCC	4312	210.41
P0317325	Art Supply Warehouse	GWC	4312	210.00
P0317397	Marianna Inc	GWC	4312	202.45
P0317128	GWC Bookstore	GWC	4312	200.00
P0317186	GWC Bookstore	GWC	4312	200.00
P0317249	Amer Proficiency Institute	GWC	5899	200.00
P0317265	GWC Bookstore	GWC	4312	200.00
P0317266	GWC Bookstore	GWC	4312	200.00
P0317267	GWC Bookstore	GWC	4312	200.00
P0317291	Office Depot	GWC	4312	200.00
P0317323	GWC Bookstore	GWC	4312	200.00
P0317347	GWC Bookstore	GWC	4312	200.00
P0317349	Cal-Olympic Safety	GWC	4312	200.00
P0317415	Brandon, Mary	CCC	5112	200.00
P0317416	Famiano, Lee	CCC	5112	200.00
P0317421	Harding, Kimberly	CCC	5112	200.00
P0317429	Office Depot	OCC	4312	200.00
P0317436	Leonard Chaidez Tree Service	OCC-GB	6124	200.00
P0317444	Hanks Electrical Supplies Inc	OCC	4312	200.00
P0317445	McFadden-Dale Hardware	OCC	4312	200.00
P0317446	OC Farm Supply	OCC	4312	200.00
P0317550	Cal-Olympic Safety	GWC	4312	200.00
P0317585	GWC Bookstore	GWC	4312	200.00
P0317589	GWC Bookstore	GWC	4312	200.00
P0317736	Office Depot	DIS	4312	200.00
P0317777	Office Depot	OCC	4312	200.00
P0317778	Office Depot	OCC	4312	200.00
P0317779	Office Depot	OCC	4312	200.00
P0317559	Iron Mountain	OCC	5899	193.04
P0317598	Iron Mountain	OCC	5899	193.04
P0317599	Iron Mountain	OCC	5899	192.51
P0317665	Dell Higher Education	OCC	4312	189.16
P0317727	Sehi Computer Products Inc	DIS	4312	188.80
P0317713	Key Scientific Products	OCC	4312	183.58
P0317459	Office Depot	GWC	4312	180.00
P0317378	Office Depot	GWC	4315	176.13
P0317568	Carolina Biological Supply	GWC	4312	175.00
P0317555	S & S Worldwide	CCC	4312	174.82
P0317615	Dell Higher Education	GWC	4315	173.95
P0317312	Gilman Gear	GWC	4312	171.38
P0317521	Sigma-Aldrich Inc	GWC	4312	170.00
P0317394	Dell Higher Education	OCC	4312	163.06

Purchase Orders

P0317512	Sehi Computer Products Inc	DIS	4312	150.97
P0317576	Hardy Diagnostics	GWC	4312	150.00
P0317580	Fisher Scientific	GWC	4312	150.00
P0317581	Carolina Biological Supply	GWC	4312	150.00
P0317780	Office Depot	OCC	4312	150.00
P0317781	Office Depot	OCC	4312	150.00
P0317370	Information Publications	OCC	6301	149.29
P0317544	Gabel's Cosmetics Inc.	GWC	4312	145.73
P0317770	Office Depot	DIS	4312	140.94
P0317361	Flinn Scientific Inc	CCC	4312	138.80
P0317081	Apple Computer Inc	OCC	5699	130.34
P0317070	OC School Boards Assn	DIS	5320	125.00
P0317391	4CSD	OCC	5320	125.00
P0317449	Tom Black Service Center	OCC	4312	125.00
P0317745	Wilco Supply	OCC	4312	112.56
P0317479	Dell Higher Education	CCC	4315	103.19
P0317205	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0317260	Air Source Industries Inc	GWC	4312	100.00
P0317343	GWC Bookstore	GWC	4312	100.00
P0317558	Home Depot	GWC	4312	100.00
P0317564	Garden Grove Chamber Commerce	CCC	5320	100.00
P0317577	Hardy Diagnostics	GWC	4312	100.00
P0317578	Hardy Diagnostics	GWC	4312	100.00
P0317579	Fisher Scientific	GWC	4312	100.00
P0317784	Office Depot	OCC	4312	100.00
P0317189	Fisher Scientific	CCC	4312	96.01
P0317187	Wards Natural Science	CCC	4312	93.74
P0317743	Sign Concepts	OCC	4312	87.00
P0317662	Office Depot	DIS	4312	85.54
P0317439	Oceanside Photo & Telescope	OCC	4312	59.33
P0317176	James Publishing Inc	CCC	4285	58.29
P0317448	Sims-Orange Welding Supply Inc	OCC	4312	55.00
P0317358	Master Recording Supply Inc	GWC	4315	54.71
P0317707	Los Angeles Times	OCC	5306	53.60
P0317447	Mettler-Toledo Inc	OCC	5657	50.00
P0317285	General Binding Corp	DIS	4312	49.86
P0317752	Tangram	OCC	4312	42.15
P0317067	Educause	DIS	4312	40.00
P0317269	Educause	CCC	5899	40.00
P0317563	Diverse Issues in Higher Education	CCC	5306	40.00
P0317597	Educause	OCC	5699	40.00
P0317183	Coast Magazine	CCC	5306	36.00
P0317527	Community College League of Calif	GWC	4312	22.58
P0317600	Matthew Bender & Co., Inc	OCC	6301	19.58
P0317244	Hitt Marking Devices Inc	DIS	4312	17.35
P0317766	WCI	CCC	4312	16.09
P0317552	Aardvark Clay Supply	GWC	4312	5.00

Purchase Orders

P0317553	Home Depot	GWC	4312	5.00
P0317547	RingClear, LLC	CCC	5699	4.68
Total				<u>\$4,738,682.96</u>

Object Code Legend

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

Agenda Item

3.06.02 Ratification/Approval of Checks

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.06.02 Ratification/Approval of Checks



CheckApproval.pdf

Additional Administrative Content

Created on 06/22/2009 at 10:13 AM by CCDBudge. Last update on 08/12/2009 by Jodi Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT
0132869	Keenan & Associates Property & liability coverage & renewal	750,310.00
0133039	PacifiCare of California Medical Premiums	497,387.54
0132604	PacifiCare of California Medical Premiums	496,276.90
0132894	Keenan & Associates Protected Insurance Program for Schools (PIPS)	422,601.00
0132600	Coast Community College Dist. Medical Claims	334,770.52
0132238	CCC Contract Education Coastline Military Fee Reconciliation	276,858.00
0133464	Medco Health Solutions Inc Medical Prescription Claims	269,955.45
0132853	Southland Industries Campus Energy Upgrade Board Date: 3/4/09	258,024.00
0132704	ACSIG Dental / Edge Dental Claims & Admin Fees	245,699.47
0133037	Kaiser Permanente Medical Premiums	230,149.82
0132601	Kaiser Permanente Medical Premiums	229,845.02
0132547	CCCD Student Refunds Student Refunds	217,122.50
0132856	Medco Health Solutions Inc Medical Prescription Claims	181,684.19
0133036	Coast Community College Dist. Medical Claims	168,063.34
0133551	Coast Community College Dist. Medical Claims	155,750.22
0133463	Coast Community College Dist. Medical Claims	151,815.31
0132260	Constellation New Energy Inc Electricity District Wide	146,650.01
0132603	Medco Health Solutions Inc Medical Prescription Claims	144,424.97
0132213	Blackboard Inc Software license for Vista on-line learning system	137,100.00
0132996	Coast Community College Dist. Medical Claims	132,660.82
0132708	Coast Community College Dist. Medical Claims	131,500.02
0132571	OCC Associated Students ASOCC College Service Charges	130,658.05
0132855	Coast Community College Dist. Medical Claims	117,026.88
0132820	Employment Development Dept-EDD Unemployment insurance- 2nd qtr 2009	108,386.52
0133497	Newport-Mesa Unified Sch Dist Lease payment for Mesa Verde Ctr	104,619.20
0132937	Student Insurance Insurance premiums for students & athletes	102,537.00

Check Approval

0133150	Capital One Public Funding LLC	93,595.02
	Seimens Energy Conservation Project	
0133446	Marsh Risk & Insurance Svcs	90,225.94
	Marine Program Premium	
0132446	Southern Calif Edison Co	87,758.96
	Electricity District Wide	
0132241	CCCD Student Refunds	87,064.50
	Student Refunds	
0132982	Student Insurance	86,792.00
	Insurance premiums for students & athletes	
0132813	Reliastar Life Insurance Co	85,725.61
	Life Insurance Premiums	
0132811	Reliastar Life Insurance Co	80,585.44
	Reinsurance Premiums	
0133517	Southern Calif Edison Co	64,042.96
	Electricity District Wide	
0132890	WestEd	53,753.09
	Services for SB70 Evaluation Grant	
0133472	Constellation New Energy Inc	52,497.83
	Electricity District Wide	
0133021	Official Payments Corp	51,310.87
	Credit card processing fees	
0132874	Marsh Risk & Insurance Svcs	44,773.84
	Ancillary insurance premiums	
0133136	The Irvine Co/CBC III-V	43,458.52
	Lease payments for One-Stop Center, Irvine	
0132421	ROI Networks Inc	42,289.36
	Service and support for GWC telephone system upgrade	
0132812	Reliastar Life Insurance Co	41,077.72
	Long Term Disability Premiums	
0133458	Southern Calif Edison Co	41,069.19
	Electricity District Wide	
0133434	Avalon Center at Garden Grove	40,934.00
	Lease payment for One-Stop Center, Westminster	
0132542	Burke, Williams & Sorensen, LLP	38,926.92
	District General Counsel Legal Services	
0133030	Special Pay Retirement Plan	37,999.43
	Vacation payoff contributions	
0132936	Special Pay Retirement Plan	34,744.91
	Vacation payoff contributions	
0132987	Unisource Worldwide Inc	34,435.65
	Campus Custodial Paper Supplies	
0132898	Burke, Williams & Sorensen, LLP	33,858.50
	District General Counsel Legal Services	
0132727	CCCD Student Refunds	31,013.70
	Student refunds	
0133065	Atkinson, Andelson, Loya, Ruud & Romo	30,163.97
	Invoices for legal services	
0132715	Vision Service Plan	29,420.90
	Premiums for VSP Claims	
0133486	Memorial Prompt Care Medical Group	29,369.50
	FY 09-10 Student Health Services	
0132381	Official Payments Corp	27,919.91
	Credit card processing fees	

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0133151	Northcott Painting Company	27,825.00
	Campus Bldgs Maintenance Exterior Painting	
0133198	Delta Health Systems	25,606.50
	Administrative Fees	
0132316	Harry & Grace Steele Chld Ctr	24,408.00
0133101	James Jackson Productions Inc	24,000.00
0132641	Harry & Grace Steele Chld Ctr	21,208.00
0132248	CI Solutions	20,424.84
0132726	CCC Sac	20,267.50
0132854	Taylor & Associates	20,026.88
0132900	CCCD Student Refunds	19,523.78
0132866	Constellation New Energy Inc	18,714.83
0132332	Iron Speed Inc	18,125.00
0132585	Sun Environmental Engineering Services, Inc	17,500.00
0132308	GWC Bookstore	16,903.04
0133074	CCCD Student Refunds	16,725.47
0133166	Blue Cross	16,446.96
0133034	Xerox Corp	16,289.61
0132276	DNC P&R at Asilomar	16,013.00
0133072	Carter Brothers LLC	15,710.00
0132729	City of Huntington Beach	15,669.76
0132873	Marsh Risk & Insurance Svcs	15,492.00
0132793	Xerox Corp	15,389.34
0133524	United States Postal Service	15,000.00
0132186	Amcom Software	14,676.00
0133550	United Paving Co	14,134.00
0133462	Alliant Insurance Services Inc	13,750.00
0133504	Oracle Corp	13,441.00
0132204	Atkinson, Andelson, Loya, Ruud & Romo	13,075.87
0132701	B & P Services Inc	13,000.00
0133004	CareerAmerica LLC	12,750.00
0132584	Study in the USA Inc	11,950.00
0132625	Certified Transportation Serv	11,877.46
0133545	AEPC Group LLC	11,873.75
0133112	OC Auditor-Controller	11,450.50
0132567	Mesa Consolidated Water Dist	10,512.25
0133449	OCCR Accounting-Comm Investment Div	10,462.90
0132546	CCC Contract Education	10,000.00
0132761	Pacific Lift & Equipment Co Inc	9,000.00
0133437	Community College League of Calif	9,000.00
0132776	SIGMAnet Inc	8,989.52
0132424	RR Donnelley	8,982.96
0133131	Special Pay Retirement Plan	8,931.39
0132809	First Colony Life Insurance Co	8,695.64
0132702	Cluck Air Conditioning Inc	8,446.00
0133506	Pacific Light Productions Inc	8,000.00
0132940	Union Bank of California	7,901.38
0132226	Calif Tool Welding Supply	7,740.53
0133032	ThreeForks Inc	7,500.00
0133108	Mesa Consolidated Water Dist	7,401.25
0132851	Managing Business Solution Inc	7,245.00
0132482	Walters Wholesale Electric Co	6,999.95
0133097	GWC RHORC Trust	6,957.23
0132780	Southern Calif Edison Co	6,801.86
0132760	Pacific Blue Micro	6,713.24

Check Approval

0132968	Leonard Chaidez Tree Service	6,600.00
0133144	Xerox Corp	6,541.32
0132557	GWC Associated Students	6,513.50
0132852	MTGL	6,308.70
0132602	Kaiser Permanente	6,164.16
0132263	Kathy Craven	6,000.00
0132582	Southern Counties Oil Co	5,823.27
0133519	Thyssenkrupp Elevator	5,805.00
0132966	Gale Group	5,789.19
0132243	CDWG	5,720.26
0133138	Townsend Public Affairs Inc	5,720.00
0132400	Port Mesa Happy Child Preschool	5,602.00
0132491	Western Farm Service	5,509.90
0132485	Wavegroup Sound	5,495.00
0133008	CR & R	5,459.32
0132473	Union Bank of California	5,451.57
0132703	Taylor & Associates	5,209.33
0132480	Vital Link Orange County	5,194.20
0133001	Business Properties	5,192.68
0133130	Southern Calif Edison Co	5,144.59
0133023	Point & Click Solutions	5,100.00
0132525	Taylor & Associates	5,083.12
0132685	Xerox Corp	5,007.08
0132650	Linden Lab	4,940.00
0132830	Southern Calif Edison Co	4,932.43
0133319	Cecelia Morris	4,834.00
0133547	Northcott Painting Company	4,820.00
0132437	Sign Concepts	4,809.21
0132448	Spicers Paper Inc	4,767.16
0132872	Marsh Risk & Insurance Svcs	4,750.00
0132835	Xerox Corp	4,584.56
0132595	Xerox Corp	4,560.91
0132638	GWC Food Services	4,512.00
0132253	Coastal Press Inc	4,191.23
0132663	Physician Sales & Service	4,135.01
0132296	Nancy Gardner	4,132.34
0132836	Xpedx Paper & Graphics	3,978.76
0132706	Care Resources Inc	3,956.00
0133064	AT&T	3,941.86
0132498	Workplace Resource	3,919.10
0133038	Kaiser Permanente	3,852.60
0132281	John Erickson	3,800.00
0132469	Time Warner Cable	3,694.00
0132716	Vision Service Plan	3,646.35
0132380	Office Depot	3,631.27
0132730	Cox Media	3,594.40
0132486	Waxie Sanitary Supply	3,585.29
0133133	Steris Corp	3,571.18
0132992	Xerox Corp	3,505.43
0132410	Tracey Quach	3,500.00
0132972	OCE'	3,386.04
0132349	Lopour, Kenneth	3,356.34
0133073	CCC Contract Education	3,352.78
0132644	Thomas Hersh	3,338.16

Check Approval

0132590	Walters Wholesale Electric Co	3,337.68
0133400	Janet Tolson	3,323.40
0132580	Salazar Climate Consulting	3,250.00
0132256	Coker, Paula	3,212.88
0132879	Systems Technology Associates Inc	3,202.96
0132280	Drew & Associates	3,200.00
0132672	The Gas Company	3,194.47
0132984	The Gas Company	3,180.12
0133066	B & P Services Inc	3,116.83
0132666	Richard Rauseo	3,072.00
0132593	Waxie Sanitary Supply	3,035.90
0133459	Strata Information Group	3,015.44
0132655	Neo Networking Inc	3,000.00
0133080	Community College League of Calif	3,000.00
0133496	Neo Networking Inc	3,000.00
0132240	CCCD Revolving Cash Fund	2,959.45
0133518	Yong Tang	2,950.00
0132212	BJ Bindery Inc	2,943.86
0132905	Steven Hogue	2,939.34
0132834	Verizon California	2,936.55
0132781	Southern Counties Oil Co	2,877.45
0132993	Yosemite Water	2,784.62
0133391	Megan Stumpf	2,772.40
0132932	Slater Ave II Limited Partnership	2,766.19
0133516	Slater Ave II Limited Partnership	2,766.19
0132759	OCC Foundation	2,725.42
0133522	Union Bank of California	2,679.27
0133473	CR & R	2,668.98
0132914	NASFAA	2,599.00
0132649	Knorr Systems Inc	2,516.13
0133444	Liebert Cassidy Whitmore	2,500.00
0133492	Cyndee Montgomery	2,500.00
0132889	Verizon Wireless	2,483.48
0133470	CI Solutions	2,395.00
0133129	Sigma-Aldrich Inc	2,390.65
0132203	AT&T	2,376.37
0132570	OCC Ancillary 1000-247500-5120	2,343.00
0132667	Rhino Electric Supply	2,287.53
0132791	Verizon Wireless	2,241.41
0133190	Cronk, Robert	2,240.00
0132237	CCC Bookstore	2,226.68
0132275	Diversified Business Services	2,178.66
0133132	State Board of Equalization	2,152.00
0133453	Pitney Bowes Credit Corp	2,145.00
0132628	Declues, Burkett & Thompson, LLP	2,132.14
0132959	AT&T	2,117.39
0132459	Tech Depot	2,115.01
0132322	Heartwipe	2,100.00
0132951	Xerox Corp	2,091.73
0132985	The Gas Company	2,070.51
0132934	SMH Colocation	2,064.00
0132867	Hasler Financial Services LLC	2,059.04
0132624	Cerritos Franchise Inc	2,000.00
0132583	Spicers Paper Inc	1,993.36
0132402	Power Plus Utility Services	1,970.98

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0132366	Joy Myers	1,938.48
0132550	Dell Higher Education	1,893.17
0132501	Xerox Corp	1,877.48
0132772	Rhino Electric Supply	1,858.44
0132554	Follett Higher Education Group Inc #1094	1,829.98
0133081	Computerized Assess & Placement Progs/CAPP A	1,800.00
0132371	Nextel Communications	1,779.38
0133044	Amer Culinary Federation, Inc	1,745.10
0133521	Union Bank of California	1,742.75
0132875	Mobile Modular Management Corp	1,738.91
0133490	Mobile Modular Management Corp	1,738.91
0132560	Haselrig Jr, Bernard R	1,738.50
0133028	David Rodriguez	1,673.93
0133388	Roy Stephens	1,638.80
0132714	Unum Ltc	1,633.50
0132569	Minuteman Plumbing	1,627.00
0132652	Memorial Prompt Care Medical Group	1,597.50
0133528	Vietnamese Community of OC	1,539.00
0133508	Glen Profeta	1,530.80
0133548	Square-Flex Inc	1,530.00
0132562	Hoover Printing & Lithography Inc	1,525.77
0132637	GWC Child Care Center	1,518.00
0132440	Smarthome	1,517.46
0132903	Dept of Justice	1,516.00
0132744	Image Printing Solutions	1,500.75
0132258	Naomi Collins	1,500.00
0132588	TechRoom Inc	1,500.00
0132635	GWC Associated Students	1,494.39
0132707	Celtic Special Health Prod Div	1,489.95
0132876	New Readers Press	1,482.25
0132741	Home Depot	1,479.77
0132913	NAFSA/Assn of Int'l Educators	1,440.00
0132449	Caroline Spoja	1,437.04
0132870	Key Equipment Finance	1,426.03
0132211	Best Buy Inc	1,425.60
0133474	Dell Higher Education	1,421.01
0132733	Dr McNatty & Assoc	1,400.00
0132931	Sherman Sound Suite	1,400.00
0132231	Carney, Elaine	1,359.44
0132924	Professional Plumbing Inc	1,353.45
0132709	Holt, Jennifer	1,325.06
0132413	Refrigeration Supplies Distrib	1,320.60
0132657	Newport-Mesa Unified Sch Dist	1,308.27
0132553	Fisher Scientific	1,295.72
0132963	Calif Dept of Health Services	1,290.00
0132561	Home Depot	1,279.00
0132528	Alco Target Co	1,276.00
0132292	Ganahl Lumber Co	1,271.62
0133114	OCC Sailing Center	1,260.00
0132731	Crestline Co Inc	1,252.10
0132751	Landauer Inc	1,248.18
0132651	Marina Landscape Inc	1,247.00
0132674	US Bank	1,243.24
0133022	Pharmedix	1,212.16
0132964	City of La Habra Heights	1,208.00

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0132789	US Foodservice	1,203.32
0133005	Certified Transportation Serv	1,203.00
0132573	Prado Olympic Shooting Park	1,200.00
0132892	Dept of Social Services	1,200.00
0133546	DSAN Corp	1,174.85
0132289	France Casting	1,126.00
0133469	Caston Office Solutions	1,123.70
0132246	Chem Pro Laboratory Inc	1,120.00
0133085	Dell Higher Education	1,102.64
0132646	Syed Hussain	1,100.00
0132725	Henrietta Carter	1,100.00
0133078	CI Solutions	1,100.00
0132427	William Saichek	1,099.64
0133135	SunGard Higher Education Inc	1,080.00
0132439	Smardan Supply Co- Orange Coast	1,076.05
0132233	Carolina Biological Supply	1,074.45
0132633	Mark Goode	1,071.74
0132857	Medco Health Solutions Inc	1,056.09
0132334	Darryl Isaac	1,037.25
0133084	Customguide Inc	1,025.00
0132315	Harrison Catchpole Associates	1,000.00
0132425	Sabrina Ruminer	1,000.00
0133003	CalADE	1,000.00
0133082	Corona Del Mar Touchdown Club	1,000.00
0133525	United States Postal Service	1,000.00
0132587	T-Mobile	998.56
0132527	CCCD Workers Comp Trust Fund	981.93
0133115	Office Depot	974.47
0132787	Toshiba Business Solutions	968.57
0132463	Theodore Robins Ford	964.92
0132935	Southern Calif Edison Co	954.77
0132748	Randy Key	938.05
0133549	Taylor & Associates	930.03
0132717	Vision Service Plan	922.30
0133102	JFTB/MWR	920.55
0132645	Home Depot	912.45
0132977	Reliable Elevator of OC	907.20
0132529	American Warehouse	900.00
0133119	Postmaster	900.00
0132896	Aguinaga Green Inc	891.76
0132174	A Child's View Preschool	891.36
0132762	Martha Parham	879.80
0132326	Home Depot	873.82
0132399	Pool Supply of Orange Co Inc	848.75
0132556	Graybar Electric	843.90
0133054	AT&T	842.46
0133465	Darian Aistrich	833.02
0133439	Eastman Kodak Co	826.00
0132627	Consolidated Electrical Dist	819.42
0132274	Disney, Betty	810.00
0133077	Certified Transportation Serv	802.00
0132653	Shana Menaker	800.00
0132756	Shana Menaker	800.00
0133071	Calif Workforce Assn	800.00
0132974	Maria Onofre	798.80

Check Approval

0132548	CDWG	798.00
0132589	The Gas Company	792.39
0132298	Jill Golden	792.00
0132377	OCC Ancillary #1000-24750-6580	790.48
0132808	Times Community News %Los Angeles Times	787.50
0132765	Port Mesa Happy Child Preschool	780.00
0132779	South Coast Fire Protection Co	775.00
0133089	Executive Visions Inc	775.00
0133090	Executive Visions Inc	775.00
0133280	Karen Klammer	771.20
0132382	Maria Onofre	762.48
0132261	Cowie, Heather	762.47
0133450	OCLC Inc	754.90
0132683	Vernon Williams	750.00
0132558	GWC Food Services	747.06
0132175	Aberdeen Captioning Inc	740.00
0132754	Lopour, Kenneth	738.69
0132764	Randal Pile	724.20
0132785	Tomark Sports	715.71
0132909	Iron Mountain	707.84
0132210	Bee Busters Inc	700.00
0132283	Farzane Farazdaghi	700.00
0132783	Millie Sweesy-Barger	700.00
0133493	Erich Moreno	700.00
0133511	Rhino Electric Supply	695.09
0132864	CI Business Equipment Inc	695.00
0132262	Cowie, Heather	689.86
0132916	Nia, Cyrus	683.85
0132643	HB Union High School District	683.30
0132770	Refrigeration Supplies Distrib	682.48
0133480	Home Depot	681.17
0133502	Ocean View School District	680.41
0133489	Minitex	679.00
0132279	Dr Sam Valiani	677.50
0132291	Fry's Electronics	669.83
0132671	Southern Counties Oil Co	669.66
0132677	Verizon Wireless	668.17
0133452	Orange Coast Auto Repair	664.16
0133105	Lexington Technology	655.80
0132880	The Gas Company	639.93
0133481	Hoover Printing & Lithography Inc	630.75
0132615	Bet Tzedek Legal Services	630.00
0132893	DSAN Corp	606.00
0132522	Alvaro Cyrino	600.00
0133109	Melissa Moser	600.00
0132530	Aqua-Clear Water Treatment Specialists Inc	595.00
0132616	Boys and Girls Club of Huntington Valley	594.00
0132606	AMC Inc DBA Star Real Estate	592.50
0132375	OC Fire Protection	586.34
0132967	Key Equipment Finance	578.55
0133313	Diane Mefford	578.40
0133478	Gale Group	574.42
0132749	Knorr Systems Inc	563.17
0132769	Red-E-Rentals	555.50
0132810	Orange Coast Memorial	552.00

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0132385	Pacific Video Products Inc	550.00
0132636	GWC Bookstore Ancillary	549.60
0132961	Baker & Taylor	548.95
0132788	Union 76	547.95
0132249	Cintas First Aid & Safety	541.32
0132828	Port Mesa Happy Child Preschool	540.00
0132549	City of Westminster	535.81
0132523	NSW/Airelink Mech Equip LLC	533.14
0133507	Port Supply	532.41
0132919	Office Depot	511.58
0132617	Boys and Girls Club of Huntington Valley	509.00
0132878	Southern Calif Edison Co	508.90
0133515	Siemens Water Technologies Corp	508.20
0132464	Thompson Publ Group	507.50
0132817	AT&T Mobility	506.73
0133431	ACOM Solutions	505.69
0132736	Fry's Electronics	505.58
0133086	DirectTV	503.88
0132675	Dr Sam Valiani	502.50
0132773	Malinni Roeun	500.78
0132287	Foundation/Calif Comm Colleges	500.00
0132945	Western Exterminator Co	500.00
0132991	Westcliff Medical Lab	500.00
0133016	Neo Networking Inc	500.00
0133126	Recording for Blind & Dyslexic	500.00
0133523	United Parcel Service	500.00
0132479	Verizon Wireless	496.29
0132572	Office Depot	493.80
0133461	Xerox Corp	490.89
0132378	OCC Food Services	490.67
0132814	Alan's Lawnmower & Garden Ctr Inc	487.20
0133441	Guardian Power Protection Services Inc	486.89
0132321	HB Magazine	480.00
0132680	Verizon Wireless	478.69
0132563	Kelly Equipment	462.58
0132786	Barbaraleigh Tonelli	461.40
0133482	Hub Auto Supply	460.47
0133225	First Health	457.60
0133111	Nextel Communications	456.90
0133503	Office Depot	451.01
0132225	Cal-Wal Gypsum Supply	450.11
0132411	Robert Raymond	450.00
0132871	Marsh Risk & Insurance Svcs	449.54
0132669	Sena Auto	440.38
0133471	Coast Community College Dist.	440.10
0132436	Shred Confidential Inc	425.25
0133069	Bob's Shade & Linoleum	425.00
0133075	CCCEOPSA	425.00
0133076	CCCEOPSA	425.00
0132536	AT&T Mobility	423.67
0133505	Orange Coast Auto Repair	419.34
0132676	Verizon Wireless	415.52
0133468	Treisa Cassens	414.98
0133055	AT&T	414.75
0132608	Arismendi-Pardi, Dr Eduardo	414.60

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0133088	Estancia Athletics	400.00
0132539	BJ Bindery Inc	391.50
0132403	Powertron Battery Co	390.85
0133305	George Maine	385.60
0133420	Judith Wolfe	385.60
0133499	Melinda Nish	381.78
0133141	Vietnamese Translation Services	380.10
0132605	Accurate Termite & Pest Control	379.00
0132247	Chevron USA Inc	378.60
0133512	Jessica Roseth	376.17
0132868	Kawashima Photography	375.19
0132358	Karen McGaughey	375.00
0132610	ASTC Polymers, Inc	371.75
0132183	Alan's Lawnmower & Garden Ctr Inc	364.58
0132816	AT&T	364.52
0132722	Business Office Solutions	364.20
0132881	Theodore Robins Ford	363.16
0133527	Verizon Wireless	363.13
0132737	Galls Inc	362.56
0133062	AT&T	358.25
0132618	Burke Engineering	357.25
0132180	Aguirre, Ruby A	357.00
0133479	Ashley Graves	355.00
0132827	Mesa Consolidated Water Dist	352.00
0133460	Verizon California	351.72
0132720	ALD Security Innovations	350.00
0132927	Recording for Blind & Dyslexic	350.00
0133041	Academic Senate	350.00
0132209	Beach City Lift Inc	349.88
0133068	Blue Sky Outfitters	346.34
0132832	Thomson West	342.50
0132609	Art Supply Warehouse	341.52
0132232	Carney, Elaine	339.86
0132976	Pyro-Comm Systems Inc	335.00
0132426	William Saichek	333.94
0133510	Rancho Vista Landscape Inc	330.00
0132983	The Gas Company	329.32
0132452	Marsha Stead	328.66
0132673	Tustin Unified School District	327.16
0132218	Bui, Julie O	315.00
0132392	Pearce, Monica L.	315.00
0132622	Caston Office Solutions	314.99
0133454	Pool Supply of Orange Co Inc	314.18
0132723	Business Office Solutions	313.85
0133483	Damien Jordan	310.85
0132939	The Shredders	308.00
0132205	B & P Services Inc	307.09
0132574	Prince Enterprises Inc	301.71
0132758	Irene Naesse	300.58
0133042	Aircraft Spruce & Specialty Co	300.33
0132415	Christine Reinemann	300.11
0132257	Bruce Collings	300.00
0132771	Diane Restelli	300.00
0132862	CCCCIO	300.00
0133134	Storage Place	300.00

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0133140	Verizon California	298.54
0133128	Shred Confidential Inc	295.31
0133116	Orange Coast Auto Repair	294.16
0132311	Hananouchi, Jennifer L	294.00
0133079	Coast Community College District	292.18
0132412	Cynthia Reber-Bonhall	291.44
0133152	Patricia Adams	289.20
0133153	Jack Anderson	289.20
0133154	Robert Angus	289.20
0133155	David Anthony	289.20
0133156	Dean Anthony	289.20
0133157	Joann Anthony	289.20
0133158	Mary Arnerich	289.20
0133159	Juliet Atkins	289.20
0133160	Stephen Axelrad	289.20
0133161	James Baugh	289.20
0133162	Jane Bennett	289.20
0133163	Gail Berggren	289.20
0133164	Ronald Berggren	289.20
0133165	Phillip Bernard	289.20
0133167	Dean Bosse	289.20
0133168	Mary Bosse	289.20
0133170	Kristina Bruning	289.20
0133171	John Buckley	289.20
0133172	Theresa Buckley	289.20
0133173	Richard Budna	289.20
0133174	Susan Budna	289.20
0133175	Dennis Butler	289.20
0133176	Geraldine Cahill-Pickart	289.20
0133177	Jay Callaway	289.20
0133178	Patricia Callaway	289.20
0133179	Darline Calvert	289.20
0133180	Elvin Campbell	289.20
0133181	Kenneth Carter	289.20
0133182	Minette Carter	289.20
0133183	Bruce Cary	289.20
0133185	Ellen Church	289.20
0133186	James Church	289.20
0133187	Mona Coates	289.20
0133188	Susan Coleman	289.20
0133189	Phyllis Cool	289.20
0133191	Gordon Dahnke	289.20
0133192	Lois Dalla Riva	289.20
0133193	Roger Davis	289.20
0133195	Karen Decker	289.20
0133196	Sanford Decker	289.20
0133197	Dale Deffner	289.20
0133199	Carolyn Dennison	289.20
0133200	Bob Denton	289.20
0133201	Susanna Denton	289.20
0133202	Judith Devries	289.20
0133203	Barbara Dilworth	289.20
0133204	Sandra Dollente	289.20
0133205	Paul Donaldson	289.20
0133206	Sharon Donoff	289.20

Check Approval

0133207	Barrie Dorfman	289.20
0133208	Marilyn Dorfman	289.20
0133209	Suzanne Droney	289.20
0133210	Joan Duffy	289.20
0133211	Cynthia Dye	289.20
0133212	Stephen Dye	289.20
0133213	Judith Eastman	289.20
0133214	Stuart Eastman	289.20
0133215	Arlene Eckstein	289.20
0133216	Fred Eckstein	289.20
0133217	Ann Egan	289.20
0133218	Robert Egan	289.20
0133219	Nancy English	289.20
0133221	Donna Falke	289.20
0133222	Robert Ferman	289.20
0133223	John Ferzacca	289.20
0133224	James Finnegan	289.20
0133226	Gordon Fitzel	289.20
0133227	Thomas Folga	289.20
0133228	Edward Fratantaro	289.20
0133229	Donald Friedman	289.20
0133230	Joel Fruehan	289.20
0133231	Charles Funsch	289.20
0133232	Sandra Funsch	289.20
0133233	Carol Garner	289.20
0133234	Lance Gilbertson	289.20
0133235	Nancy Gilbertson	289.20
0133236	Arne Gjertsen	289.20
0133237	Karen Gjertsen	289.20
0133238	Guy Glassford	289.20
0133239	Maureen Goldman	289.20
0133240	Michael Goldman	289.20
0133241	David Goshert	289.20
0133243	David Gray	289.20
0133244	Patricia Griggs	289.20
0133245	Frances Grigsby	289.20
0133246	Donald Grow	289.20
0133247	Carol Guzzetti	289.20
0133248	Elizabeth Hadjis	289.20
0133249	John Hadjis	289.20
0133250	Kathleen Hancock	289.20
0133251	Robert Hancock	289.20
0133252	Ann Harmer	289.20
0133253	Claudine Hastings	289.20
0133254	James Hastings	289.20
0133255	Stephanie Hayward	289.20
0133256	Julie Hearlson	289.20
0133257	Linda Hehn	289.20
0133258	Lynn Hermstad	289.20
0133259	Tom Hermstad	289.20
0133260	Jane Hilgendorf	289.20
0133261	Truyen Ho	289.20
0133262	Lou Hobbs	289.20
0133263	Denise Hogate	289.20
0133264	Arthur Hokanson	289.20

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0133265	Judy Hokanson	289.20
0133266	Carol Holben	289.20
0133267	Beth Hooper	289.20
0133268	Sylvia Impert	289.20
0133269	Hedy Ito	289.20
0133270	Marji James	289.20
0133271	Francis Jessoe	289.20
0133272	David Johns	289.20
0133273	Robert Johnson	289.20
0133274	Angelina Jones	289.20
0133275	Babette Kelly	289.20
0133276	James Kelly	289.20
0133277	Joyce Kimball	289.20
0133278	Robert Kimball	289.20
0133279	Gloria Kinnevey	289.20
0133283	Ruth Kramer	289.20
0133284	Edward Lambing	289.20
0133285	Nancy Lambing	289.20
0133286	Margaret Langhans	289.20
0133287	Lawrence Le Brane	289.20
0133288	June Leloup	289.20
0133290	Ralph Lewis	289.20
0133293	Yvonne Little	289.20
0133294	James Long	289.20
0133295	Suzanne Long	289.20
0133296	Nettie Ann Loranger	289.20
0133297	Sally Lund	289.20
0133298	Charles Lussy	289.20
0133299	Mary Lussy	289.20
0133301	Sandra Lutz	289.20
0133302	Patricia Mac Kenzie	289.20
0133303	Lorna Mack	289.20
0133304	Neil Mackenzie	289.20
0133306	Dick Marsh	289.20
0133307	Tara Maull	289.20
0133309	James Mazur	289.20
0133311	Maryann Mc Manus	289.20
0133312	Richard McCollom	289.20
0133314	Jane Megorden	289.20
0133315	Phillip Miller	289.20
0133316	Charles Mitchell	289.20
0133317	Francisco Montero	289.20
0133318	Isabel Montero	289.20
0133320	Elaine Mullen-Barrett	289.20
0133321	Rolland Murray	289.20
0133322	Sharon Murray	289.20
0133323	Julie Myers	289.20
0133324	Mary Nash	289.20
0133325	Judith Neal	289.20
0133326	Charlanne Nee	289.20
0133327	Paul Nee	289.20
0133328	Barbara Newbern	289.20
0133329	Harold Newbern	289.20
0133330	Martin Newitz	289.20
0133331	Polly Norwood	289.20

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0133332	Donna O'Neal	289.20
0133333	Michael Olds	289.20
0133334	Connie Olson	289.20
0133335	Judith Olson	289.20
0133336	Donald Onishi	289.20
0133337	Michael Ortell	289.20
0133338	Kenneth Ortiz	289.20
0133339	Harriet Ouellette	289.20
0133340	John Outwater	289.20
0133341	Alan Paladino	289.20
0133342	John Parker	289.20
0133343	Lucille Pascoe	289.20
0133344	Tony Pascoe	289.20
0133345	Willard Patterson	289.20
0133346	Jill Pearson	289.20
0133347	Jack Peconic	289.20
0133348	Beth Peer	289.20
0133349	William Peer	289.20
0133350	Gail Pickart	289.20
0133351	Terrance Pietenpol	289.20
0133352	Chester Platt	289.20
0133353	Frances Power	289.20
0133354	Richard Power	289.20
0133355	Marino Presutti	289.20
0133358	Leslie Purdy	289.20
0133359	Johannes Rasmussen	289.20
0133360	Sharon Ratliffe	289.20
0133361	George Reese	289.20
0133362	Guenter Rehm	289.20
0133363	Paula Rice	289.20
0133364	Robert Ricewasser	289.20
0133366	Philip Riddick	289.20
0133367	Edith Rietstra	289.20
0133368	Carl Roberson	289.20
0133371	Joel Rosenfeld	289.20
0133372	Barbara Ross	289.20
0133373	Ronald Ross	289.20
0133374	Willard Roundy	289.20
0133375	Donald Rueter	289.20
0133376	Armando Ruiz	289.20
0133377	Susan Ryder	289.20
0133378	Robert Sands	289.20
0133379	Patricia Scarfone	289.20
0133380	John Schaefer	289.20
0133381	Karen Shanley	289.20
0133382	Michael Shanley	289.20
0133383	Katherine Simon	289.20
0133384	Richard Simon	289.20
0133385	Charles Smith	289.20
0133386	Douglas Smith	289.20
0133387	Sandra Smith	289.20
0133389	Carol Stevens	289.20
0133390	Mark Stevens	289.20
0133392	Sandra Sukhov	289.20
0133393	Vladimir Sukhov	289.20

Check Approval

0133394	Marcia Swanson	289.20
0133395	Thomas Swanson	289.20
0133396	H Taussig	289.20
0133397	Dagny Tennyson	289.20
0133398	Jane Threadgold	289.20
0133399	Thomas Timmons	289.20
0133401	Peter Vander Haeghen	289.20
0133402	Barry Wallace	289.20
0133403	Jolene Wallace	289.20
0133405	Kathleen Waterman	289.20
0133406	Norman Waterman	289.20
0133407	Judith Webb	289.20
0133408	Evelyn Weiss	289.20
0133409	Deven Werthman	289.20
0133410	Donna Westerman	289.20
0133411	Lynn Whitmore	289.20
0133412	Ilse Wilke	289.20
0133413	W.L.A. Wilke	289.20
0133414	Donna Williams	289.20
0133415	Lawrence Williams	289.20
0133416	Norma Willis	289.20
0133417	Darlene Windisch	289.20
0133418	Stanley Winter	289.20
0133419	Joyce Wofford	289.20
0133421	Sharon Wolfe	289.20
0133422	Wayne Wolfe	289.20
0133423	Eimei Wong	289.20
0133424	Eugene Wood	289.20
0133425	William Workman	289.20
0133426	Betty Yang	289.20
0133427	Ronald Yates	289.20
0133428	Kathleen Yoder	289.20
0133429	Robert Yoder	289.20
0133184	Kevin Chard	289.00
0132206	Bailey, Michael	287.71
0132897	Amtech Elevator Services	287.50
0132997	Aircraft Spruce & Specialty Co	285.46
0132365	Joy Myers	285.00
0132613	Diane Balding	285.00
0132768	Jennifer Rafferty	285.00
0132746	Johnstone Supply	284.26
0132337	Jago, Abigail J	283.50
0132829	Safety 1st Pest Control Inc	283.50
0132526	CCCD Workers Comp Trust Fund	281.56
0132564	Konica Minolta Business Solutions USA Inc	280.30
0132428	Lloyd Saposnek	278.45
0132960	B & B Services	276.00
0132790	Verizon Wireless	274.78
0133049	AT&T	274.44
0132219	Burgin, Katherine M	273.00
0132494	Wilson, Elisa K.	273.00
0132713	Newport Urgent Care	273.00
0133061	AT&T	272.71
0132450	Springdale Ace Hardware	270.85
0132656	Newport Exterminating	269.50

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0133118	PL Hawn Company Inc	268.42
0132973	Office Depot	266.76
0132288	Fountain Valley Chamber of Commerce	265.00
0132611	AT&T	262.18
0133059	AT&T	262.18
0132679	Verizon Wireless	262.10
0132445	South Coast Fire Protection Co	260.00
0132631	Fry's Electronics	253.84
0132191	Arreola, Leslie P	252.00
0132324	Hock, Eva-Maria	252.00
0132346	Cheri Lawell	252.00
0132390	Parr, Matthew J.	252.00
0132484	Watkins, Lindsay A.	252.00
0132818	Business Machines Consultants Inc	250.00
0132891	Ben Choate	250.00
0133110	MT Walker Co	250.00
0133513	Safety 1st Pest Control Inc	250.00
0132621	Carroll Promotions Inc	247.87
0132200	AT&T	247.10
0133106	Magna Publications Inc	245.00
0133475	Dept of Industrial Relations	245.00
0133000	Battery Systems	244.56
0133060	AT&T	241.17
0132386	Pak West Paper and Packaging	232.80
0132980	Security Signal Devices	229.60
0132721	B & P Services Inc	228.38
0132626	Comtel Pro Media	225.46
0132250	City Of Newport Beach	224.17
0132462	The Shredders	224.00
0132831	The Shredders	224.00
0132710	Huntington Beach Hosp	221.37
0132304	Gunn-Daniels, Julie K	220.50
0132752	Larry's Building Materials	220.28
0132865	Community College League of Calif	220.00
0133495	Mutual Liquid Gas & Equipment	219.76
0132193	Art Supply Warehouse	218.86
0132740	Marcela Hernandez	216.00
0132923	Porth, James	215.87
0132623	CCC Bookstore	213.45
0132634	Govconnection Inc	211.47
0132184	Albizures, Celina E	210.00
0132194	Assayed, Zaynah	210.00
0132235	Catron, Laura	210.00
0132300	Greenly, Stephanie	210.00
0133015	Mesa Golf Carts	206.57
0132224	Byrne, Marilyn Dow	206.37
0132619	Business Office Solutions	205.00
0132711	Memorial Prompt Care Medical Group	204.00
0132223	Byrne, Marilyn Dow	203.43
0133520	Toshiba Business Solutions	203.20
0133024	ProQuest LLC	199.53
0132340	Kieu, Cathy K	199.50
0132467	Tillehkooh, Joanne	199.50
0132607	Lydia Arbizo	199.46
0132821	FV Self Storage & RV Center	199.00

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0133477	FV Self Storage & RV Center	199.00
0133099	Home Depot	197.99
0132639	Pauline Hagino	196.38
0132978	Safety & Fire Equipment Co Inc	195.00
0133045	Amer Proficiency Institute	195.00
0132705	CA Emergency Phys Orange Coast	194.00
0132433	Security Signal Devices	193.18
0133169	Susan Brown	192.80
0133194	Edward Decker	192.80
0133220	Diane Ewing	192.80
0133242	Carol Grams	192.80
0133281	Donald Kocher	192.80
0133282	Judy Kocher	192.80
0133289	Martin Lewis	192.80
0133291	Richard Linder	192.80
0133292	Susan Linder	192.80
0133300	Richard Lutz	192.80
0133308	James Mazur	192.80
0133310	Sally Mazur	192.80
0133356	Delmar Price	192.80
0133357	Loyann Price	192.80
0133365	Glenda Riddick	192.80
0133369	Paul Robinson	192.80
0133370	Shirley Robinson	192.80
0133404	Nina Wallace	192.80
0133095	Grainger	191.59
0133007	Commercial Landscape Supply	190.49
0132682	Michael Warner	189.81
0133026	Jennifer Pryor	189.20
0132177	Acosta, Krystal	189.00
0132244	Chaney, Jenielle K	189.00
0132302	Guadarrama, Cendy	189.00
0132384	Oyler, Kristina E.	189.00
0132401	Portillo, Adriana	189.00
0132432	Schrock, Mark A.	189.00
0132475	Van Geem, Evan J.	189.00
0132917	Mary O'Connor	187.00
0132895	Ace Business Machines Inc	185.00
0132981	Smog & Gas of Costa Mesa	185.00
0132470	Toshiba Business Solutions	184.73
0132444	South Coast Air Quality Mgmt District	183.26
0132822	Hasler Inc	179.44
0132208	Battery Systems	179.36
0132591	Jocelyn Wang	178.83
0132254	Coffee, Katherine L	178.50
0132630	Fisher Scientific	177.78
0132998	Airgas West Inc	175.37
0133433	AT&T	174.33
0132460	The Gas Company	172.78
0133093	Go With Jo Travel	170.10
0132251	City of Fountain Valley	169.20
0132456	System One Business Products	168.69
0132614	Walter Banoczi	168.04
0133098	GWC Student Health Center	168.00
0133451	Office Depot	166.22

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0132455	Suburban Water Systems	164.69
0132278	Corine Doughty	163.13
0132755	LT Enterprises	163.07
0132986	Toshiba Business Solutions	163.02
0132745	Irvine Pipe & Supply	162.16
0132777	Sims-Orange Welding Supply Inc	161.35
0133094	Go With Jo Travel	160.09
0132659	OCC Petty Cash	159.27
0132929	Loren Sachs	158.96
0132442	Snap-On Tools	157.99
0132712	Newport Urgent Care	154.00
0132374	OC Auditor-Controller	152.20
0132481	William Walker	150.00
0132497	Women Helping Women	150.00
0132681	Vortex	149.95
0133443	Information Publications	149.29
0132264	Crockett, Theresa	147.00
0132319	Haughey, Christine S	147.00
0132356	McFadden, Nicole E	147.00
0132359	McVicker, Megan L	147.00
0132363	Muniz, Alex	147.00
0132477	Vasquez, Elena M.	147.00
0132957	Amtech Elevator Services	146.35
0133096	GWC Petty Cash	145.81
0133058	AT&T	144.97
0132990	Wards Natural Science	144.25
0132928	Linda Rhines	144.00
0133083	Crowne Plaza	143.90
0132282	Ewing Irrigation Products	143.50
0132297	Glenn's Alignment	139.98
0133526	Verizon California	138.55
0132420	Riechers, Tina L.	136.50
0132187	Amico Scientific Corp	135.39
0132658	OC Farm Supply	135.39
0132907	Hub Auto Supply	135.10
0132642	Haz Party Rentals	134.19
0132668	Sehi Computer Products Inc	133.71
0133500	OC Auditor-Controller	133.00
0132190	Cristina Arellano	132.99
0132252	Clark, Wendy	132.00
0132647	Iron Mountain Records Mgmt	131.16
0133476	Ewing Irrigation Products	131.16
0132443	Sodexo Inc & Affiliates	130.30
0132946	Western Exterminator Co	130.00
0132883	Time Clock Sales & Service	128.00
0132188	Appleby, Laura J	126.00
0132216	Branin, Ann E	126.00
0132277	Donovan, Jayne A	126.00
0132335	Jacobs, Laura A	126.00
0132350	Lorenz, Christina M	126.00
0132361	Meslovich, Kendra L	126.00
0132369	Nelson, Tatiana C.	126.00
0132394	Penmetcha, Hemalitha	126.00
0132417	Richards, Holly P.	126.00
0132422	Rosenzweig, Kelly S.	126.00

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0132447	Spence, Susie G.	126.00
0132453	Sturges-Cobb, Lauri L.	126.00
0132488	Wendt, Christopher M.	126.00
0132738	GWC Associated Students	125.25
0132684	Working Wardrobes	125.00
0132784	Thurman, Matthew	125.00
0133040	Academic Senate	125.00
0133430	4CSD	125.00
0133448	OC School Boards Assn	125.00
0133484	Velma Macdonald	125.00
0132176	Accurate Termite & Pest Control	124.00
0132566	LiNKS Sign Language & Interpreting Services	124.00
0133006	CIT Technology Fin Serv Inc	123.98
0132824	Kelly Paper	122.80
0133053	AT&T	120.27
0132901	Constellation New Energy Inc	118.23
0132719	Jessica Alabi	118.17
0132632	Garden Grove Unified Schools	115.83
0132379	Office Depot	115.72
0133050	AT&T	113.42
0132293	Gans Ink & Supply Co	112.99
0132782	Soronit Suos	112.19
0132724	C2 Reprographics	111.99
0132354	Katherine Marasigan	111.82
0132950	Western Exterminator Co	110.00
0132594	Alan Williams	108.90
0132739	Herff Jones - Cap & Gown Div	108.27
0133514	Siemens Building Technologies Inc	108.00
0132239	CCC Petty Cash	107.31
0132989	Verizon California	106.01
0132309	GWC Food Services	105.87
0132242	CDT Inc	105.00
0132408	Prudential Overall Supply Co	104.77
0132975	Prudential Overall Supply Co	104.77
0133018	Jimmy Nguyen	103.74
0132906	Home Depot	102.49
0133052	AT&T	102.12
0132620	Marcos Cabrera	100.00
0133070	Calif Placement Association	100.00
0133137	Thomas Scientific	99.96
0133487	Mesa Golf Carts	98.85
0132910	Iron Mountain Records Mgmt	98.55
0132944	Western Exterminator Co	98.00
0133100	Hub Auto Supply	96.72
0132372	Lien Nguyen	96.01
0132833	Verizon California	95.76
0132948	Western Exterminator Co	94.50
0132461	The Gas Company	94.30
0132877	OCE' Financial Services Inc	91.43
0132958	AT&T	91.15
0133056	AT&T	91.15
0132988	USA Mobility Wireless Inc	89.91
0133127	Security Signal Devices	89.85
0133047	AT&T	89.34
0133027	Victor Quiros	88.40

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0132947	Western Exterminator Co	88.00
0132234	Carroll Promotions Inc	86.89
0133010	Eversoft	85.91
0132228	Rosalind Campbell	85.65
0132327	Howe, Debi j	84.00
0132863	Chronicle of Higher Education	82.50
0132767	Public Economics Inc	82.03
0132581	Shred-It	80.00
0133043	Amazon.com	78.80
0133020	OCC Ancillary #100-247500-6492	78.75
0133067	Battery Systems	78.26
0132882	Thomson West	76.14
0132524	Marsha Stead	75.77
0132815	AT&T	75.01
0132728	Chronicle of Higher Education	75.00
0132757	Midac Corp	75.00
0132775	Siemens Water Technologies Corp	74.89
0132678	Verizon Wireless	74.31
0132457	Taylor, Pam R.	73.50
0132492	Whitaker, Breanne	73.50
0133009	Jane Duncan	69.70
0133104	Larry's Building Materials	69.33
0132478	Verizon California	69.19
0133002	Cal-Wal Gypsum Supply	68.79
0133029	Security Signal Devices	68.00
0132750	Isabelle Krasney	67.16
0132941	USA Mobility Wireless Inc	66.05
0132259	Commercial Landscape Supply	65.25
0132533	AT&T	64.76
0132197	AT&T	63.63
0132214	Bon, Alexandra L	63.00
0132217	Breakfield, Margaret M	63.00
0132221	Butler, Jessica C	63.00
0132229	Cardenalli, Kelly A	63.00
0132267	D'Angelis, Sarah	63.00
0132270	Davis, Stephanie Y	63.00
0132271	Dawson, Janet G	63.00
0132285	Flores, Amy J	63.00
0132286	Flores, Helen	63.00
0132290	Friebauer, Uschi	63.00
0132294	Garcia, Tracey M	63.00
0132299	Goud, Patricia J	63.00
0132306	Gupta, Sunita	63.00
0132310	Hammerton, Catherine D	63.00
0132318	Hatch, Luz P	63.00
0132323	Henry, Gary M	63.00
0132330	Huynh, Ngoc-My T	63.00
0132341	Kircher, Jennifer L	63.00
0132342	Kumaratne, Radhi I	63.00
0132343	Lachman, Lorelei	63.00
0132352	Lowrey, Linda	63.00
0132383	Ortega, Soraya	63.00
0132388	Parisi, Gail E.	63.00
0132391	Parrish, Deborah S.	63.00
0132396	Peyton, Danielle K.	63.00

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0132397	Phan, Katherine T.	63.00
0132451	Springer, Daralyn	63.00
0132465	Tighe, Laura L.	63.00
0132471	Tucker, Lisa L.	63.00
0132499	Wright, Paula D.	63.00
0132576	Prudential Overall Supply Co	62.99
0132578	Prudential Overall Supply Co	62.99
0132579	Prudential Overall Supply Co	62.99
0133125	Prudential Overall Supply Co	62.99
0133456	Prudential Overall Supply Co	62.99
0132912	Thomas Juno	62.70
0133019	Nguyen, Elvis V.	62.61
0132930	Security Signal Devices	59.90
0132201	AT&T	59.11
0133467	AT&T	59.11
0132858	AT&T	59.00
0133432	Alliance Payphone Inc	59.00
0132792	Susan Winterbourne	58.00
0132196	AT&T	57.92
0133485	Melinda Masters	54.33
0132430	Ny Sayasy	54.27
0132348	Mai Le	54.02
0133107	Linda Mellor	53.69
0132182	Minal Ajbani	53.35
0132490	Western Exterminator Co	52.50
0132640	Hardy Diagnostics	52.23
0133048	AT&T	52.03
0132198	AT&T	51.85
0132441	Smith Pipe & Supply Inc	51.66
0132496	Susan Winterbourne	51.15
0132314	Hardy Diagnostics	50.50
0132979	Seal's Health Care	50.50
0132735	Ford Electronics Inc	50.33
0132489	Western Exterminator Co	50.00
0132949	Western Exterminator Co	50.00
0132313	Virginia Hanson	48.71
0132195	AT&T	48.12
0132734	Maria Estrada	46.41
0132577	Prudential Overall Supply Co	46.18
0133113	OCC Ancillary #1000-24750-6580	46.09
0133501	OCC Ancillary #1000-24750-6580	46.09
0132969	NCS Pearson Inc	45.87
0132971	OCC Food Services	45.50
0133091	Federal Express Corp	44.07
0133014	Karen Kuehner	43.98
0133051	AT&T	43.61
0133491	Georgie Monahan	42.43
0132207	Barber, Deborah	42.00
0132629	Federal Express Corp	41.88
0132333	Irvine Pipe & Supply	41.28
0132662	Hai Pham	41.25
0132962	Bernan Associates	41.00
0132568	Steven Mihatov	40.70
0133442	Home Depot	40.23
0132552	Federal Express Corp	40.00

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0133087	Educause	40.00
0133440	Educause	40.00
0132661	Pak West Paper and Packaging	39.69
0132406	Prudential Overall Supply Co	39.48
0132926	Prudential Overall Supply Co	39.48
0133494	Mr B's Lawnmower & Saw Shop	39.09
0132718	Vision Service Plan	38.85
0133139	Martha Tran-Nguyen	38.75
0132686	Xerox Corp	37.32
0132970	Nolo Press Inc	37.14
0132743	ICS Service Co Inc	37.00
0132543	Byrne, Marilyn Dow	36.05
0133142	Alan Williams	35.20
0132888	Verizon California	35.18
0132531	AT&T	32.46
0132532	AT&T	32.46
0133120	Prudential Overall Supply Co	32.08
0132179	Diana Agag-Maxwell	31.57
0132884	Time Warner Cable	31.50
0133031	TALX Corp	31.20
0132778	Smardan Supply Co- Orange Coast	30.72
0133063	AT&T	30.33
0133445	Anthony Maciel	29.99
0132918	OC Treasurer- Tax Collector	29.60
0132861	AT&T Mobility	29.55
0132965	EBSCO Subscription	29.54
0132227	Elizabeth Caluag	28.11
0133013	Home Depot	27.70
0133033	Turf Tire Distributors	27.19
0133436	City of Huntington Beach	25.96
0132586	Dejah Swingle	24.90
0132943	Verizon California	24.52
0133011	Federal Express Corp	24.50
0132364	MWB Business Systems	24.31
0132654	MWB Business Systems	24.31
0133457	Prudential Overall Supply Co	23.74
0133438	Brian Conley	23.46
0132794	Tracy Young	22.22
0133498	Melinda Nish	20.85
0132592	Sean Watson	20.41
0132178	Acosta, Krystal R	20.00
0132181	Aguirre, Rudy A	20.00
0132185	Albizures, Celina E	20.00
0132189	Appleby, Laura J	20.00
0132192	Arreola, Leslie P	20.00
0132215	Bon, Alexandra L	20.00
0132220	Burgin, Katherine M	20.00
0132222	Butler, Jessica C	20.00
0132230	Cardenalli, Kelly A	20.00
0132236	Catron, Laura	20.00
0132245	Chaney, Jenielle K	20.00
0132255	Coffee, Katherine L	20.00
0132265	Crockett, Theresa	20.00
0132268	D'Angelis, Sarah L	20.00
0132295	Garcia, Tracey M	20.00

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0132301	Greenly, Stephanie	20.00
0132303	Guadarrama, Cendy	20.00
0132305	Gunn-Daniels, Julie K	20.00
0132307	Gupta, Suntia	20.00
0132312	Hananouchi, Jennifer L	20.00
0132317	Hatch, Luz	20.00
0132320	Haughey, Christine S	20.00
0132325	Hock, Eva-Maria	20.00
0132328	Howe, Debi J	20.00
0132331	Huynh, Ngoc-My T	20.00
0132336	Jacobs, Laura A	20.00
0132338	Jago, Abigail J	20.00
0132339	Kieu, Cathy	20.00
0132344	Lachman, Lorelei	20.00
0132351	Lorenz, Christina M	20.00
0132353	Lowrey, Linda J	20.00
0132355	Mata, Cecilia E	20.00
0132357	McFadden, Nicole E	20.00
0132360	McVicker, Megan L	20.00
0132362	Meslovich, Kendra L	20.00
0132370	Nelson, Tatiana C.	20.00
0132387	Parisi, Gail	20.00
0132389	Parr, Matthew	20.00
0132393	Pearce, Monica L.	20.00
0132395	Penmetcha, Hemalitha	20.00
0132398	Phan, Katherine T.	20.00
0132418	Richards, Holly P.	20.00
0132419	Riechers, Tina	20.00
0132423	Rosenzweig, Kelly S.	20.00
0132429	Lloyd Saposnek	20.00
0132438	Elisabeth Simpson	20.00
0132454	Sturges-Cobb, Lauri L.	20.00
0132458	Taylor, Pam R.	20.00
0132466	Tighe, Laura L.	20.00
0132468	Tillehkooh, Joanne	20.00
0132472	Tucker, Lisa L.	20.00
0132476	Van Geem, Evan J.	20.00
0132483	Watkins, Lindsay	20.00
0132487	Wendt, Christopher	20.00
0132493	Whitaker, Breanne J.	20.00
0132495	Wilson, Elisa K.	20.00
0132500	Wright, Paula D.	20.00
0132502	Michiye Yoshii	20.00
0132920	Teresa Pham	20.00
0133488	Lois Miller	20.00
0132999	Patricia Arlington	19.08
0132409	Prudential Overall Supply Co	18.67
0132665	Prudential Overall Supply Co	18.67
0133123	Prudential Overall Supply Co	18.67
0132747	Kelly Paper	18.45
0132555	Jacqueline Garcia	18.00
0132825	Lisa Lam	18.00
0132908	Aimee Huizar	18.00
0133012	Virginia Hanson	18.00
0132742	Hub Auto Supply	17.97

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0132405	Prudential Overall Supply Co	16.90
0132407	Prudential Overall Supply Co	16.90
0132925	Prudential Overall Supply Co	16.90
0133121	Prudential Overall Supply Co	16.90
0133025	Prudential Overall Supply Co	16.88
0133122	Prudential Overall Supply Co	16.28
0133124	Prudential Overall Supply Co	16.28
0132537	Tasman Backer	16.00
0132819	Maria Canfield	16.00
0132823	Robert Kaulani	16.00
0132826	Nikoo Malek	16.00
0132899	Patricia Castruita	16.00
0132904	Linda Ho	16.00
0132915	Hong Ngo	16.00
0132922	Thuy Phan	16.00
0132575	Prudential Overall Supply Co	15.49
0132766	Prudential Overall Supply Co	15.49
0132902	Mai Dang	15.00
0132942	Veronica Valdez	15.00
0133017	Linda Newman	15.00
0132933	Smardan Supply Co- Orange Coast	14.34
0132664	Prudential Overall Supply Co	14.00
0133455	Prudential Overall Supply Co	14.00
0133509	Prudential Overall Supply Co	14.00
0132199	AT&T	13.82
0132774	Seal's Health Care	12.50
0132911	Julie Jones	12.00
0133057	AT&T	11.28
0133466	AT&T	11.09
0132860	AT&T	11.02
0132202	AT&T	10.98
0132534	AT&T	10.98
0132612	AT&T	10.98
0132284	Federal Express Corp	10.44
0132648	JK Electronics Distributors Inc	10.11
0132269	Darcy, Veronica A	10.00
0132273	Devey, Megan M	10.00
0132345	Jayme Landrau	10.00
0132347	Han Le	10.00
0132367	Sara Natalizio	10.00
0132368	Matthew Nellor	10.00
0132373	Daniel O'Neil	10.00
0132404	Brianna Provost	10.00
0132414	Janet Rehak	10.00
0132416	Ashley Rendon	10.00
0132431	Austin Schaaf	10.00
0132434	Cody Serrano	10.00
0132435	Dustin Serrano	10.00
0132474	Melissa Van Etten	10.00
0132538	Andrea Beyaoju	10.00
0132540	Matthew Brennan	10.00
0132541	Jordan Briand	10.00
0132544	Tawny Calvo	10.00
0132551	Cynthia Fascella	10.00
0132565	Sean Koyama	10.00

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0132660	Harley Owens	10.00
0132885	Anna Tran	10.00
0132886	Han Tran	10.00
0132921	Nikki Phan	10.00
0133046	American Red Cross	10.00
0133092	Lisa Gizara	10.00
0133103	Hannah Joharchi	10.00
0133117	Beth Page	10.00
0133435	Marguerite Brennan	10.00
0133447	Leslie Murray	10.00
0132938	The Gas Company	9.91
0132559	Dale Harguess	9.79
0132670	Sims-Orange Welding Supply Inc	9.46
0132763	Physician Sales & Service	8.25
0132859	AT&T	7.49
0132545	CCC Bookstore	7.35
0132272	Dell Higher Education	7.28
0132887	Tustin Awards Inc	6.76
0132329	Hub Auto Supply	5.71
0133147	State Board of Equalization	5.00
0133143	Susan Wong	4.98
0133146	Yosemite Water	4.80
0132266	Crown Ace Hardware	4.34
0132535	AT&T	1.58

Total

\$ 9,028,393.80

3.06.03 Check List for General Obligation Bond Fund

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.03 Check List for General Obligation Bond Fund**

CheckApprovalBond.pdf

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by CCCDBudge. Last update on 08/12/2009 by Jodi Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0132507	CW Driver OCC Bldg CHS and Lab Sciences	294,916.50	420207
0133536	Southland Industries GWC Upgrd Utilities Campuswide	292,496.00	420316
0132807	Vector Resources Inc GWC Learning Resource Center	227,694.07	420356
0132847	FM & Sons Inc OCC Bldg CHS and Lab Sciences Bid 1965	213,187.50	420207
0133540	Telacu Construction Managment OCC Upgrd Womens Locker Room	153,585.83	420222
0132690	CW Driver OCC Bldg CHS and Lab Sciences	146,875.57	420207
0132802	Plumbing Piping & Construction Inc GWC Learning Resource Center	128,290.50	420356
0132803	T & Y Construction GWC Learning Resource Center	120,432.17	420356
0132838	Alpha Mechanical Heating & Air Conditioning OCC Bldg CHS and Lab Sciences Bid 1965	105,750.00	420207
0133035	MSH Construction Co OCC Special Student Services Bid 1966	105,566.46	420248
0132800	MJ Contractors Inc OCC Upgrd Softball Field Bid #1964	105,210.00	420233
0132995	URS Corp Americas GWC Learning Resource Center	101,728.17	420356
0132848	Heinaman Contract Glazing OCC Bldg CHS and Lab Sciences Bid 1965	94,068.00	420207
0132806	URS Corp Americas GWC Learning Resource Center	91,358.52	420356
0132520	Telacu Construction Managment OCC Upgrd Womens Locker Room	86,151.38	420222
0132503	Allscape OCC Renovation of Track & Field	67,554.73	420233
0132840	Bergelectric Corp OCC Bldg CHS and Lab Sciences Bid 1965	62,771.00	420207
0132839	Anderson Charnesky Structural Steel Inc OCC Bldg CHS and Lab Sciences Bid 1965	61,290.00	420207
0132843	Coast Construction OCC Campuswide Landscape Project	49,755.00	420283
0132804	TB Penick & Sons Inc GWC Learning Resource Center	47,884.00	420356
0132509	LPA Inc Architect for OCC Consumer Health & Lab Science	47,193.63	420207
0132841	Brian DeVries Construction Inc OCC Bldg CHS and Lab Sciences Bid 1965	46,175.00	420207
0132687	AEPC Group LLC Arch/Engineering - OCC Student Services	40,146.11	420249
0132700	UCMI Inc OCC Bldg CHS and Lab Sciences	40,120.00	420207
0132699	Steinberg Architects GWC Learning Resource Center	35,534.37	420356
0133532	Consilien LLC Dist Upgrd Info Systems Implement	34,686.60	420912

Check Approval Bond

0132521	UCMI Inc	27,640.00	420222
	Testing/Lab for OCC Upgrade Sailing Center		
0132519	TBP/Architecture	24,132.79	420233
0133529	AEPC Group LLC	23,520.00	420249
0132514	MTGL	22,346.50	420356
0132697	Perkins & Will	21,187.98	420340
0132994	Minco Construction	20,485.00	420241
0132598	Northcott Painting Company	19,768.00	420348
0133530	Allscape	19,400.00	420233
0132850	LPA Inc	18,216.00	420290
0133534	MTGL	17,526.50	420356
0132955	Division of State Architect	16,551.87	420241
0132518	Steinberg Architects	15,430.18	420356
0133544	TYR Inc	15,404.00	420356
0133537	Southland Industries	15,395.00	420316
0132508	Digital Networks Group Inc	14,743.87	420206
0133542	TYR Inc	13,740.00	420316
0133541	TYR Inc	13,624.00	420316
0133539	TBP/Architecture	13,296.42	420233
0133543	TYR Inc	13,099.60	420356
0132801	MTGL	11,311.45	420222
0132696	MTGL	10,410.00	420233
0132844	Cosco Fire Protection Inc	10,057.00	420207
0132511	Metalclad Insulation Corp	8,887.50	420348
0132798	Geocon Consultants Inc	8,832.00	420233
0132513	Mobile Modular Management Corp	8,173.65	420206
0132515	Northcott Painting Company	7,802.50	420348
0132797	Bundy-Finkel Architects Inc	7,529.88	420101
0133535	Northcott Painting Company	7,500.00	420348
0132510	MB Herzog Electric Inc	7,372.82	420340
0132845	DMA Greencare Contracting Inc	6,044.00	420207
0132694	Model Glass & Mirror	5,785.00	420206
0132516	Schirmer Engineering	5,516.68	420207
0133149	State Board of Equalization	5,329.00	420206
0132805	TB Penick & Sons Inc	5,320.00	420356
0132506	Cluck Air Conditioning Inc	4,936.00	420249
0132837	AEPC Group LLC	4,226.25	420249
0132599	Solis Group	4,147.50	420997
0132688	Bob's Shade & Linoleum	3,797.60	420348
0132504	Amer Geotechnical Inc	3,512.75	420207
0132795	Ace Electric Inc	2,951.00	420233
0132505	Bob's Shade & Linoleum	2,938.00	420348
0132796	Best Contracting Services Inc	2,700.00	420356
0132692	Global Geo-Engineering Inc	2,495.00	420356
0132517	Seville Group Inc	2,334.24	420206
0132956	Minco Construction	2,276.00	420241
0132953	Bob's Shade & Linoleum	2,151.30	420348
0132698	Solis Group	2,073.75	420997
0132846	Embee Technologies	1,167.45	420248
0132849	Innovative Energy Solutions	875.00	420101
0132596	Mobile Modular Management Corp	848.25	420297
0132695	ModSpace	761.26	420399
0133533	LPA Inc	610.08	420290
0132799	LPA Inc	607.91	420290
0132954	C2 Reprographics	583.08	420207

Check Approval Bond

0132689	Bundy-Finkel Architects Inc	459.49	420222
0132597	MTGL	450.00	420233
0133148	Scott Fazekas & Associates Inc	332.50	420101
0132842	C2 Reprographics	326.64	420241
0132512	Mobile Mini Inc	284.26	420316
0132693	Mobile Mini Inc	284.26	420316
0133531	Bundy-Finkel Architects Inc	146.77	420222
0132691	Gafcon Inc	111.10	420340
0133538	SunGard Higher Education Inc	90.00	420912
	Total	<u>\$ 3,310,277.74</u>	

Agenda Item

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting: 08/19/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.06.04 Authorization for Special Payments - Orange Coast College

A payment NTE \$4,000 to cover reasonable and allowable travel expenses, including airfare, lodging, meals, parking, and car rental for applicants invited for first or second interviews for classified, faculty, or management positions during fiscal year July 1, 2009, through June 30, 2010. Names will be on file with the OCC Personnel Department. Expenses to be paid from Staff Diversity funds.

A payment of \$1,290 for the 2009-2010 annual accreditation fee payable to the State of California Health and Human Services Agency, California Department of Public Health, Radiologic Health Branch. This fee is required to meet accreditation program requirements.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/13/2009 by Jodi Rodriguez.

3.06.05 Authorization for Special Payments - District

Meeting: 08/19/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.05 Authorization for Special Payments - District**

A payment of \$1531.49 to Steve Hogue, OCC Instructor; reimbursement of retraining leave expenses for June 2009.

A payment of \$2,613.54 to Steve Hogue, OCC Instructor; reimbursement of retraining leave expenses for July 2009.

A payment of \$3,407.53 to Coast Community College Association for under collection of faculty membership dues for Fall 2008 and Spring 2009.

Additional Administrative Content**Action/Agenda Details**

Motion:

Created on 06/22/2009 at 10:13 AM by CCGDAdsvr. Last update on 08/13/2009 by Jodi Rodriguez.

4.00 Action Items

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

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.

Additional Administrative Content**Action/Agenda Details**

Motion:

Created on 08/22/2009 at 10:13 AM by Laurie Swancutt. Last update on 08/12/2009 by Jodi Rodriguez.

4.01 Approval of Agreements - Coastline Community College

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.01 Approval of Agreements - Coastline Community College****4.01.01 Approve Letter of Agreement between Prometric and the Coast Community College District to Administer Internet-based DSST® Testing Programs in Support of the MOU between Commanding Officer, Naval Construction Battalion Center, Gulfport Mississippi and Coast Community College District**

After review by the College Acting President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Prometric and the Coast Community College District authorizing Coastline to administer Internet-based DSST® testing programs to military and civilian personnel at Naval Construction Battalion Center, Gulfport, Mississippi. Coastline shall charge a standard administration fee of \$20 per test administered. The term of the Agreement will extend from the date signed by District and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (MOU Board Approved: 10/1/08. See Prometric Attachment #3)

Fiscal Impact: Income to District - \$20 per test administered

4.01.02 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commanding Officer, Naval Construction Battalion Center, Gulfport, Mississippi and Coast Community College District

After review by the College Acting President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Educational Testing Service and the Coast Community College District authorizing Coastline to administer CLEP® eCBT examinations to military and civilian personnel at Naval Construction Battalion Center, Gulfport, Mississippi. Coastline shall charge a standard administration fee of \$20 per test administered. The term of the Agreement will extend from the date signed by both parties and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (MOU Board Approved: 10/1/08. See Educational Testing Service Attachment #4)

Fiscal Impact: Income to District - \$20 per test administered

4.01.03 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Provide National Emergency Grant (NEG) Services at the Orange County One-Stop Center

After review by the College Acting President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District for the period of July 1, 2009 through December 31, 2009, to provide services to individuals dislocated from the mortgage industry seeking re-employment services in Orange County as identified in the Workforce Investment Act of 1998 and described in the Federal Register. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See (WIA NEG2 Combined Attachment #5)

Fiscal Impact: The County of Orange will reimburse Coastline Community College \$398,397 for operation of these programs.

4.01.04 Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services

After review by the Acting College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Kingston Technology Company, Inc. and the Coast Community College District to provide English as a Second Language (ESL) assessment and training services to Kingston employees. Kingston Technology Company will pay District \$55 per individual assessed and \$150 per training hour. The term of the Agreement shall be from August 20, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Kingston Attachment #6)

Fiscal Impact: Gross income of \$7,200 per training module

4.01.05 Approve Agreement between Chevron Products Company and the Coast Community College District for the Design, Development and Delivery of a Blended/Hybrid Course for Safe Work Practices Workshop and Train-the-Trainer Sessions

After review by the Acting College President, 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 delivery of the Safe Work Practices (SWP) Workshop and Train-the-Trainer (TTT) Sessions, to include both online and face-to-face learning. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Chevron SWP Attachment #7)

Fiscal Impact: Gross income of \$42,125

4.01.06 Approve an Amendment to an Agreement between the McGraw-Hill Companies and the Coast Community College District to Publish the Eighth Edition of the Telecourse Student Guide for The Humanities Through the Arts

After review by the Acting College President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Amendment to an Agreement between the McGraw-Hill Companies and the Coast Community College District to publish the Eighth Edition of the Telecourse Student Guide, presently entitled Telecourse Student Guide to Accompany The Humanities Through the Arts, under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 4/19/78. See Attachment #8)

Fiscal Impact: \$5,000 grant

4.01.07 Approve an Amendment to an Agreement between Worth Publishing Group, LLC and the Coast Community College District to Design and Produce a Student Guide for the Telecourse Transitions Throughout the Lifespan

After review by the College Acting President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Amendment to an Agreement between Worth Publishing Group, LLC and the Coast Community College District to design and produce a separate student guide for the telecourse Transitions Throughout the Lifespan to accompany the textbook DEVELOPING THROUGH THE LIFE SPAN, 1/e, by Kathleen Strassen Berger. Amendment states that Coast shall edit the student student guide. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 04/18/01. See Life Span Telecourse Amendment August 2009 Attachment #9)

Fiscal Impact: Worth Publishing shall pay Coast \$7000 to complete the project.

4.01.08 Approve Agreement between NCS Pearson, Inc. and the Coast Community College District to Provide Computer-based Professional and Occupational Certification Examinations

After review by the College Acting President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between NCS Pearson, Inc. and the Coast Community College District authorizing Coastline to administer computer-based professional and occupational certification examinations to military service members, military spouses and eligible civilians on National Test Centers operated by Coastline. NCS Pearson, Inc. will pay District \$10 for each test administered. The term of the Agreement will extend from the date signed by both parties and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NCS Pearson Attachment #10)

Fiscal Impact: Income to District \$10 per test administered

4.01.09 Approve First Amendment to Lease between The Irvine

Company, LLC, a Delaware Limited Liability Company, and the Coast Community College District to Lease Real Property Located at 125 Technology Drive, Irvine, California

After review by the Acting College President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the First Amendment to the original lease dated September 20, 2004 between The Irvine Company and the Coast Community College District. Subject to the terms and conditions of this Amendment to the Lease, The Irvine Company, LLC, a Delaware Limited Liability Company will lease Suite 200 of the real property located at 125 Technology Drive, Irvine, California, being 21,960 square feet of rentable office space herein to be called Orange County One-Stop Center-South. The term of this Agreement Addendum is from February 1, 2010 through January 31, 2015. (Original lease agreement Board approved September 15, 2004). The Board President, or designee, is authorized to sign the Agreement Addendum and any related documents, indicating approval by the Board of Trustees. (See Irvine Company-Irvine One-Stop Lease Attachment # 21)

Fiscal Impact: Basic rent of \$24,156.00 per month with annual lease increases of 5 cents per square foot (based on the total 21,960 square feet) years two through five.



NCS Pearson .pdf Irvine Company- Irvine One-Stop Lease.pdf



Additional Administrative Content

Action/Agenda Details

Motion:

Created on 08/22/2009 at 10:13 AM by Laurie Swancutt. Last update on 08/13/2009 by Jodi Rodriguez.

4.02 Approval of Agreements - Golden West College

Meeting: 08/19/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Content**4.02 Approval of Agreements - Golden West College****4.02.01 Approve Agreement with University of California, Irvine for Guest Speaker Services**

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement between Regents of the University of California and the Coast Community College District for Mary O'Connor to serve as a guest speaker for 3 Clinical Nurse Educator Programs, from October 1, 2009 through June 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 UCI Agreement, Attachment #11)

Fiscal Impact: UCI to pay \$2250 to RHORC Trust.

4.02.02 Approve Agreement with Regents of the University of California to Administer the Puente Project

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement between Regents of the University of California and the Coast Community College District to administer the Puente Project for educationally disadvantaged students, from July 1, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See UC-Puente Agreement, Attachment #12)

Fiscal Impact: The College will contribute \$5,000 annually for student field trips, program activities, and supplies; paid from General funds.

4.02.03 Approve Agreement with Time Warner Cable for Utilizing a Dedicated Circuit Connection

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 Golden West 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 Time Warner Cable Agreement, Attachment # 20)

Fiscal Impact: \$2,904 per month for 24 months, NTE \$69,696 from General funds.

4.03 Approval of Agreements - Orange Coast College

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.03 Approval of Agreements - Orange Coast College****4.03.01 Approve Agreement between the Pacific Maritime Institute and the Coast Community College District for the purpose of providing curriculum for radar training for the Professional Mariner's Program**

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the Pacific Maritime Institute and the Coast Community College District for purchase of radar curriculum for the period August 20, 2009, through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 13)

Fiscal Impact: \$10,000 to be paid from Outreach funds.

4.03.02 Approve Standard Agreement between Orange County Head Start, Inc. and the Coast Community College District for the purpose of offering instruction in Disaster Preparedness (EC 262) and Health & Safety in the Preschool Classroom (EC 199)

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the standard Agreement between Orange County Head Start, Inc. and the Coast Community College District for the purpose of offering instruction in Disaster Preparedness (EC 262) and Health & Safety in the Preschool Classroom (EC 199) as requested by the company from October 1, 2009, through May 31, 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: OCC Extended Education to receive \$2,970 revenue for this contract; OCC Extended Education office to receive net proceeds of the program.

4.03.03 Approve Agreement between Got Hotdogs and the Coast Community College District for the purpose of serving hot dog products on the Orange Coast College campus

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Got Hotdogs and the Coast Community College District for the purpose of serving hot dog products on the Orange Coast College campus for a period of three (3) years for the period August 20, 2009, to June 30, 2012. 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: This agreement generates approximately \$675 per month to OCC Instructional Food Service (15% of cart sales).

4.03.04 Approve Agreement for Extension of agreement between The Drip and the Coast Community College District for the purpose of serving coffee products on the Orange Coast College campus

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between The Drip and the Coast Community College District for the purpose of serving coffee products on the Orange Coast College campus for the period of three (3) years for the period August 20, 2009, to June 30, 2012. (Previous Board approval 2/21/07.) (See Attachment # 15)

Fiscal Impact: This agreement generates approximately \$500 per month to OCC Instructional Food Service (15% of cart sales).



Got Hot Dogs.pdf



Pacific Maritime Institute.pdf



The Drip.pdf

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 08/22/2009 at 10:13 AM by Lynnanne Minton. Last update on 08/12/2009 by Jodi Rodriguez.

4.04 Approval of Agreements - District

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.04 Approval of Agreements - District****4.04.01 Approve Agreement Between Keenan and Associates and the Coast Community College District for Workers' Compensation Claims Administration**

After review by the Vice Chancellor of Administrative Services, and the District's General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement with Keenan and Associates to provide claims administration services for the District's self-insured workers' compensation claims for one (1) year, July 1, 2009 to June 30, 2010. In consideration for services rendered, the District agrees to pay Keenan and Associates a total fee of \$15,400.00, payable in quarterly installments. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #2)

Fiscal Impact: \$15,400.00 for one year, payable in quarterly installments, for claims administration services.

4.04.02 Ratification of Contractor Services Pursuant to Districts' FY 2009-2010 Standard Annual Agreement for Contractor Services for Amounts in Excess of \$15,000

It is requested the Board ratify the following contractors for the performance of contractor services in an amount greater than \$15,000. These contractors have completed the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District obtained competitive pricing quotes from the contractor(s).

B&P Services Inc.
771 Newton Way
Costa Mesa, CA 92627

Project Scope: Scheduled maintenance to furnish and install twelve roof top packaged heat pump units at the Orange Coast College Social Science Building.
Project Term: Project will be completed by 12/18/09

Fiscal Impact: NTE \$68,480.00, including all parts and labor, payable upon project completion

4.04.03 Approval of Contractors for FY 2009-2010 Pursuant to District's Standard Annual Agreement for Contractor Services

It is requested the Board approve the following contractors for the performance of a variety of contractor

services throughout the District, on an as needed basis for FY 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.

Pacific National Group
2392 S Bateman Ave
Irwindale CA. 91010

MS Rouse
1611 Kona Drive
Rancho Dominguez CA 90220

Stanley Convergent Securities
55 Sherman Blvd
Naperville IL 60563

Schea Holdings Inc.
Dba Architectural Sign Group
9812 Independence Avenue
Chatsworth CA 91311

Accessorie Air Compressor
1858 N. Case Street
Orange CA 92865

Superior Onsite Service
237 Bent Avenue
San Marcos CA 92078

JRP Services Inc.
27972 Forbes Road Suite F
Laguna Niguel CA 92677

Idendification and Security Integrators
5850 Elba Place
Woodland Hills CA 91367
Pacific Floor Company
9300 Oso Avenue
Chatsworth CA 91311

Professional Door Systems Inc.
1552 S Anaheim Blvd Suite C
Anaheim CA 92805

Performance Glass
631 Ruberta Avenue
Glendale CA 91201



Keenan Run-Off Agreement.pdf

4.05 Buildings and Grounds Approvals

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.05 Buildings and Grounds Approvals**

BuildingsAndGrounds0819.pdf

Additional Administrative Content**Action Agenda Details**

Motion:

Created on 06/22/2009 at 10:13 AM by CCCDBG. Last update on 08/13/2009 by Jodi Rodriguez.

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 Interim Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

OCC Special Services Building Renovation; Bid No. 1966

Contractor: MSH Construction dba The Moss Company

4.05.02 Approve Independent Contractor Agreement with Webb Design; Orange Coast College Student Center Swing Space

After review by the Orange Coast College Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to employ Webb Design for consulting services for the Orange Coast College Temporary Kitchens for Student Center Swing Space.

The scope of services is to include the following tasks:

1.	Programming/Schematic Design	\$4,000
2.	Design Development	\$4,000
3.	Construction Documents	\$2,000
4.	Construction Administration	\$1,200
5.	Reimbursable Expenses	\$1,000

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

Fiscal Impact: \$12,200 (General Obligation Bond Fund/Measure C)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

4.05.03 Ratification of Termination of General Contractor from the Orange Coast College Child Care Center Project; Bid No. 1957

After review by the Vice Chancellor, Administrative Services, and District General Counsel, it is recommended by the Interim Chancellor that the Board ratify the termination of general contractor, Macerich Construction, for cause, from the Orange Coast College Child Care Center Project (Bid #1957), effective August 7, 2009. Macerich Construction has failed to competently and diligently

4.06 General Items of Business - District

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.06 General Items of Business - District****4.06.01 Approval for the County of Orange Registrar of Voters to use Coast Community College District Office Board Room as a Poll Site**

It is recommended that authorization be given for the County of Orange Registrar of Voters to use the Coast Community College District Office Board Room as a polling site for the Primary Election on June 8, 2010 and for the General Election on November 2, 2010. This voting site will provide registered voters in this voting precinct an opportunity to cast their ballots at the District site with minimal impact to regular District operations.

Fiscal Impact: The poll site will be operated by the Orange County Registrar of voters at no cost to the District.

4.06.02 Nominations for Appointments to the Orange County Legislative Task Force for FY 2009-10

At this time, Trustees shall have the opportunity to nominate a fellow Board Member to the Orange County Legislative Task Force for FY 2009-10.

The Board President, Jim Moreno, has nominated Board Vice President Dr. Lorraine Prinsky to serve as the Board's representative to the Orange County Legislative Task Force for FY 2009-10.

4.06.03 Authorization for Coast Community College District's Participation in the 2010 Chancellor's Office Tax Offset Program (COTOP)

After review by the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given for the Chancellor of the California Community Colleges to act on behalf of the Coast Community College District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

Under the COTOP program, the Chancellor's Office requests the Franchise Tax Board to offset (deduct) the amount owed to a district from the student/debtor's personal state income tax refund, lottery winnings or other state refund. The Franchise Tax Board remits any amounts offset to the Chancellor's Office, which then authorizes the State Controller to disburse the offset amount, minus a 25 percent (25%) administrative fee, to the participating local districts.

It is further recommended that the Vice Chancellor of Administrative Services be authorized to sign the necessary contracts.

Fiscal Impact: Projected revenue/cost unknown.

4.06.04 Authorize Negotiations between District and Bargaining Units and District and Meet and Confer Groups regarding Work Conditions

It is respectfully requested that the Board of Trustees authorize the Interim Chancellor to enter negotiations with CCA, CFE, CFCE and to meet and confer with CDMA and Confidentials on potential alterations to the current contractual work conditions including but not limited to: salary/compensation, step and column, benefits, etc. with the following process, timetable, and parameters contingent upon agreement by CCA, CFE, CFCE, CDMA, and Confidentials.

PROPOSED NEGOTIATION TIMETABLE AND PROCESS

PROCESS

All employee representative groups (CFE, CFCE, CCA) will engage in the negotiations separately with the District.

CDMA and Confidentials will engage in "meet and confer" with the District.

District Interim Chancellor or Vice Chancellor of HR serves as Chief Negotiator for District.

Upon completion of negotiations or meet and confer, CCA, CFE, CFCE, CDMA and Confidentials will review terms and conditions for equity.

Details will be addressed in negotiations and meet and confer ground rules.

Proposed tentative agreements will be submitted to Board of Trustees for approval.

PROPOSED TIMELINE

August 20 - September 30	Employee groups to consult their members for input
October 1 – November 30	Negotiations and consultation with members
December	Board approval for proposed agreement

PARAMETERS TO BE DETERMINED IN NEGOTIATIONS/MEET AND CONFER

1. Specific prerequisite conditions under which negotiated terms are initiated for implementation
2. Prioritize terms and conditions for implementation when necessary
3. Special and unique terms/conditions for groups
4. Specific conditions and terms for contract restoration
5. Exclusion terms for future and/or regular contract negotiation

4.06.05 Recommended Reductions to the Board of Trustees' Budgets for FY 2009-10

As suggested by Board Members, it is recommended by the Board Clerk that the following adjustments are made to the Board of Trustees' budgets with the annual savings in parentheses:

- Eliminate the Board's annual pay raise (\$3,000)
- Reducing the Consultant to the Audit Committee to an "as needed" basis (\$10,000)
- Reduction of the Land Development Consultant (\$72,000)
- Revising the District Service Awards Program (\$35,000)
- Revising the District Retiree Recognition (\$1,000)
- Reducing conference/travel expenditures for the Board (\$20,000)

These revisions will reduce the Board's annual expenditures by approximately \$140,000.

4.06.06 Approve Revisions to Board Service Awards and Retirement Recognition Programs

The Board of Trustees' Office has conducted a review of service award and retirement recognition programs at other community college districts and government agencies throughout Southern California. In an effort to provide commensurate recognition activities to staff members and retirees for their dedicated service, as well as to address the budget realities that the District currently faces, it is recommended by the Board Clerk that the following revisions take place to our service award and retirement recognition activities.

A. District Service Awards

The Board of Trustees' past practice has been to give employee service recognition through a Special Meeting of the Board, providing a commemorative gift, giving recognition to staff, having photo opportunities with the Board, and including reception for all service award recipients. The Board desires to continue recognition of the value of service of District employees at five year intervals, as has been done in the past, and wishes to continue this practice.

The Board of Trustees has analyzed what other organizations do for employee recognition, and in order to preserve costs while still ensuring that employees are acknowledged for their contributions, the following changes are recommended to the Service Awards format.

In order to align the Service Awards program both with what other community college districts do, and with current budget realities, the Board of Trustees Office has obtained three bids for future Service Award activities. It is recommended by the Board Clerk that the Secretary of the Board of Trustees be authorized, on behalf of the Board of Trustees, to enter into negotiations with Carroll Promotions to finalize a contract for Service Awards materials, and return to the Board with the completed Agreement for approval. Carroll Promotions has served the District in previous years, and provided the lowest cost proposal for this revised Service Award program (See Attachment # 22)

B. Retirement Program

It is recommended by the Board Clerk that the Retirement Recognition Program be adjusted to include a Board Resolution and Retirement Pin, outlining each retiree's accomplishments for the District, and to authorize the Secretary of the Board of Trustees negotiate with Carroll Promotions, returning a recommended Agreement to a future Board agenda.



4.06.07 Approve Adoption of Resolution Regarding Mitigated Negative Declaration and Filing of Notice of Determination for Coastline Community College Newport Beach Learning Center

After review by the College Vice President of Administrative Services and District General Counsel, it is recommended by the Interim Chancellor that the Board of Trustees adopt the following Resolution that declares that the Coastline Community College Newport Beach Learning Center, 1505-1515 and 1527-1533 Monrovia Avenue, Newport Beach, California could have a significant adverse effect on the environment, but there will not be a significant adverse effect in this case because the Mitigation Measures described in the Initial Study have been added to the project pursuant to the California Environmental Quality Act of 1970 (CEQA) and Procedures for Evaluation of Projects. The purpose of the Resolution is to disclose environmental impacts created by the development of this project.

The Mitigated Negative Declaration documentation was filed on this project with the State of California as prescribed, and no protests have been received during the statutory interval of time.

It is further recommended that authorization be given for the President of the Board to sign the Notice of Determination to be filed with the Orange County Clerk Recorder's Office. (See Attachment #19)

Coast Community College District Board of Trustees Resolution # 09-40

WHEREAS, the Coast Community College District has proposed a project to replace the Coastline Community College leased Costa Mesa Center located at 2990 Mesa Verde drive East, Costa Mesa, CA 92626, with the new Coastline Community College Learning Center ("Project") to be located at 1505-1515 and 1527-1533 Monrovia Avenue, Newport Beach, California; and

WHEREAS, the Project is proposed to consist of a three-story, approximately 67,000 square foot, higher education learning facility with on-site adjacent parking on an approximately 3.4 acre property located along the west side of Monrovia Avenue and north of the terminus of 15th street in the City of Newport Beach and further described under "Project Characteristics" in the Initial Study; and

WHEREAS, the District, through its consultant Michael Brandman Associates, prepared the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Project, including Appendices, a Mitigation Monitoring and Reporting Program for the Project, the Response to Comments Letter, and the Phase I report completed by Geosyntec Consultants; with all these documents being incorporated by reference in this Resolution; and

WHEREAS, the Coast Community College District Board of Trustees ("Board") has reviewed and considered the proposed Mitigated Negative Declaration of Environmental Impacts for the Project, including Appendices, and the Mitigation Monitoring and Reporting Program, the Response to Comments Letter, and the Phase I report completed by Geosyntec Consultants; and

WHEREAS, the Board has reviewed and considered all comments received during the public review process, as well as all oral or written comments submitted before the August 6, 2009 statutory deadline; and

WHEREAS, the Mitigation Monitoring and Reporting Program for the Project will ensure that all mitigation measures incorporated into the Project to reduce the potentially significant environmental effects of the Project to a less-than-significant level, and which are within the jurisdiction of the District to adopt and implement, will in fact be implemented by the District.

THEREFORE BE IT RESOLVED, the Board finds on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment, because the mitigation measures described in the Study and Mitigated Negative Declaration of Environmental Impacts have been made part of the Project description and agreed to by the District.

RESOLVED, the Board finds that the Initial Study and Mitigated Negative Declaration reflects the independent judgment and analysis of the District as lead agency for the Project.

RESOLVED, the Board approves and adopts the Mitigated Negative Declaration for the Project.

RESOLVED, the Board approves and adopts the Mitigation Monitoring and Reporting Program for the Project, and directs the District and College staff, in carrying out the Project, to implement and comply with: (1) the Mitigation Measures, which are described and referenced in the Initial Study and Mitigated Negative Declaration of Environmental Impacts; and (2) the Mitigation Monitoring and Reporting Program.

RESOLVED, the Board authorizes the President of the Board to sign the Notice of Determination to be filed with the Orange County Clerk Recorder's Office.

RESOLVED, the custodian of the documents comprising the record of proceedings is the District's Secretary of the Board of Trustees, or his designee, whose office is located at 1370 Adams Avenue, Costa Mesa, California 92626.

Additional Administrative Content

Action Agenda Details

Motion:

Created on Yesterday at 04:16 PM by CCCDAAdvc. Last update on 08/14/2009 by Jodi Rodriguez.

4.07 Resolutions

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.07 Resolutions****4.07.01 Adoption of Coast Community College District Board of Trustees
Resolution # 09-37****Resolution Honoring the City of Huntington Beach's Centennial Anniversary**

WHEREAS the City of Huntington Beach was incorporated as a Charter City in 1909 and is celebrating its centennial anniversary in 2009; and

WHEREAS the City of Huntington Beach is the home of Golden West College, a part of the Coast Community College District, which provides quality education for the community members of Huntington Beach; and

WHEREAS the City of Huntington Beach provides work opportunities for graduates of the Coast Community College District; and

WHEREAS the City of Huntington Beach recognizes the importance of honoring its past and leaving a legacy for future generations by using the centennial anniversary as an opportunity to educate, celebrate and commemorate and prepare for the next 100 years for its residents; and

WHEREAS the City's centennial celebration creates opportunities for service, educational, civic, faith-based, business and tourist organizations to participate and celebrate the Centennial and develops enriching programs and activities that will educate residents and visitors about the City's history; and

NOW, THEREFORE BE IT RESOLVED, that the Coast Community College District Board of Trustees, hereby recognize the City of Huntington Beach and its many outstanding contributions to Golden West College, its students, and our community and congratulates them on their centennial anniversary.

**4.07.02 Adoption of Coast Community College District Board of Trustees
Resolution # 09-38**

Orange Coast College has been awarded the California Department of Education, Child Development Division grant titled "**Harry & Grace Steele Children's Center General Child Care Grant**". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center General Child Care Funds for 2009-2010. Orange Coast College will receive \$238,222 from July 1, 2009 through June 30, 2010. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child

per day of full time enrollment for a minimum of 231 days of operation.

It is recommended by the Interim Chancellor that the following resolution be adopted by the Board of Trustees in order for the agreement to be accepted by the State:

Child Development Program Resolution

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2009-2010, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

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

4.07.03 Adoption of Coast Community College District Board of Trustees Resolution # 09-40

Resolution Supporting the Federal Government's Efforts to Increase Access to Healthcare

WHEREAS the number of uninsured in the United States exceeds 45 million people; and in the County of Orange there are 387,000 uninsured, many of which were employed and lost their benefits;

WHEREAS, the United States lacks a comprehensive health system that can serve all its residents; and

WHEREAS, the economy and government of the United States, since the Second World War, have relied upon private employers to provide health care benefits to citizens; and

WHEREAS, the history of health insurance development in the United States reflects the benefit provided by employers to augment salary and was a benefit that was earned as part of dedicated employment:

WHEREAS, as an institution of education we must advocate for benefits for our students we serve, since many of our constituents will eventually find employment, and be responsible for the health and welfare of their family units;

WHEREAS in the face of rapidly escalating costs and increasing shifts in manufacturing and global competition, private employers can no longer offer affordable healthcare benefits to their employees; and

WHEREAS, the budget reduction challenges public employers such as Coast Community College District to keep up with providing the best health care benefits to our employees while the cost of health care continues to rise; and

WHEREAS, as a health care provider for our students through our campus student health centers the Coast Community College District, finds it increasingly difficult to meet the needs of our students because they do not have health care insurance to take care of serious illnesses while attending college; and

WHEREAS, the skyrocketing cost of health care is driving up federal budget deficits, threatening to

bankrupt the Medicare system, forcing employers to drop or reduce healthcare benefits leaving workers and their families with monumental health debt; and

WHEREAS, President Obama has directed Congress to formulate a new health care system that provides coverage to the millions of uninsured, while making certain the plan is financially responsible, provides a public option, and is affordable to employers, employees and all levels of residents in our country.

NOW, THEREFORE BE IT RESOLVED, that on this day, the Nineteenth of August, Two-Thousand and Nine, the Coast Community College District Board of Trustees expresses its support of the Federal Government's efforts to increase access to healthcare, and

BE IT FURTHER RESOLVED, that the Coast Community College District Board of Trustees encourages all students within the District to learn more about the services provided by this District and utilize the college-provided healthcare services available to them.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 06/22/2009 at 10:13 AM by CCGDA dsvc. Last update on 08/14/2009 by Christian Tester.

4.09 Approval of Minutes

Meeting: 08/19/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content**4.08 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:

Regular meeting of: July 15, 2009
Special Meeting of: July 28, 2009

Additional Administrative Content**Action/Agenda Details**

Motion:

Created on 07/08/2009 at 02:03 PM by Jodi Rodriguez. Last update on 08/13/2009 by Jodi Rodriguez.

5.00 Public Comment (Items not on Agenda)

Meeting: 08/19/2009 Regular Meeting
Category: 5. Public Comment
Agenda Type: Information
Public Access: Yes

Agenda Item Content**5.00 Public Comment (Items not on Agenda)**

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

The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at this time. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

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

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Jodi Rodriguez. Last update on 08/12/2009 by Jodi Rodriguez.

Agenda Item

6.00 Adjournment

Meeting: 08/19/2009 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

Created on 08/22/2009 at 10:13 AM by Nancy Hill. Last update on 08/12/2009 by Jodi Rodriguez.

Regular Meeting
Board of Trustees
Coast Community College District
District Board Room

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

July 15, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on July 15, 2009 in the Board Room at the District Office.

1.00 Procedural Matters

1.01 Call to Order

Board President Jim Moreno called the meeting to order at 5:00 p.m.

1.02 Roll Call

Trustees Present: Jim Moreno, Jerry Patterson, Mary Hornbuckle, Walter Howald,
Lorraine Prinsky and Student Trustee Robert Lane

Trustees Absent: None

1.03 Public Comment (Open Session – Items on Agenda)

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

1.04 Recess to Closed Session

The Board recessed to Closed Session at 5:04 p.m. to discuss the following items:

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Classified Staff
 - a. 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. 30-2008-0108991
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. 30-2008-114263
Steidinger v. Coast Community College District, Orange County Superior Court Case No. 30-2008-109197
Coast Federation of Classified Employees v. Coast Community College District ("Me too" Grievance)
Campbell v. Coast Community College District (CFCE Arbitration)
Sleep v. Coast Community College District (CCCA-CTA/NEA Grievance)
Chambers v. Coast Community College District (CCCA-CTA/NEA 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

The Board reconvened to Open Session of the Meeting at 6:30 p.m.

1.06 Pledge of Allegiance

Board President Jim Moreno led the Pledge of Allegiance to the United States of America.

1.07 Report of Action in Closed Session

Christian Teeter, Secretary of the Board of Trustees reported that on a motion by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted unanimously to approve items 1-9 of Agenda Item 1.04.01 Public Employment, as it appears in the Agenda.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

Mr. Teeter further reported that on a motion by Mr. Patterson and seconded by Mr. Howald, the Board voted to approve item 10 of Agenda Item 1.04.01 Public Employment, as it appears in the Agenda.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

Mr. Teeter reported that on a motion by Mr. Howald and seconded by Ms. Hornbuckle, the Board voted unanimously to reject the claim filed by Mr. Kimball as listed as Item 1.04.04 of the Agenda.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

Lastly, Mr. Teeter reported that on a motion by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted unanimously to approve the agreement with Plato Learning as listed as Item 1.04.06 of the Agenda.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

1.08 Public Comment – Open Session (Items on the Agenda)

Mr. Neal Kelsey and Ms. Lynne Riddle addressed the Board regarding Agenda Item 1.04.01 Public Employment, item 5(b) Registered Nurse.

Dr. Eduardo Jesus Arismendi-Pardi addressed the Board regarding Agenda Item 4.11.01 Approval of Employment Agreement for Valerie Hayward, Interim Dean, Math & Science (OCC).

Ms. Lynne Riddle addressed the Board regarding a proposed amendment to the Orange Coast College Associated Students Bookstore contract. This item had previously been heard at the Regular Board Meeting of June 17, 2009 and continued to a later date once additional information could be obtained.

1.09 Acceptance of Retirements

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

Faculty

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

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

Classified

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

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

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to accept these retirements.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

Interim Chancellor Ding-Jo Currie welcomed Interim Orange Coast College President, Denise Whittaker. In addition, Dr. Currie provided a report to the Board.

2.01.02 Reports from the Presidents

The following college presidents or designee provided reports to the Board:

Wes Bryan, Golden West College (GWC)

Acting President, Cheryl Babler, Coastline Community College (CCC)
Interim President, Denise Whittaker, Orange Coast College (OCC)

2.01.03 Reports from the Officers of Student Government Organizations

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

Kris Cutting, Student Senate, Orange Coast College
Lyvyane Tran, Associated Students, Golden West College

2.01.04 Reports from the Academic Senate

The following Academic Senate Presidents provided reports to the Board:

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

2.01.05 Reports from Employee Representative Groups

A report was presented by:

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

2.01.06 Reports from the Board of Trustees

Board Members provided individual reports and each took a moment to welcome Denise Whittaker, Interim President, Orange Coast College.

2.01.07 Reports from the Board Committees

Ms. Hornbuckle provided a report on the Accreditation Committee, and Mr. Howald provided reports on the Career and Technical Education Committee and the Land Development Committee. Further, Board President Moreno provided an Audit Committee report.

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

Interim Chancellor Dr. Currie reported that this item will be reported on at the September 16, 2009 Board Meeting.

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates presented in the July 15, 2009 Agenda.

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

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

2.02.03 Opportunity for the Board to Review the Board Directives Log

Following review and discussion of the Board Directives Log, it was moved by Mr. Howald and seconded by Mr. Patterson that Board Log item # 4, KOCE-TV, as listed on the July 15, 2009 Board Log be moved to the August 19, 2009 Board Meeting and that Interim Chancellor Dr. Currie provide a full status report at that time.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

In addition, it was moved by Mr. Moreno and seconded by Mr. Patterson that Interim Chancellor Dr. Currie provide Board President Moreno with a full status report on September 1, 2009 regarding Board Log item # 7 as it appears on the July 15, 2009 Board Log, and include a report of progress of President Obama's American Graduation Initiative, and that Dr. Currie would further present her report at the September 2, 2009 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

2.02.04 Opportunity for the Board of Trustees to Review Policy 080-1-2, "Confidential Employees"

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve amendments to Policy 080-1-2, "Confidential Employees".

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Patterson and seconded by Mr. Howald to approve the Orange Coast College Presidential Profile.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

2.03 Review of Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the July 15, 2009 Agenda.

3.00 Consent Calendar

Upon review, the following items were removed from the Consent Calendar for further review and discussion.

1. Agenda Item 3.03.01 Authorization for Special Projects – Coastline Community College. This item was removed entirely from the Agenda as the event had been cancelled.
2. Agenda Item 3.03.15 Authorization for Community Activities – Orange Coast College, Professional Experts, was removed entirely from the Agenda.
3. Agenda Item 3.03.05 Authorization to Apply for Funded Programs was removed from the Consent Calendar for further discussion.
4. Agenda Item 3.06.01 Approval of Purchase Orders was removed from the Consent Calendar for further discussion.
5. Agenda Item 3.06.06 Approval of Contractors Pursuant to District Standard Annual Agreement for Contractor Services for FY 2009-2010 was removed from the Consent Calendar for further discussion.

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Consent Calendar, with the exception of the items removed as indicated above.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

It was moved by Mr. Patterson and seconded by Mr. Howald to approve Purchase Orders in Agenda Item 3.06.06 with dollar amounts up to and including \$ 50,000.00. It was further moved that all Purchase Orders over \$50,000.00 with the exceptions of Purchase Orders PO316994, PO316993, PO316995 and PO31965 be approved for one-half only of their stated dollar amount. PO316994, PO316993, PO316995 and PO31965 are to be approved for their full dollar amount as stated in the Agenda.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

It was moved by Mr. Patterson and seconded by Mr. Howald to approve Agenda Item 3.03.06 with the addition that contractor services for new work will not exceed \$15,000. Board President Moreno amended this motion to include that the Chancellor may approve contractor services for repair work exceeding \$15,000.00 up to the statute threshold.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

It was moved by Mr. Patterson and seconded by Mr. Howald following discussion and review by General Counsel to approve Agenda Item 3.03.05, stating that the item should have read "Authorization for *Acceptance* of Funded Programs" and not "Authorization to *Apply* for Funded Programs".

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: Monthly recurring charges are \$1980

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Howald and seconded by Dr. Prinsky to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: Gross income of \$119,860

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve the Agreement with Neo Networking Inc., a California corporation with offices located at 400 Continental Blvd, 6th 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: \$3,000 per month

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Howald and seconded by Mr. Patterson to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: No additional cost resulting from Amendment.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Patterson and seconded by Dr. Prinsky to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: No additional cost resulting from Amendment.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to 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". It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Lane and seconded by Mr. Howald to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Lane and seconded by Mr. Moreno to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Howald and seconded by Mr. Moreno to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.03 Approval of Agreements – 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

It was moved by Ms. Hornbuckle and seconded by Mr. Lane to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Lane and seconded by Mr. Howald 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). It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Howald and seconded by Dr. Prinsky to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Fiscal Impact: \$3,470.76

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Lane and seconded by Mr. Howald to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Memorandum of Understanding and any related documents.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Howald and seconded by Dr. Prinsky 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*).

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

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

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to 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. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Howald and seconded by Ms. Hornbuckle 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."

Fiscal Impact: NTE \$22,000

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
 No: None
 Absent: None

4.05 Buildings and Grounds Approvals

4.05.01 Authorization to File Notice of Completion

It was moved by Mr. Lane and seconded by Ms. Hornbuckle 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

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
 No: None
 Absent: None

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 was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to change signatories for the Coastline Community College Union Bank Accounts as shown below:

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
Account # 4559602545

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
Vangie Meneses, Vice President of Student Services

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.07 General Items of Business – District

4.07.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College

It was moved by Mr. Moreno and seconded by Mr. Howald to 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.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.07.02 Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2010

It was moved by Mr. Howald and seconded by Dr. Prinsky 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.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.07.03 Authorization to Rent Short-Term Facilities for Classroom Purposes (Coastline Community College, Golden West College, and Orange Coast College)

It was moved by Mr. Howald and seconded by Ms. Hornbuckle 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.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.07.04 Approval of Change in Signatories for District Union Bank Accounts

It was moved by Mr. Howald and seconded by Ms. Hornbuckle 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

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.08 Policy Implementation

4.08.01 Adoption of Board of Trustees Policy 040-11-2 "Identify Theft Prevention"

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to adopt Policy 040-11-2 "Identity Theft Prevention"

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.09 Resolutions

4.09.01 Coast Community College District Board of Trustees Resolution #09-34, Identity Theft Prevention Policy.

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to adopt Resolution #09-34, Identity Theft Prevention Policy.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

**4.09.02 Coast Community College District Board of Trustees Resolution #09-35,
Resolution Establishing Appropriation Limit, Gann Initiative for 2009-2010**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt Resolution #09-35 Establishing Appropriation Limit, Gann Initiative for 2009-2010.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

**4.09.03 Coast Community College District Board of Trustees Resolution #09-36,
Resolution Expressing Interest and Support for the American Graduation
Initiative.**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to add Resolution #09-36, Resolution Expressing Interest and Support for the American Graduation Initiative, to the Agenda at this point as an urgent matter which arose subsequent to the publication of the Agenda.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

It was moved by Mr. Moreno and seconded by Mr. Patterson to adopt Resolution #09-36, Resolution Expressing Interest and Support for the American Graduation Initiative.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.10 Approval of Minutes

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Minutes from the Special Meeting of June 3, 2009, Special Meeting of June 10, 2009, and the Regular Meeting of June 17, 2009 with one change to the Minutes of June 17, 2009.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.11 Personnel Action Item

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

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the Employment Agreement with Valerie Hayward. It was further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents.

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

5.00 Public Comment (Items not on the Agenda)

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

6.00 Adjournment

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

Motion carried with the following vote:

Aye:	Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

The meeting was adjourned at 9:13 p.m.

Secretary of the Board of Trustees



Special Meeting
Board of Trustees
Coast Community College District
District Board Room
5:00 p.m. Special Meeting
July 28, 2009
Minutes

1. Call to Order

Board President Jim Moreno called the meeting to order at 5:00 p.m.

2. Pledge of Allegiance

Board Clerk Jerry Patterson led the Pledge of Allegiance to the United States of America.

3. Roll Call

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

Trustees Absent: Mary L. Hornbuckle and Student Trustee Robert Lane (excused)

4. Opportunity for Public Comment (Items on the Agenda)

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

5. Recess to Closed Session

The Board recessed to Closed Session at 5:04 p.m. to discuss the following items:

a) Conference with Legal Counsel – Existing Litigation (Pursuant to Government Code Section 54956.9(a))

Jeannette Faber v. Coast CCD, Orange County Superior Court Case No. 30-2009-00126090

b) Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Dr. Ding-Jo H. Currie, Interim Chancellor

Employee Organization:

Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

6. Report of Action from Closed Session (if any)

The Board reconvened to Open Session of the Meeting at 6:15 p.m.

Christian Teeter, Secretary of the Board of Trustees reported that on a motion by Mr. Howald and seconded by Mr. Patterson the Board voted 4-0 to defend the District in litigation in the case of *Jeannette Faber vs. Coast CCD*, Orange County Superior Court Case No. 30-2009-00126090.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, and Dr. Prinsky
No: None
Absent: Ms. Hornbuckle

Mr. Teeter further reported that on a motion by Mr. Howald and seconded by Mr. Patterson the Board voted 4-0 to approve the Memorandum of Understanding between Coast Community College District and Coast Federation of Educators/American Federation of Teachers as revised with section 10(a).

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, and Dr. Prinsky
No: None
Absent: Ms. Hornbuckle

7. Resolution #09-37 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Mr. Patterson and seconded by Mr. Howald the Board voted 4-0 to approve Resolution #09-37 Authorizing Payment to Trustee Mary L. Hornbuckle for being absent from the Board Meeting due to hardship.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, and Dr. Prinsky
No: None
Absent: Ms. Hornbuckle

8. Adjournment

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

Aye: Mr. Moreno, Dr. Prinsky, Mr. Howald and Mr. Patterson
No: None
Absent: Ms. Hornbuckle

The meeting was adjourned at 6:16 p.m.

Secretary of the Board of Trustees

COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES' DIRECTIVES LOG

Prepared by the Secretary of the Board of Trustees

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
1	5/20/09	Jerry Patterson 2 nd Lorraine Prinsky	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	P
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 nd 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 nd 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.	August 19, 2009	P
5	05/06/09	Walt Howald 2 nd 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 nd Walt Howald	Interim Chancellor	Revisit Participatory Governance Policies and Procedures	September 16, 2009	P
7	7/16/08	Walt Howald; 2 nd 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. Written status report on progress of President Obama's American Graduation Initiative.	Report due September 1, 2009 for September 2, 2009 Board Meeting.	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
8	8/6/08	Jerry Patterson; 2 nd 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 responsibilities in relation to the Academic Senate	September 16, 2009	P
9	9/17/08	Jim Moreno; 2 nd 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 nd 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

NON-STANDARD CLINICAL AFFILIATION AGREEMENT

EEG Technologist

This Standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009 by and between the Coast Community College District, a public educational form agency ("District"), located at 1370 Adams Avenue, Costa Mesa, California, and **CHILDRENS HOSPITAL LOS ANGELES** ("Clinical Facility"), located at **4650 Sunset Blvd., Los Angeles, CA 90027.**

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates **Orange Coast College** ("College") and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement ("the Program");

WHEREAS District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

"District" shall refer to the Coast Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successor and assigns;

"College" shall refer to **Orange Coast College**, and each of its instructors, employees, agents, representatives and assigns;

"Clinical Facility" shall refer to **Children's Hospital of Los Angeles**, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in Attachment 1 to this Agreement; and

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. **Clinical Experience Rotation.** Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and in compliance with the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320

through d-8 ("HIPAA") and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement. Clinical Facility reserves the right to interview any student selected for a rotation prior to accepting that student for training at clinical facility.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. Application Procedure; Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation. Each Student shall be required to read and sign a Student Participation Agreement (Attachment #2 hereto).

5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.

6. Academic Year. The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s) and subject to alteration by Clinical Facility with consideration to clinical staff and space available.

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.

9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules. (See Attachment #2 - Student Participation Agreement.)

In providing the students with the clinical experience rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential. District and Clinical Facility each 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. District and Clinical Facility each 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"). Neither party shall 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 Clinical Facility and the requirements of HIPAA and the Regulations.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the Clinical Facility for the faculty and students.

13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.

14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the Rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.

17. Ongoing Communication/Evaluation. Clinical Facility shall use reasonable efforts to hold regularly scheduled meetings with College and Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide students with all educational materials required during the clinical program.

19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours, provided that students may not borrow books.

20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

21. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried By District. District shall assure coverage of professional liability insurance coverage for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof, District shall provide workers' compensation coverage with the statutory requirements of California law for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility and while under the direction of the District. In the event the required professional liability insurance coverage is through a "claims made" policy and is either canceled, replaced or non-renewed, District shall obtain extended reporting ("tail") insurance coverage for an unlimited period. District shall deliver to Clinical Facility a certificate of insurance evidencing such coverage on or before the date of execution of this agreement. Upon request Clinical Facility shall be provided a copy of said policy. District shall give Clinical Facility at least 30 days prior written notice of any proposed reduction or cancellation of such coverage below the amounts stated in this Paragraph.

23. Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), providing professional services at Clinical Facility, except for District's students and College faculty or District employees, agents or representatives in the amount of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

24. Student Health Records. Any student participating in a rotation shall provide Clinical Facility a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require any student to 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 the student. Any student participating in a rotation shall provide verification of annual T. B. screening, immune status for rubeola, rubella, and chicken pox, Hepatitis B (or signed waiver for Hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate, at the Student's or College's expense.

26. Confidentiality Of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student applications; (ii) student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the ROTATION, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction or (iii) disclosure is required by law.

27. Student Background Check. All students are required to have completed and submitted a pre-clinical background check including social security number and address verification, a minimum of three county criminal history, seven years history of a sex offender database search and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The results of the background checks will be provided to the Clinical Facility upon request.

28. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or

certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

29. Indemnification by District. District agrees to indemnify, defend, and hold harmless Clinical Facility and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of District, for any costs and expenses incurred by Clinical Facility on account of any claims therefore except where such indemnification is prohibited by law.

30. Indemnification by Clinical Facility. Clinical Facility agrees to indemnify and hold harmless District and its authorized agents, officers, trustees, employees, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of Clinical Facility, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Clinical Facility, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

A party seeking indemnification (the "Indemnified Party") shall notify the other party (the "Indemnifying Party") in writing of any claim or the commencement of any action or proceeding that the Indemnified Party believes is subject to indemnification (collectively referred to as the "Claim"). The Indemnified Party shall also forward all documents in its possession and communicate all information known by it to the Indemnifying Party, to the extent such documents and information are relevant to the Claim. If the Indemnified Party fails to notify the Indemnifying Party of a Claim as set forth above, or fails to promptly provide relevant information in its possession regarding the Claim, and if the Indemnifying Party is prejudiced thereby in its ability to defend the Claim, the Indemnifying Party shall be relieved of any liability to the Indemnified Party to the extent of such prejudice.

The Indemnifying Party shall have the right, at its option and sole expense, to assume sole responsibility for defending or settling the Claim, and shall have the right to use legal counsel of its choice. If the Indemnifying Party exercises this option, (i) it shall notify the Indemnified Party, (ii) the Indemnified Party shall cooperate in the settlement or defense of the Claim, and (iii) the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with settling or defending the Claim.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

32. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

33. Effective Date Termination. This Agreement shall become effective on July 28, 2009, and shall remain in effect until June 30, 2014, unless sooner 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. In the event a rotation is in progress, any written notice to terminate with or without cause shall

become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, courier with delivery confirmation or by U.S. mail, certified. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.

To Clinical Facility:
Childrens Hospital of Los Angeles

4650 Sunset Blvd. MS#74
Los Angeles, CA 90027

323-361-5090
Attention: Suzanne Taylor

To Orange Coast College:

President
Orange Coast College
2701 Fairview Rd PO Box 5005
Costa Mesa CA 92628-5005

With a copy to:

Vice Chancellor
Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

36. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility:

Childrens Hospital Los Angeles

By: Suzanne Taylor

Typed Name: Suzanne Taylor, RN, MSN

Title: Director, Clinical Education &
Professional Development

Date: July 28, 2009

Orange Coast College

By: _____

**Kevin Ballinger, Dean
Consumer & Health Sciences**

By: _____

**Richard Pagel, Vice President
Administrative Services**

Coast Community College District

By: _____

President, Board of Trustees

Date: _____

ATTACHMENT 1 f
To Standard Clinical Affiliation Agreement

Orange Coast College

NEURODIAGNOSTIC TECHNOLOGY

Program Director/Coordinator: Walter R. Banoczi
(714) 432-5591

of
Students

1-2 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.

1-2 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.

1-2 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.

1-2 NDT 289 - Clinical Experience 4

1-2(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.

1-2 NDT 298 - Clinical Internship

(32 hrs/wk/4 wks - spring semester)

Clinical internship to perform neurodiagnostic testing at affiliated 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.

STUDENT PARTICIPATION AGREEMENT

For The

EEG Technologist - Golden West College and Allied Health Programs - Orange Coast College

This Student Participation Agreement is entered into by and between the Coast Community College 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. **Compliance With Laws, Rules and Regulations.** 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. **Background Check.** 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 state sex offender search, and a Medicare/Medicaid 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. **No Unsupervised Patient Care.** 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. **Confidentiality.** 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.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold 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.

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. No Right to Employment/Removal. 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 six-month 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. Acknowledgement. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 5, and the Assumption of Risk requirement in paragraph 6. Student has read and agrees to abide by and comply with all terms of this Participation Agreement. Student understands that failure to abide by and comply with any term may 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.

Dated: _____

Student

Student ID Number

RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement ("Agreement") is made and entered into by and between **Coast Community College District** ("Client") and Keenan & Associates ("Keenan"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. Client has established a Workers' Compensation program for the benefit of its employees ("Program").
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from **July 1, 2009** through **June 30, 2010** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A for claims submitted under the Program that have not been processed to completion prior to commencement of this Agreement by a claims administrator other than Keenan who previously provided claims administration services for Client ("Run-Off Claims").
- B. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.
- C. Keenan's services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program.
- D. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Program and any other special rules that Client informs Keenan about in writing.



3. **CLIENT'S DUTIES AND RESPONSIBILITIES:**

- A. Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services outlined in Exhibit A at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities arising from Keenan's fulfillment of its obligations under this Agreement that are Keenan's fault and Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Five Million Dollar (\$5,000,000) limit of liability for each occurrence and a Ten Million Dollar (\$10,000,000) aggregate limit of liability.
- (3) Professional Liability Insurance. Professional Liability Insurance with a Five Million Dollar (\$5,000,000) limit of liability for each occurrence and a Ten Million Dollar (\$10,000,000) aggregate limit of liability.

9. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

10. **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Agreement, except if due to a parties' negligence or wrongdoing, in no event shall the non-negligent party be liable for any punitive damages, lost profits or revenues, fines, penalties, taxes or any indirect, incidental, special or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort or otherwise, arising out of or in connection with this Agreement even if advised of the possibility

of such damage. The parties further agree that liability under this Agreement shall be limited to, and shall not exceed, the amount of insurance coverage outlined in this Agreement, to the extent that it is available.

11. DISPUTE RESOLUTION:

Disputes that may arise out of or relate to this Agreement, other agreements or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement), shall first be resolved by good faith negotiations between the parties. If either party determines that they are not able to resolve the dispute through negotiation (including non-binding mediation if the parties desire,) then the dispute shall be submitted to, and resolved by, final and binding arbitration in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Negotiation, mediation and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitration tribunal (or pending the arbitration tribunal's determination of the merits of the controversy). The Arbitrator shall apply California substantive law and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

12. TERMINATION:

A. Either party may terminate this Agreement upon the occurrence of any of the following events:

- (1) Upon 60 days written notice by either party;
- (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
- (3) The dissolution or insolvency of either party;
- (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
- (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.

- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.
- C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.
- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

13. SOLICITATION OF EMPLOYEES:

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.

14. MARKETING:

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

15. OTHER RELATIONSHIPS:

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

16. **GENERAL:**

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a

copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Coast Community College District

Signature: _____
By: C.M. Brahmbhatt
Title: Vice Chancellor,
Administrative Services
Address: 1370 Adams Avenue
Costa Mesa, CA 92626
Attention: C.M. Brahmbhatt
Date: _____

Keenan & Associates

Signature: _____
By: Tara Schilling
Title: Senior Vice President
Address: 2355 Crenshaw Blvd.
Ste. 200
Torrance, CA 90501
Attention: Greg Trapp
Date: _____

EXHIBIT A SERVICES

1. Claims administration.

- A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- H. Maintain and establish reserve estimates for each reported claim.
- I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- K. Arrange and supervise rehabilitation services where appropriate.
- L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
- M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.

2. Medical administration.

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will select, with Client's approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.

4. Risk management services.

- A. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.
- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.

C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.

D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.

5. Statistical

A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.

B. Report to Client quarterly loss analysis of claims filed by frequency and severity.

C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.

D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.



**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

\$15,400, payable quarterly commencing on July 1, 2009

EXHIBIT C



Partnership for the Review and Integration of Medical Expense

These fees will be charged to the Claim Files as incurred.

SERVICE FEES

MANAGED CARE SERVICES

- Early Intervention Initial Assessment/Triage \$ 45 / Hour
- Total Case Management \$ 94 / Hour
 - PPO Channeling
 - 4 PT Contact
 - Initial Evaluation
 - RTW Plan
- RN File Review \$ 94 / Hour
 - Medical Care Evaluation
 - RTW Evaluation
 - Written/Case Management Action Plan
- Physician Advisor \$ 175 / Hour
 - Medical Necessity Determination
 - Physician-to-Physician Contact
- Physician Medical Record Review \$ 250 / Hour
 - Assessment Report of Medical History

IN PATIENT STAY REVIEW

- Pre-Admission Review \$ 94 / Hour
- Concurrent Stay Review
- Discharge Coordination

- UTILIZATION REVIEW \$ 94 / Hour



BILL REVIEW

TYPE OF SERVICE

- Professional
- In-Patient Hospital
- Out-Patient Hospital
- Pharmacy
- Negotiated
- Medical EDI processing (Effective 1/1/09)

FEE:

Flat Rate - \$4.50 per bill plus \$ 1.25 per line
Plus 24% of PPO Savings below OMFS

No flat fee or per line charge, 24% of total savings

No flat fee or per line charge, 18% of total savings

No flat fee or per line charge, 20% of PPO savings below OMFS

No flat fee or per line charge, 24% of total savings

Flat Rate - \$4.50 per bill plus \$ 1.25 per line
(Medical Non-Reviewable, Medical Transportation, Zero pay due to an objection, etc.)





Prometric
2000 Lenox Drive
Suite 300
Lawrenceville, NJ 08648-2413
Tel 609-895-5000 Fax 609-895-5022

PROMETRIC



May 14, 2009

Identification Code: «7233»

LETTER OF AGREEMENT

Mr. Shaw Mann
Manager, Military Outreach Programs
Coastline Community College
1800 Dong Xoai Avenue
Building 60, Room 239
Gulfport, MS 39501

Dear Mr. Mann:

Prometric permits accredited institutions under agreement to administer dsst™ ("DSST") Tests as part of its program administering tests for college credentials. This Letter of Agreement ("LOA" or "Agreement") establishes the terms and conditions between Prometric Inc. a Delaware Corporation and [Coast Community College District (Coastline Community College)] ("Operator") (individually a Party, together the Parties) for the administration of DSSTs via internet-based delivery ("iBT") and paper and pencil delivery at a testing facility provided by the Operator.

The effective date of this Agreement is the date it is signed by the Operator ("Effective Date").

Prometric and Operator agree as follows:

1.0 TERMS. The terms below are used throughout the Agreement and shall have the following meanings:

Candidates are individuals who register for and take Prometric's DSSTs.

Item means a single question or problem that may appear on a Test. **Item Bank** means a pool or group of Test Items from which a specific number are combined to comprise a Test.

Test means a DSST administered exercise, authorized by Prometric and designed to examine a Candidate's progress or test qualifications or knowledge.

Test Center or Testing Facility means a facility provided by Operator and approved by Defense Activity for Non-Traditional Education Support ("DANTES") that is convenient for access by Candidates (including those who are disabled) and suitable for secure testing purposes, as specified by Prometric in the Manual and approved by Prometric. The Operator and Testing Facility are to conform, at a minimum, to the standards set forth in the "Americans with Disabilities Act of 1991", where applicable. The Testing Facility is located at the address above.

Test Center Administrator ("TCA") or Proctor means the staff responsible for administering the Test including Candidate check-in, the running of the test administration software, providing Candidate problem reports,

communicating with the help desk, supporting the initiation of the lockdown browser shell and the close of lockdown browser shell activities, and other activities.

Testing Room. A room in the Test Center or Testing Facility convenient for access by Candidates and suitable for administering the type of Tests described herein.

2.0 OPERATOR'S RESPONSIBILITIES.

Operator agrees that it will provide at Operator's sole expense all of the following:

2.1 iBT Delivery.

2.1.1 Software Security. Operator agrees to maintain and utilize Prometric's required software security mechanisms, which will be used to maintain the security of all proprietary and confidential information, Tests and Test Items. Operator agrees to accept and implement within thirty (30) days of notification all changes to security procedures that Prometric deems necessary.

2.1.2 Physical Security. The Testing Room within which testing is conducted must meet the following standards:

- Operator agrees to install physical security measures that Prometric deems appropriate to ensure that security breaches do not occur;
- Must be an enclosed room, not allowing through traffic;
- Workstations must be placed such that a Candidate cannot view another Candidate's computer screen, or the Operator must install privacy panels and/or partitions; and
- Testing Room shall not have drawers or cabinets accessible by Candidates inside the Testing Room.

Additionally, the following security procedures must be followed:

- Operator agrees to ensure the confidentiality of the Tests' contents and that security breaches (e.g. coaching, any form of copying, attempt to access Item Banks for other than for testing, etc.) do not occur;
- Operator agrees to provide secure storage of Candidate's belongings, which cannot be brought into the Testing Room(s) (e.g. purses, briefcases, cell phones, pagers, Palm Pilots, Personal Digital Assistants, etc.);
- Operator agrees to maintain and institute any new security procedures as instructed by Prometric. (Within thirty (30) days for existing Testing Facilities. New Testing Facilities must have these procedures in place before operation); and
- Operator agrees to notify Prometric of any breach of security, any attempted cheating, any flaw in the physical or software security systems or any other security breach that it is or becomes aware of. Such notice shall be given to Prometric via telephone call directly to Prometric at 866-794-3497 immediately upon discovery, and confirmed in writing the next business day after such breach is discovered.

2.1.3 Test Security

- **Lockdown Browser.** Operator agrees to comply with the Lockdown Browser instructions and the Lockdown Browser closure instructions as described in the *DSST Test Administration Guide*. Operator agrees to ensure that all Lockdown Browser steps are completed prior to launching a Test, and Operator will ensure that the Lockdown Browser is closed following the completion of each Test.

2.1.4 Technical Requirements. Operator will meet all technical requirements as described in the *DSST Test Administration Guide*.

2.1.5 Site Readiness Process. Operator agrees to comply with the Site Readiness Process as described in the *DSST Test Administration Guide*.

2.2 Paper and Pencil and Oral Delivery

2.2.1 The *Principles of Public Speaking* examination consists of two sections: (1) multiple-choice examination delivered via paper and pencil; and (2) an impromptu speech (verbal) section recorded on a cassette tape.

2.2.2 Test Delivery of the Principles of Public Speaking Examination. Operator agrees to administer this paper-based examination to Civilian candidates only. Operator also agrees to collect the DSST test fee from the examinee for this examination as described in the *DSST Test Administration Guide*.

2.2.3 Rental of the Tests will include standard scoring services for a fee of \$80 test. *Payment for the Tests must be submitted with the answer sheets* following each administration in the form of a U.S. Money Order, Certified Check (made payable to "Prometric"), or by Credit Card (Visa, Master Card, or American Express). Credit cards are processed at Prometric. Personal checks are not an acceptable form of payment; however a check from the College is satisfactory. An official institutional check is, however, an acceptable alternative. Prometric will retain a file of scores and will provide additional transcript services to students at for a standard transcript fees. (Arrangements can also be made to establish a corporate credit card account number on file with Prometric to which Test fees would be applied upon receipt of used test materials.)

2.2.4 Test Security. Operator must maintain Test security at all times. During the time that Tests are in the custody of Operator, they are to be kept in secure, locked storage accessible only to authorized personnel at your institution. Test books must not be shipped to another campus for administration. You or your designated on-campus administrator should administer DSST Tests that are sent to you.

2.2.5 Operator assumes responsibility for administering the Tests in accordance with procedures outlined in this Agreement and the *DSST Test Administration Guide*. Used and unused Test materials with answer sheets must be returned to Prometric immediately following the test administration, or no longer than 45 days after you received them in a secure and traceable method, such as UPS, Federal Express, DHL, or Airborne Express. Registered, Certified and First Class Mail are NOT considered secure or traceable. Do not use U.S. Mail.

2.3 Overall Operator Responsibilities.

2.3.1 Candidate Registration. Candidates will register for Tests directly with the Operator.

2.3.2 Data Privacy. Operator agrees that it will only use Candidate names or Candidate-related personal information obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this LOA. Operator will not use Candidate names or Candidate-related personal information obtained under this LOA in any mailing or marketing-related activities, or provide or sell such names or personal information to any third party or use Candidate names or information for any other purpose without Prometric's prior written approval. Additionally, Operator agrees to abide by the terms and conditions of the Prometric Data Privacy Policy, as it is communicated and updated from time to time.

2.3.3 TCAs/Proctors. Operator will provide staff to be trained as TCAs/Proctors to administer the Tests. TCA/Proctor requirements include:

2.3..1. Must be 18 years of age or older.

2.3..2. Must be full- or part-time permanent staff employed at the Testing Facility.

2.3..3. Must complete training for Test administration activities prior to administering the Test.

2.3..4. Must not provide access to a Test or administer a Test to any family member or member of household.

- 2.3..5. Must not sit for or take a DSST Test while employed as a TCA/Proctor, and must not take a DSST Test for twelve (12) months after Prometric has been notified that the TCA's/Proctor's employment has ended.
- 2.3..6. Must not assist Candidates by disclosing Test questions, including, but not limited to the following methods: copying, photographing, screen view printing, digital transfer, transfer by handwritten use, audio or video recording, any electronic means or technology, or relay by word of mouth.
- 2.3..7. Must not administer Tests to any Candidate who does not follow standard Prometric operating procedures as outlined in the *DSST Test Administration Guide*.

2.3.4 Test Launch. When testing unfunded civilians, credit card information must be entered at the workstation in order for the Test to launch via iBT delivery. The credit card will be charged a \$70.00 Test fee.

2.3.5 Test Access. Operator will ensure that Tests are accessed and used only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.

2.3.6 Test Administration. Operator will assume responsibility for administering the Tests in accordance with proper procedures outlined in this LOA and the *DSST Test Administration Guide*.

2.3.7 Contact Information Changes. *Prometric must be notified in writing using the DSST Contact Update Form whenever there is a change in contact information, including mailing address and/or telephone number changes, and the addition or deletion of a TCA/Proctor.*

2.3.8 Testing Facility Visits/Audits. Operator will permit Testing Facility visits and will permit the Testing Facility to be audited for the purpose of determining causes of irregularities in operational procedures, TCA/Proctor performance, Testing Facility performance, and security requirements.

Under- or non-performing TCAs and Proctors may be required to receive additional training at Prometric's request and Prometric reserves the right to require replacement of an under- or non-performing TCA or Proctor.

3.0 PROMETRIC'S RESPONSIBILITIES.

Prometric will provide the following services:

3.1 Administration Guide. Prometric will provide an administration guide, the *DSST Test Administration Guide* for TCAs and Proctors who will administer DSSTs at Operator's Testing Facility.

3.2 Manage TCA/Proctor iBT Access. Prometric will manage TCA/Proctor access to the iBT system by facilitating the username and password process for the TCAs/Proctors at the Testing Facility.

3.3 Access to Test. Prometric shall grant Operator access to the Tests to use only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.

3.4 Technical Assistance. Prometric will provide technical assistance to the Testing Facility and TCAs/Proctors during Test administrations as outlined in the *DSST Test Administration Guide*.

3.5 Lockdown Browser. Prometric will provide Lockdown Browser instructions to Operator to access the DSSTs via the Internet and to close a testing event following completion of testing.

4.0 TERM AND TERMINATION. The Term of this LOA shall be one (1) year from the Effective Date. The LOA shall automatically renew for one-year periods each year on the anniversary of the Effective Date. Either Party may terminate the LOA for convenience by providing thirty (30) days prior written notice to the other Party. Prometric may terminate this LOA upon notice to Operator at any time for Operator's breach of any its obligations set forth herein.

5.0 TEST ADMINISTRATION FEES. *See Exhibit A regarding Test Administration Fees.*

- 6.0 **OWNERSHIP.** Operator acknowledges and agrees that Prometric holds all proprietary and ownership rights, including, but not limited to, copyright, trade secret and patent in the Prometric Systems, all Test forms, individual Test Items, the manuals, forms and materials, and any other software, manuals, documentation, secure test administration or operational procedures which were previously developed or will be developed by Prometric and which will be provided to the Operator to perform its responsibilities under this LOA.

7.0 **GENERAL.**

- 7.1 **Confidentiality.** Operator shall keep confidential all confidential information provided to it pursuant to this LOA. Operator shall hold Prometric owned materials, all Tests delivered on behalf of Prometric, testing exhibits, business information, manuals, reference guides, and the pricing and terms of this LOA in confidence and shall not use, disclose, copy or publish any such information without the prior written approval of Prometric, except where required by law or order of governmental authority. Operator shall safeguard such information to the same extent it safeguards its like information but in no event utilizing less than a reasonable degree of care.
- 7.2 **Warranties and Indemnity.** Each Party represents and warrants that it has the right to enter into this LOA and to perform its obligations hereunder and the performance of its obligations will not violate the rights of any third party. Each Party indemnifies the other against any claims, suits or demands of any third party from the indemnifying Party's breach of its warranties or obligations under this LOA.
- 7.3 **Relationship of the Parties.** Nothing in this LOA is intended to create an employee or agent relationship. Neither Prometric nor the Operator shall have the power or authority to pledge or bind the other in any manner for any purpose to any third party.
- 7.4 **Insurance.** During the term of this LOA, Operator will maintain a Commercial Liability Insurance policy. Such policy will provide for a combined limit of US\$1,000,000.00 for each occurrence. If the Test Center is a State-owned college or university, the Operator shall provide such coverage as allowed by law for the state where Test Center resides. Upon request, Operator shall produce adequate proof and assurance of such coverage to Prometric during the term of the LOA.
- 7.5 **Non-Discrimination.** In carrying out its obligations under this LOA, Operator agrees not to discriminate unlawfully against any employee or applicant for employment because of race, color, religion, sex, sexual preference, age, handicap, disability, national origin, ancestry, or veteran status.
- 7.6 **Entire Agreement.** This LOA is the entire agreement between the Parties for iBT delivery of the DSSTs and supersedes all prior representations and agreements, either oral or written. The Parties may modify or amend this LOA only in writing and must be approved by Prometric.

8.0 **CREDIT AWARD STATUS FOR DSSTs.**

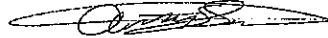
Check one:

- ☒ The Operator agrees to award credit on the basis of acceptable DSST scores. Acceptable scores may be determined as recommended by the American Council on Education, or the Operator may determine its own standards of acceptable scores.
- ☐ The Operator agrees to administer the DSSTs and does not award credit.

Should this LOA be signed in English and a local language, in the event of any conflict or inconsistency between the English and local language version of the LOA, the English version shall control.

By signing this Agreement, the Operator agrees to follow the requirements as set forth herein and in written procedures and operations manuals provided by Prometric. A fully executed copy of this Agreement must be returned for this Agreement to be valid.

Sincerely,



Anthony Scicchitano
General Counsel

ACCEPTED AND AGREED TO:

By: _____

President, Board of Trustees Signature

Print or Type Name

Title: _____

By: _____

Test Administrator Signature

Print or Type Name

Title: _____

E-mail Address

Institution: _____

Address: _____

Date: _____

Date: _____

Your School's Web Site Address

This information will enable students to link directly to your Homepage from our
On-Line DSST Directory of Colleges

Name of Accrediting Agency

EXHIBIT A

TEST ADMINISTRATION FEES

FOR

NATIONAL ON-CAMPUS AND ON-BASE CENTERS

FOR MILITARY OR MILITARY-APPROVED CANDIDATES ONLY

iBT Delivery.

Prometric shall provide the DANTES-approved Operator, on a monthly basis, an administration fee of \$20 per iBT delivered DSST to military or military-approved Candidates as identified below. The number of Tests delivered will be determined by a monthly report run at the end of each month by Prometric.

In order for Prometric to pay the Test Administration Fee accurately and pay it to the correct testing center, it is the Proctor's responsibility to provide the candidate with the correct "Test Center Code" to enter in the "Test Center Code" field of their demographic information online.

The Test Center Identification Code is located on Page 1 of this agreement.

The Operator must verify that the military or military-approved Candidates possess the following identification to qualify for the Test administration fees:

Service Members:

- A current Armed Forces of the United States Common Access Card, and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport.

Eligible Civil Service Personnel:

- A current Armed Forces of the United States Common Access Card, and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport; *OR*
- A Federal Civil Service Identification containing a picture and signature; *OR*
- Federal Civil Service Identification (without picture and signature), and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport.

Eligible Spouses:

- A current United States Uniformed Services ID Card





EDUCATIONAL TESTING SERVICE

TECHNOLOGY-BASED TESTING CENTER MANAGEMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT, effective August 20, 2009 is by and between EDUCATIONAL TESTING SERVICE ("ETS"), a nonprofit, non-stock corporation organized and existing under the Education Law of the State of New York, with principal offices located at Rosedale and Carter Roads, Princeton, NJ 08541, and **COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College)**, ("Organization"), a public educational agency, with its principal location at 1370 Adams Avenue, Costa Mesa, CA 92626.

WITNESSETH:

WHEREAS, ETS has developed technology-based versions of certain ETS-owned and ETS client-owned Tests, which are designed to be administered to Test takers on or through the use of computers; and;

WHEREAS, ETS has also developed applications that facilitate the administration of technology-based versions of Tests; and

WHEREAS, ETS offers a series of Test administrations to Test takers at various locations; and

WHEREAS, Organization is willing and able to become a Test administration site and perform Test administrations consistent with ETS requirements and guidelines; and

WHEREAS, ETS is willing and able to approve Organization as a Test Center;

NOW THEREFORE, ETS and Organization agree as follows:

1. Definitions:
 - 1.1 ADA: The Americans with Disabilities Act of 1990, a United States federal statute.
 - 1.2 Call Center: The customer service center for use by Test takers and Organizations to order materials and transcripts and to obtain general Testing information.
 - 1.3 Organization: Any entity approved by ETS as a Test Center.
 - 1.4 PC: Personal Computer
 - 1.5 TCA: Test Center Administrator
 - 1.6 Test(s): Any ETS-owned or ETS client-owned Test that is administered to Test takers.
 - 1.7 Test Administration Handbook (also "Handbook"): ETS's handbook (paper or electronic) describing policies, procedures, and practices required when administering Tests.
 - 1.8 Test Center: The secure physical site/room or rooms selected by Organization and ETS, which is/are distraction-free environments appropriate for Test taking, at an administration site where ETS-owned or ETS client-owned Tests are administered to Test takers.
 - 1.9 Third Party Providers: Any organizations selected by ETS as its subcontractors in the performance of Test administration responsibilities with Organization.
 - 1.10 Internet: A distributed network of computers or computer networks.
 - 1.11 Intellectual Property Rights: Any and all of the following subsisting in any country or international organization: (i) letters patent and applications therefore, including but not limited to continuations, continuations-in-part, divisionals, reissues, substitutions, re-examinations, and any equivalents of the foregoing; (ii) registered and unregistered copyrights, applications therefore, and extensions thereof; (iii) trade secrets; and (iv) know how and confidential information.

2. Documents: The entire Agreement between ETS and Organization will consist of this Technology-Based Testing Center Management and Administration Agreement, any Addenda, Schedules, and/or Attachments appropriate to specific ETS Testing programs for which Organization may establish a Test Center hereunder, the Test Administration Handbook that ETS will provide and require that Organization adhere to during its performance hereunder, and Exhibits such as equipment specifications, fee schedules, trademarks, and Tests. Each of the foregoing is hereby incorporated into this Agreement by reference.

3. Organization's Responsibilities:

3.1 Facilities, Equipment, and Supplies:

Organization agrees to administer Tests in accordance with policies, procedures, and practices provided by ETS. The Test Center will be convenient for Test takers to access during Testing sessions. When in use as a Test Center, no other activity will take place in the areas designated as the Test Center.

The Test Center, any Testing space, bathroom facilities, and building accessibility will conform to the standards set forth in the ADA, as well as state and municipal codes, if applicable. Organization agrees to provide a secure, locked area under the sole control of the TCA for storage of Tests and ancillary materials and to take all possible precautions to protect the security of all Tests and ancillary materials provided by ETS, which includes but is not limited to CD-ROMs, Handbooks, and test administration materials and forms.

Testing PCs are required to meet the minimum specifications for the program Test being administered. Organization will provide all other materials and supplies used at the Test Center such as printer paper and laser cartridges.

3.2 Staffing and Support:

Organization agrees to provide trained staff persons, proctors, and TCAs or their designees to coordinate arrangements for and operation of Testing sessions including, but not limited to, the receipt, storage, and return of Testing materials and the supervision of all Testing sessions in accordance with the specifications, instructions, policies, procedures, and practices in the Handbook. For any Test takers who are not affiliated with Organization, Organization agrees to provide access to on-site parking reasonably convenient to the Test Center for such Test takers on the date of their scheduled examination.

3.3 Scheduling Test Administrations:

Organization agrees to follow registration and scheduling procedures as described in the Test Administration Handbook and to schedule Test administrations on weekdays, weekends, and/or evenings in accordance with the Handbook.

3.4 Technical Support/Data/Communications Link/Transmissions:

Organization will make local technical support available to ETS and the TCA as needed. Organization will also obtain and maintain (including paying all costs) an Internet service connection for data transfer, Internet services as required by Testing programs, and a valid e-mail address for communications. Organization will transmit back to ETS all Test taker data files, supervisor reports and other Test related files, via a secure data/communications link to ETS as required by the Handbook or as otherwise approved by ETS.

3.5 Return of Forms and Test Fees to ETS:

As applicable, following each administration, Organization will promptly return forms and fees, to ETS. Procedures to do this are in the Test Administration Handbook and the program-specific Addendum attached hereto.

3.6 Prohibition Against Software Modifications:

Organization agrees to comply with all Test Administration Handbook instructions when installing software provided by ETS and understands that it is prohibited from making modifications to such software.

4. ETS Responsibilities:

4.1 Software and Documentation:

ETS will provide all necessary software, periodic software updates, and related documentation at no cost to Organization. Such documentation includes instructions for installation and use of ETS provided software and related staff responsibilities during Testing sessions.

4.2 Technical Support:

The details of technical support may vary from Testing program to Testing program and are described in the Test Administration Handbook and the program-specific Addendum.

4.3 Test Administration Handbook:

Each Test Center will receive a Test Administration Handbook that describes all requirements, policies, procedures, and practices associated with the administration of Tests.

4.4 General Information/Content/Official Score Reporting:

ETS will provide a telephone number to Organization for its use in obtaining information on registration, Test content, and score reporting.

4.5 Third Party Providers:

Organization understands and agrees that ETS may provide service and/or equipment and software as described in this Agreement, through ETS-approved subcontractors.

5. Ownership: Organization acknowledges and agrees that ETS, or ETS's licensors, own all right, title and interest in and to the following materials, and all Intellectual Property Rights therein: the Tests; all software provided by ETS including manuals, documentation, and delivery media; secure test administration or operational procedures and all other methods or procedures for administering or delivering an assessment which have been provided to Organization to perform its responsibilities under this Agreement (hereinafter the "ETS-Owned Technologies and Materials"). Except for the limited license set forth in Section 6, nothing in this Agreement transfers, conveys or assigns to Organization any right, title or interest in or to the ETS-Owned Technologies and Materials, or any Intellectual Property Rights therein. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned, ETS client-owned, or third-party owned software licensed to ETS and all other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create or obtain the source code of any software referred to in the Agreement or provided hereunder.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS name or the ETS registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

6. License: ETS grants to Organization a non-exclusive, revocable license to use the ETS-Owned Technologies and Materials, and the Intellectual Property Rights therein, in the administration of Tests in compliance with the Test Administration Handbook. The license in this Section 6 shall be non-transferable and may be sublicensed only with the prior written approval of ETS.

7. Confidentiality: Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to ETS, may be disclosed to Organization and its employees. Such proprietary and confidential information (the "ETS Proprietary and Confidential Information") shall include, but not be limited to, Test administration and delivery software, the Test and all individual Test questions, all data to be collected from Test takers, the identities of the Test takers, the internal ETS procedures for the secure administration of technology-based Tests and any other information identified by ETS to Organization, orally or in writing, as proprietary and confidential. In the event it is not

apparent whether information qualifies as ETS Proprietary and Confidential Information, Organization shall consider such information as qualifying as ETS proprietary and confidential information and should immediately seek a determination of that question from ETS.

Organization agrees that it will not disclose the ETS Proprietary and Confidential Information to any third party without ETS's prior written consent. When the ETS Proprietary and Confidential Information is not in use, Organization agrees to keep the Information in a secure, locked location.

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the ETS Proprietary and Confidential Information as Organization takes to protect its own confidential and proprietary information, which in any event, shall not be less than a reasonable level of care. Organization also agrees that it will disclose the ETS Proprietary and Confidential Information only to employees of Organization with a "need to know" such information. Additionally, Organization agrees that it will require all such employees to sign a confidentiality agreement.

Organization agrees that it will use the ETS Proprietary and Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to remove all copies of ETS-owned, ETS client-owned, or third party licensed software provided to it by ETS from its machine-readable media and/or to uninstall all such electronic files. Further, Organization will, no longer than ten (10) business days following the date of termination, return all tangible copies of such software and other ETS Proprietary and Confidential Information to ETS or, as appropriate, certify in a notice to ETS, signed by an officer or other representative having legal authority to act for Organization, pursuant to the terms of Section 16.3 hereof, that all listed electronic files have been uninstalled, the date on which they were uninstalled, and by whom.

In order to insure the security of Test administrations, ETS reserves the right to visit and monitor, with or without notice. Test Center operations during scheduled Test administrations, including pre- and post-Testing periods.

8. Term: The term of this Agreement shall be from the date this agreement is executed by both parties until terminated in accordance with Section 9 below.

9. Termination: Either party may terminate this Agreement for convenience and without cause, upon ninety (90) days prior written notice to the other party. Upon the termination of this Agreement, Organization shall return to ETS, at ETS's expense, all property provided to it by ETS in accordance with this Agreement and ETS's instructions.

10. Specification Changes/Upgrades: Due to the dynamic nature of technology-based Testing, the parties agree to implement changes to facilities, equipment, Testing stations, communications links, software, security devices and procedures, etc. necessary to keep the Test Center fully functional, secure and compliant. To facilitate those changes, the parties agree to negotiate and execute any necessary documents including Amendments to this Agreement or revisions to any Addenda, Schedules, Exhibits, and Attachments in a timely and cooperative manner. Organization agrees that Testing PCs will meet ETS minimum requirements and recommended upgrades.

11. Consideration: Any consideration for Test Center establishment and associated services and activities is specific to individual Testing programs and is described in the applicable Addendum.

12. Performance Warranty: Organization warrants that all Test administrations conducted at its Test Center will conform in all material respects to any specifications, manuals, handbooks, instructions, policies, procedures, practices, and requirements supplied to it by ETS and will be free from material deviations of any kind. This warranty will survive any inspection, acceptance of Test scores and returned materials, or payment by ETS regarding Tests hereunder.

13. Default and Cure of Breach: In the event of default of any obligation under this Agreement that remains uncured fifteen (15) days after receipt of written notice, pursuant to the terms of Section 16.3 hereof, of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all ETS Proprietary and Confidential Information and property, as described herein, shall immediately be returned by a secure method by Organization to ETS. ETS shall have no responsibility to Organization for the payment of any fees or honoraria related to Testing not already fully administered and completed prior to the termination, including the acceptance of test scores.

14. Risk of Loss: From and after the date of delivery to ETS or the date of acceptance by ETS, whichever is later, of all Test scores, returned materials, and returned ETS-provided property of whatever sort, ETS shall bear the entire risk of loss, theft, damage to, or destruction of such property. In no event will ETS be responsible for any such loss, damage, theft, destruction, or breach of trademarks, copyrights or patents prior to the latest of the said dates, or caused by Organization's failure to perform its responsibilities hereunder.

15. Indemnification: Organization will indemnify and hold ETS, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury, or liability arising directly or indirectly out of Organization's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of Organization, its employees, visitors, contractors, or agents when engaged in Organization's operations under this Agreement.

ETS will indemnify and hold Organization, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury or liability arising directly or indirectly out of ETS's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of ETS, its employees, visitors, contractors, or agents when engaged in ETS's operations under this Agreement.

16. Miscellaneous Provisions:

16.1 Assignment:

This Agreement cannot be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld.

16.2 Publicity/Use of Name and Logo:

- A. Organization is authorized to use ETS as a reference. However, any other use of ETS's name promotionally or otherwise in connection to Organization's business or the subject matter of this Agreement is prohibited without the prior written consent of ETS. Organization agrees to submit proofs of any promotional materials to the ETS Trademark Administrator for review and approval prior to going into production. ETS agrees to provide its approval or comments, within five (5) business days of receipt. If ETS does not provide a response within five business days, approval shall be deemed granted.
- B. Any use, including web site display, of ETS's clients' names and logos by Organization must have the prior written consent of the clients, obtained by ETS on behalf of its clients.
- C. This Agreement does not include a trademark license. Except as allowed by law for limited informational purposes, ETS grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of ETS. Under no circumstances does ETS grant the right to use its corporate logos or signature in connection with the products or services that are the subject matter of this Agreement or any related products or services.
- D. Any violation of this Section 16.2 will be considered a material breach of this Agreement and grounds for its immediate termination in ETS's sole discretion and the payment of damages to ETS.

16.3 Notice:

Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or transmitted by facsimile machine or, three (3) days after mailing, registered or certified, postage prepaid, and addressed as follows or to such other address as a party shall designate:

IF TO ETS: Educational Testing Service
Computer-Based Testing Production Services
Rosedale and Carter Roads
Mail Stop: 46-Z
Princeton, NJ 08541
Attention: Test Center Management

With a copy to: Educational Testing Service
Corporate Supplier Management
Rosedale and Carter Roads
Mail Stop: 76-D
Princeton, NJ 08541-0001
Attention: T-BT Contract Manager

IF TO ORGANIZATION: COAST COMMUNITY COLLEGE DISTRICT
1370 Adams Avenue
Costa Mesa, CA 92626
Attention: Vice Chancellor, Administrative Services

16.4 Force Majeure:

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of war or the common enemy, the elements, earthquakes, floods, fires, contagious diseases, epidemics, riots, failure or delay in transportation or communications, or any other act or failure to act by the other party or such other party's employees, agents, or contractors; provided, however, that lack of funds or work slowdowns or work stoppages by Organization's employees shall not be deemed to be reasons beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

16.5 Compliance With Laws:

Organization agrees that in performing its services under this Agreement, it will comply with all applicable laws, rules, and regulations now or hereafter in effect.

16.6 Waiver:

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

16.7 Arbitration

- A. The parties will use their best efforts to settle any controversy arising out of their performance under this Agreement as rapidly as possible on a fair and equitable basis. Should such efforts be unsuccessful, any controversy or claims arising out of or relating to this Agreement, or the uncured breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Orange County, California, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- B. In any litigation or arbitration, the prevailing party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement.

16.8 Survival After Expiration or Termination:

Notwithstanding the expiration or termination of this Agreement or any renewal period, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive including, without limiting the foregoing, the following sections:

- A. Ownership, Section 5
- B. Confidentiality, Section 7
- C. Performance Warranty, Section 12
- D. Indemnification, Section 15
- E. Publicity/Use of Name and Logo, Section 16.2
- F. Survival After Expiration or Termination, Section 16.8

16.9 Applicable Law and Venue:

This Agreement and performance hereunder shall be construed and enforced in accordance with the laws of the State of California. Any legal actions arising under this Agreement shall be instituted only in the courts of the State of California.

16.10 Severability:

If any section of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially invalid, illegal, or unenforceable for any reason, such condition shall not affect any other section of this Agreement.

16.11 Section Headings:

The heading appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

16.12 Remedies:

All rights conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

16.13 Limitation of Actions:

No arbitration, action, or other proceeding under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after a party's knowledge of a cause of action.

16.14 Successors and Assigns:

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.15 Amendments:

This Agreement may only be amended, changed, or modified in a writing signed by both parties.

16.16 Relationship of the Parties:

Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

16.17 Prohibition on Gifts and Gratuities:

Organization warrants that it has not offered or given, and will not offer or give to any officer, trustee, employee, representative or family member of an ETS employee, officer, trustee or representative a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities

(i.e., site inspections, business symposiums, business meals and other Organization functions) are allowed. Any other offerings may be construed as the Organization's attempt to improperly influence decisions at ETS. Organization agrees that ETS may, by written notice to Organization, terminate this Agreement if ETS determines that Organization has violated this provision.

16.18 Non-Discrimination:

No person on grounds of race, color, ancestry, ethnic background, creed, religion, age, sex, national origin, sexual orientation, disability, marital status, veteran status or medical condition will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of work under this Agreement. ETS is obligated to comply with the ADA, as well as similar state legislation protecting disabled individuals. Therefore, Organization agrees to accommodate Test takers in accordance with ETS's directives pertaining to individual Test takers who may have disabilities.

16.19 ETS Ethics Hotline:

ETS has established a toll-free, confidential hotline for use by employees and Organizations to anonymously report alleged misconduct and/or suspected security violations. The phone number is **1-866-ETS-LINE** and it is available 24 hours a day, 7 days a week, 365 days a year. Should Organization have knowledge that any ETS employee failed to conduct him/herself in the utmost ethical and business-like manner, Organization should call the ETS Hotline to report such misconduct or violation.

16.20 Taxes:

Organization shall be responsible for all taxes that arise from its performance under this Agreement, except for any tax based on ETS's income, if applicable.

16.21 Insolvency:

Either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

16.22 Revision of Terms:

ETS hereby reserves the right, prior to execution hereof, to make any revisions it deems necessary to any terms included herein or in any documents incorporated by reference herein, which make up the entire Agreement of the parties. ETS will notify Organization immediately of any such revisions.

17. Entire Agreement:

The parties agree that this Agreement constitutes the complete and exclusive statement of the understanding between them as to the specific subject matter hereof and that it supercedes and replaces all prior agreements or writings between the parties as to the specific subject matter hereof.

IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

Educational Testing Service

Organization

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: _____
(printed)

Title: _____

Title: President, Board of Trustees

Date: _____

Date: _____



Coast Community College District

Organization Name: _____

Organization Test Center Code: _____

The College-Level Examination Program ("CLEP") Addendum

1. General: The purpose of this Addendum is to establish a Test Center at Organization or on a military installation as authorized by the U. S. Department of Defense (DoD), as applicable, for the conduct of CLEP administrations. ETS provides services in connection with CLEP on behalf of its client, The College Entrance Examination Board (College Board), which includes responsibility for examination administrations. Only in the event that Organization is willing and able to conduct such examination administrations at its facilities or on a military installation and ETS has approved Organization to do so will the provisions of this Addendum apply. In order to qualify as and establish an examination center at Organization or on a military installation for CLEP administrations, Organization is required to have a publicly available policy of credit-by-examination through CLEP and to be regionally accredited or a candidate for regional accreditation.

2. Establishing a CLEP National Test Center:

2.1 Organization agrees to:

A. If Center is at Organization's site, maintain a Test Center for all Test takers, whether registered students of the Organization or not.

B. If Center is at a military installation, maintain a Restricted Test Center. A Restricted Test Center is defined as a national test center at a military installation and providing CLEP eCBT testing services to the following list of examinees as determined by a designated representative of the DoD:

- i. Military personnel (Active Duty and Reserve component);
- ii. Defense Activity for Non-Traditional Education Support (DANTES) - funded eligible civilian employees and spouses of participating Reserve component and Coast Guard personnel;
- iii. DANTES – funded DoD Acquisition civilian employees;
- iv. Adult family members of military and DoD employees*;
- v. Other civilians enrolled in the on-base voluntary education program*; and,
- vi. Others authorized under the status of Force Agreement in the overseas environment*.

* Categories iv, v, and vi, are tested on a space-available basis.

2.2 Designate a member of its professional staff as Master Site Administrator (MSA).

2.3 Provide a secure, locked area under the sole control of the MSA for storage of CLEP Tests in any form and ancillary materials, including but not limited to software, CD-ROMs, Handbooks, and test administration materials and forms;

2.4 Take all possible precautions to protect the security of all Tests and ancillary materials furnished by ETS, administer the Tests in accordance with instructions and security procedures provided by ETS, and report all breaches of security to ETS within 24 hours;

- 2.5 Provide optimal test conditions as described in the ETS eCBT Test Administrator's Handbook;
- 2.6 Provide proctors and an MSA to assist in CLEP administrations in accordance with the instructions in the ETS eCBT Test Administrator's Handbook;
- 2.7 On request, promptly submit to ETS or the College Board, Organization's current or future policy of credit-by-examination through CLEP, and communicate such policy to the MSA, proctors, administrators, and students;
- 2.8 Permit ETS and the College Board to make said policy available to the public; and,
- 2.9 Permit ETS and College Board staff to visit the Test Center with or without notice. ETS and the College Board shall from time to time be permitted access to the Test Center. Organization agrees not to permit access thereto to any ETS or College Board personnel except those so authorized and not to permit access by any other persons or Organizations not authorized to provide services in accordance with the terms of this Agreement. Organization agrees to provide ETS with written confirmation that these requirements have been met. All ETS and College Board staff must present valid employer-issued picture identification prior to admission to any such Test Center.
3. Schedule of Test Administrations: Under the testing arrangement, Organization will determine the timetable for CLEP Test administrations. All scheduling requirements and guidelines are described in detail in the ETS eCBT Test Administrator's Handbook. Test takers may not repeat the same Test within any six (6) month period unless unusual circumstances warrant waiving this limitation. In such a case, Organization receiving the score must provide a written request for a waiver to CLEP at ETS to release the Test taker score report.
4. Responsibilities of Master Site Administrator (MSA): The MSA will be responsible for all CLEP Test administrations conducted at Organization. Specific responsibilities are as follows:
- 4.1 To receive all necessary testing materials and supplies, including the ETS eCBT Test Administrator's Handbook, from ETS and provide secure storage of such testing materials and supplies;
- 4.2 To register all Test takers and collect all fees in accordance with procedures and amounts described in the ETS eCBT Test Administrator's Handbook;
- 4.3 To administer CLEP Tests in strict accordance with the instructions described in the ETS eCBT Test Administrator's Handbook;
- 4.4 Following each CLEP Test administration, using procedures provided in the ETS eCBT Test Administrator's Handbook, to upload Test takers' data, send data to ETS, and return to ETS any checks or money orders received for Test fees, with the exception of the nonrefundable service fee, to CLEP at ETS in the envelope provided.
- 4.5 All CLEP scoring and reporting will be processed entirely by ETS, either at ETS or through its locally installed software for Technology-Based Testing (T-BT). The score report generated by the software for all CLEP examinations, except English Composition with Essay, must be printed by the MSA upon completion of the Test administration and given to the Test taker. It is the Test taker's only official score report.

5. Technical Support: Technical support, through direct telephone or e-mail contact, is available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday, with the exception of regularly scheduled business holidays. Prompt notice of any change in the hours of operation will be provided to Organization. Such support is for use by Test Center staff with questions regarding test administration policies and procedures, software, or problems for resolution.

6. Ownership: Organization acknowledges and agrees that the College Board holds all proprietary rights including, but not limited to copyright, trade secret, and patent in the Tests, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement and all examination materials. ETS holds all proprietary rights including, but not limited to copyright, trade secret, and patent in software, manuals, documentation, secure test administration or operational procedures, and other materials which were previously developed by ETS (collectively, the "ETS-Owned Technologies and Materials") and which will be provided to and/or used by Organization to perform its responsibilities hereunder. Organization further acknowledges and agrees that certain third parties hold the copyright, either separately or jointly, in the third-party owned software.

Organization acknowledges and agrees that, for the sole purpose of performing its responsibilities under this Agreement, and any other attachments thereto, no proprietary rights in such materials are granted to Organization except for the right to use the Tests, the ETS-Owned Technologies and Materials, and the third-party owned software, either separately or in conjunction with each other, as applicable. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned or College Board-owned software and other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create the source code of any ETS or ETS client software.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Additionally, Organization understands and agrees that the COLLEGE-LEVEL EXAMINATION PROGRAM, CLEP, and the CLEP logo are registered trademarks of the College Board. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS or College Board name or the ETS or College Board registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

7. Confidentiality: Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to the College Board, will be disclosed to Organization and its employees. For purposes of this Addendum, College Board Confidential Information shall include, but is not limited to, CLEP Tests and all items (questions) contained therein, including all copies thereof, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement, internal College Board procedures for the secure administration of Tests, and any other information identified by ETS or the College Board to Organization as proprietary and confidential.

Organization agrees that it will not disclose any College Board Confidential Information to any third party without the College Board's prior written consent. When such Confidential Information is not in use, Organization agrees to keep it in a secure, locked location.

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the College Board's Confidential Information as Organization takes to protect its own confidential and proprietary information. Organization also agrees that it will disclose the College

Organization Name: Coast Community College District
Organization Test Center Code: _____

Board Confidential Information only to employees of Organization with a "need to know" such information for purposes of performing its duties under this Agreement.

Organization agrees that it will use the College Board Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to return all College Board Confidential Information to ETS within ten (10) business days following the date of termination.

8. Organization's Service Fee: In the ETS eCBT Test Administrator's Handbook, the College Board recommends that Organization may wish to charge a service fee to compensate Organization for its efforts to provide and maintain a Test Center. Such service fee is in addition to the Test fee determined by the College Board. Under no circumstance is any service fee that may be charged by Organization to be construed as payment to any MSA or, as a result thereof, that any MSA is an employee of the College Board or ETS.

9. Relationship between the Parties: This Agreement does not create a partnership, joint venture, employment or other form of agency relationship between the parties. Further, neither Organization nor its staff will, because of performance specified in this Agreement, be deemed an agent or employee of the College Board or ETS.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives.

Educational Testing Service

Organization

By: _____
(signature)

By: _____
(signature)

Name: _____
(printed)

Name: _____
(printed)

Title: _____

Title: President, Board of Trustees

Date: _____

Date: _____

Return this document to:

Educational Testing Service
Computer-Based Testing Production Services
Rosedale and Carter Roads
Mail Stop: 46-Z
Princeton, NJ 08541
Attention: Test Center Management

With a copy to:

Educational Testing Service
Corporate Supplier Management
Rosedale and Carter Roads
Mail Stop: 76-D
Princeton, NJ 08541-0001
Attention: T-BT Contract Manager



**WIA COST REIMBURSEMENT AGREEMENT****County of Orange****FUNDING SOURCES:** 100% FEDERAL**AGREEMENT #:** 16-NEG2-09

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), and J. Employment Development Department Independent Operator Reporting Requirements.

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EXHIBITS

- A. General Program Requirements
- B. Statement of Work
- C. Performance Standards and Matrix
- D. Budget Schedule
- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements

1 **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to
2 as "the Act," to provide workforce investment activities, through statewide and local workforce investment
3 systems, that increase employment, retention and earnings of participants, and increase occupational skill
4 attainment by participants, and, as a result, improve the quality of the workforce and enhance the
5 productivity and competitiveness of the Nation; and

6 **WHEREAS**, Congress has enacted the "American Recovery and Reinvestment Act of 2009,"
7 hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic
8 recovery, and assist those most impacted by the recession; and

9 **WHEREAS**, Congress has directed employment and training programs of American Recovery and
10 Reinvestments Act to be administered through the Act; and

11 **WHEREAS**, COUNTY, acting as the Administrator of the Act funds, is empowered to make a
12 portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to
13 CONTRACTOR, for the purpose of implementing the provisions of the Act; and

14 **WHEREAS**, COUNTY, by Minute Order dated _____ a copy of which is on file with the
15 Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and
16 made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to
17 exceed Three hundred ninety eight thousand and three hundred ninety seven dollars (\$398,397) to engage
18 CONTRACTOR to carry out certain program services; and

19 **WHEREAS**, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as
20 "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement
21 the grant funds received by COUNTY and as required by law or applicable regulations; and

22 **WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and
23 conditions hereinafter set forth;

24 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

25 **1. PURPOSE**

1 The purpose of the program funded by this Agreement is to provide workforce investment activities
2 that increase employment, retention, earnings and occupations skill attainment through local workforce
3 investment systems to those seeking employment. Additionally, this program is funded to increase the
4 effectiveness of local and regional business through business improvement and development activities, job
5 matching, and other services. All services are intended to improve the quality of the workforce and
6 enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR
7 shall ensure that the program funded hereby shall comply with this purpose.

8 **2. TERM**

9 The effective term of this Agreement shall commence on JULY 1, 2009 and terminate on
10 DECEMBER 31, 2009 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however,
11 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
12 including but not limited to obligations with respect to indemnification, audits, reporting and accounting.
13 CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of
14 this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation
15 stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and
16 conditions upon mutual agreement of the parties in writing without further Board action, unless the
17 COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43
18 herein.

19 **3. STATEMENT OF WORK**

20 This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as
21 Exhibits B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work,
22 and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a
23 professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically
24 contained within the body of this Agreement, the Statement of Work will be controlling.

25 **4. TERMINATION**

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", "C", and "D" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", "C", and "D". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", "C", and "D" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this

1 Agreement are not increased and the basic goals and objectives of the program are not altered. Should
2 the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C",
3 and "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such
4 requirements.

5 **7. BUDGET SCHEDULE**

6 CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in
7 accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibits "D" which by
8 this reference is incorporated herein and made a part hereof as if fully set forth.

9 **8. MODIFICATION OF BUDGET SCHEDULE**

10 The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits,
11 Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages,
12 Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon
13 written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer
14 allocated program funds from one category of the overall program budget to any other category of the
15 overall program budget, as long as the amount of the total grant is not increased and the basic goals and
16 objectives of the program are not altered. No such transfer may be made without the express prior written
17 approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the
18 addition of any new budget category. Approval of the Budget Modification by CONTRACT
19 ADMINISTRATOR includes approval of the new Budget Category.

20 **9. PAYMENTS BY COUNTY**

21 CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or
22 encumbered on or before DECEMBER 31, 2009, and that any and all funds remaining as of DECEMBER
23 31, 2009, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY
24 within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with
25 paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after DECEMBER

31, 2009. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after JANUARY 31, 2010.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning AUGUST 1, 2009, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Three hundred ninety eight thousand and three hundred ninety seven dollars (\$398,397).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Services Community Investment Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,

without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors

shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibits "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibits "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to

1 this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by
2 CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this
3 paragraph without further Board action upon written notice to CONTRACTOR.

4 **17. NO SUPPLANTATION**

5 CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes
6 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim
7 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its
8 obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not
9 use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or
10 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or
11 COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

12 **18. INDEPENDENT CONTRACTOR**

13 CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be
14 wholly responsible for the manner in which it performs the services required of it by the terms of this
15 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and
16 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S
17 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees
18 or agents as they relate to services to be provided during the course and scope of their employment.
19 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges
20 of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

21 **19. EMPLOYEE ELIGIBILITY VERIFICATION**

22 The Contractor warrants that it fully complies with all Federal and State statutes and regulations
23 regarding the employment of aliens and others and that all its employees performing work under this
24 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The
25 Contractor shall obtain, from all employees performing work hereunder, all verification and other
26 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.

20. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

21. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibits "D" of this Agreement.

CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and
- (3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

24. PELL GRANTS/HEA TITLE IV

1 If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell
2 Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with
3 CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance
4 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT
5 ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title
6 IV awards and other financial aid granted to each WIA participant under this Agreement.

7 **25. ANNUAL AUDIT**

8 CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public
9 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the
10 Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit
11 report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

12 **26. ACCESS AND RECORDS**

13 (a) Access. COUNTY, the State of California and the United States Government and/or their
14 representatives, shall have access, for purposes of monitoring, auditing, and examining, to
15 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to
16 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,
17 accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this
18 condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this
19 Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives
20 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site
21 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning
22 employees and participants and entering any premises or onto any site in which any of the services or
23 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.
24 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)
25 days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received
26 upon date of sending. In the event CONTRACTOR does not make the above referenced documents

1 available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and
2 reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the
3 location where said records and books of account are maintained.

4 (b) Records Retention. All accounting records and evidence pertaining to all costs of
5 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
6 office or place of business for the duration of this Agreement and thereafter for four (4) years after
7 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
8 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
9 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
10 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

11 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
12 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the
13 extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

14 **27. FRAUD**

15 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
16 possible fraud, abuse or criminal activity under this Agreement.

17 **28. MODIFICATIONS/CHANGE ORDERS**

18 (a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make
19 changes within the general scope of this Agreement, in the definition of services and tasks to be
20 performed, the manner in which services are performed, the time and place of performance thereof and
21 additional related provisions. Such change orders may be made when necessitated by changes in the
22 Orange County One-Stop System operations or performance, the operations or performance of
23 CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates
24 or directives. CONTRACTOR may submit a program or budget modification request in response to
25 change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action,
26 CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's

1 services in amounts that do not collectively increase or decrease by more than 10% the price of said
2 services under this Agreement when originally executed. Modifications in excess of 10% of the original
3 Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be
4 approved by the COUNTY's Board of Supervisors.

5 CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an
6 agreement with respect to change orders, which affect the price of services under the Agreement.
7 CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a
8 change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this
9 Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be
10 increased except by written modification of this Agreement indicating the new services and price of this
11 Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to
12 assume increased performance under the change order beyond the limitation of funds established within
13 this Agreement.

14 (b) CONTRACTOR may request changes in the scope of performance or services under this
15 Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and
16 its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT
17 ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests
18 shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether
19 to approve the request or request Board of Supervisors' approval shall be final. CONTRACT
20 ADMINISTRATOR may approve a request that meets all of the following criteria:

- 21 (i) The request does not increase or decrease the total amount of the funds allocated for the
22 individual programs affected by 10% from the amount specified in Exhibit "D" of this
23 Agreement, when it was originally executed;
- 24 (ii) It does not materially change other terms of this Agreement, and
- 25 (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder. Notwithstanding, this confidentiality provision, contractor shall be entitled to disclose otherwise confidential information pursuant to court order or pursuant to request under applicable State and Federal law.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of

Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

32. MUTUAL INDEMNIFICATION

32. (a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

33. INSURANCE

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain

insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement 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 MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement 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 employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) 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. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,

1 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
2 \$1,000,000 per occurrence.

3 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
4 days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made
5 to the next qualified proponent.

6 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
8 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
9 COUNTY.

10 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
11 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
12 CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such
13 notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
14 entitled to all legal remedies.

15 (q) The procuring of such required policy or policies of insurance shall not be construed to limit
16 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this
17 Agreement.

18 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of
19 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of
20 commercial insurance certificates and endorsements.

21 **34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

22 CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
23 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,
24 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The
25 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such
26 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,

preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and

1 extensions, regardless of whether those rights arise under the laws of the United States, or any other state,
2 country or jurisdiction.

3 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
4 writings and printed matter including the medium by which they are recorded or reproduced, photographs,
5 art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital
6 images, animation cells, and other audiovisual works including positives and negatives thereof, sound
7 recordings, tapes, educational materials, interactive videos, computer software and any other materials or
8 products created, produced, conceptualized and fixed in a tangible medium of expression. It includes
9 preliminary and final products and any materials and information developed for the purposes of producing
10 those final products. "Works" does not include articles submitted to peer review or reference journals or
11 independent research projects.

12 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its
13 Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this
14 Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence
15 prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall
16 not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without
17 the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR
18 nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,
19 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is
20 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions
21 applicable to COUNTY in the third-party's license agreement.

22 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
23 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third
24 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or
25 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms
26 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through

thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this

1 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,
2 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any
3 provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law
4 relating to confidentiality.

5 (d) Copyright.

6 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in
7 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in
8 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire."
9 CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with
10 the performance of this Agreement will be a "work made for hire," whether that person is an employee of
11 CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work.
12 CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for
13 CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall
14 assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or
15 reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
16 Agreement.

17 (2) All materials, including, but not limited to, computer software, visual works or text,
18 reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived,
19 derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly
20 from this Agreement may not be reproduced or disseminated without prior written permission from
21 COUNTY.

22 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this
23 Agreement, which did not result from research and development specifically included in the Agreement's
24 scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty
25 four (c) for devices or material incorporating, or made through the use of such inventions. If such
26 inventions result from research and development work specifically included within the Agreement's scope

of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

1 covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
2 Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's
3 use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and
4 private performance/display, license, and disposition of the Intellectual Property made, conceived, derived
5 from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
6 Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on
7 a patent, trademark or copyright registration that was issued after the effective date of this Agreement.
8 COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such
9 infringement action brought against COUNTY.

10 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
11 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise
12 its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual
13 Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to
14 monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In
15 the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using
16 the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the
17 replaced or modified Intellectual Property becomes non-infringing provided that such replacement or
18 modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not
19 reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement,
20 without restriction or limitation of any other rights and remedies available at law or in equity.

21 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY
22 for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-
23 four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the
24 event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without
25 limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other
26 rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

39. DRUG FREE WORKPLACE

1 CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto
2 as Exhibit "E" and incorporated herein by this reference.

3 **40. DEBARMENT**

4 CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached
5 hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not
6 debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State
7 assistance programs in accordance with 29 C.F.R. Part 98.

8 **41. SECTARIAN ACTIVITIES**

9 CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any
10 religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain
11 any school, college, university, hospital or other institution controlled by any religious creed, church, or
12 sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued
13 December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based
14 organizations in administering its federally-funded activities.

15 **42. LITERATURE**

16 Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or
17 the general public of its programs under this Agreement shall state that its programs are supported by the
18 County of Orange and the Orange County Workforce Investment Board, and shall state that the program is
19 an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request
20 to individuals with disabilities."

21 **43. LOBBYING**

22 (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying,"
23 which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall
24 complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report
25 Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if
26 CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or

engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

1 **46. TOTAL AGREEMENT**

2 This Agreement, together with the attachments hereto, expresses the total understanding of the
3 parties. There are no oral understandings of the parties or terms and conditions other than as are stated
4 herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in
5 this Agreement.

6 **47. CHILD SUPPORT ENFORCEMENT**

7 In order to comply with child support enforcement requirements of the County of Orange,
8 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
9 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of
10 award of contract.

11 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply
12 with all federal and state reporting requirements for child support enforcement or to comply with all lawfully
13 served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material
14 breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall
15 constitute grounds for termination of this Agreement.

16 **48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

17 CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
18 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

19 **49. NOTICES**

20 All notices, reports and correspondence between the parties hereto respecting this Agreement shall
21 be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

22 COUNTY: OC Community Resources
23 OC Community Services / Community Investment Division
24 1300 South Grand Avenue
25 Building "B"
26 Santa Ana, California 92705

27
28 CONTRACTOR: To CCC: Joycelyn Groot

Coastline Community College

11460 Warner Avenue

Fountain Valley, CA 92708

Fax (714) 241-6270

With a copy to:

Attn: Vice Chancellor, Administrative Services

1370 Adams Avenue

Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

1 Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,
2 respectively, unless otherwise expressly provided.

3 //

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____

By: _____
Steve Franks
Director, OC Community Resources

"CONTRACTOR"*

"COAST COMMUNITY COLLEGE DISTRICT (COASTLINE
COMMUNITY COLLEGE, a public educational agency"

Dated: _____

By: _____
C.J. Moreno

Title: President, Board of Trustees

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

COUNTY COUNSEL
County of Orange

Dated: _____

By: _____
Deputy

GENERAL PROGRAM REQUIREMENTS
National Emergency Grant – Mortgage & Finance

Contractor: Coast Community College District

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 - 1. Workforce Investment Act
 - a. Workforce Investment Act of 1998
 - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
 - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
 - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

WIA SUBRECIPIENT STATEMENT OF WORK

(Program Year 2010)

This Statement of Work is part of the Contract between the County of Orange and Coast Community College District, dated _____. It is incorporated into that Contract as though fully set forth therein:

TITLE OF PROJECT: National Emergency Grant – Mortgage II

SUBRECIPIENT: Coast Community College District

SERVICE GUIDELINES

- A. **Expectations/Target Population:** The purpose of this Agreement is to directly assist the individuals dislocated from the mortgage industry seeking re-employment services in Orange County.
- B. **Collaborative Partner Services:** Contractor shall facilitate working relationships and manage collaborative partnerships with WIA mandated and other One-Stop partners at each center.
- C. **Co-Enrollments:** Contractor may co-enroll participants in multiple eligible programs in order to leverage resources and maximize services to the dislocated worker.

II. SERVICES

- A. **Services to be provided to Dislocated Workers from the mortgage industry:** Contractor shall manage and provide services identified in the Workforce Investment Act of 1998 and described in the Federal Register – Final Rule, the State of California's Technical Assistance Guide (TAG). The One Stop Operator will determine eligibility; enroll participants into the program; track participation for successful completion of training program; prepare participants for their job search; case management and job development; document and verify employment; survey employer satisfaction and report results; and provide follow-up.
- B. **Outreach and Recruitment of Dislocated Workers from the mortgage industry:** The Contractor shall be responsible for adequately informing both individuals and groups of the services available in the One-Stop Center. This outreach and recruitment shall also be conducted in order to attract a sufficient number of individuals who are in need of and would benefit from the services provided and who meet the eligibility requirements to receive such services.

ELIGIBLE DISLOCATED WORKERS for this program must have been laid off from one of the employers on the OCWIB/California EDD Approve List; see Exhibit B1

- C. **Orientation:** The Contractor shall provide a general center orientation that informs individuals of the full array of services available, including all partner services conducted at the Center and any other pertinent resources to conduct a quality job search. The

orientation shall include a complete overview of the processes and procedures customers can expect as they proceed through the system and are provided services.

- D. WIA Registration:** The Contractor shall be responsible for registering clients and implementing the priority of service for disadvantaged adults, as mandated by OCWIB policy 04-OCWDA-21 and subsequent updates. Registration involves documenting and certifying the general eligibility requirements as federally and locally mandated, and establish the priority of services of the various individual groups to be served. The registration process shall be streamlined and customer-friendly. This eligibility must be completed in accordance with the Technical Assistance Guide (TAG) and local policies and procedures relating to eligibility.
- E. Assessment:** Staff will conduct an assessment of the individual's skills and job readiness, and will continue to counsel them through case management.
- F. Individual Employment Plan:** An Individual Employment Plan (IEP) shall be developed for each customer enrolled into intensive services. This plan is a standardized document in the Orange County Workforce Investment Area, and serves as the "road map" for services. Once the customer is registered and a rationale for service levels is established, the IEP shall be developed in partnership with the customer. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.
- G. Case Management:** The Contractor shall provide integrated case management services to all individuals that receive intensive and/or training services. Case management is considered a key component of service delivery and critical to the ultimate success of the customers. Case management is necessary to assure that all of the needs of the customers are met and that information is collected and reported. If a customer is enrolled in more than one funding stream, it is critical that differentiated services provided for each program are documented and justified.
- H. File Maintenance and Documentation:** A case file shall be maintained for every registered customer. At a minimum, the case file will include information and documentation of each of the following:
1. Program eligibility/determination of need;
 2. WIA MIS forms, including source documents for validation;
 3. Initial and Comprehensive Assessments;
 4. IEP, including all updates of services provided and completed;
 5. Approved ITA voucher if receiving training;
 6. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
 7. Counseling notes printed from the computer.
 8. All components of the data validation tool referenced in WIA Bulletin 04-OCWDA 43.
- I. Workshops:** The One-Stop Center shall offer, at minimum, transferable skills workshops weekly to registered WIA customers. These workshops are to help clients and case managers determine the unique skills and strengths of this workforce. Transferrable skills workshops should identify skills that can be applied to high-wage, high-growth demand occupations. The intent of these workshops is to provide the knowledge and skills to identify potential jobs, apply for a job, interview for a job and handle difficult situations that may arise after hire to ensure successful job retention.

- 1 **J. Training:** The Contractor will be responsible for referring each individual to the most
2 appropriate activity for the individual as determined from the assessment and the
3 documented statements in the IEP. Not every customer will need or desire training. Training
4 activities are for those individuals who clearly cannot obtain or maintain employment without
5 training in a specific skill set or demand occupation. Successful completion of training
6 courses must lead to recognized credentials or their equivalent. The categories below list
7 the training services that shall be made available to individuals showing an assessed need.
- 8 1. Occupational skills training is offered through Individualized Training Accounts (ITA).
9 ITAs permit a wide range of choices to customers and are locally monitored to offer
10 training in only demand occupations.
- 11 a. An ITA will be issued only after being approved by the County. The OCWIB has
12 established a current cap of \$6,500 for all ITAs. The approved training vendor may
13 provide only the specified training outlined on the training approval, which is to pay
14 the costs of tuition, books and other required training materials. The training vendor
15 is responsible for providing this training and ensuring that the customer develops the
16 needed competencies to be employed in the specific field. All other needs of the
17 customers are met through the One-Stop Case Manager. It is critical that the
18 customers receive whatever counseling, supportive services or other assistance
19 they might need in order to have successful completion of training, followed by
20 successful placement into unsubsidized employment and retention. Contractor shall
21 monitor customer time and attendance in all training activities.
- 22 4. Contractor shall seek other non-WIA funded training, whenever possible, and shall use
23 Pell Grants to offset WIA funds where applicable. Other non-WIA funded training offered
24 by the community college, adult education and ROP is strongly encouraged.
- 25 5. It should be noted that per WIA regulations, an individual may enroll in training services
26 prior to the award of a Pell Grant as long as the case manager assures that the Pell
 Grant has been applied for and has evidence of documentation in the case file.
- K. Supportive Services Coordination:** The Contractor shall coordinate and manage the
 provision of supportive services to WIA registrants, subject to limitations in the Act and
 OCWIB Information Notice No. 04-OCWDA-15. Supportive services shall include, but are
 not limited to transportation, clothing, childcare and other costs that may be a barrier to an
 individual's job search, training or placement. Supportive services shall only be issued after
 a need has been identified and when no other funding is available to pay for such services.
 The Contractor is responsible for managing the provision of supportive services in as cost
 efficient manner as possible to ensure fair distribution and non-duplication of resources and
 services.
- L. Job Placement:** The Contractor shall provide job listings and referrals to assist core
 services customers with finding a job in coordination with the Employment Development
 Department (EDD) and other partner-funded staff. The Contractor shall provide more
 intensive job placement assistance to each customer that advances to intensive and
 training services. This may include coordinating with a local education agency's placement
 staff if the customer is enrolled in training at that institution, providing job leads, specific job
 development and job matching. All efforts are to be made to place participants in a
 Demand Occupation falling within OCWIB's industry clusters.
- M. Job Retention and Follow-Up Services:** Retention and follow-up services are pivotal to
 the employment success for customers and the attainment of the performance standards

for the One-Stop Operator. Performance standards shall be defined in Exhibit C of this Agreement.

1. After job placement, the Contractor shall assist the WIA registered customers and their respective employers with job retention. Follow-up services, including counseling regarding the workplace, shall be made available for a minimum of twelve-months after the first day of employment, as appropriate.
2. Follow-up services/activities are provided to ensure that customers who have exited overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency. This should be accomplished by monthly follow-up with the customer and possibly the employer.
3. During the retention period, the Contractor must ensure that the customer remains employed and if they lose their job during this time, shall immediately work with the customer so they can secure new employment. Case Managers shall provide one-on-one counseling during follow-up contacts that will focus on identifying and eliminating any barriers that may be preventing a customer from successfully retaining a job and encourage customers to attend the workshops related to specific methods for retaining employment, enhancing skills and fostering self-sufficiency.
4. Contractor shall document in the customer's file employment in the first, second and third quarter after exit through one of the following sources: UI wage records, WRIS, supplemental data sources as defined in TEGl 17-05 or through the State of California's management information system.

IV. SERVICE STANDARDS

- A. **Physical and Program Access Self-Assessment at the One-Stop Centers:** The One-Stop Center will meet all requirements regarding compliance with State and Federal disability laws and procedures for ensuring welcoming and universally accessible physical and program environments for all customers. The One-Stop Center shall complete and adhere to the National Equal Opportunity Self-Assessment Guide. The One-Stop Center staff shall be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. The OCWIB will monitor for compliance on an annual basis.
- B. **Printed Material:** Printed material and other information at the One-Stop must be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers should be removed so that all visitors to the One-Stop feel welcome and can benefit from the experience. Any printed material and or marketing material must be submitted to OCWIB for approval, prior to use. Refer to OCWIB Policy and Procedure 04-OCWDA-04 for specific information regarding accessibility to include on all printed materials.
- C. **Notice and Communication Requirements:**
 - a) Where materials indicate that the contractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the contractor must be indicated. If the contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WIAD01-21]

b) For information and services accessed electronically, contractor shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WIAD01-21]

c) Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, must include the following text:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37; WIAD01-21]

d) Contractor must provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor. Contractor must include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor:

'If you need special assistance to participate in this _____(meeting, workshop, etc.), call _____ or the TDD at _____. Please call 48 hours in advance to allow the _____(One Stop Center, Youth Center) to make reasonable arrangements to ensure accessibility to this _____(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

V. PERFORMANCE

A. **Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. The Contractor agrees to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this agreement. At a minimum, Contractor shall meet all performance outlined in Exhibit C. Contractor's performance statistics shall be evaluated and are expected to meet or exceed the performance targets on a quarterly basis.

1. Performance on new participant enrollments will be assessed by comparing the Contractor's planned versus actual year to date cumulative new numbers.
2. Performance on soft exits will be evaluated quarterly.
3. Performance on required follow-up will be measured on a quarterly basis.
4. Performance on the mandated measures will be evaluated quarterly.
5. Refer to OCWIB policy and procedure 06-OCWDA-04 - MIS/JTA Procedures for Data Entry, Reporting and Timelines for WIA Programs.
6. Failure to submit timely information may result in penalties such as de-obligation of funds or revocation of the agreement with the County of Orange.

B. **Data Gathering:** Contractor shall be responsible for tracking and managing the following activities and shall submit any data requested to OCWIB:

1. Tracking of universal access customers to include how many customers access services and what services they sought/used;
2. Percent of registered customers in the three service tiers (registered core, intensive, training) and movement between levels, including those referred from Rapid Response Activities.
3. Contractor shall be required to use the Employment Development Department (EDD) CalJobs System Program Activity Support System (PASS) and the Employer Contact Management System (ECMS) to record services and activities provided to customers. CalJobs is a data base management system that uses the Internet's technology for maximum ease of use and access by authorized staff. Specific reportable services are to be determined but may include Assessment Interview, Bonding Assistance, Employer Contact/Services, Case Management, Employment Plans, Job Development contacts, Job Club, Job/education/training referrals, employment workshops, obtained employment, training, placements, resume preparation, specific labor market information or others as deemed necessary by the OCWIB.

C. Customer Satisfaction: Contractor shall demonstrate that they are a customer-driven organization by incorporating the following elements into their organization:

1. Systematically listening to customers and acting quickly on what they say;
2. Building positive relationships with customers through focusing on accessibility and management of complaints;
3. Paying attention to customers who are not satisfied and work to understand their preferences and meet their demands.

D. Surveys: Contractor agrees to conduct customer satisfaction surveys by:

1. Using a consistent implementation method or survey instrument as defined or established by the OCWIB;
2. Submitting results in the appropriate format to the OCWIB administrative office;
3. Reviewing surveys within 10 days of receipt;
4. Answering surveys with a formal response if corrective action is necessary and submitting a copy of the survey and response to the OCWIB administrative office; and;
5. Keeping the identity of survey respondent confidential.

E. Corrective Action Plans: Performing at or below the contract level on a quarterly basis on any individual performance measure will be subject to the following corrective action:

1. Intensive technical assistance and thorough assessment of the causes of the low performance;
2. Development and implementation of appropriate Corrective Action Plan(s) to raise performance; and

3. Close monitoring of subsequent performance to assess the impact of the corrective action plan(s).

Contractor's performance trends and corrective action plans will be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the corrective action plan may result in penalties such as de-obligation of funds or revocation of the agreement with County of Orange. All corrective action plans will include a date for responding to observations, questions, concerns and findings.

VI. DELIVERABLES

Limited funding and limited fund life requires that expenditures and customer information be reported in a timely and accurate manner, so that inefficiencies can be identified and unanticipated fund balances can be determined and reallocated to the best possible use. Contractor shall submit monthly reports of expenditure data. Performance data, including expenditures, will be reviewed monthly and beginning with first quarter data, will be used for making comparisons, assessing performance and reallocating funds.

- A. MIS Submission/Reporting:** Contractor shall adhere to MIS procedures for data entry, timelines and reporting requirements (Information Notice No. 06-OCWDA-04 revised and subsequent updates) including the completion of appropriate forms and information related to program performance as required. Contractor shall submit timely MIS paperwork to the Administrative Offices of OCWIB for input into the JTA system. MIS paperwork and accompanying Transmittal Forms shall be submitted within the specific time periods outlined in the MIS reporting and timelines policy. All JTA forms must be typed and complete using the most current template forms or they shall be returned to Contractor. No faxed or emailed paperwork will be accepted. Mandatory review and approval is required on all paperwork submitted to the OCWIB. The One-Stop manager or designee shall initial all transmittal forms submitted to MIS for input into the JTA system. The approval signifies that the documents have been reviewed and are completed correctly.
1. All updates and corrections must be clearly identified;
 2. All forms will be returned to the Manager or designee. All returned forms requiring corrections/updates must be resubmitted along with original transmittal within five (5) business days of receipt;
 3. ITA vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form.
- B. WIA Base Wage Report:** Contractor shall provide supplemental data for "exiters" not found in the UI Base Wage File. Contractor shall be responsible for submitting all supplemental data (1st and 3rd quarters) within seven (7) business days of the report being mailed to Contractor, when appropriate supplemental data is required. Contractor shall be responsible for analyzing MIS reports to verify data and contract performance compliance.
- C. Monthly and Quarterly Reports:** Routine monthly and quarterly written reports, such as those mentioned in this Exhibit are due by the tenth day of the month following the month being reported on.
- D. Invoices:** Monthly invoices are due to HCS/Accounting by the twentieth day following the month being reported.

Approved List of Companies/Workers
National Emergency Grant - Mortgage and Banking Industry

Exhibit B1
16-4862-10

Sub-Grant Code	Employer Name	Employer site location (address, city, state, zip)	Number of Workers Affected	Number of Planned Participants per Employer Site	Notifications Issued (fill in only one)			Scheduled Layoff Date(s)	TAA Petition Filing Date (if applicable)	TAA Petition Number (if applicable)	Date of Rapid		Name of Labor Organization(s) Represented	Number of Workers at Rapid Response	Number of Workers Completing Survey
					Warn Date	Public Announcement Date	Other Date (1) Petition "Other" Description				Contact Date with Employer	Contact Date with Workers			
	Accredited Home Lenders	3347 Michelson Dr Suite 300IrvineCA92612	66	66	N/A	N/A	Coordinate/plan response to a dislocation	8/22/2007	N/A	N/A	8/29/2007	8/29/2007	N/A	0	0
	AmeriCredit Corp. / Long Beach Acceptance Corp.	500 North State College Blvd. S350Orange CA92668	135	135	10/10/2007	10/30/2007	Provide information to employer planning layoff	10/31/2007	N/A	N/A	3/24/2008	3/24/2008	N/A	0	0
	Aurora Loan Services/ Lehman Brothers	25520 Commercecentre DriveLake ForestCA92630	93	93	N/A	N/A	Conduct employee orientation on access to benefits and services	1/17/2008	N/A	N/A	2/6/2008	2/6/2008	N/A	28	28
	Bank of America	275 Valencia AvenueBreaCA92821	57	57	11/15/2007	11/15/2007	Conduct employee orientation on access to benefits and services	12/31/2007	N/A	N/A	#####	#####	N/A	42	42
	BAX Global Inc.	440 Exchange IrvineCA92602	35	35	7/30/2007	8/10/2007	Provide information to employer planning layoff	9/28/2007	N/A	N/A	8/2/2007	8/2/2007	N/A	0	0
	Bear Stearns Resident Mortgage Corp.	1833 Alton Parkway Irvine CA 92606	156	0	12/11/2007	12/4/2007	Provide information to employer planning layoff	11/7/2007	N/A	N/A	Services D	N/A	N/A	0	0
	Bear Stearns Resident Mortgage Corp.	1833 Alton Parkway Irvine CA 92606	142	0	12/28/2007	12/17/2007	Provide information to employer planning layoff	2/15/2008	N/A	N/A	Services D	N/A	N/A	0	0
ORA	BNC Mortgage, Inc.	1901 Main StreetIrvineCA92614	199	199	8/28/2007	9/21/2007	Conduct employee orientation on access to benefits and services	10/22/2007	N/A	N/A	9/20/2007	9/20/2007	N/A	27	27
ORA	BNC Mortgage, LLC	1901 Main Street IrvineCA92614	94	94	6/19/2007	6/21/2007	Conduct employee orientation on access to benefits and services	8/22/2007	N/A	N/A	9/13/2007	9/13/2007	N/A	58	58
ORA	BNC Mortgage, LLC	1901 Main StreetIrvineCA92614	198	198	8/28/2007	9/21/2007	Conduct employee orientation on access to benefits and services	10/22/2007	N/A	N/A	9/20/2007	9/20/2007	N/A	27	27
	BrookStreet Securities Corporation	2351 Campus Drive, 2nd FloorIrvineCA92612	100	100	N/A	N/A	Provide information to employer planning layoff	7/11/2007	N/A	N/A	6/27/2007	6/27/2007	N/A	0	0
	Capital One AutoFinance	27051 Towne Centre Dr Foothill RanchCA92610	256	256	2/5/2007	3/6/2007	Conduct employee orientation on access to benefits and services	2/1/2007	N/A	N/A	4/23/2007	4/23/2007	N/A	0	0
	Chevy Chase Bank	333 South Anita Drive, Suite 775OrangeCA92688	37	37	3/17/2008	3/18/2008	Provide information to employer planning layoff	3/12/2008	N/A	N/A	3/24/2008	3/24/2008	N/A	0	0
	Chevy Chase Bank	15 EnterpriseAliso ViejoCA92656	53	53	3/17/2008	3/19/2008	Provide information to employer planning layoff	3/12/2008	N/A	N/A	3/24/2008	3/24/2008	N/A	0	0
	Citi Residential Lending	1100 Town & Country RoadOrange92668	315	315	6/19/2008	7/6/2008	Conduct employee orientation on access to benefits and services	10/31/2008	N/A	N/A	8/26/2008	8/26/2008	N/A	30	27
	CitiMortgage, Inc.	1800 E. Imperial HighwayBreaCA92821	77	77	4/28/2007	5/3/2007	Conduct employee orientation on access to benefits and services	6/29/2007	N/A	N/A	6/20/2007	6/20/2007	N/A	62	32
	D&H Home Lending LLC	25521 Rancho Parkway So. S 210Lake ForestCA92630	85	85	9/28/2007	9/21/2007	Conduct employee orientation on access to benefits and services	8/27/2007	N/A	N/A	10/4/2007	10/4/2007	N/A	0	0
	DeRoyal Industries Inc. Plastech Division	861 Production Pl Newport BeachCA92663	8	8	10/10/2007	10/29/2007	Provide information to employer planning layoff	12/7/2007	N/A	N/A	11/6/2007	11/6/2007	N/A	0	0
	Ditech, LLC	3200 Park Center Drive, Suite 150Costa Mesa92626	78	78	10/7/2008	10/16/2008	Conduct employee orientation on access to benefits and services	10/10/2008	N/A	N/A	11/5/2008	11/5/2008	N/A	19	14
	DITECH.COM, LLC	3200 Park Center Drive, Suite 150Costa MesaCA92626	181	181	5/8/2007	5/17/2007	Provide information to employer planning layoff	7/9/2007	N/A	N/A	5/16/2007	5/16/2007	N/A	0	0
ORA	ENCORE Credit Corp.	1833 Alton ParkwayIrvineCA92606	70	70	10/10/2007	10/10/2007	Coordinate/plan response to a dislocation	12/3/2007	N/A	N/A	#####	#####	N/A	0	0
NO WARN	E-Trade Financial	3353 Michelson Drive, Irvine CA 92612	Not Available	N/A	None	None	Notice not received contact not made	5/30/2008	N/A	N/A	N/A	N/A	N/A	0	0
	Fieldstone Mortgage	2 Executive Circle Suite 250IrvineCA92614	109	109	10/15/2007	10/15/2007	Conduct employee orientation on access to benefits and services	12/14/2007	N/A	N/A	11/5/2007	11/5/2007	N/A	0	0
	Fieldstone Mortgage Co	2 Executive Circle Suite 250IrvineCA92614	21	21	8/13/2007	8/13/2007	Coordinate/plan response to a dislocation	8/6/2007	N/A	N/A	8/10/2007	8/10/2007	N/A	0	0
NO WARN	First Capital Group www.firstcapitalgroup.com	2405 McCabe Wy, Irvine CA 949-474-1188	Not Available	N/A	None	None	Notice not received contact not made	9/30/2007	N/A	N/A	N/A	N/A	N/A	0	0
	First Franklin Financial Corporation	7525 Irvine Center Drive, Ste 200Irvine92618	71	71	3/13/2008	3/13/2008	Provide information to employer planning layoff	3/5/2008	N/A	N/A	4/30/2008	4/30/2008	N/A	0	0
	GE Consumer Finance, Inc.	3355 Michelson Dr, 2nd Fl, Ste 300Irvine92612	52	52	5/2/2008	5/6/2008	Conduct employee orientation on access to benefits and services	7/11/2008	N/A	N/A	5/22/2008	5/22/2008	N/A	26	26
	GMAC ResCap Mortgage	4350 Von Karman Ave., Suite 100Newport BeachCA92660	76	76	11/6/2007	11/20/2007	Provide information to employer planning layoff	10/22/2007	N/A	N/A	3/24/2008	3/24/2008	N/A	0	0
	H&R Block Mortgage	3 Ada IrvineCA92618	170	170	9/20/2007	10/1/2007	Conduct employee orientation on access to benefits and services	11/17/2007	N/A	N/A	10/1/2007	10/1/2007	N/A	0	0
	Home Loan Center, Inc. / LendingTree Loans	183 Technology DriveIrvineCA92618	119	119	9/28/2007	10/1/2007	Provide information to employer planning layoff	12/5/2007	N/A	N/A	3/21/2008	3/21/2008	N/A	0	0
NO WARN	Homecomings Financial/Residential Capital Group	5 Park Center Drive, Costa Mesa, CA 92614	Not Available	N/A	None	None	Notice not received contact not made	2/24/2008	N/A	N/A	N/A	N/A	N/A	0	0
	HomeView Lending	25520 Commercecentre Dr Lake ForestCA92630	76	76	8/22/2007	8/21/2007	Coordinate/plan response to a dislocation	8/17/2007	N/A	N/A	8/28/2007	8/28/2007	N/A	0	0
	IndyMac Federal Bank	1 BantingIrvine92618	257	257	7/14/2008	7/18/2008	Coordinate/plan response to a dislocation	8/7/2008	N/A	N/A	#####	#####	N/A	1	0
	JPMorgan Chase Home Finance	770 The City Drive, 2nd Floor, Orange 92668	50	50	1/19/2008	1/25/2008	Conduct employee orientation on access to benefits and services	1/28/2008	N/A	N/A	1/29/2008	1/29/2008	N/A	50	23
	Land America Financial Group, Inc.	6 Executive CircleIrvineCA92614	30	30	N/A	N/A	Coordinate/plan response to a dislocation	4/20/2007	N/A	N/A	4/18/2007	4/18/2007	N/A	0	0
ORA	Lehman Brothers Bank, FSB	25510 Commercecentre DriveLake ForestCA92630	85	85	3/7/2008	3/27/2008	Provide information to employer planning layoff	3/5/2008	N/A	N/A	2/6/2008	2/6/2008	N/A	0	0
	Lehman Brothers Bank, FSB	25520 Commercecentre DriveLake ForestCA92630	128	128	7/15/2008	7/18/2008	Conduct employee orientation on access to benefits and services	9/10/2008	N/A	N/A	7/11/2008	7/11/2008	N/A	75	50
	LendingTree Loans	163 Technology DriveIrvineCA92618	271	271	5/11/2007	5/18/2007	Provide information to employer planning layoff	7/10/2007	N/A	N/A	5/14/2007	5/14/2007	N/A	0	0
	MetLife Insurance (formerly Safeguard Health Plans)	25 Enterprise, Suite 100Aliso Viejo92656	34	34	N/A	N/A	Conduct employee orientation on access to benefits and services	10/31/2008	N/A	N/A	#####	#####	N/A	24	22
NO WARN	Mountain West Financial www.mwfin.com	1209 Nevada St. 200/Redwoods, CA 92374/ Phone 850-701-9700	Not Available	N/A	None	None	Notice not received contact not made	N/A	N/A	N/A	N/A	N/A	N/A	0	0
	NationPoint Mortgage / Merrill Lynch Bank & Trust	25530 Commercecentre DriveLake ForestCA92630	150	150	3/7/2008	3/13/2008	Provide information to employer planning layoff	3/5/2008	N/A	N/A	3/20/2008	3/20/2008	N/A	0	0
	Nationwide Lending Corporation	165 Technology DriveIrvineCA92618	90	90	N/A	N/A	Conduct employee orientation on access to benefits and services	10/31/2007	N/A	N/A	#####	#####	N/A	18	18
ORA	New Century Mortgage	3121 Michelson DriveIrvineCA92612	513	513	5/30/2007	6/14/2007	Conduct employee orientation on access to benefits and services	5/17/2007	N/A	N/A	#####	#####	N/A	54	80
ORA	New Century Mortgage Corporation	18400 Von Karman, Suite 1000IrvineCA92612	700	700	4/12/2007	5/9/2007	Provide information to employer planning layoff	4/2/2007	N/A	N/A	3/28/2007	3/28/2007	N/A	700	0
NO WARN	North American Title Co. www.nat.com	2100 S. E. Main Street Suite 450Irvine, CA 92614 /800-469-6282	Not Available	N/A	None	None	Notice not received contact not made	5/30/2008	N/A	N/A	N/A	N/A	N/A	0	0
	Novastar	25520 Commercecentre Dr Lake ForestCA92630	45	45	8/22/2007	9/15/2007	Provide information to employer planning layoff	8/17/2007	N/A	N/A	8/24/2007	8/24/2007	N/A	0	0
	Optimum Financial Services	27422 Portola Parkway, Suite 200Foothill RanchCA92610	130	130	4/22/2007	5/3/2007	Provide information to employer planning layoff	6/23/2007	N/A	N/A	5/29/2007	5/29/2007	N/A	0	0
	Option One Mortgage	3 AdalvineCA92618	50	50	4/2/2007	4/24/2007	Coordinate/plan response to a dislocation	6/22/2007	N/A	N/A	5/3/2007	5/3/2007	N/A	50	0
	Option One Mortgage	3 AdalvineCA92618	133	133	5/21/2007	5/30/2007	Coordinate/plan response to a dislocation	7/14/2007	N/A	N/A	5/3/2007	5/3/2007	N/A	0	0
	Option One Mortgage	3 AdalvineCA92618	317	317	N/A	N/A	Provide information to employer planning layoff	12/4/2007	N/A	N/A	3/24/2008	3/24/2008	N/A	0	0
NO WARN	Pacific Coast Funding	2134 Main Street Suite 240Huntington Beach, CA 92648	Not Available	N/A	None	None	Notice not received contact not made	8/30/2008	N/A	N/A	N/A	N/A	N/A	0	0
	People's Choice	7515 Irvine Center DriveIrvineCA92618	242	242	5/7/2007	5/17/2007	Provide information to employer planning layoff	4/2/2007	N/A	N/A	5/25/2007	5/25/2007	N/A	0	0
	Quantum Corporation	1650 Sunflower AvenueCosta MesaCA92626	157	157	11/20/2007	11/15/2007	Provide information to employer planning layoff	12/1/2007	N/A	N/A	8/6/2007	8/6/2007	N/A	0	0
	ResMax Mortgage Corp.	6 Pointe DriveBreaCA92821	72	72	9/19/2007	9/25/2007	Provide information to employer planning layoff	11/18/2007	N/A	N/A	11/1/2007	11/1/2007	N/A	0	0

Approved List of Companies/Workers
National Emergency Grant - Mortgage and Banking Industry

Exhibit B1
14-NEG2-10

Sub-Grantee Code	Employer Name	Employer site location (address, city, state, zip)	Number of Workers Affected	Number of Planned Participants per Employer Site	Notifications issued (fill in only one)			Scheduled Layoff Date(s)	TAA Petition Filing Date (if applicable)	TAA Petition Number (if applicable)	Date of Rapid		Name of Labor Organization(s) Represented	Number of Workers at Rapid Response	Number of Workers Completing Survey
					Warn Date	Public Announcement Date	Other Date (1) Layoff or Other Description				Contact Date with Employer	Contact Date with Workers			
	Saxon Mortgage / Morgan Stanley	27121 Towne Centre Dr, Foothill Ranch CA 92610	125	0	3/9/2008	2/21/2008		3/1/2008	N/A	N/A	Services D	N/A	N/A	0	0
	SBMC Mortgage	14761 Califa St. Van Nuys, CA 91411	46	0	2/7/2008	12/11/2007		2/7/2008	N/A	N/A	Not contact	N/A	N/A	0	0
	Schott Mortgage	1050 Calle Condberg, Suite 102 San Clemente CA 92673	5	5	N/A	N/A	Provide information to employer planning layoff	1/31/2007	N/A	N/A	5/15/2007	5/15/2007	N/A	0	0
NO WARN	Standart Pacific Mortgage	26 Technology Dr., Irvine, CA 92618	Not Available	N/A	None	None	Notice not received contact not made	3/8/2008	N/A	N/A	N/A	N/A	N/A	0	0
	The Impac Companies	19500 Jamboree Road Irvine CA 92612	274	274	8/27/2007	9/21/2007	Conduct employee orientation on access to benefits and services	10/29/2007	N/A	N/A	5/21/2007	5/21/2007	N/A	74	74
	Union Bank	3080 S. Bristol Street, #200 Costa Mesa 92626	118	118	6/24/2008	8/25/2008	Conduct employee orientation on access to benefits and services	7/31/2008	N/A	N/A	8/7/2008	8/7/2008	N/A	34	28
	Washington Mutual	17875 Von Karman Ave. Irvine, CA 92614	167	167	6/28/2008	6/28/2008	Conduct employee orientation on access to benefits and services	6/30/2008	N/A	N/A	7/15/2008	7/15/2008	N/A	22	22
	Washington Mutual Home Loans	17875/17877/17861 Von Karman Ave. Irvine CA 92614	100	100	12/13/2007	12/26/2007	Conduct employee orientation on access to benefits and services	12/31/2007	N/A	N/A	#####	#####	N/A	57	57
	Washington Mutual Home Loans	17875 Von Karman Ave. Irvine CA 92614	131	131	12/13/2007	12/26/2007	Conduct employee orientation on access to benefits and services	12/31/2007	N/A	N/A	#####	#####	N/A	57	57
	Washington Mutual Home Loans	17877 Von Karman Ave. Irvine 92614	148	148	5/5/2008	5/5/2008	Conduct employee orientation on access to benefits and services	4/28/2008	N/A	N/A	6/10/2008	6/10/2008	N/A	72	72
	Wells Fargo Home and Consumer Finance Group	24 Executive Park Irvine CA 92614	50	50	9/17/2007	10/1/2007	Conduct employee orientation on access to benefits and services	11/13/2007	N/A	N/A	1/24/2008	1/24/2008	N/A	13	13
Already Approved															
ORA	Accredited Home Lenders	3347 Michelson Dr Suite 300, Irvine, CA 92612	86	11	PENDING	8/22/07	PENDING	8/22/07 12/3/07	n/a	n/a	8/23/07	8/23/2007	n/a	0	0
ORA	BNC Mortgage, Inc.	1901 Main Street, Irvine, CA 92614	397	75	8/28/07	8/22/07	5/21/07	10/22/07	n/a	n/a	8/23/07	9/13/ 9/14/ 8/23	n/a	123	123
ORA	BNC Mortgage, Inc.	1901 Main Street, Irvine, CA 92614	94	16	8/19/07	6/14/07	6/21/07	8/12/07	n/a	n/a	8/23/07	8/23/2007	n/a	0	0
ORA	CB Richard Ellis	4400 Mac Arthur Blvd, Newport Beach, CA 92660	210	37	2/27/07	2/21/07	3/5/07	4/20/07 12/31/07	n/a	n/a	3/28/07	3/28/2007	n/a	0	0
ORA	CHM Mortgage, Inc.	1800 E. Imperial Highway, Brea, CA 92821	77	13	4/30/07	4/3/07	5/3/07	6/29/07 8/27/07	n/a	n/a	8/18/07	5/18/07/5/2 10/22/07/31/0	n/a	62	32
ORA	Countrywide	1900 S. State College Dr., 4th Floor, Anaheim, CA 92806	95	40	9/12/07			11/12/07	n/a	n/a	9/18/07	TBD	n/a	0	0
ORA	Ditech.com	3200 Park Center Dr., Ste. 150, Costa Mesa, CA 92626	181	32	5/9/07	5/4/07	5/17/07	7/30/07 7/30/07	n/a	n/a	4/23/07	4/23/2007	n/a	0	0
ORA	Fieldstone Mortgage Company	2 Executive Cr., Ste. 250, Irvine, CA 92614	21	4	6/13/07	6/6/07	5/13/07	8/30/07	n/a	n/a	9/10/07	9/10/2007	n/a	0	0
ORA	Fieldstone Mortgage Company	2 Executive Cr., Ste. 250, Irvine, CA 92614	108	19	10/15/07			10/15/07 12/31/07	n/a	n/a			n/a		
ORA	Fremont Investment & Loan	2727 E. Imperial Hwy., Brea, CA 92821	28	5	5/31/07	5/22/07	6/5/07	7/30/07 8/5/07	n/a	n/a	3/20/ 4/4/ 5/20/ 6/4/ 10/1/07	3/20/ 4/4/ 5/20/ 6/4/ 10/1/2007	n/a	0	0
ORA	H&R Block Mortgage	6501 Irvine Center Dr., Irvine, CA 92618	170	30	8/20/07	9/18/07	10/1/07	11/17/07	n/a	n/a			n/a	0	0
ORA	Home Lending, LLC	26521 Rancho Pkwy. S. Ste. 210, Lake Forest, CA 92630	85	15	8/28/07	8/24/07	9/21/07	8/27/07	n/a	n/a	10/4/07	10/4/2007	n/a	0	0
ORA	Home View Lending, Inc.	25520 Connercentre Dr. 2nd Floor, Lake Forest, CA 92630	78	13	8/22/07	8/17/07	9/21/07	9/17/07 10/16/07	n/a	n/a	8/28/07	8/28/2007	n/a	0	0
ORA	HomeLoanCenter.com	163 Technology Dr., Irvine, CA 92618	174	36	9/28/07	9/28/07	10/1/07	11/27/07	n/a	n/a	5/14/07	5/14/2007	n/a	0	0
ORA	Lending Tree	163 Technology Dr., Irvine, CA 92618	271	47	5/11/07	5/11/07	5/18/07	7/10/07	n/a	n/a	5/14/07	5/14/2007	n/a	0	0
ORA	Novastar	25520 Connercentre Dr. 2nd Floor, Lake Forest, CA 92630	45	5	8/22/07	8/17/07	9/15/07	9/17/07 10/16/07	n/a	n/a	8/28/07	8/28/2007	n/a	0	0
ORA	Option One Mortgage	3 Ada, Irvine, CA 92618	133	23	5/21/07	5/15/07	5/20/07	7/14/07	n/a	n/a	5/30/07	5/30/2007	n/a	0	0
ORA	ResMAE	6 Point Dr., Brea, CA 92821	72	13	8/19/07	8/19/07	8/25/07	11/18/07	n/a	n/a	3/22/ 10/2	3/22/ 10/2	n/a	0	0
ORA	The Impac Companies "IMPAC"	19500 Jamboree Rd. Irvine, CA 92612	396	81	8/27/07	8/22/07	9/21/07	10/29/07 11/12/07	n/a	n/a	8/24/07	8/24/2007	n/a	80	22
ORA	Triad Financial Corp.	7711 Center Ave. Ste.100, Huntington Beach, CA 92647	124	22	7/29/07	7/19/07	8/19/07	9/17/07	n/a	n/a	11/1/06	11/1/2006	n/a	0	0
ORA	Wells Fargo Home and Consumer Finance Group	24 Executive Park, Irvine, CA 92614	50	9	9/17/07	9/12/07	10/1/07	11/13/07	n/a	n/a	10/5/07	10/5/2007	n/a	0	0
Grand			10,615	7,824											
														1,935	872

Mortgage Update	Company Name	# of ees'
Y		13921
06-07 state		3458
	1-2-3-Loan	149
	ACC Capital Holdings	949
	ACC Capital Holdings	355
	Ameriquest Mortgage Company	96
	Ameriquest Mortgage Company	349
	CB Richard Ellis	210
	Express Capital Lending	44
	Fremont Investment & Loan	313
	Fremont Investment & Loan	75
	Home View Lending, Inc.	21
	KB Homes	50
	Master Financial Incorporated	183
	Novastar	56
	Quickloans	150
	ResMAE	186
	Town & Country Credit	138
	Town & Country Credit	91
	Triad Financial Corp.	43
07-08 state		5661
	Accredited Home Lenders	66
	AmeriCredit	135
	Arbonne	47
	Aurora Loan Services	93
	Bank of America	57
	BNCMortgage,inc	491
	Capital One	256
	Chevy Chase Bank	90
	CitiMortgage, Inc.	77
	db home lending, LLC	85
	Ditech.com	181
	Encore Credit	70
	Fieldstone Mortgage Company	129
	H&R Block Mortgage	170
	Home View Lending, Inc.	76
	Land America Financial Group, Inc.	30
	Lending Tree	390
	NationPoint	150
	Nationwide Lending Corp	90
	New Century Mortgage Corporation	1213
	Novastar	45
	Opteum Financial Services, LLC	130
	Option One Mortgage	500
	Peoples Choice Financial	242
	Quantum	157
	ResMAE	72
	Schott	5
	The Impac Companies "IMPAC"	274

Mortgage Update	Company Name	# of ees'
	Washington Mutual	231
	Wells Fargo Home and Consumer Finance Group	50
	WMC Mortgage	59
08-09 state		1704
	Arbonne	99
	Bear Stearns	298
	First Bank	83
	First Franklin	71
	HomeLoanCenter.com	174
	Indymac Bank	257
	JPMorgan Chase	50
	Khovnanian Homes	70
	Lehman Brothers Bank	126
	Morgan Stanley	125
	Nationwide Insurance	36
	Washington Mutual	315
not filed		2444
	Acoustic Home Loans	302
	ACS Business Process Solutions	113
	Ameriquet Mortgage Company	18
	Argent Mortgage Company	201
	Aurora Loan Services	92
	BNCMortgage,inc	152
	Countrywide	95
	Countrywide Financial	57
	Countrywide Home Loans	59
	D.R. Horton	33
	Encore	101
	First NLC	113
	Fremont Investment & Loan	79
	Mortgage 17	19
	New Century Mortgage Corporation	137
	Quantum	72
	ResMAE	290
	The Impac Companies "IMPAC"	122
	Triad Financial Corp.	124
	Western National Group	215
	WMC Mortgage	50
Pending		296
	AIG Marketing Inc.	218
	Ditech.com	78
Returned for Corrections		358
	Citi Residential Lending	240
	Union Bank of California	118
Grand Total		13921

Company Name
1-2-3-Loan
ACC Capital Holdings
Accredited Home Lenders
Acoustic Home Loans
ACS Business Process Solutions
AIG Marketing Inc.
AmeriCredit
Ameriquest Mortgage Company
Arbonne
Argent Mortgage Company
Aurora Loan Services
Bank of America
Bear Stearns
BNCMortgage,inc
Capital One
CB Richard Ellis
Chevy Chase Bank
Citi Residential Lending
CitiMortgage, Inc.
Countrywide
Countrywide Financial
Countrywide Home Loans
D.R. Horton
db home lending, LLC
Ditech.com
Encore
Encore Credit
Express Capital Lending
Fieldstone Mortgage Company
First Bank
First Franklin
First NLC
Fremont Investment & Loan
Fremont Investment & Loan
H&R Block Mortgage
Home View Lending, Inc.
HomeLoanCenter.com
Indymac Bank
JPMorgan Chase
KB Homes
Khovnanian Homes
Land America Financial Group, Inc.
Lehman Brothers Bank
Lending Tree
Master Financial Incorporated
Morgan Stanley
Mortgage 17
NationPoint
Nationwide Insurance
Nationwide Lending Corp
New Century Mortgage Corporation

Novastar
Opteum Financial Services, LLC
Option One Mortgage
Peoples Choice Financial
Quantum
Quickloans
ResMAE
Schott
The Impac Companies "IMPAC"
Town & Country Credit
Town & Country Credit
Triad Financial Corp.
Union Bank of California
Washington Mutual
Wells Fargo Home and Consumer Finance Group
Western National Group
WMC Mortgage

**Coast Community College District
WIA PERFORMANCE
National Emergency Grant - Mortgage Assistance II**

Cumulative

I. WIA ENROLLMENTS	08/01/09 – 09/30/09	10/01/09 – 12/31/09
A. New Enrollments	80	176

II. PROGRAM SERVICES COMPONENTS	08/01/09 – 09/30/09	10/01/09 – 12/31/09
A. Core Self Services	80	176
B. Registered Core Enrollments	80	176
C. Intensive Enrollments	60	123
D. Training Enrollments: Individual Training Account (ITA) and non ITA	25	53
E. Training Enrollments: On the Job (OJT)	0	0

III. QUARTERLY EXIT PERFORMANCE INDICATORS	08/01/09 – 09/30/09	10/01/09 – 12/31/09
A. Total Exits	0	60
B. Entry into Unsubsidized Employment ₁ B=(A)*(0.90%) Q1 after exit	0	54
D. Retention in Unsubsidized Employment at six months ₂ D=B*(0.93%) Q2 and Q3 after exit	0	50
E. Average Earnings in six months ₃ (\$16,000)		

- 1 The Performance Standard for this measure is 90% of participants who exit must be placed in the 1st quarter after exit.
2 The Performance Standard for this measure is 93% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.
3 The Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

Attainment of recognized credential relating to achievement of educational or occupational skills ₁ (72%) Q3 after exit	72%	72%
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- 1 The Performance Standard for this measure is 72% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Dislocated Worker
Entered Employment	90%
Retention	93%
Average Earnings	\$16,000
Credential/Certificate Rate	72%

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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Description of Adult Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
at date of participation:*

of participants who are employed
in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

of participants who are employed in
both the second and the third quarters
after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

NATIONAL EMERGENCY GRANT (NEG) BUDGET

Coast Community College District/One Stop Center - North

FY 09/10

Exhibit D
16-NEG2-10

Line Item	NEG Funds	Total
A. Staff Salaries	77,307	77,307
B. Staff Fring Benefits	43,294	43,294
C. Staff Travel	3,500	3,500
D. Operating Expenses (Communications, facilities, utilities maintenance, consumable supplies, audit, etc.)	225,922	225,922
E. Furniture and Equipment		
1 Purchase (unit cost is less than \$5,000 and useful life is less than one year.)		-
2 Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form		-
3 Lease		-
F. Consumable Testing and Instructional Materials		-
G. Training Cost - ITA		-
G. Training Cost		-
H. On-the-Job Training		-
I. Participant Wages and Fringe Benefits		-
J. Participant Supportive Services	36,900	36,900
K. Indirect Costs/Administrative Costs	11,474	11,474
Total Budget	398,397	398,397

**NATIONAL EMERGENCY GRANT
COAST COMMUNITY COLLEGE DISTRICT
PY 09-10 EXPENDITURE PLAN**

CONTRACT NO.**16-NEG2-10****COST CATEGORIES****PROGRAM**

	Qt 1	Qt 2	Qt 3	Qt4	Total
7/1/09-9/30/09	10/1/09-12/31/09				
1. Salaries	38,654	38,654			77,308
2. Benefits	21,647	21,647			43,294
3. Operations	67,777	158,145			225,922
4. Consultant/Subcontract					
5. Employer Reimbursement (OJT)	-	-			-
6. Miscellaneous Client Fees /Traing		-			-
7. Student Supplies/Supportive Services	7,380	29,520			36,900
8. Participant Wages					
9. Travel /Mileage	1,050	2,450			3,500
10. Equipment : \$5,000 or Over					
11. Equipment : Computer Related - \$1,000 -\$4,999					
12. Equipment : Non Computer - \$1,000 - \$4,999					
PROGRAM SUBTOTAL	136,508	250,416	-	-	386,924

ADMINISTRATION

1. Indirect (4%)	4,095	7,379	-	-	11,474
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GRAND TOTAL

140,603	257,795	-	-	398,398
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**State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)**

**EXHIBIT E
16-NEG2-10**

Coastline Community College District

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The danger of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE

FEDERAL ID NUMBER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name and Title of Authorized Representative

Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

FORMULA

Grantee/Contractor Organization

Program/Title

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.
Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit H
16-NEG2-10
Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____ if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department / Agency: _____	7. Federal Program Name/Description: CFDA Number, if known: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____ 12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure snail be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure </div> <div style="flex: 1;"> Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____ </div> </div>		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C;
7510-01-C , 35 1 O-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,
6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32-C, 4410-15-C~
4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C,
6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75
55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -10 1 U-42-C

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Authorized Signature

Name

Title

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A - EXEMPT

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____

COAST COMMUNITY COLLEGE DISTRICT
Agreement for Contracted Services

This Agreement for Contracted Services ("Agreement") is entered into by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a public educational agency, with a principal place of business at 1370 Adams Avenue, Costa Mesa, California 92626, hereinafter referred to as "DISTRICT" (Tax ID 95-6002272) and Kingston Technology Company, Inc., with a principal place of business at 17600 Newhope Street, Fountain Valley, CA 92708-4220, hereinafter referred to as "COMPANY." DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the California Code of Regulations and Sections 72620 and 78020 of the California Education Code to conduct Contract Instruction and Counseling Services to serve community needs; and

WHEREAS, COMPANY desires to contract with DISTRICT for the delivery of services and courses to meet the needs of its employees;

DISTRICT and COMPANY agree as follows:

1. The term of this Agreement shall be from August 20, 2009 through June 30, 2010 inclusive (the "Term"). Either Party may terminate this Agreement, with or without cause, upon 30 days written notice to the other Party. In the event of such termination, COMPANY shall pay DISTRICT the value of its services completed as of the date of termination, and COMPANY's obligations to DISTRICT upon such termination shall be fulfilled by payment of such value.
2. The courses and services to be provided shall be English as a Second Language curriculum, or other support and instructional services requested by COMPANY, as identified in Exhibit A attached herein.
3. COMPANY agrees to pay DISTRICT \$150.00 per training hour. DISTRICT shall invoice COMPANY once a month for the training hours completed in the prior month and for any assessment fees or customized curriculum development fees incurred by COMPANY in the prior month. Each invoice submitted is due and payable in full 30 days after receipt of the invoice by COMPANY. COMPANY agrees to pay \$55.00 per individual assessed. This assessment fee will be credited back to COMPANY for each individual that

Kingston Technology Company, Inc.

August 4, 2009

Page 1 of 8

subsequently participates in the language training program.

4. COMPANY may opt for additional training per the rates identified in Exhibit A, upon mutual agreement between the Parties. For customized development of a curriculum, a developmental services fee of \$75.00 per hour shall be charged per mutual agreement between the Parties.
5. The services will be conducted at one of COMPANY's locations which shall be designated by COMPANY (hereinafter "CLASS SITE") and at no facility usage cost to DISTRICT.
6. COMPANY shall submit a roster of attendees for each course module at least one week prior to the start of each module utilizing the spreadsheet document provided by DISTRICT. DISTRICT shall maintain an attendance roster for each class meeting, and provide COMPANY pre-and post-assessment test scores and certificates of completion for each attendee.
7. DISTRICT and COMPANY will provide administrative supervision and liaison with each other in the performance of this Agreement. The administrative contact for DISTRICT will be Rosanne Freilich, Corporate Education and Workforce Programs Coordinator, (714) 241-4924; fax (714) 431-3381; email: rfeilich@coastline.edu. The administrative contact for COMPANY will be Rosy Wang, Sr. Human Resources Generalist, (714) 427-3822; fax (714) 427-3555; email: rosy_wang@kingston.com.
8. The Parties agree not to unlawfully discriminate in the selection, placement or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, or sexual orientation.
9. COMPANY will make whatever special arrangement is necessary to account for employee time spent in instruction if COMPANY policy requires more than review of DISTRICT attendance records which shall be maintained by the designated faculty throughout the duration of each course.
10. COMPANY will provide for Workers Compensation coverage for all of its employees who receive instructional and services under the terms of this Agreement.

Kingston Technology Company, Inc.
August 3, 2009
Page 2 of 8

11. Indemnity

a. COMPANY, to the extent permitted by law, shall defend, indemnify, and hold DISTRICT and its trustees, employees, instructors, agents, representatives, and students free and harmless from and against all claims, liability, loss, and expense, including reasonable attorney's fees and court costs, which may arise because of the sole breach, negligence, misconduct, or other fault of COMPANY in the performance of its obligations under this Agreement.

b. DISTRICT, to the extent permitted by law, shall defend, indemnify, and hold COMPANY and its representative trustees, officers, employees, instructors, agents, representatives, and students free and harmless from and against all claims, liability, loss and expense, including reasonable attorney's fees and court costs, which may arise because of the sole breach, negligence, misconduct, or other fault of DISTRICT in the performance of its obligations under this Agreement.

12. Entire Agreement. This Agreement supersedes all other agreements, either oral or written, between the Parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the Parties with respect thereto. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or by anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the Party to be charged, in the form of an amendment to this Agreement./

13. The faculty and staff assigned to develop, to coordinate, and to conduct the education and services identified herein will be certified in accordance with the hiring standards of DISTRICT.

14. COMPANY may arrange only with the assigned DISTRICT administrator to hold or not to hold a portion of the education services at the particular times agreed upon between COMPANY and DISTRICT.

15. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other Party as

Kingston Technology Company, Inc.

August 3, 2009

Page 3 of 8

follows:

To Campus: Rosanne Freilich
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Fax (714) 241-6270

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor, Administrative Services

To Company: Attn: Rosy Wang, Human Resources
Kingston Technology Company, Inc.
17600 Newhope Street
Fountain Valley, CA 92708

and/or such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective 48 hours after deposit in the mail.

16. Each individual executing this Agreement on behalf of COMPANY represents and warrants that he/she is duly authorized to execute this Agreement on behalf of COMPANY and that this Agreement is binding on COMPANY.
17. Except as otherwise required to be disclosed by law, DISTRICT agrees to maintain in strict confidence all of COMPANY'S confidential information ("Confidential Information") whether heretofore or hereafter disclosed to DISTRICT, and not to disclose or permit disclosure of such Confidential Information to other persons, DISTRICT further agrees not to use the Confidential Information other than in COMPANY'S behalf for the purposes furnished.
18. This Agreement is executed in and shall be governed by the laws of the State of California. In the event of any dispute with respect to the subject matter of this Agreement, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable costs and expenses, including attorneys' fees, incurred in

Kingston Technology Company, Inc.
August 3, 2009
Page 4 of 8

litigating, arbitrating, or otherwise settling or resolving such dispute.

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)
a Public Educational Agency

Kingston Technology Company, Inc.

By:

Title: President, Board of Trustees

Date: _____

Signature: _____

By: Cathy Schulte

Title: Director, Human Resources

Date: _____

Signature: _____

Kingston Technology Company, Inc.
August 3, 2009
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COASTLINE
COMMUNITY COLLEGE

Exhibit A

Kingston Technology Company, Inc. English as a Second Language Training

Company Contact: Rosy Wang
Phone: (714) 427-3382; Fax (714) 427-3555
Email: rosy_wang@kingston.com

Coastline Contacts: Rosanne Freilich
Phone: (714) 241-4924; email rfreilich@coastline.edu
11460 Warner Avenue, Fountain Valley, CA 92708

Program assistant: Karen Conlisk, kconlisk@coastline.edu, or call (714) 241-6355

About Coastline:

Coastline Community College is committed to learner success through accessible and flexible education within and beyond the traditional classroom.

Founded in 1976, Coastline is accredited by the Western Association of Schools and Colleges. The Coast Community College District (CCCD) is a multi-college district that includes Coastline College, Golden West College, and Orange Coast College. Coastline was conceived to be a "college without a campus," to provide non-traditional and innovative resources, facilities and services to meet the needs of "non-traditional" students desiring access to higher education.

The English as a Second Language Institute (ESLI) is Coastline's premier English program for foreign-born or bilingual learners who need to improve their skills in speaking, comprehending, reading, or writing the English language. Coastline has one of the largest language course offerings in the State of California.

In collaboration with the Orange County Workforce Investment Board, Coastline is developing a technology-based learning English language acquisition program for nurses, incorporating online and virtual learning modalities. This program will be a viable option to many non-native speakers in our community workforce who have difficulty attending classroom instruction.

Coastline's Instructors:

ESL Department Chair, *Dr. Linda Kuntzman* holds a Ph.D. in linguistics and an M.A. Degree in Teaching English as a Second Language (ESL) from the University of Hawaii. In 1992, she received the NISOD award for teaching excellence, and in 1993 she was one of four department chairs nationwide recognized as "Outstanding Community College Chairs" at the International Conference for Community College Chairs, Deans, and Other Instructional

Kingston Technology Company, Inc.
August 3, 2009
Page 6 of 8

Leaders. She has served as the Chairman of the ESL Department at Coastline College since 1980.

Patrick Herrera, Professor, holds his graduate and undergraduate degrees from UCLA in the fields of Linguistics Developmental Psychology and Latin American Studies. He has performed extensive research in ESL methodology including inherent areas of difficulty in acquisition of English. Mr. Herrera's teaching experience includes more than 15 years of teaching at the K-12 as well as undergraduate and graduate levels.

All instructors hired for this training meet the standards set forth by the State of California for teaching the subject of English as a Second Language.

Instructor assignments may vary depending on the schedule and location of training.

About Language Acquisition

Studies show that a typical non-native English speaker with a strong foreign accent loses about 25 percent of his time and effectiveness because of unclear speech. Many foreign-born professionals, even those who have studied English for years, may have problems communicating effectively due to poor pronunciation of American English resulting in misunderstandings among customers and co-workers, time-consuming repetitions and mistaken messages.

Further research demonstrates that those who are literate in their native language will achieve greater results more quickly than those who are illiterate or not as literate in their native language. This is taken into consideration upon assessment and selection of employee-candidates for training.

Program Recommendations

Global goals:

- Basic English language skills: Early focus will be on listening and speech
- Comprehension of English
- Clear and comprehensible communication
- Conduct standard dialogs with others in their workplace

Course objectives:

- Phonics and phonetics of English (sounds and sound reproduction)
- High frequency vocabulary in the workplace
- Obstacles to communication in vocabulary (homonyms, etc.)
- Communication skills in the workplace
- Basic grammar elements of proper English syntax
- Idiomatic speech patterns in English
- Common idioms in English speech
- Reading and interpretation of terminology used in workplace

Ongoing assessment will be conducted to assure continuity and progress in the program.

Kingston Technology Company, Inc.
August 3, 2009
Page 7 of 8

Post assessment of each employee will be conducted following each module for review and discussion with company for ongoing planning.

Scheduling Recommendations:

- Coastline recommends at least 48 hours of instruction for each program module (8-12 weeks each)
- Each module should consist of 2 hours per day and two days per week minimum.
- Pre assessment shall include meeting with company management/organizational team and individual assessment of employee candidates.
- Examples of Schedules:
 - Schedule based on an 8-week format; 6 hours per week = 48 total hours
 - Scheduled based on a 12-week format: 4 hours per week = 48 total hours

Pricing:

- Instruction shall be billed to the company at \$150 per hour for up to twenty (20) participants. This includes materials and texts.
- Pre-assessment fee of \$55 per assessment shall be billed for each individual assessed.
- If determined a need by company, developmental services to customize curriculum shall be billed at a rate of \$75 per hour.

**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 \$42,125.00 for the design, development, and delivery of the Safe Work Practice corporate blended/hybrid workshop and train-the-trainer sessions in accordance with the attached scope of work. Through December 31, 2009, *Seaport* (Coastline's Course Management System) will host this course and content for all enrolled corporate employees, up to 500 Chevron employees.

Payment will be divided into five equal installments of \$8,425.00 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 a blended/hybrid learning course for Safe Work Practices (SWP) Workshop and Train the Trainer (TTT) sessions to include both online and face-to-face learning.
- Audience: 1) SWP Workshop for Current Chevron employees for continuing training, performance improvement, and improved safety
2.) TTT course to 18 Division Trainers
- Goals:
- » Develop a participant-centered learning experience where employees plan, analyze, and safely perform critical isolation techniques
 - » Increase trainee satisfaction, learning, and on-the-job performance
 - » Increase teacher/trainer satisfaction and cost-effectiveness
 - » Improve access to critical standardized teaching/training tools for all trainers
- Strategy: Develop a blended learning solution that includes a pre-reading assignment, participant-centered workshop, case study, and field exercise.
- Budget: \$42,125
- Schedule: Now through December 31, 2009

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. 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 creation of a blended learning solution for the Safe Work Practices training.

CLS will develop/confirm, learning objectives, and content outlines for the course. We will also design assessments for learner evaluation.

3. Development: Work with Subject matter Experts to develop the following deliverables for late August Delivery:
 - a. Pre-test to assess current knowledge
 - b. Pre-reading assignment for participants who do not master content in the pre-test
 - c. Facilitator's guide for participant-centered workshop activities where participants plan for isolation and field activities where participants can safely isolate equipment
 - d. Post-test to assess knowledge gained
 - e. Field performance checklist so supervisors can assess success in safe isolation of equipment in their own work areas
 - f. Train-the-trainer outline and supplemental materials
4. Implementation: CLS will upload the course elements into "Seaport," Coastline's proprietary online course management system, for delivery and storage of content via the Internet. Additionally, classroom support during the Train-the-Trainer session and the Participant workshop will be provided.
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 field assessment, CLS will also design Level 3 (transfer to the workplace) tool that can be implemented by supervisors in their own work areas. [Note: If desired, we can discuss the addition of Level 4 (business outcomes) evaluation, which would require gathering metrics related to accidents and incidents, as well as survey or supervisors and division trainers. This is not currently included in the contract amount above.]



Amendment to Agreement
between
Coast Community College District
and
McGrawHill Companies
re
Humanities Through the Arts Telecourse

This is an amendment to an Agreement ("Agreement") between Coast Community College District ("Coast") and McGraw-Hill Companies ("Publisher") executed by Coast on December 8, 1977, with respect to a telecourse entitled *The Humanities Through the Arts* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Eighth Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE to accompany The Humanities Through the Arts ("Eighth Edition")* the Publisher and Coast wish to have Coast prepare the necessary revisions for the Eighth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement which will correspond to the Eighth Edition of the text, presently entitled, *The Humanities Through the Arts*, by F. David Martin and Lee A. Jacobus;

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Eighth Edition:

1. Coast hereby grants to Publisher the right to print, publish, and sell the Eighth Edition under the same terms and conditions applicable to the Seventh Edition Telecourse Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before December 15, 2009 camera-ready mechanicals for the Eighth Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 350 pages in length, provided the Publisher delivers all final page proofs to Coast by August 5, 2009.
3. Publisher shall pay to Coast the sum of \$5,000.00 as a grant for revision to accommodate the new edition of "The Humanities Through the Arts" by Martin/Jacobus, payable as follows:
 - (a) \$2,500.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,500.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
4. The copyright for the Eighth Edition shall be registered to Coast Community College District.
5. All notices to Coast are to be sent to: Dan Jones, Executive Dean of Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA

92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.

6. All notices to Publisher are to be sent to:
Briana Porco
McGraw-Hill Higher Education
2 Penn Plaza, 20th Floor
New York, NY 10121

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged..

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

McGraw-Hill Companies

By _____
President,
Board of Trustees

By _____
Publisher

With Notification to:

Executive Dean,
Instructional Systems Development
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Acquisitions Editor

President, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel

**AMENDMENT
TO THE AGREEMENT BETWEEN
THE COAST COMMUNITY COLLEGE DISTRICT
AND
BEDFORD, FREEMAN, AND WORTH PUBLISHING GROUP, LLC
RE: Life Span & Child Development**

AMENDMENT made this August 19, 2009 to an Agreement dated April 18, 2001 (the "Agreement"), between Coast Community College District, 11460 Warner Avenue, Fountain Valley, California 92708-2597 ("Coast"), and Bedford, Freeman & Worth Publishing Group, LLC, 41 Madison Avenue, New York, NY 10010, (the "Publisher"), with respect to a telecourse entitled *Transitions Throughout the Life Span* ("Project Telecourse").

WHEREAS, pursuant to the Agreement between Coast and the Publisher, Coast has granted the Publisher the right to publish and sell student study guides ("Telecourse Student Guides") to accompany the Project Telecourse and the Publisher has agreed to pay certain royalties thereon;

WHEREAS, the Publisher wishes to publish the fourth edition of the Telecourse Student Guide to accompany *The Developing Person Throughout the Life Span*, 8/e, by Kathleen Stassen Berger and to publish a separate Telecourse Student Guide to accompany *DEVELOPING THROUGH THE LIFE SPAN*, 1/e, by Kathleen Stassen Berger (said two Telecourse Student Guides collectively, the "Guides"), and the Publisher and Coast wish to have Coast prepare those Telecourse Student Guides under the terms and conditions applicable to Telecourse Student Guides under the Agreement, as modified herein; and

WHEREAS, the Publisher has requested and Coast has agreed to prepare the Guides, it is hereby agreed as follows:

- 1) Coast hereby grants to the Publisher the right to print, publish, and sell the Guides under the same terms and conditions applicable to the First Edition Telecourse Student Guide pursuant to the Agreement. Without limiting the generality of the above, Coast will be entitled to royalties on each of the Guides in accordance with Paragraphs 2.2(f) and 3.3 of the Agreement, but only to the extent that such royalties, together with the royalties earned by Coast from the sale of the first three editions of the Telecourse Student Guide to accompany *The Developing Person Throughout the Life Span* by Kathleen Stassen Berger, exceed the advance paid by the Publisher pursuant to Paragraph 3.2(a) of the Agreement.
- 2) Coast shall deliver to the publisher camera-ready mechanicals satisfactory to the Publisher in content and form of approximately 350-400 pages in length as follows:
 - a) Fourth edition of the Telecourse Student Guide to accompany *The Developing Person Through the Life Span*, 8/e, by Kathleen Stassen Berger, shall be delivered to the Publisher on or before a mutually agreeable date based on the revision of the seventh edition. Final page proofs must be available at least four months prior to the due date.
 - b) First edition of the Student Guide to accompany *DEVELOPING THROUGH THE LIFE SPAN*, 1e by Kathleen Stassen Berger shall be delivered to the Publisher on or before November 20, 2009

3) The Publisher shall pay Coast the following sums as grants for preparation of the Guides:

- a) \$4,000 upon Coast's written request after the Publisher's acceptance of the complete and satisfactory camera-ready mechanicals for the Fourth Edition of the Telecourse Student Guide to accompany *The Development Person Throughout the Life Span* by Kathleen Stassen Berger;
- b) \$3,000 upon Coast's written request after the Publisher's acceptance of the complete and satisfactory camera-ready mechanicals for the First Edition of the Telecourse Student Guide to accompany *DEVELOPING THROUGH THE LIFE SPAN* by Kathleen Stassen Berger.

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed. All capitalized terms herein not otherwise defined herein shall have the meanings given in the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of the date first written above.

AGREED:

Coast Community College District

Bedford, Freeman & Worth
Publishing Group, LLC

By: _____
President
Board of Trustees

By: _____
Elizabeth Widdicombe
President and Publisher

With Notification to:

Executive Dean, Center for ISD
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Acquisitions Editor
Worth Publishers
41 Madison Avenue
New York, NY 10010-2202

Director, Marketing & Partnerships
Coast Learning Systems
11460 Warner Avenue
Fountain Valley, CA 92708

Elizabeth Widdicombe
Worth Publishers
41 Madison Avenue
New York, NY 10010-2022

Vice Chancellor, Administrative Services
Coast Community College District
1170 Adams Avenue
Costa Mesa, CA 92626

APPROVED _____ AS TO FORM

CCCD Legal Counsel Approval

Pearson VUE Authorized National Test Center Agreement

Company Legal Name (NTC) Coast Community College District (Coastline Community College)
Street Address 1370 Adams Avenue
City Costa Mesa State/Province CA
Country USA Postal Code 92626
Phone 714-241-6292 Fax 714-241-6324
("Company")

Will there be a NTC at the above address? Yes ☐ No ☒ If "No" skip to the signature blank information below, and also complete all NTC information on Exhibit B.

On-site Technical/Installation Contact Name _____
Phone _____ Email Address _____

NTC Administrator Contact Name _____
Phone _____ Email Address _____

Accounting Contact Name Tran Ha
Phone (714) 546-7600 Email Address tha@coastline.edu

Address 11460 Warner Avenue
City Fountain Valley State/Province CA
Country USA Postal Code 92708
Web Address http://military.coastline.edu Site ID # _____
(Pearson VUE will fill in this blank)

Pearson VUE, a business of NCS Pearson, Inc., with offices located at 5601 Green Valley Drive, Bloomington, MN 55437-1099 ("Pearson VUE"), contracts for and Company agrees to provide the facilities and services of a testing center in accordance with this Pearson VUE Authorized National Test Center Agreement and the following documents which are incorporated in and made a part of this agreement ("Agreement").

Exhibit A — Payment Schedule
Exhibit B — Additional NTC Site(s)

Company acknowledges it has read,
understands and is bound by this Agreement.

Signature _____
Print Name _____
Title _____ Date _____
Email Address _____

NCS Pearson, Inc.

Signature _____
Print Name _____
Title _____ Date _____

Pearson VUE Authorized National Test Center Agreement

BACKGROUND

Pearson VUE is in the business of providing various services for the benefit of Sponsors or Credentialing Associations. Pearson VUE's services to Sponsors or Credentialing Associations include registration of Candidates for testing to demonstrate that they have met the requisite Sponsor or Credentialing Association requirements. Sponsors or Credentialing Associations require that dependable, high quality, secure, and consistent testing be available to be delivered electronically throughout the world. Pearson VUE furnishes testing services to Sponsors or Credentialing Associations by contracting with companies which provide one or more testing centers which meet Pearson VUE and Sponsor or Credentialing Association requirements thereby establishing an international network of testing centers. Pearson VUE strives for positive and consistent execution in providing superior service to Sponsors or Credentialing Associations and Candidates relying on those testing centers. The testing centers provide a secure and uniform testing environment offering high quality service and dependability. A Candidate's complete satisfaction with the testing experience is one indication Pearson VUE and the testing centers are achieving that goal.

Company understands the requirements and standards of Pearson VUE and the Sponsors or Credentialing Associations. Company and Pearson VUE will provide, under the terms and conditions of this Agreement, electronic testing services to all eligible military service members and other Candidates for whom Company would like to provide these services. Company and Pearson VUE desire to create this Agreement to provide such services. This Agreement sets forth the terms and conditions, responsibilities, rights and remedies which Company and Pearson VUE accept and intend to govern their relationship

OBJECT OF THE AGREEMENT

This Pearson VUE Authorized National Test Center Agreement ("Agreement") defines the relationship between Company and Pearson VUE whereby Company is setting up a National Test Center ("NTC"), which it owns and operates on military bases and other approved locations for the purpose of providing a select group of Tests to military service members, military spouses, and eligible civilians. NTC Centers means facilities in which capable and authorized computer based testing takes place. Pearson VUE will provide NTC Centers with software to deliver computer based testing for professional and occupational certification examinations to military personnel. These computer-based exams will be delivered according to Sponsor's or Credentialing Association's published examination schedules and fees applicable to the public or specifically created for eligible military personnel that are in effect at the time services are performed.

Company understands that by contracting with Pearson VUE, it accepts the responsibility to provide electronic testing services in accordance with Pearson VUE's requirements. Company will strive to use Pearson VUE software and applications appropriately, operate its NTC(s) responsibly, deliver the electronic Tests successfully, and upload Candidate results proficiently. Company's ultimate aim will be to deliver superior Services flawlessly and as timely as possible during the Term of this Agreement.

DEFINITIONS

1. DEFINITIONS

These definitions apply to this Agreement:

- a. **Administrator**—NTC employee(s) who has been certified under Pearson VUE's Certified Administrator Program.
- b. **Agreement**—This Pearson VUE Authorized National Test Center Agreement which includes the Guide, the Exhibits, Schedules and other related documents referred to herein.

Pearson VUE Authorized National Test Center Agreement

- c. **Candidate**—An individual who take Sponsor's or Credentialing Association's exams and meet the requirements to enter into as determined by NTC.
- d. **Company**—The organization contracting with Pearson VUE to provide facilities for the electronic delivery of Tests.
- e. **Effective Date**—The date Pearson VUE signs and dates this Agreement.
- f. **Guide**—Pearson VUE's policies and procedures manual that sets forth the testing policies and procedures, the Sponsor's or Credentialing Association's requirements, and explains the use of Pearson VUE's applications. The Guide also includes the Installation Manual for installation of Pearson VUE software. The Guide is subject to periodic updating by Pearson VUE.
- g. **Item**—A single question or problem provided by Sponsor or Credentialing Association that may appear on a Test.
- h. **Item Bank**—A pool or group of Sponsor's or Credentialing Association's Items from which a specific number are combined to comprise a Test.
- i. **NTC or National Test Center**—A Pearson VUE authorized Test Center owned and operated exclusively by Company on military bases and other approved locations for the purpose of providing a select group of Tests to military service members, military spouses, and eligible civilians.
- j. **Pearson VUE Administrator**: A NTC Test Control Officer who has passed the administrator exam and NTC agree will follow the policy and procedures described for a Pearson VUE Administrator in the Guide.
- k. **RMA**—Remote Maintenance Agent software that allows for the transfer of data (registrations, Tests, scores) to and from Pearson VUE.
- l. **Services**—Those actions and obligations which are to be performed by Company as specifically described in this Agreement.
- m. **Site Manager**—Pearson VUE software application that provides Candidate scheduling and site information.
- n. **Sponsor or Credentialing Association**—Organizations which have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification or other form of recognized position, title or status and who have contracted with Pearson VUE to provide electronic testing services to Candidates who are seeking to demonstrate those qualifications.
- o. **Support**—Support service available to Company from Pearson VUE by phone or electronic communication on customary business days excluding holidays Pearson VUE observes. Additional on-call hours are available. Pearson VUE may modify Support upon ten days prior written notice to Company.
- p. **System**—Pearson VUE's computerized system, software and applications designed for registration, scheduling, delivery of Tests and testing. The System includes the software, test drivers, test files, documentation and other related materials and information as specified and described in this Agreement including any documentation made a part of this Agreement.
- q. **Test**—A computer administered exercise, authorized by a Sponsor or Credentialing Association, designed to examine a Candidate's progress or test qualification or knowledge.

RESPONSIBILITIES OF THE PARTIES

A. COMPANY RESPONSIBILITIES 1. READINESS FOR TEST DELIVERY

To begin offering testing to Candidates at the earliest possible date, Company agrees to make every effort to see that all elements of its NTC are installed and the NTC is fully ready for Test delivery within 30 days from receipt of the installation kit. If the NTC is not installed within 30 days, Pearson VUE will have the immediate right to terminate this Agreement.

Pearson VUE Authorized National Test Center Agreement

2. NTC OPERATIONS

- a. Company will (i) furnish facilities and Services including, but not limited to, furnished building(s), testing equipment, facilities management, Candidate orientation, Test delivery, and daily system backup to provide testing for a variety of Candidates and Pearson VUE's Sponsors and (ii) operate its NTC, all in accordance with this Agreement and the requirements of the most recent version of the Guide. Further, Company will comply with the Software License in this Agreement.
- b. NTC may be located at Company's street address indicated on the signature page of this Agreement and/or the additional location(s) shown on Exhibit B, if applicable, which may be attached to this Agreement by the mutual written agreement of the parties. Each NTC will be operated and equipped as required in this Agreement and the Guide.
- c. Subject to Sponsor's and Pearson VUE's approval, Company will deliver all Tests administered by Pearson VUE.
- d. Company will at all times provide a minimum of one Administrator per NTC. Administrator is responsible for fulfilling all duties associated with the operation of the NTC in accordance with the Guide.
- e. Cisco prohibits anyone with a Cisco certification from serving as a NTC Administrator. Before taking any Cisco Test, a NTC Administrator must first resign from the position of NTC Administrator.
- f. Company will establish and regularly update through the Pearson VUE Site Manager, a listing of NTC employees.
- g. Company will provide and continually update its own testing availability schedule using Pearson VUE'S Site Manager. NTC(s) will be open during the business hours Company establishes for testing.
- h. If Company anticipates changing its time(s) and/or date(s) of Test delivery, Company is responsible for determining whether there are any Candidates scheduled during that time(s) and/or date(s), and making the necessary arrangements to deliver such Tests or to reschedule such Tests accommodating Candidate's requests. All such accommodations must be undertaken immediately to the complete satisfaction of the Candidate.
- i. Company will regularly check the Pearson VUE website and run the NTC Report Card report detailing Candidate feedback on their testing experience. Company will make every effort to improve areas that do not meet Pearson VUE's criteria.
- j. Company will continuously monitor Candidates during the entire testing process by having the Administrator be able to view all Candidates directly, or by video, at all times. The Administrator must be aware of all activities in the test room and be alert for any misconduct. Further, Company will not facilitate and will discourage any actions by Candidates that could be construed as cheating and will not allow any Candidate to copy or misuse the Software, applications, and any related Test materials or documentation.
- k. Within 24 hours of delivery of any Test at a NTC, Company will report the results to Pearson VUE by running RMA software provided by Pearson VUE in accordance with the Guide.
- l. Pearson VUE or its authorized representatives with reasonable notice may periodically inspect and audit the NTC to determine if the NTC is meeting their requirements under this Agreement. Company Administrators will cooperate fully with all such inspections and allow complete access to the NTC and all equipment, software, systems and records. Company will refer any questions about the inspection to Pearson VUE Support Services."
- m. Company must notify Pearson VUE in writing at least 30 days in advance of any intended relocation of a NTC or for any name change.
- n. Company will maintain strict security in the storage and distribution of the Software and any copies to protect the copyright and/or trade secret rights therein, and not provide, permit access to or otherwise make available, the Software, documentation or related materials (or copies, summaries, notes or modified versions thereof), to any other party or for any other use.

Pearson VUE Authorized National Test Center Agreement

3. NTC SPECIFICATIONS

To provide for Candidate's testing needs and meet the Sponsors' requirements, NTC will meet or exceed the minimum specifications in the Guide and Company will:

- a. Provide a clean, comfortable, and professional environment conducive to testing Candidates which is free of distractions.
- b. Maintain a quiet test environment by turning off or not using equipment such as printers, fax machines, copiers, and telephones while testing is in progress.
- c. Provide adequate lighting, ventilation and comfortable seating and work surface for Candidate's comfort during the testing session.
- d. Provide adequate storage for such personal belongings as pagers, note paper, books, briefcases and the like, that Candidates cannot take into the testing room.
- e. Provide access to testing services by disabled persons at least to levels required by the Americans with Disabilities Act or similar laws in force in the country where the NTC is located.

4. CANDIDATE TESTING SPECIFICATIONS

- a. Company will monitor the delivery of Tests as specified in the Guide.
- b. Company will give an orientation to Candidates on the use of the Testing program and equipment. Company will make all reasonable efforts to resolve Candidate problems, questions or issues, but will not counsel a Candidate on Test content.
- c. Candidate must sign the log book and provide the required information. The signature must be verified against Candidate's ID to confirm Candidate's identity.
- d. Pearson VUE furnished Test exhibits (if required) will be given to Candidates before testing begins and will be collected at the end of the Test. Company will keep the exhibits in good condition and use its best efforts to prevent loss or theft of any such exhibits, including compact disks.
- e. Pearson VUE will provide Company with reusable erasable noteboards. Company will only use such reusable erasable noteboards, to give to Candidates for use when testing. The Test Administrator must collect such reusable erasable noteboards at the end of the testing session. After each use, Company will erase the reusable noteboards.
- f. Company will provide each Candidate with a score report upon completion of the testing session, except when no score report is required by a Sponsor.
- g. When the testing session is completed, Candidate must sign the log book indicating the completion time.
- h. Company must open a NTC Incident in accordance with Pearson VUE's procedures provided in the Guide, or when an unusual situation occurs, including, but not limited to, any cheating, copying or misuse of any Software, applications and any related Test materials or documentation. Incidents are created using the Pearson VUE Support Services Web page. In addition, Company shall call Pearson VUE Support Services immediately upon discovery of any cheating, copying or misuse of any Software, applications and any related Test materials or documentation and/or theft or misplacement of any confidential information or materials (exhibits, software, applications and the like) defined as such under this Agreement, as well as any computer media or hardware, and promptly provide an Incident report to Pearson VUE Support Services personnel.

5. NTC SYSTEM SPECIFICATIONS

The Pearson VUE testing software applications run in a Local Area Network (LAN) configuration. An Administrator's station is required (which need not be dedicated to the Pearson VUE software application) and all of the computers must be part of a workgroup or domain(s). Company agrees to meet the system specifications for testing stations, administrator station, shared file storage, software licenses, virus prevention, internet access, backups, printers and other peripherals as provided in the most recent revision of the Guide. Company understands and hereby acknowledges that such incremental enhancements of hardware and software are inherent and essential to the provision of electronic test delivery services and that the system specifications required at the NTC will change

Pearson VUE Authorized National Test Center Agreement

periodically, in response to Sponsor's and/or Pearson VUE's need to maintain industry standards. Company agrees to update its hardware and software to meet or exceed such requirements.

6. TEST FEES

Sponsors determine the maximum testing fees for each of their Tests. Company will not collect from Candidates a sitting fee, administration charge, or any other fee, payment, cost, or charge over and above the testing fee determined by Sponsor, except for a country-wide or regional value added tax (VAT) pursuant to the laws of the applicable jurisdiction.

B. PEARSON VUE RESPONSIBILITIES

1. TESTS AND TESTING SUPPORT MATERIALS

Pearson VUE will provide the Tests, operating procedures and support for the operation of the NTC. Pearson VUE will furnish testing exhibits (written and electronic), if any, to Company.

2. TRAINING MATERIALS

Pearson VUE will furnish training materials to Company to provide training to Company's Test Administrators.

3. CONFIRMATION

When time reasonably permits, Pearson VUE will send Candidate a written or electronic confirmation of Candidate's registration and scheduled appointment for testing.

4. CANDIDATE SCHEDULE

Pearson VUE will electronically provide Company with a daily Candidate Schedule.

5. INCIDENT REPORTING SYSTEM

Pearson VUE will provide a browser accessible Incident reporting system and report card data.

GENERAL TERMS AND CONDITIONS

1. PAYMENTS

a. Payment of Test Delivery Fees and Candidate Registration Fees by Pearson VUE to Company

Tests will be accounted for based on the number of Candidate records received for scheduled Tests in the Pearson VUE database. Pearson VUE will make commercially reasonable efforts to pay Test delivery and Candidate registration fees to Company in accordance with Exhibit A within 30 days following the end of the month in which the corresponding Test was administered. Payment is subject to prompt reporting of Candidate records by Company to Pearson VUE in accordance with the Guide. Exhibit A is subject to modification by Pearson VUE from time to time in its sole discretion, but no reduction in fees will be implemented on less than 45 days prior written notice to Company. Test registration fees are earned by Company only for a Test that is administered and for which Company initially registers the Candidate on the Pearson VUE registration system running at the NTC.

b. Payments by Company to Pearson VUE

If Company owes any payment to Pearson VUE in connection with, or pursuant to, this Agreement, Company agrees to pay Pearson VUE, in full, within 30 days of the invoice date ("Invoice Expiration Date"), any amounts invoiced by Pearson VUE. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE will have the right, to the extent permitted by applicable law, to charge an interest fee of 1.5% per month (18% APR), or the highest interest rate permitted by applicable law, calculated as of the Invoice Expiration Date. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE may take all steps it deems necessary, subject to applicable law, to collect the outstanding amount without prior notice of default. Company shall be liable to Pearson VUE for all expenses related to collection. Company shall not offset any amount invoiced by Pearson VUE against any amount that is, or may be, payable by Pearson VUE to Company under this Agreement without Pearson VUE's prior written approval. Company understands that failure to

Pearson VUE Authorized National Test Center Agreement

make payment within 90 days of Pearson VUE's invoice date shall constitute a breach of this Agreement. In addition, Company agrees to pay, at its own expense, any banking transaction fees (such as wire transfer fees which Company shall pay in advance, and non-sufficient fund fees), including those fees charged by any intermediate banks or financial institutions involved in the process of Pearson VUE receiving payment. At its sole discretion, Pearson VUE may charge Company the lesser of \$30 USD or the maximum amount allowed by applicable law if any payment by check, draft or other instrument is not honored by the financial institution upon which it is drawn.

2. **TERM**

The term of this Agreement ("Term") will commence on the Effective Date and will expire twelve months after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3. **SUSPENSION**

If Pearson VUE determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, or other requirements in this Agreement or the Guide, Pearson VUE may suspend testing until the misconduct or violation is explained, remedied, or otherwise appropriately resolved to Pearson VUE's satisfaction.

4. **TERMINATION**

- a. Either party may terminate this Agreement without cause by giving the other at least 30 days prior written notice. For any actual or threatened breach of this Agreement, or with cause of any kind, Pearson VUE may immediately terminate this Agreement. Termination will be in addition to any other remedies either party may have.
- b. Subject to any right of set off or other remedy, termination will not affect: (i) payment for Services furnished prior to termination; (ii) Company's and Pearson VUE's compliance with this Agreement for Services actually furnished; or (iii) payment/reimbursement from Company to Pearson VUE for any Candidate Testing Fees collected or vouchers purchased by Company from Pearson VUE.
- c. If Company subcontracts, sells, or otherwise transfers or assigns, Company's business, or any part thereof, including responsibility for the Services described in this Agreement, without Pearson VUE's prior written consent, Pearson VUE may, in its sole discretion, temporarily suspend testing, and thereafter terminate this Agreement.
- d. At the expiration or termination of this Agreement, Company agrees to abide by the expiration or termination steps in the Guide.

5. **CONFIDENTIALITY**

Pearson VUE will also give this information directly to each NTC Center.

Confidential Information: The party receiving Confidential Information, as defined below, will be referred to as the "Receiving Party," and the party disclosing its Confidential Information will be referred to as the "Disclosing Party."

"Confidential Information" means any and all information disclosed to the Receiving Party by the Disclosing Party or its Agents either orally or in writing: (a) which relates to Pearson VUE's computer based testing system, including of a technical or conceptual nature consisting of or relating to the software, software documentation, systems, products, services or component parts owned, developed or being developed by the Disclosing Party, (b) relating to the Disclosing Party's customers or potential customers or markets, or methods or proposed methods of doing business; or (c) other information that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to Disclosing Party. Confidential Information shall expressly include any and all information derived from a party's proprietary information.

Pearson VUE Authorized National Test Center Agreement

NTC acknowledges and agrees that Confidential Information shall also include: (a) Tests, items, exhibits and other materials related to Tests, and other materials related to Sponsor's or Credentialing Association's standards, requirements and testing is Confidential Information to Sponsor or Credentialing Association and to Pearson VUE; and (b) information and data identifying or describing Candidates, Candidates' scores and performance, Candidates' participation in testing and other information relating to each Candidate is Confidential Information to Candidate, Sponsor or Credentialing Association and Pearson VUE. Candidates will only be allowed to view the Tests during their scheduled examination, under no circumstances shall Candidate be allowed to remove any information pertaining to the Tests from NTC Education Center, and NTC and the Pearson VUE Administrator must follow the Guide at all times.

"Agents" means a party's agents, employees and persons retained and engaged by it.

The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature. Except as may be authorized by the Disclosing Party in writing or under this Agreement, the Receiving Party will (a) not disclose Confidential Information to any person who is not a party to this Agreement; (b) limit dissemination of Confidential Information only to its employees or Agents having a "need to know"; and (c) have an appropriate written agreement with its employees and Agents requiring that they comply with all of the provisions of this Agreement.

In the event that the Receiving Party or its Agents is compelled to disclose any Confidential Information pursuant to a valid order of a court or other government body, the Receiving Party will promptly notify the Disclosing Party and provide reasonable cooperation to the Disclosing Party in connection with the Disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances.

Confidential Information may only be disclosed to Agents of the Receiving Party who need to know such information for the purpose of this Agreement and in those instances only to the extent justifiable by that need. All Agents to whom any such disclosure has been made shall be informed of the confidential nature of the Confidential Information and shall be directed to use, hold and protect such Confidential Information in accordance with the provisions of this Agreement, and shall have executed the written agreement. Failure on the part of an Agent of the Receiving Party to use, hold or protect such Confidential Information in accordance with the provisions of this Agreement shall constitute a breach of this Agreement by the Receiving Party.

The Disclosing Party may request at any time that the Receiving Party, who acknowledged and agrees, to promptly redeliver to the Disclosing Party in less than thirty (30) days after such request by the Disclosing Party all written materials containing or reflecting any and all Confidential Information (including all copies or reproductions) and agrees to destroy all documents, memoranda, notes and other writing whatsoever (including all copies, extracts or other reproduction) prepared by the Receiving Party or its Agents based on the information contained in the Confidential Information. If so requested by the Disclosing Party, the Receiving Party agrees to provide written confirmation to the Disclosing Party of its compliance with terms of this Agreement. Notwithstanding anything contained in this Agreement, it is understood and agreed that the obligation of this Agreement will survive for indefinitely after any return or destruction of the Confidential Information.

6. USE OF MARKS, ETC.

Company may use or make reference to Pearson VUE or any trade names, trademarks, service marks, logos or other designations of Pearson VUE only to the extent and in the manner which is expressly

Pearson VUE Authorized National Test Center Agreement

provided for in writing by Pearson VUE, which will be subject to modification or rescission by Pearson VUE at any time. All use which is not in the exact manner provided by Pearson VUE will be submitted to Pearson VUE for prior approval in writing before any publication thereof. Use by Company of any trade names, trademarks, service marks, logos or other designations of Sponsors will be strictly subject to express prior written permission of the Sponsor and no such permission is granted by Pearson VUE pursuant to this Agreement or otherwise. Upon expiration or termination of this Agreement, Company will cease any reference to Pearson VUE permitted by this Agreement and any reference to, or use of, any Pearson VUE trade names, trademarks, service marks, logos or other designations.

7. INSURANCE COVERAGE

a. General Liability

During the Term, and any renewals or extension, Company will maintain a Commercial General Liability Insurance policy with a combined limit for each occurrence of at least the amount set forth on Exhibit A or comply with Subsection 7 (b) below.

- b. If Company cannot comply with the insurance provisions listed in Subsection 7(a) above, Company will certify to Pearson VUE that Company will maintain a formal self-insurance program to fund the potential legal liability associated with those exposures that would otherwise be covered by Commercial General Liability Insurance for the Term. Company will provide written notice of this in the form of a letter sent on Company letterhead with such certification and explanation of why Company cannot comply with Subsection 7(a). Company agrees that Company shall afford VUE the same rights and protection under its self-insurance program as Pearson VUE would have had as an Additional Insured had Company maintained Commercial General Liability Insurance.

b. Insurers, Policies

All policies of insurance required of Company hereunder will be issued by financially responsible insurers, and all such insurers must be acceptable to Pearson VUE. Such acceptance by Pearson VUE will not be unreasonably withheld or delayed.

8. LIABILITY

In no event shall Pearson VUE be liable to Company for any incidental, consequential, special, exemplary or other indirect damages, or for lost profits, lost revenues, or loss of business arising out of this Agreement, regardless of the cause of action, even if Pearson VUE has been advised of the likelihood of damages. Pearson VUE's aggregate liability for any claim arising under this Agreement shall not in any event exceed an amount equal to the Test delivery and registration fees paid by Pearson VUE to Company during the twelve months preceding the date of the claim.

9. EXCLUSION OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. SOFTWARE PROVIDED BY PEARSON VUE IS NEITHER WARRANTED NOR EXPECTED TO BE FREE FROM ERRORS.

10. MONITORING PERFORMANCE

Company hereby acknowledges and agrees that Pearson VUE may monitor Company's compliance with this Agreement directly, or through subcontractors, by using Candidates instructed to intentionally engage in activities requiring Company to perform certain functions as part of its obligations under this Agreement. Those Candidates will complete a written report which may be used by Pearson VUE in connection with any right or remedy provided in this Agreement. Company authorizes either Pearson VUE, or Pearson VUE's subcontractors, to use Candidates for such purposes and further agrees that using such Candidates, either directly or through subcontractors, is a valid method of monitoring Company's compliance with this Agreement.

11. GENERAL PROVISIONS

- a. Company may not assign, subcontract or otherwise transfer its rights or obligations under this Agreement without Pearson VUE's prior written consent. Any prohibited assignment will be void. Company will advise Pearson VUE promptly of any anticipated transfer or other material change

Pearson VUE Authorized National Test Center Agreement

- in the status of Company or the NTC. Subject to the foregoing limitations, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs and assigns.
- b. This Agreement will be governed by and construed and enforced in accordance with the laws of the state of Minnesota, USA. Any action to enforce this Agreement will be brought in the State or Federal courts in Hennepin County, Minnesota, USA.
 - c. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled, or waived in whole or in part, except by written amendment duly executed by the parties hereto.
 - d. This Agreement is the entire agreement of the parties and supersedes all prior oral or written proposals and communications related to this Agreement. Company acknowledges it has not been induced to enter into this Agreement by any oral or written representations or statements not contained in this Agreement.
 - e. Neither party is responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control and without its fault or negligence, provided that, as promptly as reasonably possible: (i) notice of any actual or anticipated failure is given; and (ii) such cause is eliminated and failure cured.
 - f. **Payment of Taxes**
 - 1) Taxes on Sales by Company - Company has the sole responsibility for the collection and remittance of all applicable taxes (including any sales tax, use tax, value-added tax, consumption tax, goods and services tax, gross receipts tax and any other tax lawfully imposed on fees or other amounts associated with Company's sales transactions) based on any sales by Company, including the sale of Tests.
 - 2) Taxes on Fees paid by Pearson VUE to Company - It is Company's responsibility to invoice Pearson VUE, if Pearson VUE is required to pay any applicable tax on any fee Pearson VUE pays to Company under this Agreement, (including any sales tax, use tax, value-added tax, consumption tax, goods and services tax, gross receipts tax and any other tax lawfully imposed on fees or other amounts associated with Pearson VUE's payment of fees to Company).
 - g. Company warrants that its performance under this Agreement will not compromise any relationships or create a conflict of interest for Company, nor, to the best of Company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest. Company further warrants that its Services under this Agreement will be performed in accordance with all applicable United States federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the NTC is located. These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, bribery and corruption, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category. In addition, Company warrants that all software used in performing its obligations under this Agreement will have been legally obtained from legitimate sources. Company will indemnify, defend, and hold Pearson VUE harmless from all claims of other parties for breach of these warranties.
 - h. Company will indemnify, defend and hold Pearson VUE harmless against, all claims or demands of any nature brought by others against Pearson VUE, including penalties or damages of any kind imposed upon Pearson VUE under its contractual arrangements with Sponsors, which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this Agreement.
 - i. Company will indemnify, defend and hold Pearson VUE harmless against any liability for injury or damage caused by Company to persons or property during the performance of this Agreement and all claims of loss or damage arising from Company's or Candidate's use of the NTC. Neither the existence of, nor the assent of Pearson VUE to, the types or limits of

Pearson VUE Authorized National Test Center Agreement

- insurance carried by Company will be considered a waiver or release of Company's liability or responsibility under this Agreement.
- j. Any notice to be given under this Agreement will be in writing and will be deemed given and effective (i) when delivered personally, by fax, telex, or telecopier, or (ii) when received if sent by overnight express or mailed by certified, registered mail, postage prepaid, return receipt requested, addressed to a party at its address indicated on the signature page, or to such other address as such party may designate by written notice in accordance with the provisions of this Article. Email notice may be considered written notice if receipt of such notice is confirmed by reply email or other electronic means.
 - k. Company is an independent contractor under this Agreement and is not part of a partnership, employment, principal-agent, franchisor-franchisee or similar relationship with Pearson VUE.
 - l. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall be enforced to the maximum extent possible.
 - m. Failure of either party to enforce its rights on one occasion will not operate as a waiver of said rights or any other rights on any other occasion.

SOFTWARE LICENSE

1. GRANT

Pearson VUE grants Company the non-transferable and nonexclusive license or sublicense ("License") to use one copy of the software provided by Pearson VUE to Company ("Software"), on a single or multiple processor(s) within Company's NTC and to store in, transmit through or display the Software on peripheral units associated with Company's delivery of Services to Candidates.

2. TERM OF AGREEMENT

The Software License term is concurrent with Company's appointment as a NTC for Pearson VUE under this Agreement and all rights and privileges hereunder will terminate when such appointment terminates or expires.

3. TITLE

Software title and ownership, including any modifications, will remain at all times with Pearson VUE or Pearson VUE's licensor.

4. PROVIDING SOFTWARE

Pearson VUE shall provide to Company a copy of the Software in machine-readable object code and user documentation. Revisions deemed appropriate by Pearson VUE will be provided by Pearson VUE to Company at no additional cost.

5. USE

Company agrees to the following restrictions on its use of the licensed or sublicensed Software:

- a. To use the Software exclusively to administer Tests provided by Pearson VUE as described in and subject to the terms and conditions of this Agreement.
- b. To limit the use of all Software copies and versions thereof to the use provided for herein and to make copies solely for emergency backup purposes for such use.
- c. To include appropriate copyright notices on all copies of the Software and documentation, and to explicitly follow Pearson VUE's additional instructions, if any, relating to copyright protection of the Software, documentation and related materials.
- d. To maintain strict security in the storage and distribution of the Software and any copies to protect the copyright and/or trade secret rights therein, and not provide, permit access to or otherwise make available, the Software, documentation or related materials (or copies, summaries, notes or modified versions thereof), to any other party or for any other use.
- e. Not to reverse engineer, decompile, disassemble, create derivative works from, alter, modify or otherwise vary the Software without the express, written consent of Pearson VUE (such

Pearson VUE Authorized National Test Center Agreement

authorized alteration or modification not to limit or alter the copyright or trade secret rights). Where Company claims a right to reproduce the underlying code of the program in order to obtain information necessary to achieve interoperability with other programs it agrees to exercise such right exclusively by addressing a reasoned demand to Pearson VUE, giving the basis of its claim and the intended use of the information. Where the claim is justified in law, Pearson VUE undertakes to provide the requested information promptly.

6. TERMINATION

If Company attempts to sell, remove, duplicate without authorization, transfer, encumber, part with possession of, or sublet the Software, or any portion thereof, or any modification or version thereof; or upon discontinuance of the use of the Software by Company, the Software License granted by this Agreement shall terminate automatically and all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be immediately returned to Pearson VUE at Company's sole cost and expense, including reasonable attorney's fees, if any. Upon termination for any reason by either party, and within ten days of such termination, all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be returned to Pearson VUE by Company without delay by delivering all such items to Pearson VUE's place of business, complete and in good order and condition. If Company fails to return such materials, Pearson VUE may take such action as may be reasonably necessary to recover such materials and Company shall reimburse Pearson VUE's reasonable costs and expenses.

7. LIABILITY

Company, having possession of and control over the Software, shall be responsible for its use, operation, storage, management and safety. Consequently, except to the extent that damage or injury is caused by Pearson VUE's negligence or the intentional misconduct of Pearson VUE's employees, Company assumes the risk and sole responsibility for damage or injury to equipment, Software, personal property or to third parties caused by Company's use or possession of the Software, and Company shall be obligated to protect itself and Pearson VUE against any such occurrences, including claims by Company's employees or any other persons or organizations with which Company does business, all at Company's sole cost and expense.

8. PEARSON VUE REMEDIES

It will be a default and breach of the Agreement if Company fails to perform any of its obligations under this Software License, or if Company becomes insolvent or makes any assignment for the benefit of its creditors, or if any proceeding under the bankruptcy laws or comparable statute is commenced by or against Company, or a writ of attachment or execution is levied on any item of the Software and such proceeding is not terminated or such writ is not satisfied or released within 15 days after attachment of levy. On Company's default, Pearson VUE at its sole option may require Company to return any or all copies of the Software and documentation (in any medium and including summaries, notes and the like) or pursue any other remedy at law or in equity. Any taking of possession of the Software shall not release Company from any of its obligations hereunder unless Pearson VUE, or its assignee, notifies Company in writing. If it is necessary for Pearson VUE to enforce this Software License or any of its terms, Company shall pay all costs related to such enforcement, including reasonable attorneys' fees.

9. GENERAL

Without Pearson VUE's prior written consent, Company will not sell, assign, sublet, pledge, otherwise encumber or permit a lien to exist against any interest in this Software License, or remove the Software from its place of installation.

Pearson VUE Authorized National Test Center Agreement

Amendment No. One To the

Pearson VUE Authorized National Test Center Agreement

For Site ID Number _____

Company Name: Coast Community College District (Coastline Community College)

Street Address: 1370 Adams Avenue

City: Costa Mesa

State/Province: California

Country: USA

Postal Code 92626

Amendment to Pearson VUE Authorized National Test Center Agreement dated August ____, 2009. Company and NCS Pearson, Inc. ("Pearson VUE") agree that the Agreement is amended as follows:

GENERAL TERMS AND CONDITIONS

1. Section 5 entitled "Confidentiality" add the following paragraph at the end of the Section:

"Either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure."

2. Section 8 entitled "Liability" is deleted in its entirety and replaced with the following:

"In no event shall either party be liable to the other party for any incidental, consequential, special, exemplary, or other indirect damages, or for lost profits, lost revenues, or loss of business arising out of this Agreement, regardless of the cause of action, even if such party has been advised of the likelihood of damages."

3. Section 11 entitled "General Provisions", Subsection (b) is deleted in its entirety and replaced with the following:

"This Agreement will be governed by and construed and enforced in accordance with the laws of the state of California, USA."

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

Company

Signature _____

Print Name: _____

Title: President, Board of Trustees

Date: _____

NCS Pearson, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Pearson VUE Authorized National Test Center Agreement

Exhibit A

National Test Center # _____ Site ID # _____ (Do not complete Pearson VUE will fill in the Site ID#)

National Test Center Name COASTLINE College Testing CTR.

Installation Name PENSACOLA NAS

Address 250 Chambers Ave. Bldg. 634

City NAS PENSACOLA State FL Country USA Postal Code 32508

Web Address (if applicable) http://military.coastline.edu/

Payments—Military Installation

Pearson VUE will pay Company the Delivery Fee of \$10.00 USD per Test. Pearson VUE will not pay Company the Fees for Tests cancelled on or before the day for which the Test was scheduled. For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Fees.

Commercial General Liability Insurance Limit—North America

The Commercial General Liability Insurance policy, if applicable, shall have a combined limit of at least \$1,000,000 per occurrence. If Company maintains a formal self-insurance program, Company will provide written notice of this in the form of a letter sent on Company letterhead or other written documentation.

Company

NCS Pearson, Inc.

Signature _____

Signature _____

Print Name _____

Print Name _____

Title President, Board of Trustees

Title _____

Date _____

Date _____

Email address _____

Pearson VUE Authorized National Test Center Agreement

Exhibit B

This Exhibit B is incorporated in and incorporates the Pearson VUE Authorized National Test Center Agreement with an effective date of _____ by and between Pearson VUE and the Company.

initial test stations 1 Site ID # _____ (Do not complete Pearson VUE will fill in the Site ID#)

National Test Center Name Coastline College Testing Ctr - Pensacola

Installation Name PENSACOLA NAS

Address 250 Chambers Ave. Bldg. 634

City NAS PENSACOLA State FL Country USA Postal Code 32508

Web Address (If applicable) http://military.coastline.edu/

Test Center Officer (NTC Administrator) Contact Name Joel Menges

Phone (850) 549-7599 Email Address Jmenges@COASTLINE.EDU

On-site Technical/Installation Contact Name Joel Menges

Phone (850) 549-7599 Email Address _____

NTC-recognized Base Education Center

Signature _____

Print Name _____

Title President, Board of Trustees

Date _____

NCS Pearson, Inc.

Signature _____

Print Name _____

Title _____

Date _____



SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Coast Community College District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of Program in Nursing Science at University of California, Irvine (hereinafter called "the University") and Coast Community College District hereinafter called ("Contractor") located at 1370 Adams Ave., Costa Mesa, CA 92626.

I. SCOPE OF WORK

- A. The Contractor shall furnish to the University the following described services:

As part of the Clinical Nurse Educator Program, Contractor will provide instruction in the 3 courses on Technology in Teaching:

Course 1: Contractor will serve as a guest speaker for the course.

Course 2: Contractor will serve as a guest speaker for the course.

Course 3: Contractor will serve as a guest speaker for the course.

Note: These courses are available to the outside community. Attendees of the courses are not registered students of UCI. This program is designed to prepare nurses to be clinical instructors and be able teach in a classroom setting.

- B. If applicable, Contractor agrees that Mary O'Connor, employee of Golden West College shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

- C. Reports:

☐ The Contractor shall provide reports as described:

N/A

- D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. 1510 sponsored by Unihealth Foundation dated 6/1/08-10/31/10.

☒ Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

- A. The period of performance for this Agreement shall be from 06/01/09 through 10/31/10.
- B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.
- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

Course 1 Guest Speaker: 3hrs x 250 = \$750

Course 2 Guest Speaker: 3hrs x 250 = \$750



The Contractor may not assign or transfer this Agreement, or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material specifically developed under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment. Any copyrightable material previously developed by Contractor, or licensed for use by Contractor, shall remain the property of its owner and such rights shall be noted in any materials the Contractor provides under this Agreement.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

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

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The

equal opportunity and affirmative action. When applicable, the Contractor agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Releases as required by law.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR



Contractor in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court Orange County, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

CONTRACTOR

(Signature) (Date)

Name: _____

Title: _____

Tax ID No. 95-6002272
(Social Security or Employer ID No.*)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Department Signature) (Date)

Name: _____

Title: _____

Harry Gunther
Director, Materiel and Risk Management



* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

Rev. 4/2008



COOPERATIVE AGREEMENT NO. 09-CCC PUENTE-02
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and COAST COMMUNITY COLLEGE DISTRICT
for FISCAL YEAR 2009-2010

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

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

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

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) (1997) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2009 to June 30, 2010.

II. STATEMENT OF PERFORMANCE

District and Puente shall work together to continue to provide a program for educationally disadvantaged students. The current *Puente Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, District, and their staffs in detail. Puente and District agree to follow these guidelines for the Puente program. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

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

III. RESPONSIBILITIES OF THE DISTRICT

- A. District shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2009 and English 1A (or its equivalent) in the spring 2010 for designated Puente students, who qualify using the Golden West College English class assessment process, and as outlined in the *Puente Community College Program Implementation Guidelines*.
- B. District shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the College.
- C. District shall select and hire the following staff:
 1. A full-time writing instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The writing instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class period for Puente co-coordination.
 2. A full-time counselor assigned 50% to the Puente program and 50% to general counseling. The 50%

non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center. Any additional staff (reading and math instructors, tutorial or mentoring personnel) must be approved by the Puente Executive Director or his designee.

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

3. Clerical assistance for Puente of at least 10 hours a week.
 4. Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Any changes in College's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the College paying for the cost of training the replacement staff. This cost is \$2,500 per person.
- D. District shall provide office and administrative support in accordance with the following:
1. District shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 2. District is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2009.
 3. District agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2009.
 4. District is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
 5. District shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The District share of the Puente budget shall be in place by September 15, 2009.
- E. District agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 2009.
- F. District agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. District shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

IV. RESPONSIBILITIES OF PUENTE

- A. Training: Puente will provide the following staff development programs at no cost to District:
1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
 3. Ongoing support and resources for training.

4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.

5. Instructor and counselor resource materials and mentor recruitment materials.

B. Support funds: After execution of this Agreement by both parties, the Regents will provide mentor support funds of \$1,500 for each site to be used for mentor activities such as field trips, meetings, orientations.

Funds provided by The Regents may be used for functions associated with the implementation of Puente. Approved Puente functions include counselor salary and benefits, management of site operational budget, student recruitment, mentor activities, field trips, and funding for clerical/student assistance.

Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Unexpended funds shall be returned to The Regents.

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

V. FINANCIAL ACCOUNTING, RECORDS, REPORTS

A. District shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.

B. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after termination of this Agreement.

C. District shall submit financial reports annually detailing income and expenditures under this Agreement, including cash and in-kind contributions from all sources. (Forward financial report by October 1, 2009, to Rachel Kimball, Puente, University of California, 300 Lakeside Drive, 7th Floor, Oakland, California 94612-3550.

VI. PROGRAMMATIC REPORTING REQUIREMENTS

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

A. Data Collection Schedule

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

1. FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Information Bubble Forms (SIBF)	October 31
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

<u>Item</u>	<u>Due Date</u>
SIBF (new students only)	May 11
Student Update Form (continuing students)	May 11
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

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

VII. COLLECTION OF INFORMATION

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

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

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

IX. USE OF PUENTE NAME

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

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

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

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

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

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

X. INDEMNIFICATION

District shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XI. INSURANCE

District, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

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

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$3,000,000

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

- B.** Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C.** Workers' Compensation as required under California State law.
- C.** Commercial Blanket Bond with a limit no less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- E.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the District against other insurable risks relating to performance.
- F.** The coverages required under this Article shall not in any way limit the liability of the District.
- G.** The coverages referred to under (A) and (B) of this Section XIII shall include The Regents of the University of California as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of District, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change, or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, District shall furnish The Regents with Certificates of Insurance evidencing District's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

XII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination

clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XIII. TERMINATION

Either party, upon 30 days prior written notice to the other party, may terminate this Agreement without cause.

XIV. AMENDMENTS

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

XV. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

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

Contractual Matters:

Lourdes DeMattos, Contracts and Grants Officer
Research Administration
Office of the President, University of California
1111 Franklin Street, 5th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu .
Phone: (510) 987-9850

District Contacts

Program Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

Fiscal Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

Contractual Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____ Date: _____
Alan Moloney
Manager, Strategic Sourcing

PUENTE PROJECT:

By: _____ Date: _____
Frank Garcia
Executive Director, Puente

DISTRICT:

By: _____ Date: _____
Wes Bryan
President, Golden West College

By: _____ Date: _____
C. M. Brammbhatt
Vice Chancellor, Administrative Services, Coast CCD





Maritime Institute of Technology & Graduate Studies (MITAGS)
Pacific Maritime Institute (PMI)

AGREEMENT

BETWEEN THE

PACIFIC MARITIME INSTITUTE

AND

COAST COMMUNITY COLLEGE DISTRICT

TO PURCHASE CURRICULUM



May 22, 2009

The following terms and conditions are agreed to by the Pacific Maritime Institute (herein after "PMI") and the Coast Community College District (herein after "OCC"). PMI and OCC may be referred to herein individually as "PARTY" or collectively as "PARTIES".

AGREEMENT

- 1.1** It is agreed that PMI will deliver the following United States Coast Guard Courses to OCC:
 - 1.1.1** 35 – Hour Radar Original
- 1.2** It is agreed that each copy of the above courses will be delivered in electronic format (Microsoft Word) on a compact disk, void of all PMI Letterhead.
- 1.3** It is agreed that the delivered Courses will include its respective Course Framework, Course Syllabus Outline, Detailed Teaching Syllabus, Course Schedule, Evaluation Plan(s), Instructor Manual, Student Handouts, Written Examinations and any other materials required for United States Coast Guard Certification as outlined in NMC policy letter 08-02.
- 1.4** It is agreed that PMI will include Transas Radar Exercise Files that work with the Transas NaviTrainer 4000 Simulator.

2.0 TERMS & DEFINITIONS

2.1 GENERAL DEFINITIONS

- 2.1.1** PMI is the Pacific Maritime Institute, with business offices at 1729 Alaskan Way South, Seattle, WA 98134
- 2.1.2** OCC is the Coast Community College District with business offices at 1370 Adams Ave., Costa Mesa, CA 92626.
- 2.1.3** Delivery shall be by electronic mail, the U. S. Postal Service, or a commercial package delivery company to the OCC Sailing Center, 1801 W. Coast Hwy., Newport Beach, CA 92663

3.0 PRICE & PAYMENT

- 3.1** It is agreed that OCC will purchase the above mentioned curriculum for the amount of ten thousand dollars upon delivery by PMI.



- 3.2 It is agreed payment of ten thousand dollars will be made in full upon delivery of the courses. All payments will be in U. S. Dollars and be delivered as a commercial account check sent to the PMI at 1729 Alaskan Way South, Seattle, WA 98134

4.0 INTEREST ON OVERDUE PAYMENTS

It is agreed that if payment of the fee(s) is not paid within 30 days of the due date, that the payment of the fee(s) is overdue. It is agreed that an overdue payment of the fee(s) entitles PMI to interest on overdue payments at a rate of two percent (2%) per month on the unpaid balance compounded monthly from the date due until payment is received.

5.0 COURSE DELIVERABLES, DEVELOPMENT AND SUPPORT

- 5.1 **Course Deliverables.** It is agreed that course deliverables will include the specific Course Framework, Course Syllabus Outline, Detailed Teaching Syllabus, Course Schedule, Evaluation Plan, Instructor Manual, Student Handouts, Written Examinations, and other materials required for United States Coast Guard Certification.
- 5.2 **Limited Warranty.** It is agreed that the courses presented to OCC carry a limited warranty. The limited warranty extends only to the course content.
- 5.2.1 It is agreed that PMI will guarantee United States Coast Guard Approval for course content, within six months of this dated agreement.
- 5.2.2 It is agreed that PMI will make any changes to course content that is necessary to ensure United States Coast Guard Certification, given that the USCG rejects the courses for any reason.
- 5.2.3 It is agreed that PMI is not responsible for Certification of Approval or Denial that is due to OCC teaching spaces, instructor qualifications, or proposed use of equipment or simulators other than that for which the courses were originally designed.
- 5.2.4 Given that OCC alters the course content in any way, this Limited Warranty and the guarantee of United States Coast Guard Approval will be revoked.
- 5.2.5 Upon successful United States Coast Guard approval of all courses or six months from this signed agreement, PMI will have fulfilled their obligations under this agreement.



6.0 COURSE PRESENTATION AND RE-SALE RESTRICTIONS

- 6.1** It is agreed and understood by all parties that OCC will not sell, license, or distribute the curriculum to any entity that is outside of OCC for a period of five years.

7.0 LAW AND ARBITRATION

This Agreement shall be governed by and construed to be in accordance with the laws of the State of California.

- 7.1** Any dispute arising in connection with this Agreement that cannot be amicably resolved by the representatives of the PMI and OCC shall be submitted to binding arbitration conducted by the American Arbitration Association in the State of California within one (1) month from the date requested by either party.

8.0 AMENDMENTS OR MODIFICATIONS

This Agreement may be amended, or otherwise modified, only in writing signed by all of the parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions in this Agreement.

9.0 TERMINATION

Except in the case of a breach due to non-payment by OCC, in the event that either party believes that the Agreement has been breached, that party shall give written notice to the other party. The party receiving notice shall have ten (10) days after receiving notice to cure any alleged breach and no action shall be taken based on such alleged breach until that ten (10) days has passed.



10.0 SIGNATURES

For OCC

Name (Signature)

The official whose signature appears above represents OCC and has the authority to bind the Party.

President Board of Trustees
Coast Community College District

Place

Date

For the PACIFIC MARITIME INSTITUTE

Gregg Trunnell

The official whose signature appears above is the Director of Training at the PMI and has the authority of the Board to bind the Institute.

Director

Seattle, WA

Date



Vendor Site Agreement

This Vendor Site Agreement (the "Agreement") is entered into effective as of August 19th, 2009 by and between Doan Do (owner) d.b.a. Got Hot Dogs (hereinafter "Vendor") and the Coast Community College District (Orange Coast College) (hereinafter "OCC"). Hereinafter "Vendor" and "OCC" are referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS

VENDOR and OCC desire that a Hot Dog Cart be established at OCC campus, and desire to enter into this Agreement to establish terms relating thereto.

AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement:
 - a. "Gross Sales" means the total sum received by VENDOR from sales of food and beverage from each Hot Dog Cart, net of any sales tax, refunds, or returns.
 - b. "Proprietary Marks" means all logos, trademarks, service marks, trade names, mascots, characters, commercial symbols, slogans art work, illustrations, photographs, operations manual, business systems, techniques, ingredients, and formulations, and other material proprietary to a Party hereto, whether not existing or in the future developed or acquired by such Party.
2. **Establishment of "Got Hot Dogs"**. VENDOR shall have the right, subject to the terms of this Agreement, to maintain and operate a Hot Dog Cart on the OCC campus, at the following location (the "Site"): 2701 Fairview Road, Costa Mesa, CA 92626. Any improvements (electrical, etc.) made by either OCC or VENDOR shall become the property of OCC and cannot be removed.
3. **Products(s)**. VENDOR agrees to sell only items that are stipulated by the Orange County Environmental Health Agency deemed for sale from an approved Hot Dog Cart. VENDOR and OCC shall agree upon a price list hereby attached as Attachment A. VENDOR may not change prices without the prior written approval of OCC. OCC reserves the right to limit the selling of any product deemed not to meet the standards set by OCC.
4. **Customer Service.** VENDOR shall provide good customer service and maintain quality standards throughout the Agreement term. This includes maintaining good customer relations, quality product(s), and service at all times. OCC retains the right to set specific customer service and product standards should the need arise.
5. **Configuration of Location.** The Site is to be configured to accommodate the operation of the Hot Dog Cart as follows: One Hot Dog Cart to be located on the OCC campus as determined by OCC.

6. **Description of Hot Dog Cart.** The Hot Dog Cart is to have features and capacity as follows: VENDOR will provide a Hot Dog Cart that will accommodate the needs of the location as determined by OCC. All work and storage areas must be kept clean and orderly. The Vendor must maintain the appearance of the Hot Dog Cart as required by OCC. VENDOR must meet the standard of cleanliness and sanitation requirements of OCC and the Orange County Environmental Health Department.
7. **Prior Approval; Quality Control.** VENDOR shall secure the written approval of OCC prior to the display or offering for sale of any food and beverage at the Hot Dog Cart other than those items listed on Attachment A. VENDOR expressly covenants and agrees that the quality and nature of all food and beverage offered for sale at the Hot Dog Cart shall not be modified during the term of this Agreement without the prior approval of OCC as herein provided.
8. **Restrictive Food and beverage.** Notwithstanding any other provisions of this Agreement, VENDOR expressly covenants and agrees that it will not utilize the Hot Dog Cart for the sale, display, or distribution of tobacco products, alcoholic beverages, illegal drugs, drug paraphernalia, medicines, or similar related substances or products.
9. **Utilities, Taxes.** OCC shall provide to the Site, all electric power, water, and drainage at a monthly fee of \$75.00 required for the operation and maintenance of the Hot Dog Cart. The payment for the utilities check should be made out by the VENDOR to OCC Administrative Services as a separate check. If required, OCC shall be responsible for and shall pay in a timely manner all real property taxes levied upon the real property owned by OCC, including the real property constituting the site.
10. **Payments to OCC.** VENDOR shall provide daily register receipts and record of sales to OCC. VENDOR shall pay OCC a fifteen percent commission on the cart's sales at OCC locations including all supplemental sales such as stadium events and special events on campus. The commission shall be computed as a percentage of Gross Sales. The commission shall be paid within five days following the close of each month's sales. OCC retains the right to refuse VENDOR to operate if sales commissions are not received as specified. VENDOR also shall provide a monthly sales report listing the sales produced on a daily basis. The report should go from the first through the last day of each month. VENDOR shall make all records available for review or audit upon request of OCC.
11. **Rights, Marks, Licenses, and Indemnification.**
 - a. During the term of this Agreement both Parties shall:
 - (1) Recognize the value of the Proprietary Marks of the other, and of the goodwill associated therewith, and acknowledge that such Proprietary Marks and goodwill belong exclusively to such Party and that they have secondary meanings in the minds of the public. Each Party agrees that the Proprietary Marks of the other possess a special, unique, and extraordinary character which makes difficult the assessment of damages which would be sustained by unauthorized use. Each Party recognizes that irreparable injury would be caused by unauthorized use and agrees that injunctive and other equitable relief would be appropriate in the event of a breach of the provisions of this

paragraph; provided, however, that such remedies shall not be exclusive of other legal remedies otherwise available to the Parties hereto.

- (2) Agree to defend, indemnify, and hold harmless the other Party hereto and such other Party's officers, directors, agents, and employees, from and against any claims, demands, and/or causes of action, damages, or expenses, including reasonable attorney's fees, arising out of: (i) the unauthorized use of the Proprietary Marks of an Indemnified Party; (ii) a breach of this Agreement by an Indemnifying Party; or (iii) third party claims for trademark or copyright infringement arising out of an Indemnified Party's authorized use of the Proprietary Marks of an Indemnifying Party. Each Indemnified Party agrees to give prompt notice of any claim, demand, or cause of action as to which indemnification may be sought.
 - (3) Upon expiration or termination of this Agreement both Parties shall refrain from any use of Proprietary Marks, or any simulation of such Proprietary Marks, of the other Party.
12. **Insurance/Licenses.** VENDOR will provide public property liability insurance in the amount of one million dollars, naming Orange Coast College, the Coast Community College District, and its Board of Trustees as additional insured's for all activities of VENDOR at OCC. A certificate of insurance evidencing such coverage and additional insured endorsement shall be attached hereto, and this Agreement shall not be deemed to be in effect without said attachment. VENDOR is required to obtain all necessary Business License and Health Licenses and permits. VENDOR also shall attach a copy of all current Business License and Health Department License, and permits to this Agreement. This Agreement shall not be deemed to be in effect without said attachment.
13. **Workers Compensation.** VENDOR agrees to provide Workers Compensation Insurance for its employees as required by law and shall provide a Certificate of Insurance evidencing such coverage which will be attached hereto, and this Agreement shall not be deemed in effect without said attachment. VENDOR shall indemnify and hold harmless OCC, Coast Community College District, its Board of Trustees, and its officers, agents and employees from any and all claims, demands, liens, judgments, and/or assessments arising out of injury to any of VENDOR employees.
14. **Fees.** VENDOR shall be responsible for all California State Health Department Fees, Maintenance costs, and any fees and taxes arising from VENDOR's business operations. VENDOR shall maintain the Hot Dog Cart, work areas, and storage in accordance with the cleanliness and sanitation standards of OCC and the Orange County Health Department.
15. **Employees.**
 - a. VENDOR agrees that it and its employees shall not violate any federal, state, local, or campus law, ordinance, statute, regulation, or rule. VENDOR shall not employ any person in violation of California Education Code 87405. Copy attached as Attachment B.
 - b. OCC has the right to exclude from campus any VENDOR employee at any time for any reason. Upon notification to Vendor by OCC that a VENDOR employee is unacceptable to OCC, said employee shall not come on the campus to provide service under this Agreement.

16. **Indemnity.** VENDOR agrees to indemnify, defend, and hold harmless OCC, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of VENDOR, its agents, or employees. OCC agrees to indemnify, defend, and hold harmless VENDOR, its agents, and employees from any damages or claims resulting from acts of omissions of OCC, its agents, or employees.

17. **Term and Termination.**

a. The term of this Agreement shall begin on the Commencement Date and shall continue thereafter through and including June 30th 2012. This Agreement may be terminated prior to the expiration of its term as follows:

- (1) If either Party defaults in the performance of any provisions of this Agreement.
- (2) This Agreement may be terminated for any reason by either Party upon at least thirty days prior written notice to the other Party.

All Notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus:

Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
Attn: General Manager Food Services

Also Copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: President, Board of Trustees

18. **Notices.** All notices and statements to be given and all payments to be made hereunder shall be given or made at the respective addresses of the parties as set forth on the signature page of this Agreement, or at such other address as to which written notice may be given as provided herein. All notices shall be given in writing and delivered personally or sent by courier, Express Mail, registered or certified mail) and shall be deemed to have been given two days after mailing or when it is actually received, whichever occurs first.

19. **No Joint Venture.** Nothing herein contained shall be construed to place the parties hereto in the relationship of partners or joint ventures and neither party shall have any power to obligate or bind the other in any manner whatsoever.

20. **Arbitration.** All controversies, claims, disputes, and matters in question arising out of, or relating to, this Agreement, or the breach thereof, or the relationship between the parties, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties agree that the arbitration shall take place in Orange County, California, and shall be governed by the laws of the State of California. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a Federal District Court, pursuant to the Federal Arbitration Act. In preparation for the arbitration hearing, each party may utilize all methods of discovery authorized by the California Rules of Civil Procedure, and may enforce the

right to such discovery in the manner provided by said rules and/or by the California Arbitration Law.

21. **Entire Agreement: Amendment; Assignment; Etc.** Neither this Agreement nor any of the rights granted hereunder may be assigned, sub-licensed, or encumbered by either Party without the prior written notice to and the consent of the other party. This Agreement, together with the Attachments hereto, constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between the parties hereto. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both parties hereto, and there are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained herein.
22. **Applicable law and Execution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall not be binding until signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

VENDOR: Got Hot Dogs

Doan Do
Got Hotdogs
229 Costa Mesa St. #A
Costa Mesa, CA 92627

Coast Community College District

1370 Adams Ave.
Costa Mesa, CA 92626

By: _____
Doan Do d.b.a. Got Hotdogs
Owner

by: _____
President, Board of Trustees
Coast Community College District

Date: _____

Date: _____

Product(s) (item 3.)

ATTACHMENT A

BASIC MENU FOR "GOT HOTDOGS"

Jumbo Dogs	\$2.75
Veggie Dogs	\$2.75
Hot Dogs	\$2.25
Turkey Dogs	\$2.25
Corndogs	\$1.75
Pretzels	\$2.00
Bowls of noodles	\$2.00
Cup of noodles	\$1.25
Vitamin Water	\$2.00
Bottled Water	\$1.00
Can Sodas	\$1.00
Chips	\$1.00

Vendor Site Agreement

This Vendor Site Agreement (the "Agreement") is entered into effective as of August 19th, 2009 by and between Scott Cohen (owner) and Michael Peltz (owner) d.b.a. "The Drip" (hereinafter "Vendor") and the Coast Community College District (Orange Coast College) (hereinafter "OCC"). Hereinafter "Vendor" and "OCC" are referred to individually as "PARTY" and collectively as "PARTIES."

RECITALS

VENDOR and OCC desire that a Coffee Cart be established at OCC campus, and desire to enter into this Agreement to establish terms relating thereto.

AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement:
 - a. "Gross Sales" means the total sum received by VENDOR from sales of food and beverage from each Coffee Cart, net of any sales tax, refunds, or returns.
 - b. "Proprietary Marks" means all logos, trademarks, service marks, trade names, mascots, characters, commercial symbols, slogans art work, illustrations, photographs, operations manual, business systems, techniques, ingredients, and formulations, and other material proprietary to a Party hereto, whether not existing or in the future developed or acquired by such Party.
2. **Establishment of "The Drip".** VENDOR shall have the right, subject to the terms of this Agreement, to maintain and operate a Coffee Cart on the OCC campus, at the following location (the "Site"): 2701 Fairview Road, Costa Mesa, CA 92626. Any improvements (electrical, etc.) made by either OCC or VENDOR shall become the property of OCC and cannot be removed.
3. **Products(s).** VENDOR agrees to sell only items that are stipulated by the Orange County Environmental Health Agency deemed for sale from an approved coffee cart. VENDOR and OCC shall agree upon a price list hereby attached as Attachment A. VENDOR may not change prices without the prior written approval of OCC. OCC reserves the right to limit the selling of any product deemed not to meet the standards set by OCC.
4. **Customer Service.** VENDOR shall provide good customer service and maintain quality standards throughout the Agreement term. This includes maintaining good customer relations, quality product(s), and service at all times. OCC retains the right to set specific customer service and product standards should the need arise.
5. **Configuration of Location.** The Site is to be configured to accommodate the operation of the Coffee Cart as follows: Two VENDOR Coffee Carts to be located on the OCC Campus.

6. **Description of Coffee Cart(s).** The Coffee Cart(s) is to have features and capacity as follows: VENDOR will provide a Coffee Cart that will accommodate the needs of the location as determined by OCC. All work and storage areas must be kept clean and orderly. The Vendor must maintain the appearance of the Coffee Cart as required by OCC. VENDOR must meet the standard of cleanliness and sanitation requirements of OCC and the Orange County Environmental Health Department.
7. **Prior Approval; Quality Control.** VENDOR shall secure the written approval of OCC prior to the display or offering for sale of any food and beverage at the Coffee Cart other than those items listed on Attachment A. VENDOR expressly covenants and agrees that the quality and nature of all food and beverage offered for sale at the Coffee Cart shall not be modified during the term of this Agreement without the prior approval of OCC as herein provided.
8. **Restrictive Food and beverage.** Notwithstanding any other provisions of this Agreement, VENDOR expressly covenants and agrees that it will not utilize the Coffee Cart for the sale, display, or distribution of tobacco products, alcoholic beverages, illegal drugs, drug paraphernalia, medicines, or similar related substances or products.
9. **Utilities, Taxes.** OCC shall provide to the Site, all electric power, water, and drainage at a monthly fee of \$75.00 per location required for the operation and maintenance of the Coffee Cart(s). The payment for the utilities check should be made out by the VENDOR to OCC Administrative Services as a separate check. If required, OCC shall be responsible for and shall pay in a timely manner all real property taxes levied upon the real property owned by OCC, including the real property constituting the site.
10. **Payments to OCC.** VENDOR shall provide daily register receipts and record of sales to OCC. VENDOR shall pay OCC a fifteen percent commission on the cart's sales at OCC locations including all supplemental sales such as stadium events and special events on campus. The commission shall be computed as a percentage of Gross Sales. The commission shall be paid within five days following the close of each month's sales. OCC retains the right to refuse VENDOR to operate if sales commissions are not received as specified. VENDOR also shall provide a monthly sales report listing the sales produced on a daily basis. The report should go from the first through the last day of each month. VENDOR shall make all records available for review or audit upon request of OCC.
11. **Rights, Marks, Licenses, and Indemnification.**
- a. During the term of this Agreement both Parties shall:
- (1) Recognize the value of the Proprietary Marks of the other, and of the goodwill associated therewith, and acknowledge that such Proprietary Marks and goodwill belong exclusively to such Party and that they have secondary meanings in the minds of the public. Each Party agrees that the Proprietary Marks of the other possess a special, unique, and extraordinary character which makes difficult the assessment of damages which would be sustained by unauthorized use. Each Party recognizes that irreparable injury would be caused by unauthorized use and agrees that injunctive and other equitable relief would be appropriate in the event of a breach of the provisions of this paragraph; provided, however, that such remedies shall not be exclusive of other legal remedies otherwise available to the Parties hereto.

- (2) Agree to defend, indemnify, and hold harmless the other Party hereto and such other Party's officers, directors, agents, and employees, from and against any claims, demands, and/or causes of action, damages, or expenses, including reasonable attorney's fees, arising out of: (i) the unauthorized use of the Proprietary Marks of an Indemnified Party; (ii) a breach of this Agreement by an Indemnifying Party; or (iii) third party claims for trademark or copyright infringement arising out of an Indemnified Party's authorized use of the Proprietary Marks of an Indemnifying Party. Each Indemnified Party agrees to give prompt notice of any claim, demand, or cause of action as to which indemnification may be sought.
 - (3) Upon expiration or termination of this Agreement both Parties shall refrain from any use of Proprietary Marks, or any simulation of such Proprietary Marks, of the other Party.
12. **Insurance/Licenses.** VENDOR will provide public property liability insurance in the amount of one million dollars, naming Orange Coast College, the Coast Community College District, and its Board of Trustees as additional insured's for all activities of VENDOR at OCC. A certificate of insurance evidencing such coverage and additional insured endorsement shall be attached hereto, and this Agreement shall not be deemed to be in effect without said attachment. VENDOR is required to obtain all necessary Business License and Health Licenses and permits. VENDOR also shall attach a copy of all current Business License and Health Department License, and permits to this Agreement. This Agreement shall not be deemed to be in effect without said attachment.
13. **Workers Compensation.** VENDOR agrees to provide Workers Compensation Insurance for its employees as required by law and shall provide a Certificate of Insurance evidencing such coverage which will be attached hereto, and this Agreement shall not be deemed in effect without said attachment. VENDOR shall indemnify and hold harmless OCC, Coast Community College District, its Board of Trustees, and its officers, agents and employees from any and all claims, demands, liens, judgments, and/or assessments arising out of injury to any of VENDOR employees.
14. **Fees.** VENDOR shall be responsible for all California State Health Department Fees, Maintenance costs, and any fees and taxes arising from VENDOR's business operations. VENDOR shall maintain the Coffee Cart(s), work areas, and storage in accordance with the cleanliness and sanitation standards of OCC and the Orange County Health Department.
15. **Employees.**
 - a. VENDOR agrees that it and its employees shall not violate any federal, state, local, or campus law, ordinance, statute, regulation, or rule. VENDOR shall not employ any person in violation of California Education Code 87405. Copy attached as Attachment B.
 - b. OCC has the right to exclude from campus any VENDOR employee at any time for any reason. Upon notification to Vendor by OCC that a VENDOR employee is unacceptable to OCC, said employee shall not come on the campus to provide service under this Agreement.

16. **Indemnity.** VENDOR agrees to indemnify, defend, and hold harmless OCC, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of VENDOR, its agents, or employees. OCC agrees to indemnify, defend, and hold harmless VENDOR, its agents, and employees from any damages or claims resulting from acts or omissions of OCC, its agents, or employees.

17. **Term and Termination.**

a. The term of this Agreement shall begin on the Commencement Date and shall continue thereafter through and including June 30th 2012. This Agreement may be terminated prior to the expiration of its term as follows:

- (1) If either Party defaults in the performance of any provisions of this Agreement.
- (2) This Agreement may be terminated for any reason by either Party upon at least thirty days prior written notice to the other Party.

All Notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus:

Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
Attn: General Manager Food Services

Also Copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: President, Board of Trustees

18. **Notices.** All notices and statements to be given and all payments to be made hereunder shall be given or made at the respective addresses of the parties as set forth on the signature page of this Agreement, or at such other address as to which written notice may be given as provided herein. All notices shall be given in writing and delivered personally or sent by courier, Express Mail, registered or certified mail) and shall be deemed to have been given two days after mailing or when it is actually received, whichever occurs first.
19. **No Joint Venture.** Nothing herein contained shall be construed to place the parties hereto in the relationship of partners or joint ventures and neither party shall have any power to obligate or bind the other in any manner whatsoever.
20. **Arbitration.** All controversies, claims, disputes, and matters in question arising out of, or relating to, this Agreement, or the breach thereof, or the relationship between the parties, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties agree that the arbitration shall take place in Orange County, California, and shall be governed by the laws of the State of California. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a Federal District Court, pursuant to the Federal Arbitration Act. In preparation for the arbitration hearing, each party may utilize all methods of discovery authorized by the California Rules of Civil Procedure, and may enforce the

right to such discovery in the manner provided by said rules and/or by the California Arbitration Law.

21. **Entire Agreement: Amendment; Assignment; Etc.** Neither this Agreement nor any of the rights granted hereunder may be assigned, sub-licensed, or encumbered by either Party without the prior written notice to and the consent of the other party. This Agreement, together with the Attachments hereto, constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between the parties hereto. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both parties hereto, and there are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained herein.
22. **Applicable law and Execution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall not be binding until signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

VENDOR: The Drip
979 Somerville
Irvine, CA 92620

Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

By: _____
Scott Cohen
Owner

by: _____
President, Board of Trustees
Coast Community College District

Date: _____

Date: _____

By: _____
Michael Peltz
Owner

Date: _____

Product(s) (item 3.)

ATTACHMENT A

BASIC MENU FOR "The Drip"

COFFEE

TEA

CAPPUCCINO

COFFEE DRINKS

PASTRIES 1.75

CROISSANTS 1.75 & 2.00

COOKIES 1.75

CAKES 2.00

July 24, 2009

Via Personal Service and U.S. Certified Mail

Macerich Construction, Inc.
Attn: Ghadah Nemeah, President
1442 E. Lincoln Avenue, PMB-337
Orange, CA 92865-1934

Re: Notice of Termination of Contractor Agreement between Coast Community College District and Macerich Construction, Inc. for the Orange Coast College Child Care Center Project (Bid No. #1957)

Dear Mr. Nemeah:

The Coast Community College District ("CCCD") hereby provides formal notice of termination, for cause, of the Contractor's Agreement ("Agreement") between Macerich Construction, Inc. ("Macerich") and the CCCD, dated December 10, 2008.

Despite continual requests and guidance from CCCD personnel, Macerich Construction has materially breached its Contractor responsibilities under the Agreement. Macerich has failed to effectively or fully remediate the following concerns despite repeated notice:

- I. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions incorporated by reference therein, Macerich has failed to make prompt payment to subcontractors under Macerich's control. Macerich's repeated failure to timely compensate subcontractors for services they have performed has resulted in numerous Stop Notices being filed. Additionally, Macerich's failure to pay subcontractors has also caused several subcontractors to refuse to perform further services on the project.
- II. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions incorporated by reference therein, Macerich has failed to maintain the project progress to ensure its completion in the time specified in the project Special Conditions. The project is currently five to seven weeks behind schedule on a project that required timely completion due to planned occupancy commencing at the beginning of the Fall 2009 semester.

III. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions incorporated by reference therein, Macerich has failed to comply with District instructions, including but not limited to, the repeated demand for production of certified payroll records, the ongoing failure to produce timely submittals, and the failure to timely order materials.

Macerich is strictly prohibited from returning to the project site upon receipt of this correspondence without advance permission from an authorized District representative. Should Macerich need to retrieve items left at the project site, it should contact Ardith Richey, Director of Facilities, at (714) 438-4673. Arrangements will be made with the Campus Public Safety Department to escort Macerich representatives should the need arise.

The District shall seek remedy for all costs, expenses, and delays caused by Macerich's failure to perform with Allegheny Casualty Company, the company underwriting Macerich's Performance Bond. Any subcontractors asserting claims against Macerich for its failure to pay for subcontractor services will be provided with Macerich's payment bond information.

It is unfortunate that Macerich Construction has failed to meet its contractual obligations for the OCC Childcare Center Project. Despite the District's continuous and extensive efforts at working with Macerich to resolve its performance issues, Macerich has been unable to resolve these project deficiencies.

Please direct all future inquiries to the District's Risk Services Department at (714) 438-4800.

Sincerely,



Ding-Jo H. Currie, Ph.D.
Interim Chancellor

cc: Jim Moreno, President, Board of Trustees
Dr. Jack Lipton, Esq., District General Counsel
C.M. Brahmhatt, Vice Chancellor, Administrative Services
Ardith Richey, Sr. Director, Facilities/Planning/Construction
Jerry Marchbank, Asst. Director, Facilities
Richard Pagel, Vice President, Orange Coast College
Bill Kerwin, District Risk Services Manager
Karen Meyers, Esq., OCDE Legal Services
John Massimino, Esq., Watt, Tieder, Hoffar & Fitzgerald, LLP
Allegheny Casualty Company, c/o Lesron Insurance Agency (Bond Broker)
Dale Berry, Special Projects Coordinator

August 7, 2009

Via E-mail and U.S. Certified Mail

Macerich Construction, Inc.
Attn: Ghadah Nemeh, President
1442 E. Lincoln Avenue, PMB-337
Orange, CA 92865-1934

Re: Confirmation of Termination of Contractor Agreement between Coast Community College District and Macerich Construction, Inc. for the Orange Coast College Child Care Center Project (Bid No. #1957)

To Whom It May Concern:

This letter shall serve as Confirmation of Termination, effective August 7, 2009, of the Contractor's Agreement ("Agreement") between Macerich Construction, Inc. ("Macerich") and the Coast Community College District ("District"), pursuant to the Notice of Termination, for cause, issued on July 27, 2009.

Upon review of your proposed remedy for deficiencies related to the above referenced project, the District has determined that Macerich has not complied with the District's expected resolution of the issues as outlined in the District's July 27, 2009 notice. In order to proceed, Macerich was advised, among other things, to remove all stop notices issued by subcontractors on this project. To date, the District has not received any stop notice releases and additional stop notices have been filed. Furthermore, the District has been informed that additional checks from Macerich to subcontractors have been returned due to non-sufficient funds.

As previously advised, Macerich is strictly prohibited from returning to the project site. Should Macerich need to retrieve items left at the project site, it shall contact Jerry Marchbank, Assistant Director of Facilities, at (714) 438-4731. Arrangements will be made with the Campus Public Safety Department to escort Macerich representatives should the need arise.

The District shall be addressing all incurred costs, expenses, and delays due to Macerich's failure to adequately perform services under the Agreement with Macerich's payment and performance bond issuer. Any subcontractors asserting claims against Macerich for its failure to pay for subcontractor services will be provided with Macerich's payment bond information.

Should you have any questions, please contact the District Risk Services Manager, Bill Kerwin, at (714) 438-4800.

Sincerely,



Ardith Richey
Sr. Director, Facilities/Planning/Construction

cc: Jim Moreno, President, Board of Trustees
Dr. Jack Lipton, Esq., District General Counsel
Ding-Jo Currie, Ed.D, Interim Chancellor
C.M. Brahmhatt, Vice Chancellor, Administrative Services
Jerry Marchbank, Asst. Director, Facilities
Richard Pagel, Vice President, Orange Coast College
Bill Kerwin, District Risk Services Manager
John Massimino, Esq. , Watt, Tieder, Hoffar & Fitzgerald, LLP
Allegheny Casualty Company, c/o Lesron Insurance Agency (Bond Broker)
Dale Berry, Facilities Construction Manager, Orange Coast College

August 7, 2009

Via E-Mail and U.S. Certified Mail

Allegheny Casualty Company
300 Cottonwood Avenue, #8
Hartland, WI 53029

Through:

Lesron Insurance Agency, Inc.
1440 North Harbor Boulevard, #610
Fullerton, CA 92835

Re: **Termination of Macerich Construction, Inc. From Project**
Assertion of Claim Against Performance Bond (#ACC-112)

To Whom This May Concern:

On August 7, 2009, the Coast Community College District ("District") provided written confirmation of termination to Macerich Construction, Inc. ("Macerich") due to Macerich's failure to adequately perform services required pursuant to Contract for the Orange Coast College Childcare Center Project (bid #1957). A copy of this correspondence is attached hereto for your reference.

On July 27, 2009, the District had previously informed Allegheny Casualty Company and Lesron Insurance Agency, via written correspondence, of the ongoing issues related to Macerich's performance on this project. A copy of the District's July 27th correspondence is attached hereto for your reference.

Additionally, The District has also spoken by telephone with a polite and informative representative of Lesron Insurance Agency, Mr. Ryan Mantle, regarding Macerich's performance on this project. Mr. Mantle confirmed his status as intermediary between the District and Allegheny, should the need to terminate Macerich arise. Present circumstances on the project have required the District to terminate Macerich and to inform Allegheny Casualty of its claim against Macerich's performance bond (#ACC-112). The District is also notifying Allegheny of the high probability of numerous subcontractors asserting claims for non-payment against Macerich's payment bond (#ACC-112) for this project.

Pursuant to the General Conditions within the Contractor's Agreement with Macerich, the District is required to provide Allegheny with a five day period wherein Allegheny would have the right to provide written notice to District of its intention to take over and perform this Agreement in the place of Macerich. Should Allegheny fail to notify District of its intent to assume the obligations under the Agreement within five days or fail to commence performance under the Agreement within 10 days, the

Coastline Community College

Golden West College

Orange Coast College

Board of Trustees (714) 438-4848
Chancellor (714) 438-4888
Administrative Services (714) 438-4612
Employment Benefits (714) 438-4727
Environmental Health & Safety (714) 438-4728

Human Resources ¹ (714) 438-4707
Information Services (714) 438-4747
Instructional Services (714) 438-4698
Internal Auditor (714) 438-4602
International Education (714) 438-4706

Physical Facilities (714) 438-4646
Public Affairs (714) 438-4606
Purchasing (714) 438-4686
Risk Services (714) 438-4690
Vocational Education
Institutional Research (714) 438-4700

District has the right to take over the project and prosecute same to completion by any means determined, while retaining its right for coverage of costs against the performance bond. A copy of the relevant General Conditions section is attached for your review.

Description of OCC Childcare Center Project

This project was awarded to Macerich pursuant to bid requirements under California Public Contracts Code, based upon Macerich's low bid in the sum of \$729,000. The scope of this project is to construct a single story, free standing, small building to accommodate the Orange Coast College After-School Program for children ages 6-12.

Current Status of Construction on the OCC Childcare Center Project

The overall status of construction progress for this project is estimated to be at 70%-75% complete. Nearly all trades (subcontractors) have entered, or are entering the "finish" phase of the project. More particularly, subcontractor trades and percentage of completion are listed below:

A) Contractor Self-Performed:	Estimated 65%
B) Framing (all):	Estimated 90%
C) Electrical:	Estimated 67%
D) Mechanical:	Estimated 90%
E) Plumbing:	Estimated 66%
F) Tile:	Estimated 40%
G) Roofing:	Estimated 90%
H) Doors / Windows:	0% – pending order
I) Fire Sprinklers:	Estimated: 85%
J) Painting:	Estimated 10%
K) Flooring:	0%
L) Specialties:	0%

This project was scheduled to be completed by no later than August 15, 2009, with intended use/occupancy occurring before September 1, 2009. Unfortunately the Contractor (Macerich) fell 3 to 5 weeks behind schedule. The District still has a small window of opportunity to complete this project timely, and hopes to avoid the loss of use of this facility and the impact on college programs as a result. As this project is at a point of entering finish work for all trades, the District wishes to present a cost-effective and time-efficient proposal for Allegheny to consider, minimizing the costs and delays to Allegheny and the District.

Proposed Solution Offered by Coast Community College District

The District proposes the following cost-effective and time-saving solution for Allegheny's consideration:

- 1) The District, through Allegheny, will employ its consultant, Mr. Max Tehrani, to assume the role of construction manager in place of the general contractor, Macerich, similar to a multi-prime construction project. Mr. Tehrani is thoroughly familiar with the history and current


status of this project, and has previously performed similar services for the District on other projects. He has developed a strong and effective relationship with each subcontractor since the commencement of this project.

- 2) In anticipation of Macerich's failure to remedy its performance issues, the District has communicated with nearly all of Macerich's subcontractors to determine if they would continue on the project should Macerich not be retained. All subcontractors contacted have agreed to continue work on this project pursuant to the terms of their agreement with Macerich at time of bid, thereby saving costs and time associated with the retention of a new contractor and subcontractors for this small project. The District would have to retain new subcontractors to complete the balance of Macerich's self-performed work.
- 3) Numerous subcontractors have issued stop notices for this project due to Macerich's failure to pay them for work performed. Despite the status of these unresolved stop notices, the subcontractors have expressed a willingness to complete the project under the supervision of Mr. Tehrani and District Construction Management staff. This approach would provide a *seamless transition* without significant interruption of work on the project. Conversely, the retention of another general contractor, in light of California Public Contracts Code bidding requirements, would further delay the project's completion and unnecessarily result in delay claims, loss of use claims, reimbursement for temporary displacement accommodations, and the possibility of having to rebid this project for the remaining scope outstanding
- 4) The District offers for Allegheny to pay the monthly costs for Mr. Tehrani directly, based upon his submission of monthly invoices for services rendered. Mr. Tehrani's hourly rate is the sum of \$80.00. The District expects this project, under Mr. Tehrani's supervision, would be completed by no later than September 21, 2009, with the exception of windows (order pending) and cabinetry (order pending).

The District is hopeful that Allegheny recognizes the mutual benefit of this proposal in lieu of Allegheny assuming control of this project. We look forward to your prompt response so that we may bring this project to a successful conclusion.

Should you have any questions, please contact the District's Assistant Director of Facilities, Jerry Marchbank, at (714) 439-4731, or the District's Risk Services Manager, Bill Kerwin, at (714) 438-4800.

Sincerely,



C.M. Brahmabhatt

Vice Chancellor, Administrative Services





Coast Federation of Classified Employees

AFT Local 4794

A Union of Professionals

CFCE.org

June 24, 2009

RECEIVED

2009 JUN 25 PM 3:45

VICE CHANCELLOR
FOR HUMAN RESOURCES

Dr. Joseph Quarles
Vice Chancellor, Human Resources
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

RE: Sunshine Contract Articles – Successor Agreement

Dear Dr. Quarles,

The items to be “sunshined” at the July 15, 2009, Board of Trustees meeting by the Coast Federation of Classified Employees, for the reopening of the successor collective bargaining agreement, include but are not limited to the following provisions:

Article 2 – Federation Rights

- Flexibility in allotting released time for union business
- Insert agency fee provision

Article 4 - Safety

- Training for classified employees
- Delineate ergonomic standards
- Insert language regarding hazardous materials
- Clarify reporting procedure for health and safety dangers

Article 5 – Personal Computers Advisory Committee

- Combine with Article 4

Article 7 – Employee Status

- Open communication between Federation and District
- Revise probationary automatic extension
- Clarify cross references

Article 10 – Performance Appraisal

- Procedure for dealing with false information in appraisals
- Clarification of language
- Improve timeline for appraisal schedule

Article 11 – Vacancies, Transfers and Promotions

- Define job vacancy
- Include classified employees on hiring committees

CFCE Office at Orange Coast College
2701 Fairview Road, Costa Mesa, CA 92626
(714) 432-5179 Fax: (714) 432-5661



CFCE Office at Golden West College
15744 Golden West Street, Huntington Beach, CA 92647
(714) 892-7711 x58765

Attachment 17

- Clarification on job posting procedure
- Make Hiring Policy Committee language more definitive

Article 13 – Layoff Procedures & Reemployment Rights

- Include a provision for COBRA and stimulus money
- Extend the notice time for classified layoffs
- Clarify difference between appointment to 39 month list for layoffs and appointment to the list for other reasons

Article 15 – Vacation

- Clarify vacation scheduling
- Clarification and consistency in carryover of vacation

Article 19 – Salaries

- Expand out of class section to include assignment of duties

Article 25 – Nepotism

- Make the contract more consistent with Board Policy

Article 26 – Nondiscrimination, Equal Employment Opportunity, Harassment and ADA

- Expand language to include whistle blower protection
- Make language more definitive

Please contact me if you have any questions.

Respectfully submitted,



Ann Nicholson, President
Coast Federation of Classified Employees
AFT 4794

Cc Ding-Jo Currie, Acting Chancellor
Jim Moreno, Board of Trustees President
Christian Teeter, Secretary of the Board



COAST COMMUNITY COLLEGE DISTRICT
Initial Proposal for Negotiations
With
Coast Federation of Classified Employees/American Federation of Teachers
AFL/CIO (CFCE/AFT – Local 4794)

The following proposal is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Classified Employees/American Federation of Teachers AFL/CIO (CFCE/AFT – Local 1911). The District considers any article opened by the CFCE for renegotiation, as being opened for both parties and subject to modification. Furthermore, it is the District's intent to respond to each article opened for negotiations by CFCE. The District's proposal is conceptual in nature, with specific language to be provided during the negotiations process. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate.

Article 2 – Federation Rights

2.7 Released Time – Paid Leaves

- Clarification of what constitutes released time
- Provision for annual notification of anticipated use of released time
- Clarification of the amount of time to be used, limits to released time, and tracking of released time to minimize impact on departments

Article 7 – Employee Status

7.2 Short Term Employees

- Alter limitation of days to be consistent with Education Code

7.4 Probationary Period

- Extension of probationary period to be congruent with Education Code
- Clarification of appraisal schedule

Article 10 – Performance Appraisal

10.4 Performance Appraisal Schedule

- Revise timelines
- Clarify timelines for interim appraisals
- Incorporate Language Relating to Action Plans for Performance Improvement

Article 14 – Hours and Overtime

14.14 Compensatory Time

- Clarify time limits relating to use to be congruent with Code
- Clarify how determination is made relative to granting paid overtime vs. compensatory time

Article 16 – Holidays

16.2 Holiday Eligibility

- Propose time limits for use of “in lieu” of days

Article 15 – Vacation

15.2 Vacation Scheduling

- Develop Methods for vacation scheduling, including annual calendar and assigned vacation for use of excess days.
- Propose language for timely submission of absence forms

Article 17 – Leaves of Absence

- Clarification of notice requirements for absences without prior approval.
- Clarification of language pertaining to submission of absence forms

17.12 Unauthorized Absence

- Include additional language relating to job abandonment

17.13 Abuse/Misuse of Sick Leave

- Add language to complete this section of the contract

Article 20 – Employee and Dependent Benefits

20.1 Premium Costs

- Address employee contributions
- Address dependent coverage in HMO Plan

Coast Community College District
2008-2009 Distance Education Activity Report
Board of Trustees Meeting
August 19, 2009

In accordance with Title 5, Chapter 6, Subchapter 3, Section 55210, a report on distance education activity must be provided to the local governing board no later than August 31 of each year. This section was added to Title 5 in August 2007. Distance education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.

The colleges offer distance education courses through a number of different mediums:

Tele/Cable Courses – Students watch pre-produced programs aired on KOCE or Cable TV; read textbooks, handbooks and study guides; interact with instructors via phone, fax, or email; attend live review sessions; mail in assignments and quizzes; take on-site or proctored exams.

Independent Study/CD-ROM Courses – Students study independently using specially prepared course materials that include reading materials, textbooks, study guides, self-paced assignments and video materials and/or CD-ROM materials. They interact with instructors via phone, fax, or email. They watch or listen to prerecorded review sessions, mail in assignments and quizzes, and take on-site or proctored exams.

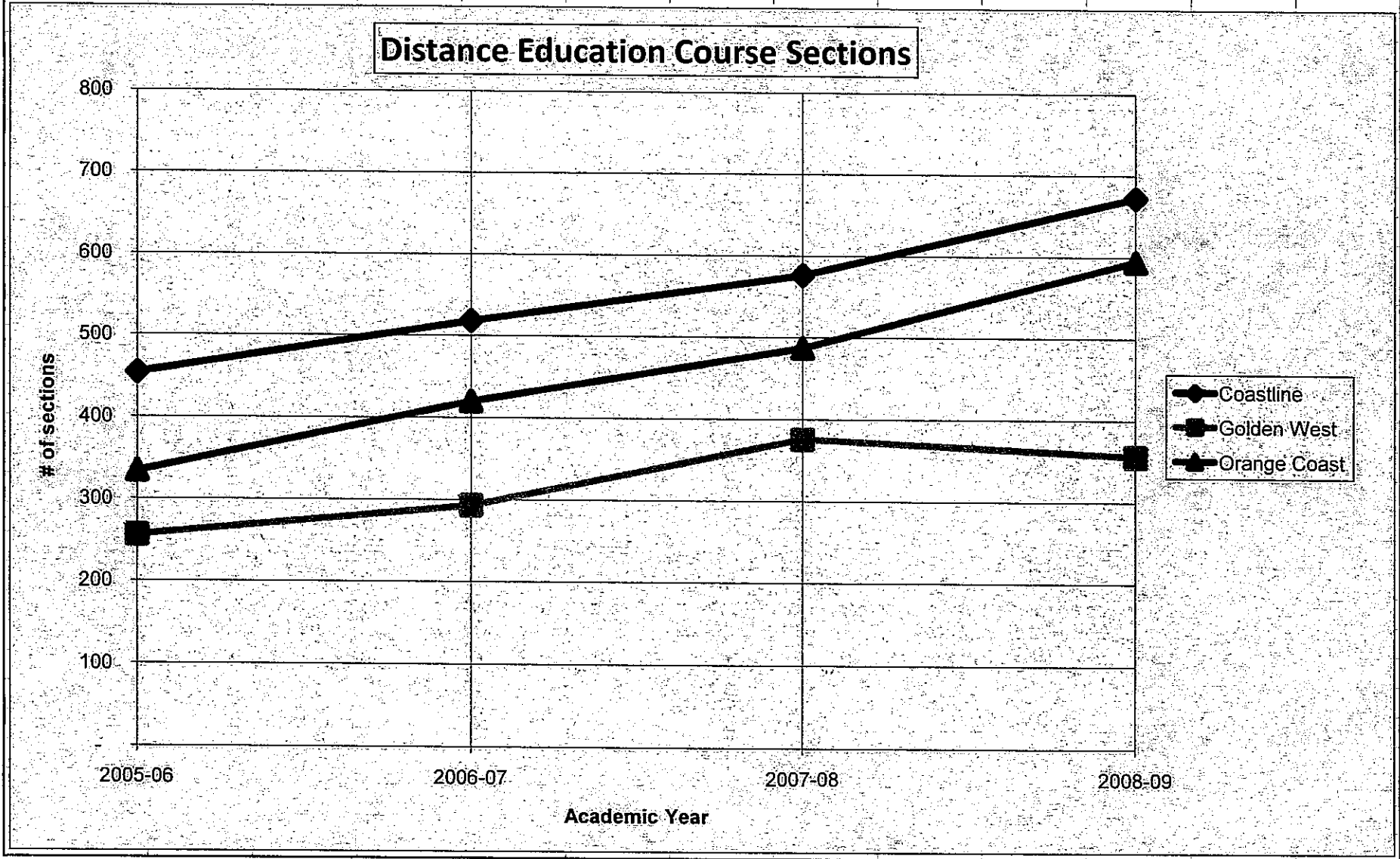
Internet (asynchronous instruction) – Students take courses online and work at their own time, place and speed. Online courses have a substantive portion of course materials (syllabus, assignments, lectures) delivered online via the World Wide Web. Students must have access to multimedia computers. Courses include discussion forums for student-to-student as well as instructor-to-student interaction. Textbooks, email, media materials, videotapes, CD-ROM materials may be used as part of the learning experience. Examinations are typically administered online, on-site, or proctored.

Online Hybrid Courses – Students take part of the course on-line (at least 51%) and part on campus in the classroom.

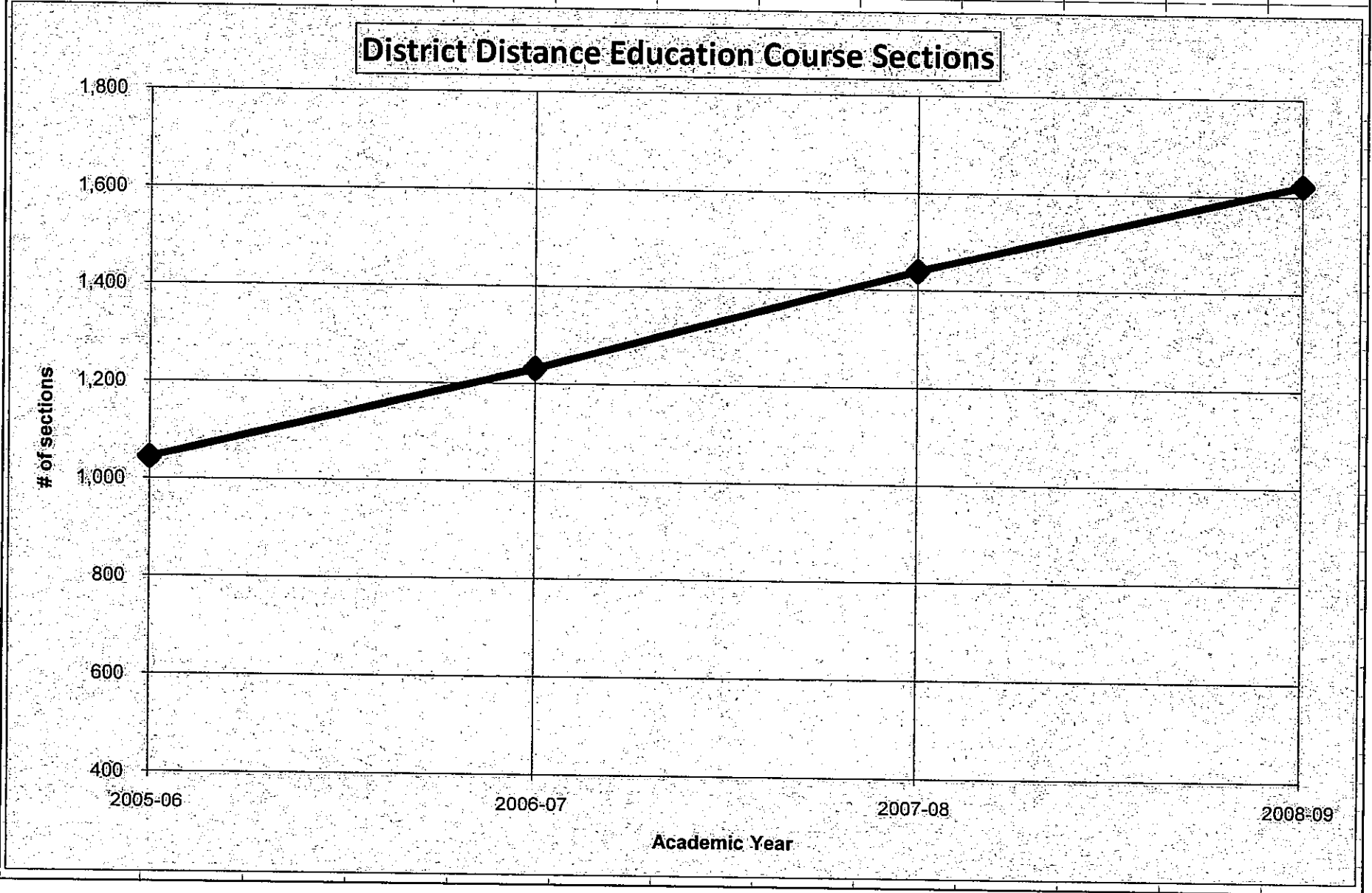
Attached are graphic depictions district wide of the number of sections offered, course enrollments, and FTES generated in Distance Education courses for the past four years. The following observations are made:

- The number of Distance Education sections offered has increased dramatically over the past four years from 1,044 sections offered in 05/06 to 1,622 in 08/09, an increase of 55%.
- Likewise, enrollments in Distance Education courses have increased almost 52% from 05/06 to 08/09.
- FTES generated by Distance Education courses now represents 20% of the total FTES generated in the District.

Course Sections - Distance Education													
	2005-06	2006-07	2007-08	2008-09									
Coastline	454	518	576	672									
Golden West	256	293	376	356									
Orange Coast	334	420	487	594									

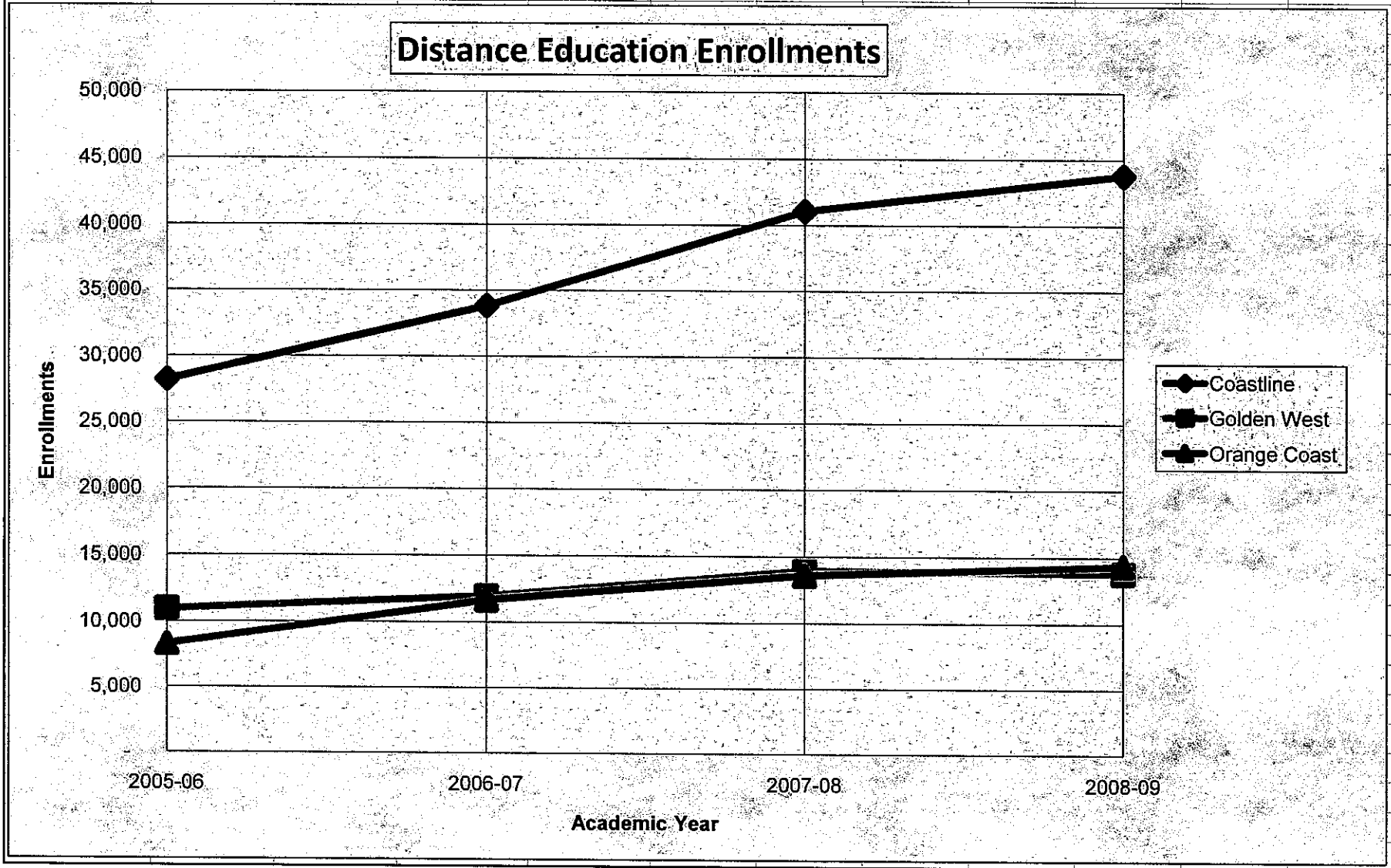


Course Sections - Distance Education														
	2005-06	2006-07	2007-08	2008-09										
Coast District	1,044	1,231	1,439	1,622										



Course Enrollments - Distance Education

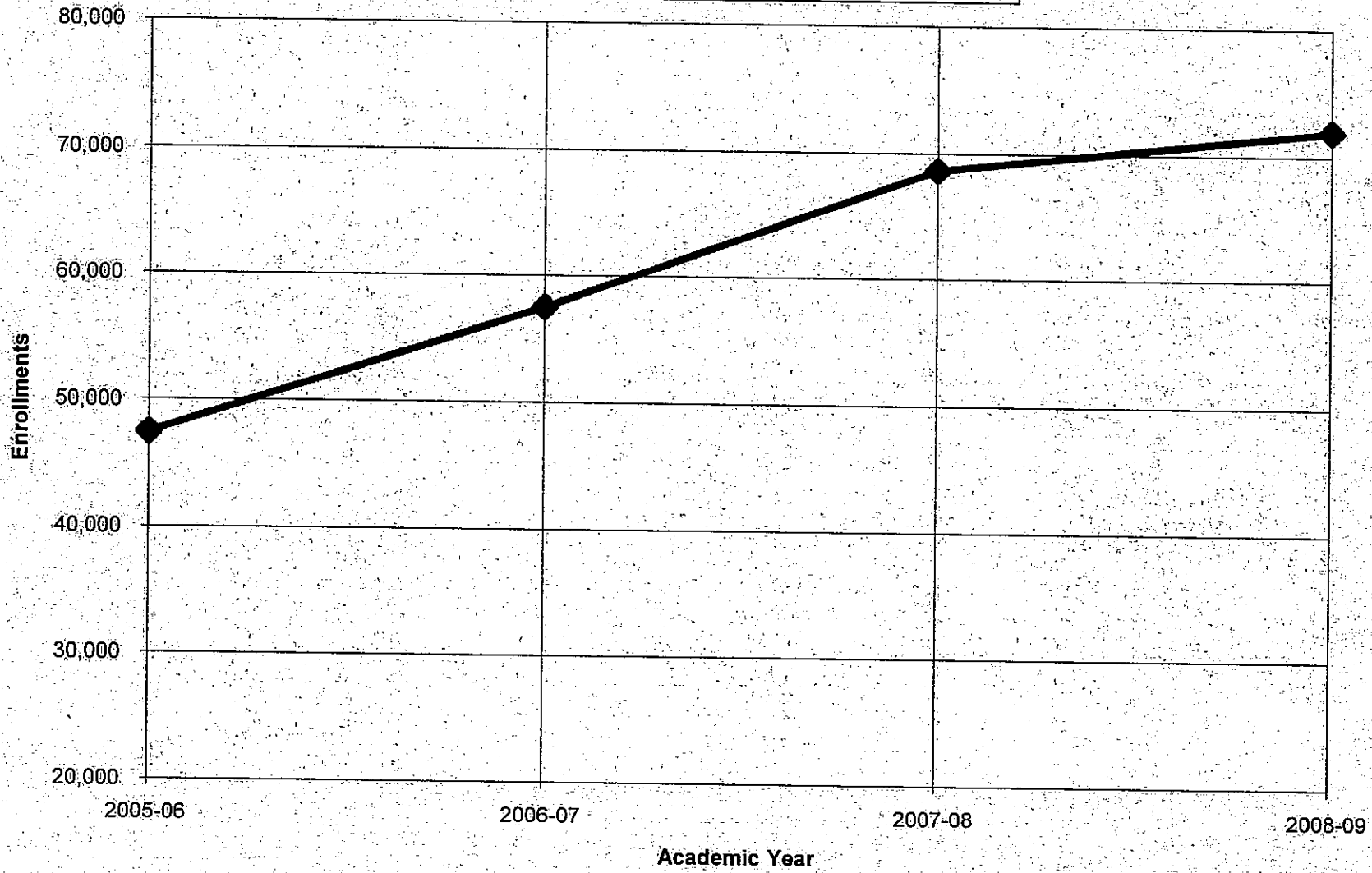
	2005-06	2006-07	2007-08	2008-09
Coastline	28,199	33,813	41,056	43,781
Golden West	10,962	11,982	13,968	13,816
Orange Coast	8,287	11,654	13,591	14,350



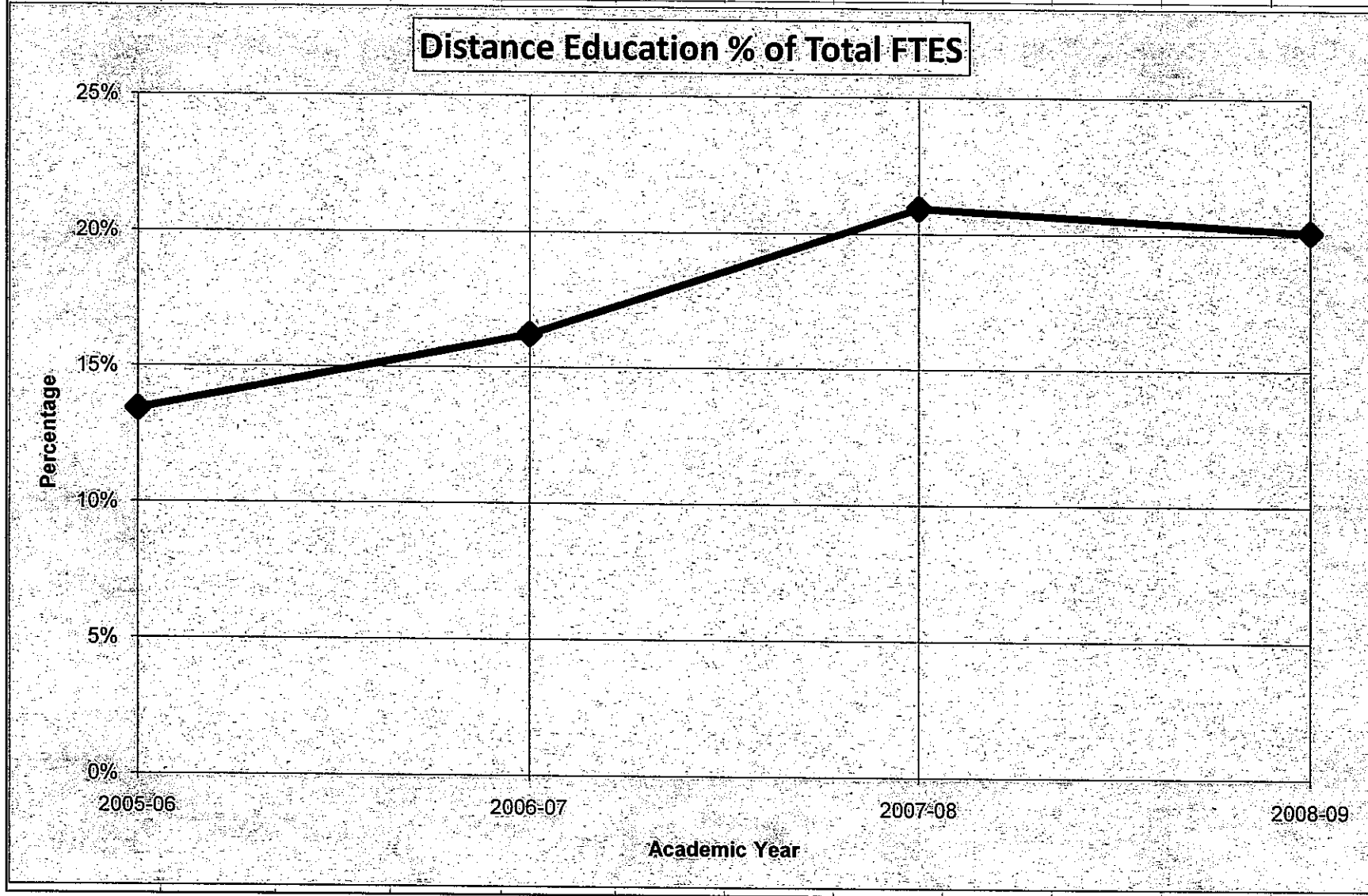
Course Enrollments - Distance Education

	2005-06	2006-07	2007-08	2008-09
Coast District	47,448	57,449	68,615	71,947

District Distance Education Enrollments



FTES - Distance Education Courses											
	2005-06	2006-07	2007-08	2008-09							
Distance Ed	4,007.52	5,535.59	7,191.88	7,351.25							
Total	29,848.3	34,153.9	34,364.8	36,544.1							
% of Total	13.4%	16.2%	20.9%	20.1%							



Coast Community College District

11460 Warner Avenue
Fountain Valley, California 92708-2597
(714) 241-6144

**PROPOSED MITIGATED NEGATIVE DECLARATION AND NOTICE OF INTENT TO
ADOPT THE PROPOSED MITIGATED NEGATIVE DECLARATION**

In accordance with Coast Community College District (CCCC) policies regarding implementation of the California Environmental Quality Act, the CCCD has conducted an Initial Study to determine whether the following Project may have a significant adverse effect on the environment, and on the basis of that study hereby finds:



The Proposed project will not have a significant adverse effect on the environment; therefore it does not require the preparation of an Environmental Impact Report.



Although the Proposed project could have a significant adverse effect on the environment, there will not be a significant adverse effect in this case because the Mitigation Measures described on the attached sheet(s) have been added to the project. An Environmental Impact Report is therefore not required.

The Environmental documents which constitute the Initial Study and provide the basis and reasons for this determination are attached and hereby made a part of this document.

PROJECT:

Title: Newport Beach Learning Center

Location: The Project is located along the west side of Monrovia Avenue and north of the terminus of 15th Street.

Description: The proposed Project consists of the development of a three-story learning facility on an approximately 3.4-acre property located along the west side of Monrovia Avenue and north of the terminus of 15th Street.

Project Proponent: Coast Community College District

Address: 11460 Warner Avenue, Fountain Valley, California 92708-2597

Contact Person: Kevin McElroy Telephone Number: (714) 241-6144

NOTICE:

This document and supporting attachments are provided for review by the general public. This is an information document about environmental effects only. Supplemental information is on file and may be reviewed in the office listed above. The decision-making body will review this document and potentially many other sources of information before considering the proposed project.

As discussed in the attached Initial Study, the project site is not designated on the hazardous materials list that has been compiled pursuant to Government Code Section 65962.5.

This Proposed Mitigated Negative Declaration is circulated for public review for a 20-day period starting July 17, 2009 and ending on August 6, 2009. If you have comments on the Proposed Mitigated Negative Declaration, provide written comments to Kevin McElroy, Coastline Vice President of Administrative Services at the Coast Community College District address shown above by 4:30 p.m. on August 6, 2009. Please address your written comments to our finding that the Project will not have a significant adverse effect on the environment: (1) identify the environmental effect(s), why they would occur, and why they would be significant, and (2) suggest any mitigation measures which you believe would eliminate or reduce the effect to an acceptable level. Regarding item (1) above, explain the basis for your comments and submit any supporting data or references.

During the 20-day public review period, a copy of the Proposed Mitigated Negative Declaration is available for review and referenced documents can be made available for review at the Coast Community College District at the address shown above.

This notice is hereby considered the CCCD's notice of intent to adopt this Mitigated Negative Declaration for the Newport Beach Learning Center.

Signed: _____

Michael E. Hurd
For Kevin McElroy

Dated: July 16, 2009



**Initial Study
Newport Beach Learning Center
Newport Beach, California**

Prepared for:



Coast Community College District
11460 Warner Avenue
Fountain Valley, CA 92708-2597
714.438.4600

Contact: Kevin McElroy

Prepared by:

Michael Brandman Associates
220 Commerce, Suite 200
Irvine, CA 92602
714.508.4100

Contact: Shawn Nevill, J.D., Project Manager
Michael E. Houlihan, AICP, Project Director



July 16, 2009



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SECTION 1: INTRODUCTION

1.1 - Project Title

Newport Beach Learning Center.

1.2 - Project Location

The Project site is located in the western portion of the City of Newport Beach, which is shown on Exhibit 1. Specifically, the Project is located on a 3.4-acre site along the west side of Monrovia Avenue and north of the terminus of 15th Street. The location of the Project site is shown on Exhibit 2.

1.3 - Lead Agency Name and Address

Coast Community College District, 1370 Adams, Costa Mesa, California, 92626.

1.4 - Project Sponsor's Name and Address

Coast Community College District, 1370 Adams, Costa Mesa, California, 92626.

1.5 - Contact Person and Phone Number

Kevin McElroy, 714.241.6144.

1.6 - General Plan Designation

RM (Multiple-Unit Residential).

1.7 - Zoning

M-1-A (Controlled Manufacturing).

1.8 - Surrounding Land Uses and Setting

Light industrial and office uses are located immediately north of the Project site. Further north are Carden Hall Elementary and Junior High School, light industrial uses and public facilities. Multiple-Unit Residential developments are located east and south of the Project site. An office use is located immediately south of the Project site. A mobile home community is located on the east side of Monrovia, and multi-family residential communities are located southeast of the site. An undeveloped open field is located immediately west of the Project site, which is part of the proposed Banning Ranch development.

1.9 - Public Agencies Whose Approval Is Required

Lead Agency - Coast Community College District.

Responsible Agency - City of Newport Beach.

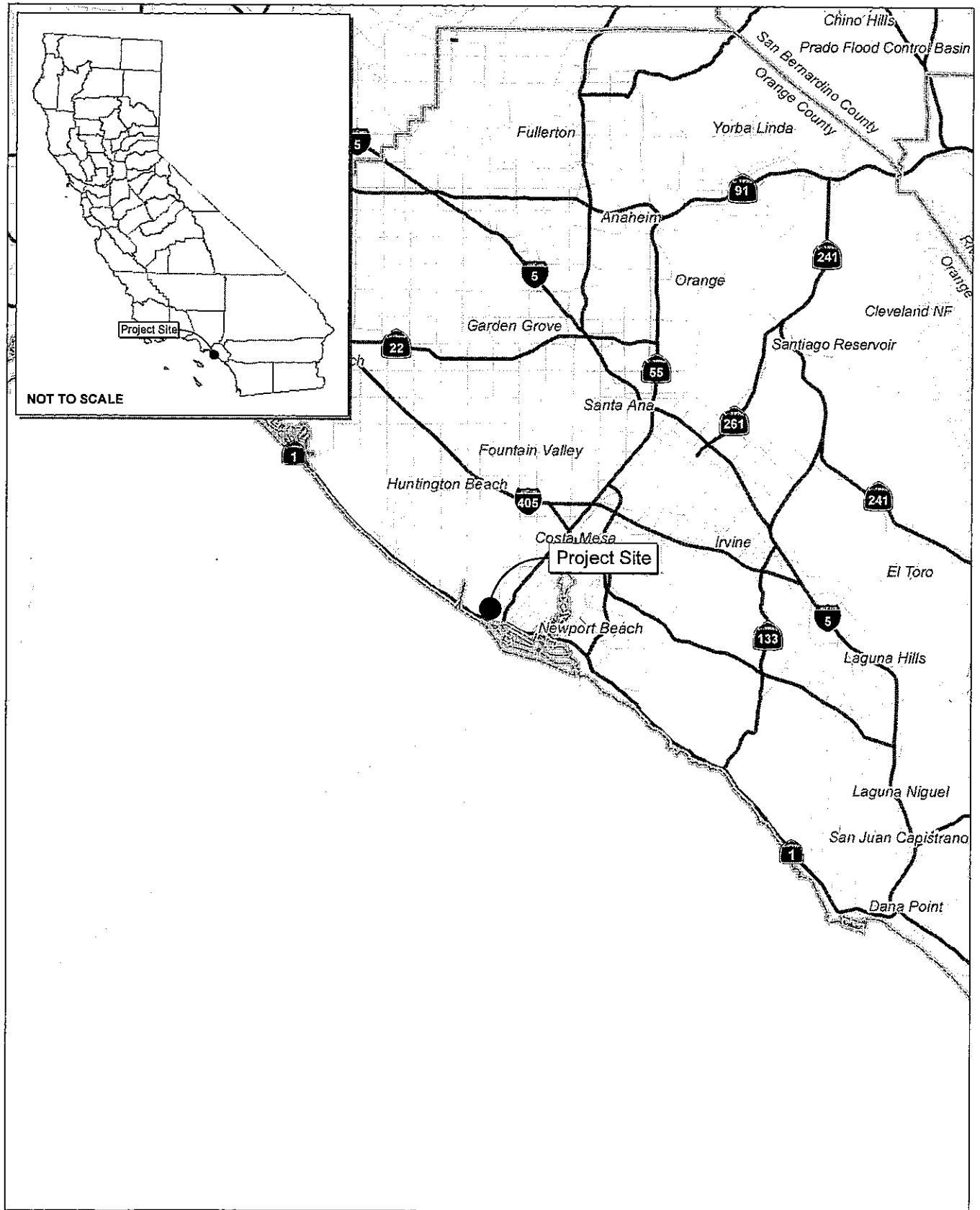
1.10 - Purpose

This document is an Initial Study and Mitigated Negative Declaration. It has been prepared in conformance with the California Environmental Quality Act (CEQA) statutes, Public Resources Code (PRC Section 21000 et seq.), CEQA Guidelines. The purpose of an Initial Study is to conduct formal environmental Project review to:

1. Identify Project impacts which are determined not to be significant.
2. Identify Project impacts which are determined to be potentially significant.
3. Provide an opportunity to incorporate mitigation measures or changes into the Project design, which will lessen the level of significance of anticipated environmental impacts.
4. Identify whether a Negative Declaration or EIR analysis is necessary to complete the environmental review for the Project pursuant to CEQA.

A Mitigated Negative Declaration is appropriate where “the initial study has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.” (PRC § 21064.5; CEQA Guideline 15369.5.) As stated in the proposed environmental determination below, although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. Such revisions include the mitigation measures integrated into the Discussion of Environmental Evaluation section below, which will be included in a mitigation monitoring and reporting program to be adopted by the lead agency.

The Community College District has determined that Section 15081.5(b) of the CEQA Guidelines (i.e., EIRs Required By Statute) does not apply to the proposed project because there is not a long-range development plan for the proposed facility, and the proposed facility is not considered one of the campuses of the District. Coastline Community College offers instruction at approximately 50 sites. Parallel to other Coastline Community College facilities, the proposed facility will be a satellite center which supplements and supports all college site based instruction.



Source: Census 2000 Data, The CaSIL, MBA GIS 2009.



Michael Brandman Associates

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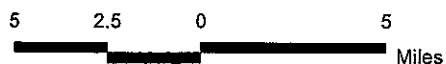


Exhibit 1 Regional Location Map

CITY OF NEWPORT BEACH • NEWPORT BEACH LEARNING CENTER
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION





Source: ESRI Prime Imagery, 2007. MBA GIS Data, 2009.



Michael Brandman Associates

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Exhibit 2 Local Vicinity Map Aerial Base

CITY OF NEWPORT BEACH • NEWPORT BEACH LEARNING CENTER
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION



1.11 - Project Description

1.11.1 - Project Characteristics

The proposed Project consists of the development of a three-story learning facility on an approximately 3.4-acre property located along the west side of Monrovia Avenue and north of the terminus of 15th Street. The proposed Project would require the demolition of several structures on the site and the grading on the project site would balance cut and fill material. Therefore, no soil material is proposed to be imported or exported. The Project includes the construction of an approximately 67,000 square foot (sq ft) building. The learning facility would include twenty-two classrooms, an art gallery, five college-art classrooms, an activity room, two performance rooms, two computer labs, two science rooms, faculty and administrative offices, and a large student lounge with kitchen facilities.

The structure of the building consists of poured in-place concrete wall, floor, and frames. In response to the structure's orientation, the east façade which faces east is articulated with punched openings that are protected with an aluminum louver system. The west side façade is a three story glass enclosed open air circulation element that allows filtered daylight into the classrooms and protects from the wind and rain. The one story bar façade on the west has small slot windows as well as skylights. The structure includes a planted roof deck for outdoor activities. Furthermore, the entire facility is planned to achieve a LEED Gold Certification.

The proposed learning center would replace the existing learning center that is located in Costa Mesa on Mesa Verde Drive at Baker Street. The existing learning center accommodates 2,240 students in approximately 45,000 square feet of facilities. The Community College District is proposing to relocate their learning center to achieve their long-term goal to own their facilities.

As shown in Exhibit 3, the proposed L-shaped structure will be located along the northern and western sides of the project site. Parking will be provided in the center and eastern portions of the site. The proposed structure will be primarily three stories high except for the western portion of the structure that extends along the western side of the project site. This portion of the structure will be two stories and will include two outdoor plazas and planted areas on the second floor roof. Access to the second and third floors will be provided by outdoor staircases as well as elevators.

The learning facility would be operated to meet the educational needs of both high school-aged students as well as college students. During the daytime, the learning facility would operate as part a of the Coastline Community College's Early College High School program, educating high school-aged students from within the Newport-Mesa Unified School District (NMUSD) in both college and high school courses. Coastline Community College would also provide services pursuant to its Disabled and Acquired Brain Injury program during daytime hours. Additionally, there will be limited college courses offered to college students during the daytime. During the evening, the proposed learning center would offer a variety of college courses to college students.

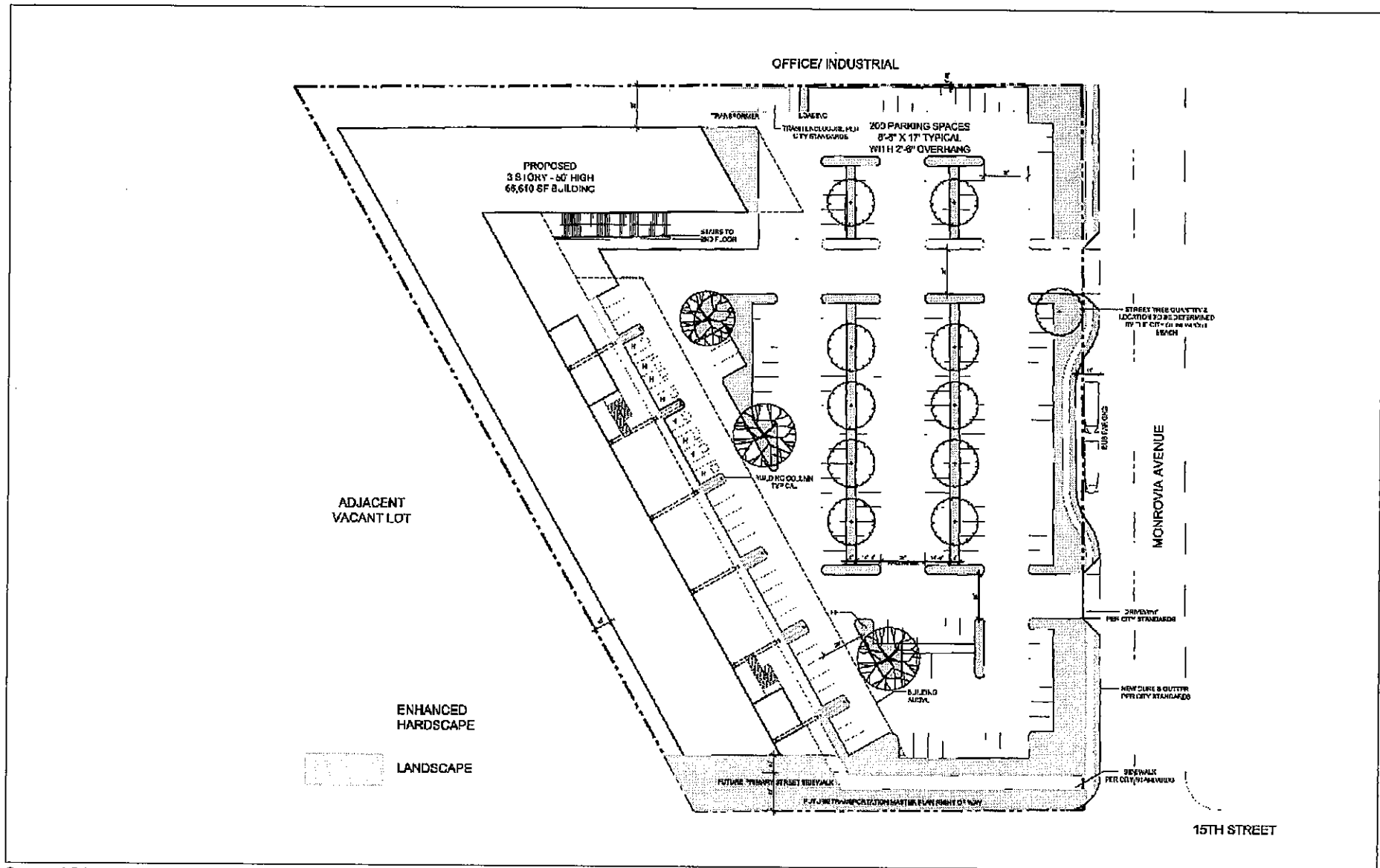
1.11.2 - Access and Parking

Primary access to the learning facility would be provided along Monrovia Avenue by the use of two driveways. A bus drop-off area would be constructed along the Project's frontage with Monrovia Avenue, which would provide space for up to two buses to drop-off students outside of the flow of traffic. Parking will be provided at grade and will consist of a total of 198 parking spaces, which would provide separate designated parking spaces for handicapped users. The majority of the parking spaces will be in the surface parking lot while some of the parking will be accommodated in covered parking areas directly under portions of the second story.

1.11.3 - Energy Efficiency Measures

The following components are proposed to be implemented as project design features in order to reduce the energy demand created by the Project:

- Provide electrical hook-ups for Transportation Refrigeration Units
- Provide storm water retention on the Project site by providing percolation areas onsite.
- Provide water efficient landscape and irrigation systems.
- Provide water efficient plumbing fixtures.
- Include vegetated roofs, where feasible.
- Include operable windows for natural ventilation.
- Use high performance insulated glass.
- Install photovoltaic panels onsite.
- Use fly ash in concrete walls and floors.
- Use recycled content materials during construction throughout the interiors.
- Use paints and various coatings that are low-emitting materials.



Source: LPA



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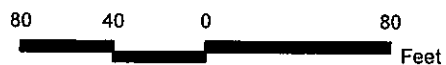


Exhibit 3 Site Plan

CITY OF NEWPORT BEACH • NEWPORT BEACH LEARNING CENTER
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION



1.11.4 - Utilities

The Project would construct an on-site water system, consisting of an 3-inch lateral line, that would connect to an existing 8-inch water line located beneath Monrovia Avenue. Additionally, on-site sewer pipes would be installed and would connect to an existing 8-inch vitrified clay pipe (VCP) sewer line located beneath Monrovia Avenue. A sewer manhole would be installed where the lateral connects to the sewer main within Monrovia Avenue. A Class I wet stand pipe and automatic sprinkler system will be installed to serve the fire protection needs for the proposed Project.

Drainage collected from the Project site would be conveyed to the existing curb and gutter along the west side of Monrovia Avenue to a catch basin located at the Monrovia Avenue cul-de-sac, approximately 500 feet south of the Project site.

1.11.5 - Site Preparation

The proposed Project site is comprised of three parcels which contains several existing buildings, including associated infrastructure and landscaping, that would be demolished as a part of the proposed Project. Site preparation would include the removal of existing improvements, and grading associated with the construction of the proposed learning center. It is anticipated that the earthwork would balance onsite.

1.11.6 - Existing Site Improvements

The northern most parcel includes five buildings with an adjacent asphalt-paved parking area. These include a three-story office building; an industrial building that has been subdivided into 12 single-story individual suites with two, two-story suites; a two-story office building; and two, single-story, timber-framed tilt-up structures. A total of approximately 29,500 sq ft of building area currently occupies the 53,601 sq ft parcel; approximately 20,000 sq ft is office space; 6,500 sq ft as light industrial or warehouse uses; approximately 3,000 sq ft is laboratory space and approximately 4,000 sq. ft. is enclosed storage area. All of the buildings and existing improvements will be demolished and removed prior to the construction of the proposed Project.

The middle parcel within the Project area was formerly a boat storage yard and is mostly an unpaved, vacant dirt lot. An abandoned single-family residence and its associated improvements located on the eastern portion of the parcel would be demolished and removed from the Project site. The eastern portion of the parcel also contains the remnants of a burned down single-family residence, which would be removed.

The southernmost parcel consist of two buildings with an adjacent asphalt-paved parking area containing 30 parking spaces and two dirt tracks that were formerly used to test motorcycles and bicycles. Both structures are single-story tilt-up structures. The first building is approximately 500 sq ft and the second is approximately 600 sq ft.

1.12 - Intended Uses of this Document

As the lead agency, the Coast Community College District has determined that a Mitigated Negative Declaration (MND) is the appropriate level of analysis pursuant to the CEQA Statutes and Guidelines to address the potential environmental impacts of the proposed Project. As mitigated, the Project will not have a significant effect on the environment.

This Initial Study and MND will be used as a basis for decision making on the following discretionary actions being considered for the Project.

Coast Community College District (Lead Agency)

- Approval of the Project

City of Newport Beach (Responsible Agency)

- Approval of the Parcel Map
- Approval of Traffic Study Pursuant to City of Newport Beach Traffic Phasing Ordinance

SECTION 2: ENVIRONMENTAL CHECKLIST

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Aesthetics <i>Would the project:</i>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Agriculture Resources <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.</i> <i>Would the project:</i>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Air Quality <i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.</i> <i>Would the project:</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Biological Resources <i>Would the project:</i>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
5. Cultural Resources <i>Would the project:</i>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Geology and Soils <i>Would the project:</i>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
wastewater disposal systems where sewers are not available for the disposal of wastewater?				
7. Hazards and Hazardous Materials <i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Hydrology and Water Quality <i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Land Use and Planning <i>Would the project:</i>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Mineral Resources <i>Would the project:</i>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Noise <i>Would the project result in:</i>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Population and Housing <i>Would the project:</i>				
a) Induce substantial population growth in an area, either directly (for example, by proposing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Public Services <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</i>				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Recreation				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Transportation / Traffic <i>Would the project:</i>				
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies, plans or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Utilities and Service Systems <i>Would the project:</i>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Include a new or retrofitted storm water treatment control Best Management Practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(BMP), (e.g. water quality treatment basin, constructed treatment wetland), the operation of which could result in significant environmental effects (e.g. increased vectors and odors)?				
17. Climate Change				
a) Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Mandatory Findings of Significance				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Environmental Factors Potentially Affected		
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.		
<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology / Soils
<input type="checkbox"/> Hazards / Hazardous Materials	<input type="checkbox"/> Hydrology / Water Quality	<input type="checkbox"/> Land Use / Planning
<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise	<input type="checkbox"/> Population / Housing
<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation / Traffic
<input type="checkbox"/> Utilities / Services Systems	<input type="checkbox"/> Climate Change	<input type="checkbox"/> Mandatory Findings of Significance

Environmental Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signed

Michael E. Houch

Date 07-16-2009

SECTION 3: DISCUSSION OF ENVIRONMENTAL EVALUATION

1. Aesthetics

Would the Project:

- a) *Have a substantial adverse effect on a scenic vista?*

Less Than Significant Impact. The Project site and surrounding area are relatively flat and are located within an urbanized area of Newport Beach. The Project site is not part of a scenic vista. Newport Beach is located in a physical setting that provides a variety of coastal views, including those of the open waters of ocean and bay, harbor, beaches, rocky shores, wetlands, canyons, and coastal bluffs. As shown in Figure NR3 of the City of Newport Beach General Plan, the Project site is not located in the vicinity of a designated public view point or coastal view road. Views from the western portion of the Project site include undeveloped fields that are associated with the proposed Banning Ranch development, with the Pacific Ocean visible in the distance. Properties in the immediate vicinity of the site contain buildings with heights of one to three stories. The Project proposes a building that would be up to three stories tall, which is not substantially different from nearby building heights. The Project site and the immediate surrounding area are set back from the edge of the mesa a sufficient distance that the construction of the Project would not result in a substantial change in views of the ocean from any surrounding properties when compared to the existing condition. As the proposed Project would not significantly affect any scenic vistas in the vicinity of the Project site, impacts associated with scenic vistas would be less than significant.

- b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?*

Less Than Significant Impact. No officially designated scenic highways occur within the City of Newport Beach. SR-1 (Pacific Coast Highway) is designated by the City as a State Eligible Scenic Highway. The Project site is located on a mesa approximately 0.5 mile north of SR-1, and would be set back a sufficient enough distance that the intervening topography would restrict views of the proposed Project from SR-1. The proposed Project would include the removal of existing trees and buildings from the site; however, these features do not provide a significant scenic resources for the Project area. Additionally, because of the distance of the proposed Project from SR-1 and the limited scale of the development, the implementation of the proposed Project would not result in a significant impact related to scenic resources within a state scenic highway. There are no known scenic resources, including mature or heritage trees, and no rock outcroppings

or historic buildings located on the Project site. Therefore, impacts related to this issue would be less than significant.

- c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

Less Than Significant Impact. The Project area is relatively flat and mostly urbanized, with residential, educational, and light industrial land uses in the surrounding area. The Project site's existing condition includes dilapidated buildings, overgrown vegetation, and a general lack of unified landscaping along the site's Monrovia Avenue frontage. These features are visible from nearby streets and properties. The existing house on the site is abandoned and has boarded up windows, and has been vandalized with graffiti. Vegetation appurtenant to the house is overgrown and dominates views of the area near the home. In the vicinity of the location where a burned down residence occurs on the site, piles of construction debris are visible from Monrovia Avenue.

The Project would redevelop the property by removing light industrial uses on a portion of the site, as well as the abandoned residential home and the remnants of a burned residential home, which serve to negatively impact the visual character of the area in the existing condition. In addition to the removal of buildings on the Project site, the Project would remove associated landscaping.

The proposed Project has been designed to blend in with existing development and provide unified landscaping along Monrovia Avenue from the northerly property boundary to the future 15th Street alignment. Additionally, the Project would include landscaping to enhance the visual quality of the Project. Accordingly, the proposed Project would not result in a degradation of the existing visual character, quality of the site, and the surrounding area; therefore, associated impacts would be less than significant.

- d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less Than Significant with Mitigation Incorporated. The Project site is currently developed with commercial, industrial, and residential buildings and is surrounded by existing development to the north, east, and south. The proposed Project includes a learning facility with associated parking areas and security lighting that would create additional lighting sources on site. Because the proposed Project could create a substantial new source of light and glare, impacts associated with light and glare would be potentially significant. Compliance with mitigation measure AE-1 and AE-2 would reduce the impacts associated with this issue to less than significant.

Mitigation Measures

- AE-1** Prior to the operation of the site, all on-site lighting shall be shielded and confined within site boundaries. No direct rays of light or glare are permitted to shine onto public streets or adjacent sites or create a public nuisance. "Walpak" type lighting fixtures shall not be used on the Project site and all parking area lighting shall have zero cut-off fixtures. All light standards shall not exceed 24 feet in height.
- AE-2** The site shall not be excessively illuminated based on the luminance recommendations of the Illuminating Engineering Society of North America.

2. Agricultural Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the Project:

- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The Project site is not located on land that is designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The Project site is located in an urban setting and does not support agricultural uses. As a result, no impacts are anticipated.

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. No Williamson Act contracts exist on the Project site. Additionally, the Project site is not zoned for agricultural use. Therefore, no associated impacts are anticipated.

- c) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?*

No Impact. The Project site and surrounding areas are highly urbanized and developed with office, educational, light industrial, and residential uses, and are not used as farmland or for agricultural purposes. The proposed Project would not result in the direct or indirect conversion of Farmland to non-agricultural uses. Therefore, no such impacts are anticipated.

3. Air Quality

This analysis relies upon information contained in the Air Quality and Climate Change Analysis contained in Appendix A of this IS/MND. According to City staff, a demolition permit was recently issued for the onsite abandoned house due to code enforcement. The following is a summary of the Air Quality and Climate Change Analysis prepared for the Project.

The Project is in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The South Coast Air Basin is in nonattainment for ozone and particulate matter (PM₁₀ and PM_{2.5}), which means that concentrations of those pollutants currently exceed the ambient air quality standards for those pollutants. Ambient air quality standards for criteria pollutants are set by the U.S. Environmental Protection Agency and the California Air Resources Board (ARB) to protect the health of sensitive individuals. Criteria pollutants include ozone, PM₁₀, PM_{2.5}, carbon monoxide (CO), nitrogen dioxide, lead, and sulfur dioxide. Ozone is formed through reactions of volatile organic compounds (VOCs), nitrogen oxides (NO_x), and sunlight.

To assist Lead Agencies in the analysis of Project-related air pollutants, the SCAQMD recommends use of regional and localized significance thresholds. If Project emissions are over the thresholds, the Project would result in a significant impact.

Emissions during construction were estimated using URBEMIS2007 (see Appendix A for construction phase assumptions and URBEMIS output). As shown in Table 1, emissions of VOC and NO_x during construction exceed the regional significance thresholds. The primary source of the VOC exceedance is from application of coating materials (paints, sealers, etc.) during the construction phase and the main source of NO_x is from the vehicle emissions during the construction phase.

Table 1: Short-Term Regional Emissions (Unmitigated)

Source	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Demolition	3.6	36.8	17.7	<0.1	26.7	6.9
Grading	3.5	30.4	15.6	<0.1	6.2	2.4
Trenching	2.4	19.6	10.4	<0.1	1.1	1.0
Building	12.2	150.2	50.6	<0.1	5.1	4.7
Building and asphalt paving	13.3	151.3	55.6	<0.1	5.3	4.9
Building, paving, coating	103.1	151.4	56.6	<0.1	5.4	4.9
Maximum Daily Emissions	103.1	151.4	56.6	<0.1	26.7	6.9
Significance Threshold	75	100	550	150	150	55
Significant Impact?	Yes	Yes	No	No	No	No

Source	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
<p>Note: The maximum daily emissions refer to the maximum emissions that would occur in one day; it was assumed that the grading activities do not occur at the same time as the other construction activities; therefore, their emissions are not summed. VOC = volatile organic compounds NO_x = nitrogen oxides CO = carbon monoxide SO_x = sulfur oxides PM₁₀ and PM_{2.5} = particulate matter <0.1 = less than 0.1 Source: Air Quality and Climate Change Analysis, 2009, Appendix A.</p>						

The SCAQMD Governing Board adopted a methodology for calculating localized air quality impacts through localized significance thresholds (LSTs), which is consistent with SCAQMD's Environmental Justice Enhancement Initiative I-4. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable State or national ambient air quality standard.

The onsite emissions during construction are compared with the localized significance thresholds and are summarized in Table 1. The onsite emissions were generated by URBEMIS. Onsite emissions are from fugitive dust during grading and emissions from construction vehicles and equipment operating on site. As shown in Table 2, localized emissions of nitrogen dioxide, PM₁₀, and PM_{2.5} exceed the localized significance thresholds. PM₁₀ and PM_{2.5} exceedances are from demolition dust and nitrogen dioxide exceedances are from the exhaust of construction vehicles and equipment.

Table 2: Construction Localized Significance Analysis (Unmitigated)

Activity	Onsite Emissions (pounds per day)			
	NO ₂	CO	PM ₁₀	PM _{2.5}
Demolition	11.3	6.6	25.5	5.9
Grading	25.0	12.5	6.0	2.1
Trenching	19.5	9.4	1.0	1.0
Building (year 2010)	149.2	45.6	5.0	4.6
Construction, asphalt paving (year 2011)	149.9	49.0	5.2	4.8
Construction, asphalt paving, coating	149.9	49.0	5.2	4.8
Maximum Daily Emissions	149.9	49.0	25.5	5.9
Localized Significance Threshold	131	945	7	5
Exceed Threshold?	Yes	No	Yes	Yes
<p>Note: Each of the above activities does not occur at the same time; therefore, the maximum daily emissions represent the maximum emissions that would occur in one day. Source: Air Quality and Climate Change Analysis, 2009, Appendix A.</p>				

Operational emissions of criteria pollutants are shown in Table 3. Project operational emissions include mobile emissions from project vehicle trips as well as area emissions from use of natural gas, maintenance of landscaping, and use of architectural coatings. As shown in the table, net new emissions during operations do not exceed the SCAQMD regional significance thresholds.

Table 3: Net New Operational Emissions (Unmitigated)

Source	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Mobile	24.5	14.5	126.9	0.2	27.4	5.3
Area (natural gas, landscape, architectural coatings)	1.6	2.2	3.3	0.0	<0.1	<0.1
Subtotal - Project emissions	26.1	16.7	130.2	0.2	27.4	5.3
Existing	-3.4	- 5.0	- 40.1	0.0	- 6.0	- 1.2
Net new emissions	22.7	11.7	90.1	0.2	21.4	4.1
Significance Threshold	55	55	550	150	150	55
Significant Impact?	No	No	No	No	No	No
Notes: VOC = volatile organic compounds NO _x = nitrogen oxides CO = carbon monoxide SO _x = sulfur oxides PM ₁₀ and PM _{2.5} = particulate matter <0.1 = less than 0.1 Source: Air Quality and Climate Change Analysis, 2009, Appendix A.						

A carbon monoxide (CO) hotspot is a localized concentration of CO that is above the State or national 1-hour or 8-hour CO ambient air standards. Localized high levels of CO are associated with traffic congestion and idling or slow-moving vehicles. To provide a worst-case scenario, CO concentrations are estimated at project-impacted intersections, where the concentrations would be the greatest. Intersections with the highest potential for CO hotspots were selected based on their average delay, traffic volumes (obtained from the Traffic Report [see Appendix E] prepared for this project), and proximity to sensitive receptors. This analysis follows guidelines recommended by the CO Protocol and the SCAQMD.

According to the CO Protocol, intersections with Level of Service (LOS) E or F require detailed analysis. In addition, intersections that operate under LOS D conditions in areas that experience meteorological conditions favorable to CO accumulation require a detailed analysis. The SCAQMD recommends that a local CO hotspot analysis be conducted if the intersection meets one of the following criteria: 1) the intersection is at LOS D or worse and where the project increases the volume to capacity ratio by 2 percent, or 2) the project decreases LOS at an intersection from C to D.

Using the CALINE4 model, potential CO hotspots were analyzed at the intersections listed in Table 4. These intersections were chosen because they operate at LOS D or worse. There were several inputs to the CALINE4 model (see Appendix A). One input is the traffic volumes, which is from the

project-specific Traffic Report (AFA 2009). The p.m. peak hour 2013 with approved plus cumulative plus project volumes from the traffic study were used in this analysis. Emission factors were generated using the EMFAC2007 model for the year 2013.

As shown in Table 4, the estimated 1-hour and 8-hour average CO concentrations at build-out in combination with background concentrations are below the State and national ambient air quality standards. No CO hotspots are anticipated because of traffic-generated emissions by the project in combination with other anticipated development in the area. Therefore, the mobile emissions of CO from the project are not anticipated to contribute substantially to an existing or projected air quality violation of CO.

Table 4: Carbon Monoxide Concentrations

Intersection	1 Hour Estimated CO Concentration (ppm)*	8 Hour Estimated CO Concentration (ppm)*	Significant Impact?
1. Placentia and Victoria	6.5	4.2	No
2. Newport and 19 th	7.7	5.0	No
3. Newport and Broadway	7.0	4.5	No
4. Newport and Harbor	7.4	4.8	No
5. Newport and 18 th /Rochester	7.4	4.8	No
6. Superior and 17 th	6.6	4.3	No
7. Newport and 17 th	7.3	4.7	No
* Includes background concentrations.			
** Comparison of estimated concentration with ambient air quality standards (1-hour 20 ppm, 8-hour 9 ppm)			
Source: Air Quality and Climate Change Analysis, 2009, Appendix A.			

CEQA Thresholds and Analysis

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:

- a) *Conflict with or obstruct implementation of the applicable air quality plan?*

Less than Significant With Mitigation Incorporated. The following two criteria are used to determine the level of significance for this potential impact.

Project's Contribution to Air Quality Violations

According to the SCAQMD, the Project is consistent with the AQMP if the Project will not result in an increase in the frequency or severity of existing air quality violations or

cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

As shown in (b) below, the Project could violate an air quality standard or contribute substantially to an existing or projected air quality violation because the Project's emissions during construction exceed the localized significance thresholds for nitrogen dioxide, PM₁₀, and PM_{2.5}.

If a project's emissions exceed the SCAQMD regional thresholds for NO_x, VOC, PM₁₀, or PM_{2.5}, it follows that the emissions could cumulatively contribute to an exceedance of a pollutant for which the basin is in nonattainment (ozone, PM₁₀, PM_{2.5}) at a monitoring station in the basin. An exceedance of a nonattainment pollutant at a monitoring station would not be consistent with the goals of the AQMP - to achieve attainment of pollutants. As shown in Table 1, during construction, the project would exceed the regional significance thresholds for VOC and NO_x. This means that without mitigation, project emissions of VOC and NO_x could combine with other sources and create ozone. This could result in an ozone exceedance at a nearby monitoring station. The South Coast Air Basin is in nonattainment for ozone; therefore, the project would not be consistent with the AQMP. The Project does not meet this criterion, therefore the project would result in a significant impact on the AQMP.

A CO hotspot analysis is the appropriate tool to determine if Project emissions of CO during operation of the proposed Project would exceed ambient air quality standards. The main source of air pollutant emissions during operation would be related to offsite motor vehicles traveling on the roads surrounding the Project site. The CO hotspot analysis (see Table 4) demonstrated that Project emissions of CO during operation along with emissions from other foreseeable Projects in the area would not result in an exceedance of the most stringent ambient air quality standards for CO or conflict with or obstruct implementation of an applicable air quality plan. Therefore, according to this criterion, CO emissions during operation would result in a less than significant impact.

Control Measures

The next criterion is compliance with the control measures in the 2003 and the 2007 AQMP. These control measures include the SCAQMD's Stationary and Mobile Source Control Measures; State Control Measures proposed by ARB; and Transportation Control Measures provided by Southern California Association of Governments. A further discussion of the control measures is provided in the Air Quality and Climate Change Analysis in Appendix A. Based on the evaluation in Appendix A, the Project would comply with all of the SCAQMD's applicable rules and regulations. Therefore, the Project complies with this criterion.

Level of Significance Before Mitigation

Potentially significant impact.

Mitigation Measures

The following measures will reduce emissions of VOC, NOx, PM10, and PM2.5. Specific details regarding the amount of emission reduction are provided in Appendix A.

- AQ-1** Onsite painting shall be extended to a minimum of 23 days. Additionally, the developer shall require painting contractors to use low-volatile organic compound (VOC) paints (assumes no more than 100 grams/liter of VOC) and coatings. For a list of low VOC paints, see www.aqmd.gov/prdas/brochures/paintguide.html (VOC reduction).
- AQ-2** During project construction, onsite electrical hook ups shall be provided for electric construction tools including saws, drills and compressors, to eliminate the need fuel powered electric generators. No more than one diesel or gasoline powered electric generators shall be used at any given time.
- AQ-3** During Project construction, construction equipment shall be properly maintained; maintenance shall include proper tuning and timing of engines. Equipment maintenance records and data sheets of equipment design specifications shall be kept on-site during construction (NOx reduction).
- AQ-4** During Project construction, the developer shall prohibit onsite construction equipment for idling for more than 5 minutes in any one hour (NOx reduction).
- AQ-5** Prior to Project construction, the Project proponent will provide a traffic control plan that will describe in detail safe detours around the Project construction site and provide temporary traffic control (i.e., flag person) during demolition debris transport and other construction related truck hauling activities (NOx reduction).
- AQ-6** During demolition activities, no more than 6,500 square feet of buildings shall be demolished in one day. During active demolition, the structures being demolished shall be adequately watered to minimize fugitive dust. During active demolition and debris removal, water shall be applied every four hours to the area within 100 feet of a structure being demolished, to reduce vehicle trackout. Water shall be applied to disturbed soils after demolition is complete or at the end of each day of cleanup. Demolition activities shall be prohibited when wind speeds exceed 25 miles per hour (PM₁₀ and PM_{2.5} reduction).

Level of Significance After Mitigation

Less than significant.

Short-term regional emissions associated with Project construction after implementation of the above Mitigation Measures are provided in Table 5 below. Short-term localized emissions after implementation of Mitigation Measures are provided in Table 6. As shown in Table 5 and Table 6, short-term construction emissions are expected to be less than significant after application of Mitigation Measures.

Table 5: Short-term Emissions (Mitigated)

Source	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Demolition	2.3	19.9	11.2	<0.1	5.3	1.9
Mass grading	3.5	30.4	15.6	<0.1	6.2	2.4
Trenching	2.4	19.6	10.4	<0.1	1.1	1.0
Building	3.9	41.1	19.1	<0.1	1.7	1.5
Building, paving, coating	68.0	50.0	27.4	<0.1	2.5	2.3
Maximum Daily Emissions	68.0	50.0	27.4	<0.1	6.2	2.4
Significance Threshold	75	100	550	150	150	55
Significant Impact?	No	No	No	No	No	No
<p>Note: The maximum daily emissions refer to the maximum emissions that would occur in one day; it was assumed that the grading activities do not occur at the same time as the other construction activities; therefore, their emissions are not summed. Demolition emissions also include a 50 percent reduction attributed to watering during demolition activities. VOC = volatile organic compounds NO_x = nitrogen oxides CO = carbon monoxide SO_x = sulfur oxides PM₁₀ and PM_{2.5} = particulate matter <0.1 = less than 0.1 Source: Air Quality and Climate Change Analysis, 2009, Appendix A.</p>						

Table 6: Localized Significance Analysis (Mitigated)

Activity	Onsite Emissions (pounds per day)			
	NO ₂	CO	PM ₁₀	PM _{2.5}
Demolition	11.3	6.6	4.9	1.6
Grading	25.0	12.5	6.0	2.1
Trenching	19.5	9.4	1.0	1.0
Building	40.1	14.1	1.6	1.4
Asphalt, building, coating	48.5	20.1	2.4	2.2
Maximum Daily Emissions	48.5	20.1	6.0	2.2
Localized Significance Threshold	131	945	7	5

Exceed Threshold?	No	No	No	No
<p>Note: Each of the above activities does not occur at the same time; therefore, the maximum daily emissions represent the maximum emissions that would occur in one day. Demolition emissions also include a 50 percent reduction attributed to watering during demolition activities. Source: Air Quality and Climate Change Analysis, 2009, Appendix A.</p>				

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Less than Significant With Mitigation Incorporated. Two criteria are used to assess the significance of this impact: (1) the localized construction analysis and (2) the CO hotspot analysis.

The Localized Significance Thresholds (LSTs) are specific to each source receptor area. If the Project results in emissions that do not exceed the LSTs, it follows that those emissions would not cause or contribute to a local exceedance of the applicable ambient air quality standards. The localized construction analysis contained in the Air Quality and Climate Change Analysis (also see Table 2 contained herein) demonstrates that without mitigation, the Project would not exceed the LSTs for CO. However, concentrations of nitrogen dioxide, PM₁₀, and PM_{2.5} would exceed the LSTs. Therefore, according to this criterion, the air pollutant emissions during construction would result in a significant impact and could exceed the ambient air quality standards for nitrogen dioxide, PM₁₀, and PM_{2.5}. During operation, onsite emissions would not violate any air quality standard or contribute substantially to an existing or projected air quality violation because onsite emissions are anticipated to be negligible.

Table 4 includes a CO hotspot analysis, which is the appropriate tool to determine if Project emissions of CO during operation would exceed ambient air quality standards. The main source of air pollutant emissions during operation are from offsite motor vehicles traveling on the roads surrounding the Project site. The CO hotspot analysis (see Table 4) demonstrated that Project emissions of CO during operation along with emissions from other projects in the area (i.e., see Appendix G for the list of cumulative projects) would not result in an exceedance of the most stringent ambient air quality standards for CO. Therefore, according to this criterion, air pollutant emissions during operation would result in a less than significant impact.

Level of Significance Before Mitigation

Potentially significant impact.

Mitigation Measures

Mitigation measures AQ-1 through AQ-6 are required.

Level of Significance After Mitigation

Less than significant.

- c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?*

Less than Significant With Mitigation Incorporated. In accordance with CEQA Guidelines 15130(b), this analysis of cumulative impacts incorporates a summary of projections. The Project must meet the following criteria to result in a less than significant cumulative impact:

1. Regional analysis: emissions of nonattainment pollutants below the regional significance thresholds
2. Plan approach: Project consistency with current air quality plans
3. Cumulative health impacts: less than significant cumulative health effects of the nonattainment pollutants

Criterion 1: Regional Analysis

If an area is in nonattainment for a criteria pollutant, then the background concentration of that pollutant has historically been over the ambient air quality standard. It follows that if a project exceeds the regional threshold for that nonattainment pollutant, then it would result in a cumulatively considerable net increase of that pollutant and result in a significant cumulative impact.

The South Coast Air Basin is in nonattainment for PM₁₀, PM_{2.5}, and ozone. Therefore, if the Project exceeds the regional thresholds for PM₁₀, or PM_{2.5}, then it contributes to a cumulatively considerable impact for those pollutants. Additionally, if the Project exceeds the regional threshold for NO_x or VOC, then it follows that the project would contribute to a cumulatively considerable impact for ozone.

The regional significance analysis of construction emissions demonstrated that without mitigation, emissions of VOC and NO_x would be over the SCAQMD regional significance thresholds. VOC and NO_x are ozone precursor pollutants. Therefore, according to this criterion, the Project results in a significant cumulative impact.

Criterion 2: Plan Approach

The geographic scope for cumulative criteria pollution from air quality impacts is the South Coast Air Basin because it is the area where the sources that generate the air pollutants are located, and the area where the pollutants circulate and are often trapped. The SCAQMD is required to prepare and maintain an AQMP and a State Implementation Plan to document the strategies and measures to be undertaken to reach attainment of ambient air quality standards. While the SCAQMD does not have direct authority over land use decisions, it is recognized that changes in land use and circulation planning are necessary to maintain clean air. The SCAQMD evaluated the entire Basin when it developed the AQMP.

The Project is not consistent with the most recent AQMP without mitigation. Therefore, the Project presents a significant impact according to this criterion.

Criterion 3: Cumulative Health Impacts

The Basin is in nonattainment for ozone, PM₁₀, and PM_{2.5}, which means that the background levels of those pollutants are at times higher than the ambient air quality standards. The air quality standards were set to protect public health, including the health of sensitive individuals (such as the elderly, children, and the sick). Therefore, when the concentration of those pollutants exceeds the standard, it is likely that some sensitive individuals in the population will experience health effects. However, the health effects are a factor of the dose-response curve. Concentration of the pollutant in the air (dose), the length of time exposed, and the response of the individual are factors involved in the severity and nature of health impacts. Because the severity and nature of health impacts would be individualized, any significant health impacts that may arise due to Project emissions would not be expected to cause 100 percent of the exposed population to experience health effects; but rather a certain percentage of the sensitive individuals would experience health effects.

The regional analysis of construction emissions indicates that without mitigation, the Project would exceed the SCAQMD regional significance thresholds for VOC and NO_x (ozone precursors). Because ozone is a secondary pollutant (it is not emitted directly but formed by chemical reactions in the air), it can be formed miles downwind of the Project site. Project emissions of VOC and NO_x may contribute to the background concentration of ozone and cumulatively cause health effects. Health impacts may or may not include the following: (a) pulmonary function decrements and localized lung edema in humans and animals; (b) risk to public health implied by alterations in pulmonary morphology and host defense in animals; (c) increased mortality risk; and/or (d) risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically

exposed humans. Short-term exposure can result in breathing pattern changes, reduction of breathing capacity, increased susceptibility to infections, inflammation of the lung tissue, and some immunological changes. Children who live in high ozone communities and who participate in multiple sports have been observed to have a higher asthma risk. This is considered a significant cumulative health impact associated with ground-level ozone concentrations.

Level of Significance Before Mitigation

Potentially significant impact.

Mitigation Measures

Mitigation Measures AQ-1 through AQ-5 are required.

Level of Significance After Mitigation

Less than significant.

d) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant with Mitigation Incorporated. Implementation of the Project will result in exposing sensitive receptors to pollutant concentrations during construction and operational activities.

Construction

The localized construction analysis uses thresholds that represent the maximum emissions for a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard. The thresholds are developed based on the ambient concentrations of that pollutant for each source receptor area and on the location of the sensitive receptors. If the project results in emissions under those thresholds, then the project would not cause or contribute to an exceedance of the standard. If the standards are not exceeded at the sensitive receptor locations, then the receptors would not be exposed to substantial pollutant concentrations.

The construction localized significance analysis demonstrated that the Project would not exceed the localized thresholds for CO. Therefore, during construction, the Project would not expose sensitive receptors to substantial pollutant concentrations of CO. However, the localized significance analysis demonstrated that without mitigation, emissions of nitrogen dioxide, PM_{2.5}, and PM₁₀ could exceed the localized significance thresholds and thereby expose nearby sensitive receptors to substantial concentrations of those pollutants. Health effects from PM_{2.5} and PM₁₀ can include the following: (a) Exacerbation of symptoms in sensitive patients with respiratory or cardiovascular disease; (b) Declines in pulmonary function growth in children; and/or (c) Increased risk

of premature death from heart or lung diseases in the elderly. Daily fluctuations in PM_{2.5} levels have been related to hospital admissions for acute respiratory conditions, school absences, and increased medication use in children and adults with asthma.

Health effects of nitrogen dioxide may include: (a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups and/or (b) risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes.

The construction equipment would emit diesel particulate matter, which is a carcinogen. However, the diesel particulate matter emissions are short-term in nature. Determination of risk from diesel particulate matter is considered over a 70-year exposure time. Therefore, considering the dispersion of the emissions and the short time frame, exposure to diesel particulate matter is anticipated to be less than significant.

Construction activities will also result in the demolition of structures that are expected to have asbestos and lead paint. Removal of these materials are addressed in Section 2.7, Hazards and Hazardous Materials, in this MND.

Operation

A CO hotspot analysis is the appropriate tool to determine if project emissions of CO during operation would exceed ambient air quality standards. The main source of air pollutant emissions during operation are from offsite motor vehicles traveling on the roads surrounding the project. The CO hotspot analysis demonstrated that emissions of CO during operation would not result in an exceedance of the most stringent ambient air quality standards for CO. Therefore, according to this criterion, air pollutant emissions during operation would result in a less than significant impact.

Other pollutants such as PM₁₀ and PM_{2.5} would not be at a level to expose sensitive receptors to substantial pollutant concentrations. During operation, road dust is a major contributor to particulate matter, which would be distributed over miles of roadway. This would be a less than significant impact.

The indoor air pollutants that may be associated with operation of the Project include VOCs from new carpets and fresh paints, mold spores, and/or radon. The air pollutants that are controlled by the construction of the Project include VOCs from carpets, paints, and radon.

VOCs from new carpets and new paint are temporary impacts that can be reduced by proper ventilation after installation. The health impact from these sources is considered significant.

Indoor radon tests in the Project area have a low to moderate potential for radon. Commercial structures have a much lower ability to suction radon indoors because they are much larger, which reduces the pressure differential between indoors and outdoors. The Project would employ HVAC systems (as required by the State Architect) that would circulate air through the structure during operational hours. The system would be sufficient to disperse indoor radon concentrations, which would minimize the risk to human health.

The proposed Project is not considered a sensitive land use because it would likely not attract children, the elderly, or the sick. A potential source of toxic air pollutants on the Project site is diesel particulate matter from the delivery of food by heavy-duty trucks. The site plan indicates that there is a food service loading area near the northern property line of the Project site. Project design features (i.e., locating the loading area away from classroom entrances, designing the site plan to allow trucks to travel to the loading area without traveling adjacent to the proposed classrooms, electrical hookups transportation refrigeration units can plug into, and signs that prohibit idling) would reduce emission concentrations in areas of the Project site with students. Potential exposure of the students and the nearby residences from project emissions of toxic air contaminants would be less than significant.

Level of Significance Before Mitigation

Potentially significant.

Mitigation Measures

Mitigation measures AQ-1 through AQ-6 are required.

Level of Significance After Mitigation

Less than significant.

e) *Create objectionable odors affecting a substantial number of people?*

Less than Significant Impact. Land uses typically considered associated with odors include wastewater treatment facilities, waste-disposal facilities, or agricultural operations. The Project does not contain land uses typically associated with emitting objectionable odors. Diesel exhaust and VOCs will be emitted during construction of the Project, which are objectionable to some; however, emissions will disperse rapidly from the Project site and, therefore, should not reach a level to induce a negative response.

Level of Significance Before Mitigation

Less than significant.

4. Biological Resources

The following analysis is based on observations made during a site reconnaissance visit by a qualified biologist in June 2009.

Would the Project:

- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. The project site is approximately 3.5-acres and currently contains several structures on site associated with existing commercial land uses. The habitat onsite consists of heavily disturbed, ruderal (weedy) fields among stands of abandoned ornamental trees and shrubs. The habitat west of the project site is ruderal open field and is separated from the project site by a chain-linked fence. No suitable habitat for any candidate, sensitive, or special status species occurs within the project site and no such species is expected to occur. Implementation of the proposed project would not result in impacts to any species listed as a candidate, sensitive, or special status species in any local, regional, State, or federal plans, policies or regulations.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

No Impact. The project site is relatively flat and contains no prominent drainage features or associated vegetation. Furthermore, there are no prominent drainage features that lead from the project site to the undeveloped land west of the project site. No riparian habitat occurs within the project area. Additionally, the site is heavily disturbed from current and past use. No native plant communities are present on the Project site. Therefore, implementation of the project would not result in any impacts to riparian or other sensitive habitats.

- c) *Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. No wetlands or prominent drainage features exist within the project site. No impacts are anticipated.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?*

Less than Significant with Mitigation Incorporated. The Project site is located in a highly urbanized area and bordered on three sides by fully developed properties. Additionally, the site does not contain any native vegetation communities suitable for use by native wildlife species. Some common migratory bird species may use the tree and shrub vegetation located on the Project site for nesting activities. Therefore, development of the proposed project could potentially interfere with nesting birds, and therefore result in a potentially significant impact. Compliance with mitigation measure BR-1 would ensure that the proposed Project would not interfere with the movement of any native or migratory species or wildlife nursery site impacts would reduced to less than significant.

Mitigation Measures

BR-1 Project construction (including vegetation removal) will be initiated outside of the avian nesting season, which is February 15 through August 31. If the avian nesting season cannot be avoided, a pre-construction nesting survey shall be conducted by a qualified biologist. If any birds are found to be nesting on or in the vicinity of the project site, construction shall continue at the discretion of a qualified biologist.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less Than Significant With Mitigation Incorporated. The project site contains scattered ornamental trees and shrubs, which do not constitute a sensitive habitat or native vegetation community. The site is not within the jurisdiction of any local coastal plan, and the City of Newport Beach does not have any local policies protecting the biological resources present onsite, with the exception of City Council Policy G-1, protecting trees within the public right of way. The proposed Project would remove all vegetation on the site, including any trees that may occur within the City's right of way. Based on information provided by City staff, there are four street trees required within the right-of-way of Monrovia Avenue adjacent to the project site. The implementation of the propose Project could result in an inconsistency with City Council Policy G-1. Therefore, a potential significant impact could occur. Implementation of the following mitigation measure is required.

BR-2 Prior to occupancy, the District shall install street trees in compliance with City Council Policy G-1.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

No Impact. The Project site is currently a developed 3.5-acre lot bordered on three sides by fully developed properties. The Project site is located in an area designated for development and is not within any identified natural community conservation plan or habitat conservation plan. Therefore, no impacts would result.

5. Cultural Resources

Would the Project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

Less Than Significant Impact with Mitigation Incorporated. The Project site was previously disturbed but contains both extant and demolished buildings and other improvements in the existing condition. One standing structure, the residential building located in the eastern portion of the site, is more than 45 years old. The demolition of the house would represent a potentially significant impact to a historical resource. The implementation of Mitigation Measure CR-1 would reduce the impact to less than significant.

CR-1 Prior to demolition activities, any on-site structure built during or prior to 1964 shall be recorded onto DPR 523 Form(s) and evaluated for significance by a qualified architectural historian. The resultant DPR 523 Form(s) should be submitted to the SCCIC for the assignment of a permanent identification number. The architectural historian evaluation should include determining whether the resource is eligible for inclusion in any federal, State or local registers of significant cultural resources. The results of this evaluation will determine the need or lack thereof for additional mitigative efforts prior to project implementation. In addition, the onsite structure built during or prior to 1964 shall be offered for relocation by any interested parties consistent with General Plan Policy HR1.7.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less Than Significant Impact with Mitigation Incorporated. A cultural resources survey of the property was conducted both through a records search at the South Central Coast Information Center at California State University Fullerton and by a field visit by a qualified archaeologist. A previous survey of the property in 1975 was conducted with negative results. This assessment is corroborated by the 2009 reconnaissance survey. No surface archaeological resources are present on the Project site. However, there are archaeological resources that have been identified within the 1.0 mile records search radius and the potential exists for there to be undiscovered buried archaeological resources located on the site. Therefore, there is a potential for significant impacts to archaeological resources to occur during ground disturbing activities. Mitigation measure CR-2 requiring archaeological monitoring would reduce the impact to less than significant.

CR-2 A qualified archaeologist and District-approved Native American representative shall be retained to observe grading activities. The qualified archaeologist shall conduct salvage excavation of archaeological resources as necessary. The archaeologist and Native American representative shall be present at the pre-grading conference. The archaeologist shall establish procedures for archaeological resources surveillance, and shall establish, in cooperation with the City, procedures for temporarily halting or redirecting work to permit the sampling, identification and evaluation of the fossils as appropriate. Full-time monitoring shall occur until the project archaeologist determines that the overall sensitivity of the project area has been reduced from moderate to low. Should the monitor determine that there are no cultural resources within the impacted areas, or should the sensitivity be reduced to low during monitoring, all monitoring should cease. If archaeological resources are discovered, the archaeologist shall report such findings to the District. If the archaeological resources are found to be significant, the archaeological observer shall determine appropriate actions, in cooperation with the District, for exploration and/or salvage. These actions, as well as final mitigation and disposition of the resources, shall be subject to the approval of the District.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less Than Significant Impact with Mitigation Incorporated. A paleontological records search was conducted by Samuel A McLeod, Ph.D. of the Natural history Museum of Los Angeles County. There are no significant fossil localities that lie directly within the proposed Project site boundaries, but there are nearby localities from the same sedimentary deposits that occur in the Project site. There is a potential for vertebrate

fossils at shallow depths associated with marine Quaternary terrace deposits. There are exposed marine Pleistocene San Pedro Formation deposits nearby as well. Accordingly, there is a potential for significant impacts to unique paleontological resources during ground disturbing activities. Mitigation Measure PR-1 requiring paleontologic monitoring would allow for the identification of any significant resources. Additionally, application of Mitigation Measures PR-2 through PR-4 would obtain all necessary scientific information and reduce the impacts to less than significant.

- PR-1** During ground disturbing activities, paleontologic monitoring of excavation in areas identified as likely to contain paleontologic resources shall be conducted by a qualified paleontologic monitor. Based upon this review, areas of concern include undisturbed older Quaternary deposits. Paleontologic monitors should be equipped to salvage fossils as they are unearthed, to avoid construction delays, and to remove samples of sediments likely to contain the remains of small fossil invertebrates and vertebrates. Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced or eliminated if the potentially fossiliferous units described herein are determined upon exposure and examination by qualified paleontologic personnel to have low potential to contain fossil resources, or if the parameters of the proposed project will not impact potentially fossiliferous units. This decision is at the discretion of the qualified paleontologic monitor.
- PR-2** In the case that the monitoring program results in a positive finding, the preparation of recovered specimens shall be conducted to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates. Preparation and stabilization of all recovered fossils are essential in order to fully mitigate adverse impacts to the resources.
- PR-3** In the case that the monitoring program results in a positive finding, identification and curation of specimens into an established, accredited museum repository with permanent retrievable paleontologic storage shall be implemented. These procedures are also essential steps in effective paleontologic mitigation and CEQA compliance. The paleontologist shall have a written repository agreement in hand prior to the initiation of mitigation activities. Mitigation of adverse impacts to significant paleontologic resources is not complete until such curation into an established museum repository has been fully completed and documented.
- PR-4** In the case that the monitoring program results in a positive finding, the project paleontologist shall prepare a report of findings with an appended

itemized inventory of specimens. The report and inventory, when submitted to the appropriate Lead Agency along with confirmation of the curation of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts to paleontologic resources.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. No known human burial sites are located on or in the surrounding areas of the Project site. In the unlikely event that human remains are encountered during the Project grading or other construction activities, the proper authorities would be notified, and standard procedures for the respectful handling of human remains in compliance with State Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98 would be implemented. If any remains are discovered and determined to be prehistoric, the coroner is required to notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With permission of the landowner, the descendant would be allowed to inspect the site of the discovery. The descendant would be required to complete the inspection within 24 hours of notification of the NAHC, and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

With compliance with standard procedures, and all applicable federal, State, and local regulations regarding the respectful handling of human remains, impacts from the proposed Project would be less than significant.

6. Geology and Soils

Regional Geologic Setting

The proposed Project site is located within the Orange County Coastal Plain, one of the coastal alluvial basins of the Los Angeles Sedimentary Basin. The Orange County Coastal Plain is bounded to the north by the Puente Hills, to the east by the Santa Ana Mountains, to the west by the San Gabriel River, and to the southwest by the San Joaquin Hills and the Pacific Ocean. The central portion of the coastal plain forms the broad alluvial floodplain of the Santa Ana River, which originates in the San Bernardino Mountains. The river flows approximately 80 miles (130 km) from the San Bernardino Mountains to its point of discharge into the Pacific Ocean approximately 1 mile east of the site.

The faulting and seismicity of Southern California is dominated by the San Andreas Fault System. The zone separates two of the major tectonic plates that comprise the earth's crust. The San Andreas Fault System generally trends northwest-southeast; however, north of the Transverse Ranges

Province, the fault trends more in an east/west direction, causing a north/south compression between the two plates.

The City of Newport Beach is located in the northern part of the Peninsular Ranges Province geologic area, an area that is exposed to risk from multiple earthquake fault zones. The highest risk originates from the Newport-Inglewood fault zone, the Whittier fault zone, the San Joaquin Hills fault zone, and the Elysian Park fault zone, each with the potential to cause moderate to large earthquakes that would cause ground shaking in Newport Beach.

Site Geology

The northwestern portion of the City of Newport Beach, where the proposed Project is located, is on a broad mesa (commonly referred to as the Newport Mesa) that extends southeastward to join the San Joaquin Hills. The Newport Mesa consists of consolidated alluvial sediments which have been uplifted. These alluvium sediments consist of fine to coarse sand, with fine silty sands, clayey silt, and silty clay. The alluvial sediments are underlain by older terrace and alluvial deposits. The bedrock formation consists of complex crystalline metamorphic and igneous rocks.

Seismic Hazards

Seismic hazards are those hazards associated with earthquakes such as ground shaking, ground rupture, liquefaction, differential compaction or seismic settlement, and other phenomena. Like most sites in southern California, the site is most susceptible to ground shaking generated during earthquakes on nearby faults, particularly the Newport-Inglewood Fault which occurs approximately one mile south of the Project site. The intensity of ground shaking, or strong ground motion, is highly dependent upon the distance between the causative fault to the site, the magnitude of the earthquake, and the underlying soil conditions.

This section relies on information contained in the City of Newport Beach General Plan Update EIR, which is incorporated by reference. Would the Project:

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:*
 - i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*

Less Than Significant Impact. Fault rupture occurs when an active fault displaces in two separate directions during an earthquake, but even the slow movement known as "fault creep" can cause displacement that results in offset or disfiguring of curbs, streets, and buildings. The nearest potentially active fault is the Newport-Inglewood Fault located near the coast, which occurs approximately one mile south of the

Project site. No faults are known to occur on or within the immediate vicinity of the Project site. Therefore, impacts would be less than significant.

ii) *Strong seismic ground shaking?*

Less Than Significant Impact. As with all areas of Southern California, the proposed Project would be subject to strong ground shaking associated with seismic activity, especially given that the Project site is located near several significant faults that have the potential to cause moderate to large earthquakes. The Newport Beach area is considered to have a ten percent chance of experiencing ground acceleration greater than 43 to 52 percent of the force of gravity in 50 years. These levels of shaking can be expected to cause damage particularly to older and poorly constructed buildings. However, as with all structures in the area and within other areas, the proposed Project would be required to conform to the seismic design parameters of the California Building Code (CBC). Compliance with the seismic design parameters as outlined in the most recent CBC would ensure that impacts are less than significant.

iii) *Seismic-related ground failure, including liquefaction?*

Less Than Significant. Liquefaction describes the behavior of soils that, when loaded, suddenly suffer a transition from a solid state to a liquefied state, or having the consistency of a heavy liquid. Liquefaction can occur during vibratory conditions such as those induced by seismic event, under saturated conditions in soils, such as sand, in which the strength is purely frictional. A low relative density and loose consistency of the granular materials, shallow groundwater table, long duration and high acceleration of seismic shaking are some of the factors that can cause liquefaction. Presence of predominately cohesive or fine-grained materials and/or absence of saturated conditions can preclude liquefaction. Liquefaction hazards are usually manifested in the form of buoyancy forces expected on structures during liquefaction, increase in lateral earth pressures due to liquefaction, horizontal and vertical movements of structures resulting from lateral spreading, and post-earthquake settlement of the liquefied materials.

As indicated in the City's General Plan Update EIR, Geology, Soils, and Mineral Resources section, the Project site is located in an area with low to no potential for liquefaction due to the lack of liquefiable soils. Prior to the implementation of the proposed Project, the project applicant will be required to prepare a geotechnical report for the proposed buildings, which would fully identify any site-specific risk for liquefaction and would identify any specific construction design recommendations in

accordance with the CBC. Accordingly, impacts associated with this issue would be less than significant.

iv) Landslides?

No Impact. Slope failures are common during strong seismic shaking in areas of significant topographical relief. However, the Project site is located in a relatively flat area and no significant slopes are proposed. Additionally, the Project site is identified in the City's General Plan Update EIR, Geology, Soils, and Mineral Resources section as being outside the areas within the City that are at risk for landslides. Therefore, no impacts associated with this issue are expected to occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. The site is currently a mostly developed 3.5-acre site comprised of 3 separate parcels of land with several commercial structures. Portions of the Project site occur as an open/vacant field in the existing condition. Development of the Project site to accommodate the proposed use would involve the installation of impervious surfaces on the site that would reduce soil erosion at the Project site compared to the existing condition. As all storm water flows would be directed to the existing municipal storm drain system, the Project would not result in substantial soil erosion or the loss of topsoil. Therefore, impacts related to erosion would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less Than Significant Impact. The Project site is relatively flat and no substantial slopes are proposed. No existing landslides are known to be present on or adjacent to the property. The potential for lateral spreading and liquefaction are considered to be low, and compliance with City and CBC construction standards would ensure that significant impacts related to this issue would be avoided and would therefore be less than significant. Additionally, due to the topography of the Project area (relatively flat with average slopes less than 5%), the potential for subsidence or collapse is considered low. Therefore, associated impacts are considered less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less Than Significant Impact. Expansive soils expand or contract with changes in the moisture content. Some of the geologic units in the City, including both surficial soils

and bedrock, have fine-grained components that are moderate to highly expansive. As required for all new school facilities, an evaluation of onsite soils will be required as part of building permit review in order to determine compliance with the CBC, and measures to reduce the potential impact of expansive soil impacts to less than significant.

As discussed above, prior to the implementation of the proposed Project, the applicant will be required to prepare a geotechnical report. The Project-specific geotechnical report will identify onsite soils and evaluate such soils for expansiveness. The final design of the proposed Project building would be based on the results of the geotechnical report, thereby ensuring any impacts associated with this issue would be less than significant.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

No Impact. The proposed Project will convey wastewater generated onsite to the existing municipal wastewater system. Septic tanks or other alternative wastewater disposal systems will not be employed at the Project site. Therefore, no impacts to soils due to the use of septic systems are anticipated.

7. Hazards and Hazardous Materials

Assessment

Past and Present Site Use

The following is a summary of information contained in the Phase I Environmental Site Assessment located in Appendix C of this IS/MND.

The Project site is currently developed with several commercial buildings, a vacant home, and the remnants of a burned down residence. However, historically the site has been used for agriculture, livestock grazing, and was generally undeveloped open space. A review of aerial photographs of the Project site indicates that initial signs of development at the Site are evident in 1927 where a small structure is visible at the westernmost end of a small dirt road which intersects Monrovia Avenue. By 1948, several additional small structures have been added to the site, including the abandoned home and the former residence that has burned down. In addition to the structures, the 1948 photograph indicates that some additional paths, vegetation, and dirt roads occurred on the project site.

Considerable development is evident between 1947 and 1968, when paved roads and multiple structures and commercial/industrial facilities appear to have been added throughout the area and expansion of the oil field development in the area to the west of the Project site is visible. By 1968,

the small structures located in the southern area of the site appear to have been removed. Additionally, the northern portion of the Project site appears to have two structures on it.

By 1977, further development in the Project vicinity is evident, including a moderately large residential development at the southern terminus of Monrovia Avenue and a building located in the northern portion of the Project site are visible. A boat yard is also visible in the western portion of the Project site. By 1990, the commercial building that occurs at the northeastern portion of the property appears to have been constructed into its current configuration and the building that currently occurs in the southwestern portion of the site is now visible. By 2002, a small building in the southern portion of the site was constructed. From 2002 through 2005, the Site appears to have remained relatively unchanged. The boat yard located in the western portion of the site since approximately 1977 was reportedly abandoned sometime in 2006.

Previous documentation prepared for a portion of the Project site indicated that minor localized soil staining was observed at a few small areas of the site in 2002, likely from minor spillage or dumping of waste oils associated with boat maintenance and repair from the abandoned boat yard. Subsequent soil sampling identified arsenic in each of the samples analyzed, with reported concentrations ranging between 7.2 mg/kg and 9.3 mg/kg. These arsenic concentrations exceed both the arsenic Regional Screening Level and arsenic California Human Health Screening Level for residential and industrial soil. However, these concentrations of arsenic are within typical background soil values for Southern California.

Documentation prepared in 2006 for the Project site identified that evidence indicating the use of limited quantities of radioactive isotopes occurred at the Bioamerica facility, located in the northern portion of the Project site. At that time, the company was reportedly in the process of decommissioning its processes that involved radioactive isotopes. Remaining radioactive isotopes at the Project site were reportedly being consolidated for eventual disposal. Radioactive isotopes decommissioning was reportedly being performed in accordance with a plan submitted to the State Health Department. On 25 August, 2007, Bioamerica received a Radioactive Materials License Termination notice from the California Department of Public Health (CDPH).

A review of regulatory agency records for the Project site indicated that the Project site was identified three times for facilities located at 1517, 1531, and 1533 Monrovia Avenue in regards to the documented disposal of oil-containing wastes, aqueous solutions, and laboratory waste chemicals respectively. No violations or indications of a release were noted in these database listings.

In the vicinity of the Project site, 40 facilities were identified in the database search. Each listing was reviewed to evaluate its potential to impact the Project site. Of these listings, approximately 18 facilities were estimated to be located within 1/4 mile of the property boundary of the Project site.

The majority of the facilities identified in the databases were listed due to their status as active or inactive handlers and/or generators of hazardous waste or having registered underground storage tanks (USTs), but were listed as having no violations or releases.

In addition to the 40 off-site properties identified, an additional 71 off-site properties were identified as potentially being in the Project vicinity, but were not mapped due to poor or inadequate address information. The majority of these facilities identified in the databases were listed due to their status as active or inactive drycleaners, handlers and/or generators of hazardous waste, or having registered USTs, but were listed as having no violations or releases. The remaining facilities were determined to be outside the immediate vicinity of the Project site (adjacent or on roads adjacent to the property).

In summary, none of the off-site facilities identified in the database search are considered to have a significant potential to impact the Project site.

Site Reconnaissance

A site reconnaissance and interviews were pursuant to the Phase I Environmental Site Assessment in order to assess present site conditions and to identify and evaluate evidence of potential recognized environmental conditions (RECs) at the Project site. The reconnaissance and interviews determined that Bioamerica uses and stores a variety of hazardous substances required for the development, manufacturing, and distribution of their medical diagnostic products. During the site reconnaissance, Geosyntec observed the storage and use of numerous laboratory-grade chemicals for research, development, product testing, and manufacturing in Bioamerica's laboratories and occupied units. These included numerous individual small quantity containers of dry solid chemicals, liquid chemicals, and compressed gasses. Dry solid chemicals (e.g., salts) were observed to be stored in small quantities (e.g., up to 2.5 kg). Examples include: potassium chloride, sodium azide, sodium citrate, potassium phosphate, sodium hydroxide, cupric sulfate, potassium carbonate, etc. These chemicals were observed primarily in Bioamerica's laboratory areas, although some storage of dry chemicals was also observed in other units in designated storage areas.

Liquid chemicals were also observed in Bioamerica laboratories and designated storage areas, typically in small quantities (< 10 gallons). Examples include: cleaners such as isopropyl alcohols (in up to 20 liter containers); acids, such as sulfuric acid (in up to 2.5 liter containers); N,N-dimethyl-formamide (in up to 4 liter containers); methanol (in up to 1 liter containers); dichlorotrifluoroethane (in up to 10 gallon containers); oils (in up to 5 gallon containers); glycerin (in up to 4 liter containers); bleaches, pH buffer solutions, etc. Similar to the dry chemicals, liquid chemicals were observed primarily in Bioamerica's laboratory areas, although some storage of liquid chemicals was also observed in other units in designated storage areas.

Nitrogen gas pressurized cylinders were observed in Bioamerica's laboratories. No evidence of leaks or spills related to chemicals was observed during the Site reconnaissance. Chemicals were observed to be stored in areas not immediately adjacent to plumbing drains.

Bioamerica also utilizes and operates several laboratory-sensitive machines, including: incubators, mass spectrometers, freeze dryers, drying ovens, refrigerators, centrifuges, and assorted other laboratory equipment.

Other tenants were observed storing chemicals during the site reconnaissance. Coast Marine, is reportedly permitted through the EPA for the recovery of refrigerant. Numerous containers of refrigerant, two 5-gallon containers of hydraulic fluid, up to seven 5-gallon diesel fuel totes, up to three 5-gallon containers of hydraulic oil, and a small amount (1 gallon) of acetone were observed. No evidence of leaks or spills related to chemicals was observed during the site reconnaissance. Helium, oxygen, and acetylene pressurized gas cylinders were also observed at Coast Marine.

A burned down single-family residence exists on the eastern portion of the site along Monrovia Avenue. Burned debris was observed on the ground in the area where the structure formerly stood.

For the building associated with the southern portion of the Project site, the following was observed as being stored and/or used:

- Gasoline - one partially-full 55-gallon drum inside Building E; up to six 5 gallon containers and up to two 5-gallon containers inside Building E;
- Aerosol cans, car oils, lubricating oils, refrigerant oils, machine/synthetic oils, paints, etc. - numerous less than 5-gallon containers; stored at multiple indoor locations;
- Outdoor storage - one empty 30-gallon drum (unlabeled), two partially-full 5 gallon gasoline containers were found uncovered.

Interior observations from these buildings identified the storage of approximately 40 motorbikes. Some minor leaks and spills of gasoline were noted underneath some of the motorbikes.

One exterior pad-mounted transformer was observed at the eastern front of the property facing Monrovia Avenue, adjacent to the building in the northeastern portion of the site. An electrical room was observed on the first floor of this building, underneath the northeast corner of the 2nd floor (access was not possible at the time of the site reconnaissance). The transformer and exterior of the electrical room appeared to be in good operating condition, and no staining or readily visible signs of leaks were observed near either unit. It is not certain whether the insulating fluid within the transformer contains polychlorinated biphenyls (PCBs).

Would the Project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less Than Significant Impact. The proposed Project consists of the demolition of existing uses on the project site and the construction and operation of a learning facility.

Prior to demolition activities, the current hazardous waste handlers on the Project site and/or current property owners would relocate or dispose of all existing hazardous materials on the Project site in accordance with local, State, and federal regulations.

The operation of the learning center would not involve the routine transport, use, or disposal of hazardous materials, other than relatively small quantities of materials associated with cleaning, maintenance and landscaping for the facility. The relatively small quantities and low concentrations of these materials would not create a significant public hazard. Therefore, impacts are anticipated to be less than significant.

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less Than Significant Impact. As identified above, several of the existing and past uses on the Project site involve the use of hazardous materials. All of the existing hazardous materials that occur on the Project site would be removed by the hazardous materials handlers and/or current property owners prior to the commencement of the proposed Project. As such, no transport of large quantities of hazardous materials associated with the current uses on the site would occur.

The demolition and removal of construction materials associated with existing improvements on the site, including buildings, would result in the disposal of debris from buildings that were associated with previous hazardous materials use and storage. In addition, there is a potential for the existing onsite structures to contain asbestos and lead-based paint due to their age. Furthermore, the Project involves the removal of debris associated with a burned residence. The removal of these materials would involve the transport of hazardous materials to approved disposal facilities. However, because the demolition contractor would be required to comply with local, State, and federal regulations associated with the disposal of these materials, impacts associated with potential onsite hazardous materials would be less than significant.

Previous operations on the site associated with the Bioamerica laboratory included the use of limited quantities/concentrations of radioactive materials in accordance with a Radioactive Material License regulated by the State of California Department of Health Services. However, based on a conversation between the District and Regina Jones of the California Department of Health Services, Radiologic Health Branch on July 13, 2009, the successful termination of the Radioactive Material License for Bioamerica was completed as of August 25, 2007. Furthermore, it was determined that Bioamerica completed all regulatory steps and met the State's requirements related to radioactive decommissioning. Ms. Jones also indicated that the receipt of the license termination as

indicates that the property is released for unrestricted use. Documentation related to the termination of the Radioactive Material License is provided in Appendix C.

During the operation of the learning center facility, the proposed Project would not employ the use of hazardous materials during its long-term operation in sufficient quantity and concentrations to pose a significant hazard to the public or the environment. Therefore, impacts related to reasonably foreseeable upset and accident conditions involving the release of hazardous materials would be less than significant.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Less than Significant Impact. Carden Hall Elementary and Junior High School is located to the north of the proposed Project site, within one quarter mile. Prior to the commencement of the Project, current hazardous waste handlers on the Project site and/or current property owners would relocate or dispose of all existing hazardous materials on the Project site in accordance with local, State, and federal regulations. Although some hazardous materials may be encountered during demolition activities (i.e., asbestos and lead-paint), as discussed above, these materials would be removed in accordance with local, State, and federal regulations. Hazardous materials commonly associated with construction activities would be used in limited quantities and concentration during construction, including but not limited to petroleum based fuels, paint and solvents. However, as stated above, compliance with local, State, and federal regulations during demolition and construction would ensure that impacts associated with nearby schools would be less than significant.

Previous operations at the Bioamerica laboratory on the Project site involved the use of limited quantities/concentrations of radioactive materials in accordance with a Radioactive Material License regulated by the State of California Department of Health Services. However, as discussed above in the discussion for Impact 7(b), the successful termination of the Radioactive Material License for Bioamerica was completed on August 25, 2007, which indicates that Bioamerica completed all regulatory steps and that the facility was released for unrestricted use. Accordingly, impacts associated with demolition of this facility would be less than significant. Documentation related to the termination of the Radioactive Material License is provided in Appendix C.

The operation of the proposed Project as a learning center would not result in the emission of hazardous materials, or the handling of hazardous or acutely hazardous materials in sufficient quantities to result in significant impacts to the existing Carden Hall Elementary and Junior High School, or the Coastline Learning Center which

would be constructed on the Project site. Therefore, impacts during operation would be less than significant.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. Based on a review of the Phase I Environmental Site Assessment, there are no sites on the Project site that are located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 that would create a significant hazard to the public or the environment. Government Code Section 65962.5 identifies facilities subject to corrective action, sites selected for a response action, sites included in the Abandoned Site Assessment Program, sites with an unauthorized release from underground storage tanks, sites with cease and desist orders, and a list of all solid waste disposal facilities. The review of regulatory agency records for the Project site indicated that the Project site was identified three times for facilities located at 1517, 1531, and 1533 Monrovia Avenue in regards to the documented disposal of oil-containing wastes, aqueous solutions, and laboratory waste chemicals respectively; however, no violations or indications of a release were noted in these database listings. As a result, the Project site is not classified as a site pursuant to Government Code Section 65962.5, and the Project would result in no impacts.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

No Impact. The Project site is not located within an airport land use plan. The nearest public airport is John Wayne Airport, located approximately 4.5 miles from the proposed Project site. The construction of a three story building on the site would not result in any safety hazards for people working or occupying the proposed Project. Accordingly, no impact would occur related to a public airport.

- f) *For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?*

No Impact. The Project site is not located within the vicinity of a private airstrip. Therefore, the proposed Project will not create related safety hazards. No impacts regarding this issue would occur.

- g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

No Impact. The proposed Project would not interfere any emergency response or evacuation plans. No changes to the surrounding street network would occur to adversely affect emergency response or evacuations. Additionally, Project access plans would be reviewed by emergency responders in order to assure that the Project would not interfere with emergency response and/or evacuation plans. Therefore, no impacts are anticipated.

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

Less Than Significant Impact. The Project site is currently developed with commercial uses. Land to the west of the Project site is composed of open space. According to the City's General Plan, the Project site located within a low/none fire susceptibility zone. Therefore, impacts related to wildland fires would be less than significant.

8. Hydrology and Water Quality

The Project site is located within the Orange County Groundwater Basin. The Newport-Inglewood fault zone, located to the south of the site, is the predominant hydrogeologic feature in the area, acting as a barrier to groundwater flow in the aquifers below the uppermost water-bearing units. The area in which the Site is located is hydraulically bounded to the west by the mouth of the Santa Ana River and by marsh channels. The marsh channels are connected by a culvert to the mouth of the Santa Ana River. The water table elevation in the area is approximately equal to mean sea level and is generally influenced by tidal fluctuations.

The construction of the learning facility includes the installation of onsite drainage infrastructure, which would convey runoff from the project site into the gutters located on Monrovia Avenue. From there, stormwater flows would be conveyed along the surface of the street within the gutters to a municipal storm drain intake. The project site is located within the Newport Bay Watershed, where storm runoff would eventually flow into the Pacific Ocean.

In addition to requirements from Section 303(d) of the Clean Water Act, there are also requirements relative to Section 402(p) of the Clean Water Act that affect storm water runoff from the Project. These requirements were created under a 1987 amendment to the Clean Water Act and require certain storm water discharges to obtain National Pollution Discharge Elimination System (NPDES) permits. Permits are required for three general areas: municipal, industrial, and construction. The Environmental Protection Agency has delegated authority to issue these permits to the State RWQCB. In July of 1990, the County of Orange together with the 31 cities within Orange County (the permittees), obtained a NPDES permit for the discharge of municipal storm water.

Would the Project:

a) *Violate any water quality standards or waste discharge requirements?*

Less Than Significant Impact. The Project site is within and, therefore, subject to the water quality regulations of the Santa Ana Regional Water Quality Control Board (SARWQCB). The SARWQCB is authorized to implement a municipal stormwater permitting program as part of the National Pollutant Discharge Elimination System (NPDES) authority granted under the federal Clean Water Act. The general permit applicable to this Project is the "Statewide General Construction Stormwater Permit" which addresses waste discharge requirements for discharges of stormwater runoff associated with construction activities.

Consistent with the applicable municipal stormwater NPDES Permit, the City of Newport Beach is required to implement a stormwater pollution prevention plan (SWPPP) to minimize the incidence of construction-related pollutants entering the storm water system. Several items are required in a SWPPP, including the site maps showing drainage and discharge locations and the location of control measures, a description of the pollution prevention best management practices (BMPs) to be implemented on the site, BMP inspection procedures, and requirements for stormwater monitoring. Compliance with these requirements would prevent violation of water quality standards and waste discharge requirements during the construction of the site.

During operation, the Project includes retention of stormwater on the site through the use of permeable surfaces within the parking lot as well as landscaping. In addition, the Project includes vegetation on the roof of the structure which will further reduce the amount of stormwater that will be conveyed off the project site. The stormwater that is conveyed off the project site to the curb and gutter system will include oil, grease, and tire particles from the parking lot area; however, the operation of the proposed learning center would not generate stormwater runoff that would violate water quality standards or water discharge requirements. As a result, impacts associated with this issue would be less than significant.

b) *Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?*

Less Than Significant Impact. The Project does not propose any groundwater-extracting wells. The Project site in its existing condition is mostly developed with both pervious and impervious surfaces. The proposed Project would result in the construction of a learning facility, paved parking, and landscaping areas, resulting in the installation of

impervious and pervious surfaces on the Project site. However, due to the Project site's relatively small size and location within an urbanized area, the Project site does not function as a substantial source for groundwater recharge. Additionally, the project includes design features that would allow groundwater infiltration. Therefore, the Project would not substantially deplete groundwater supplies, or substantially interfere with groundwater recharge. Impacts associated with groundwater are considered less than significant.

- c) *Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

Less Than Significant Impact. To accommodate the conversion of the Project site from its existing condition to a learning facility, the Project site will require limited grading and new on-site drainage infrastructure that would direct runoff to Monrovia Avenue. The Project would continue to drain runoff to the existing storm drain system, as in the existing condition. On-site improvements would be required to comply with the National Pollution Discharge Elimination System (NPDES) Storm Water Permit Program to minimize erosion or siltation. Therefore, adverse impacts to the drainage pattern resulting in substantial erosion or siltation on- or off-site are less than significant.

- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

Less Than Significant Impact. To accommodate the conversion of the Project site commercial buildings to a learning facility, the Project site will require limited grading and new on-site drainage infrastructure that would direct runoff to Monrovia Avenue. The Project would continue to drain runoff to the existing storm drain system, as in the existing condition. The Project would be expected to contribute slightly increased, but similar volumes of runoff as those that occur in the existing condition. As the City's municipal drainage system has the capacity to accept stormwater from the Project site, impacts to the drainage system resulting in on- or off-site flooding are regarded as less than significant.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

Less Than Significant Impact. To accommodate the conversion of the Project site commercial buildings to a learning facility, the Project site will require limited grading

and new on-site drainage infrastructure that would direct runoff to Monrovia Avenue. The Project would continue to drain runoff to the existing storm drain system, as in the existing condition. The Project would be expected to contribute slightly increased, but similar, volumes of runoff as those that occur in the existing condition. Currently, the Project site is mostly developed with light-industrial and office buildings that are graded to drain runoff to the gutter within Monrovia Avenue. The Project would be expected to contribute slightly increased, though similar, volumes of runoff volumes as those that occur in the existing conditions. Additionally, the project includes design features that would decrease volume of runoff including features allowing groundwater infiltration and vegetated horizontal surfaces. The City's municipal storm drain system within the Project area has the capacity to accommodate anticipated runoff from the Project site after construction. As runoff volumes would be similar after buildout of the Project compared to the existing condition, runoff from the developed Project site would not be expected to adversely affect the ability of the downstream municipal storm drain system to accommodate storm water flows.

Compliance with NPDES permit requirements would ensure that the Project would not contribute additional sources of polluted runoff. Therefore, the Project would not exceed the capacity of the municipal stormwater drainage infrastructure or add substantial polluted runoff, and associated impacts would be less than significant.

f) Otherwise substantially degrade water quality?

Less Than Significant Impact. The proposed Project involves the construction of a three-story learning facility. The Project would continue to drain runoff to Monrovia Avenue. Project compliance with mandatory NPDES and SWPPP standard requirements as well as implementation of the required Project-specific WQMP would ensure that all impacts regarding water quality would be less than significant. The required WQMP would identify BMPs designed to reduce impacts to water quality, such as the installation of filtration measures at inlets and directing runoff to landscaped areas. The Project would not otherwise substantially degrade water quality and impacts would be less than significant.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No Impact. The proposed Project is a learning facility, and would not construct permanent housing. According to the City of Newport Beach General Plan, the Project site is located outside of a 100-year Flood Hazard Area as determined by the Federal Emergency Management Agency. Therefore, no impacts from flood hazards are anticipated.

- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

No Impact. According to the City of Newport Beach General Plan, the Project site is located outside of a 100-year Flood Hazard Area as determined by the Federal Emergency Management Agency. Therefore, no impacts related to impeding or redirecting flood flows are anticipated.

- i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

No Impact. The Project site is not located within the dam inundation area for Prado Dam, or any other regional dams. Additionally, the Project is not located in the immediate vicinity of a dam or levee. Dams in the State of California are required to be built to withstand maximum credible seismic events, and are regularly inspected in order to ensure proper maintenance and function. Accordingly, no impact associated with this issue would occur.

- j) Inundation by seiche, tsunami, or mudflow?*

No Impact. The proposed Project is located 0.6 mile from the Pacific Ocean, and because the site is on a bluff; that is located more than 100 feet above mean sea level the potential for the Project site to be exposed to inundation by tsunami is unlikely. It is elevated above areas that might be exposed to inundation by tsunami. The Project would not be not located near any other major water bodies or water storage facilities that could potentially generate a seiche. Additionally, the Project is located in a relatively flat area, and would not be subject to mudflow. Therefore, no adverse impacts to people or structures as a result of seiche, tsunami, or mudflow are anticipated.

9. Land Use and Planning

Would the Project:

- a) Physically divide an established community?*

No Impact. The proposed Project involves the construction of a three-story learning facility. It is currently developed with several industrial and office structures, and the site does not provide a linkage for a community. According to City staff, the site is in an area that is transitioning from industrial to residential and institutional uses. Thus, the Project vicinity is not an established community, and the Project would not physically divide an established community. Therefore, no impacts are anticipated.

- b) *Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

No Impact. According to the City of Newport Beach General Plan, the project site is currently designated Multiple-Unit Residential (18 units per acre). The Multiple-Unit Residential designation is intended to provide multi-family residential development containing attached or detached dwelling units. The site is currently zoned Controlled Manufacturing (M-1-A) District. The M-1-A District provides area for a wide range of moderate to low industrial uses and limited accessory and ancillary commercial and office uses.

The City of Newport Beach General Plan acknowledges that other governmental agencies (i.e., school districts) may be exempt from City land use control. The proposed learning center would remove potential future multiple-unit residences from the project site. However, because the proposed project is a Coast Community College District project, the proposed District facility is exempt from the City's land use control (i.e., the City's General Plan designation and zoning). It is, however, the intent of the District to ensure that the proposed project is compatible with the surrounding land uses and the City General Plan policies (except for land use designations). Following is a discussion of the proposed project's consistency with applicable policies of the City's General Plan. The elements of the General Plan that are applicable to the proposed project include Land Use, Historical Resources, Circulation, Natural Resources, and Noise.

Land Use Element

LU 5.1.2 Compatible Interfaces

Require that the height of development in non-residential and higher-density residential areas transition as it nears lower-density residential areas to minimize conflicts at the interface between the different types of development.

Analysis. The project site includes one-and two-story light-industrial structures within the northern portion of the project site, a single story house in the eastern portion of the project site, and one story storage structures in the southern portion of the project site. South of the project site is a three-story office structure, west of the site are single-story mobile home units, and north of the project site are single story office and industrial structures. Generally, the area in the vicinity of the Project site is considered high density. Implementation of the proposed project includes a two and three

story structure along the northern and western portions of the project site. The height and bulk of the proposed learning center is compatible with the high density of the Project vicinity. In addition, the placement of the proposed structure is set back by approximately 180 feet from the nearest mobile home unit located east of Monrovia Avenue.. This distance provides the transition required by this policy. Therefore, the project would be consistent with this policy.

LU 6.1.1 Adequate Community Supporting Uses

Accommodate schools, government administrative and operational facilities, fire stations and police facilities, religious facilities, schools, cultural facilities, museums, interpretive centers, and hospitals to serve the needs of Newport Beach's residents and businesses.

Analysis. The proposed Coastline Community College Learning Center provides a school facility to accommodate the needs of residents of Newport Beach as well as residents in the vicinity of Newport Beach. Therefore, the project would be consistent with this policy.

LU 6.1.2 Siting of New Development

Allow for the development of new public and institutional facilities within the City provided that the use and development facilities are compatible with adjoining land uses, environmentally suitable, and can be supported by transportation and utility infrastructure.

Analysis. The hours of operation of the proposed school facility is 9:00 a.m. to 10:00 p.m. The nearest sensitive uses are mobile home units located east of Monrovia Avenue. There is currently a five-foot high block wall separating the mobile home units from Monrovia Avenue. Activities associated with the proposed school include automobile traffic and buses in the morning and afternoon. Parking is limited on the project site to 198 spaces; therefore, the majority of the students would attend school by buses, riding bikes, walking, and being dropped off and picked up at the school. Activities associated with arrivals and departures at the school in the morning, afternoon, and evening would not result in incompatible activities with the existing surrounding uses. During the afternoon and evening, the outdoor plaza areas will provide locations for activities. The outdoor plaza areas would be located on the second story roof of the structure proposed along the western portion of the project site. The outdoor plaza area would be

separated from the existing mobile home units by a third story of the learning center structure as well as approximately 170 to 180 feet. The presence of the third story as well as the distance between the outdoor activity area and the existing mobile home units would allow compatibility of the project with the existing mobile home units.

The proposed facility will result in potential significant environmental impacts; however, mitigation measures are available as discussed in Section 2 of this MND that would reduce potential impacts to less than significant. Since the proposed Project would not result in any significant and unavoidable adverse environmental impacts, the Project is considered environmentally suitable.

Finally, the Project will be served by existing infrastructure including Monrovia Avenue (see Section 2.15), 15th Street (see Section 2.15), storm drain system (see Section 2.8), water and sewer lines (see Section 2.16), and less than significant impacts to these facilities have been identified.

Based on the above discussion, the project would be consistent with this policy.

LU 6.1.4 Compatibility of Non-City Public Uses

Encourage school and utility districts and other government agencies that may be exempt from City land use control and approval to plan their properties and design buildings at a high level of visual and architectural quality that maintains the character of the neighborhood or district in which they are located and in consideration of the design and development policies for private uses specified by this Plan.

Analysis. The Coast Community College District is working with the City of Newport Beach by submitting design plans of the proposed project. City staff is reviewing the plans for visual and architectural quality to ensure that the proposed project maintains the character of the neighborhood. The District understands that the project is exempt from the City land use control such as the General Plan and zoning. The cooperation between the District and the City meets the intent of this policy.

Historical Resources

HR 1.6 Documentation

Require that, prior to the issuance of a demolition or grading permit, developers of a property that contains an historic structure as defined by CEQA retain a qualified consultant to record the structure in accordance with U.S. Secretary of Interior guidelines (which includes drawings, photographs, and written data) and submit this information to the Newport Beach Historical Society, Orange County Public Library, and City Planning Department.

Analysis. As identified in Section 2.5 in this MND, the existing single family house located along the eastern portion of the project site is more than 50 years of age and is a potential historic structure. Mitigation Measure CR-1 includes recordation of the structure on Department of Parks and Recreation (DPR) forms. Therefore, the implementation of Mitigation Measure CR-1 would result in the proposed project being consistent with this policy.

HR 1.7 Offer for Relocation of Historic Structure

Requires that, prior to the demolition of a historic structure, developers offer the structure for relocation by interested parties.

Analysis. As identified in Section 2.5 in this MND, the existing single family house located along the eastern portion of the project site is more than 50 years of age and is a potential historic structure. Mitigation Measure CR-1 includes a requirement to offer the structure for relocation. Therefore, the implementation of CR-1 would result in the proposed project being consistent with this policy.

HR 2.2 Grading and Excavation Activities

Maintain sources of information regarding paleontological and archaeological sites and the names and addresses of responsible organizations and qualified individuals, who can analyze, classify, record, and preserve paleontological or archaeological findings.

Require a qualified paleontologist/archaeologist to monitor all grading and/or excavation where there is a potential to affect cultural, archaeological or paleontological resources. If these resources are found, the applicant shall implement the recommendations of the paleontologist/archaeologist, subject to the approval of the City Planning Department.

Analysis. An archaeological and paleontological resources evaluation was conducted for the project site as discussed in Section 2.5 of this MND. Potential archaeological and paleontological resources impacts could occur with the implementation of the proposed project. Mitigation measures MM CR-1 and MM PR-1 through MM PR-4 are recommended to be implemented to reduce potential archaeological and paleontological impacts to less than significant. Therefore, the implementation of the recommended archaeological and paleontological mitigation measures would result in the proposed project being consistent with this policy.

Circulation

CE 2.1.6 Protection of Right-of-Way

Protect right-of-way for designated future streets and highways through all practicable means.

Analysis. The proposed project includes a setback of 22feet from the southern boundary of the project site to allow the future widening from 15th Street along the southern boundary of the project site to allow the future widening of 15th Street. Therefore, the project would be consistent with this policy.

CE 2.2.6 Emergency Access

Provide all residential, commercial, and industrial areas with efficient and safe access for emergency vehicles.

Analysis. The proposed project includes emergency access to all areas of the project site. Therefore, the project would be consistent with this policy.

CE 6.2.1 Alternative Transportation Modes

Promote and encourage the use of alternative transportation modes, such as ridesharing, carpools, vanpools, public transit, bicycles, and walking; and provide facilities that support such alternative modes.

Analysis. The proposed project includes a Newport-Mesa buss drop-off for high school students within a turn-out along Monrovia Avenue. This drop off area is for high school students that are bused to the school while other high school students and college students are dropped off in front of the proposed facility within the parking lot. The project will also includes

bicycle racks for those who ride to school. The implementation of these project features would result in the project being consistent with this policy.

Natural Resources

NR 1.1 Water Conservation in New Development

Enforce water conservation measures that limit water usage, prohibit activities that waste water or cause runoff, and require the use of water-efficient landscaping and irrigation in conjunction with new construction projects.

Analysis. The project includes retention of surface water drainage on the project site through permeable parking areas and landscaped areas. These features are consistent with this policy.

Noise

N 1.1 Noise Compatibility of New Development

Require that all proposed projects are compatible with the noise environment through the use of Table N2, and enforce the interior and exterior noise standards shown in Table N3.

Analysis. As discussed in Section 3.11 in the MND, the exterior noise level at the proposed school structure façade could be a maximum of 61.8 dBA CNEL near 15th Street and 51.5 dBA CNEL near Monrovia Avenue. Due to the exterior noise level, a noise evaluation was conducted to ensure interior noise levels would not exceed the State's 45 dBA CNEL interior noise standard for classrooms. The project includes mitigation measure MM NOI-3 which requires a "windows closed" condition for those areas of the structure that could exceed interior noise levels of 45 dBA. The implementation of MM NOI-3 would result in the proposed project being compatible with the future noise environment adjacent to the project site. Therefore, the project would be consistent with this policy.

- c) *Conflict with any applicable habitat conservation plan or natural communities conservation plan?*

No Impact. According to the City of Newport Beach General Plan, the project site is currently designated Multiple-Unit Residential (18 units per acre). The Multiple-Unit Residential designation is intended to provide primarily for multi-family residential development containing attached or detached dwelling units. The site is currently zoned Controlled Manufacturing (M-1-A) District. The M-1-A District provides area for a wide

range of moderate to low industrial uses and limited accessory and ancillary commercial and office uses.

The City of Newport Beach General Plan acknowledges that other governmental agencies (i.e., school districts) may be exempt from City land use control. Because the proposed project is a Coast Community College District project, the proposed District facility is exempt from the City's land use control (i.e., the City's General Plan designation and zoning). However, it is the intent of the District to ensure that the proposed project is compatible with the surrounding land uses and the City General Plan policies.

10. Mineral Resources

Would the Project:

- a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

Less Than Significant Impact. According to Figure 4.5-3 of the City of Newport Beach General Plan Update EIR, the Project site occurs within the West Newport Oil Field. Oil extraction wells occur to the south, west, and northwest of the Project site, but no oil extraction activities occur or are known to have historically occurred on the site. As of 2001, the West Newport Oil Field had 66 oil wells in operation and produced 131,831 barrels of oil and condensate; and the field was estimated to have 847 millions barrels of oil in reserves. In 2002, the West Newport oil field produced approximately 20.5 billion cubic feet of natural gas with a daily production per oil well of approximately 5 barrels.

According to Figure 4.5-4 of the City of Newport Beach General Plan Update EIR, the Project site occurs in an area designated as MRZ-3 by the California Geologic Survey (CGS). The CGS designates Mineral Resource Zones (MRZ) according to the presence or absence of significant deposits. These classifications indicate the potential for a specific area to contain significant mineral resources. MRZ-3 is defined as an area containing known mineral occurrences of undetermined mineral resource significance.

As stated above, although the Project site occurs within an oil producing field, the Project site is not associated with oil production activities. The site is mostly developed in the existing condition and is designated for development by the City's General Plan. Because the Project site does not currently support mineral extraction activities and is designated for development, the loss of availability of mineral extraction on the site that would result during the lifetime of the proposed Project would be a less than significant.

- b) *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

Less Than Significant Impact. Refer to the impact analysis for 10(a), above. As stated, the City of Newport General Plan Update EIR identifies that the Project occurs within the West Newport Oil Field and is located within MRZ-3, which indicates that the site is in an area containing known mineral occurrences of undetermined mineral resource significance. No other locally-important mineral resource recovery sites are identified within the Project vicinity beyond the off-site oil extraction wells located south, west, and northwest of the site. Because the Project site does not currently support mineral extraction activities and is designated for development, the loss of availability of mineral extraction on the site that would result during the lifetime of the proposed Project would be a less than significant.

11. Noise

The following section is summarized from information in the Noise Impact Analysis for Newport Beach Learning Facility Project and provided in Appendix D of this MND.

Would the Project result in:

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less Than Significant With Mitigation Incorporated. The City of Newport Beach's Noise Element of the General Plan and noise ordinance establishes noise standards that govern activities at the Project site. The Project includes a 67,000 square foot learning facility and is considered a noise-sensitive use.

According to City's Noise Element of the General Plan, a school noise level would be considered significant if the exterior noise level exceeds 65 dBA CNEL.

The primary sources of noise that would impact the proposed project would be from vehicular traffic on Monrovia Avenue and 15th Street. The proposed structure would be located approximately 50 feet from the centerline of 15th Street and approximately 180 feet west of the centerline of Monrovia Avenue. Based on the year 2013 cumulative with project conditions, 15th Street is anticipated to have 9,000 vehicles per day and Monrovia Avenue is anticipated to have 6,000 vehicles per day in the vicinity of the project site.

The anticipated noise levels at the façade of the proposed learning center was calculated using the FHWA traffic noise prediction model and the parameters outlined in Appendix D. The future daytime exterior noise levels were calculated at the first, second, and third floor building facades in order to calculate the interior noise levels within the future on-site classrooms. To assess the on-site interior noise level impacts, the first floor receivers were placed 5.5 feet above the proposed pad elevation, all second floor receivers were

placed 17 feet above the proposed pad elevation, and all third floor receivers were placed 29 feet above pad elevation. All receivers were placed along the exterior edge of each unit at the location for the shortest distance to either 15th Street or Monrovia Avenue. The FHWA onsite traffic noise prediction model printouts are in Appendix D.

The expected future exterior noise levels at the location of the first, second, and third floor or rooftop balcony facades are presented in Table 7. Table 7 also presents the anticipated interior noise levels for both "windows open" and "windows closed" conditions.

Table 7: Onsite Noise Impacts

Location	Floor ¹	Exterior Noise Level at Façade (dBA CNEL)	Interior Noise Levels (dBA CNEL) for:		Required Interior Noise Reduction
			Windows Open ²	Windows Closed ³	
Near 15 th Street	1	61.4	49.4	36.4	16.4
	2	61.8	49.8	36.8	16.8
	Balcony	61.2	--	--	--
Near Monrovia Avenue	1	47.5	35.5	22.5	2.5
	2	50.6	38.6	25.6	5.6
	3	51.5	39.5	26.5	6.5

Notes:
¹ Noise level calculated at 5.5 feet for 1st Floor, 17 feet for 2nd Floor, and 29 feet for 3rd Floor above pad elevation.
² A minimum of 12 dBA noise reduction is assumed with windows open condition.
³ A minimum 25 dBA noise reduction is assumed with a windows closed condition.
Source: Michael Brandman Associates, 2009.

Table 7 above shows that the exterior noise levels at the building façade will range from 47.5 to 61.8 dBA CNEL. The calculations show that the "windows open" condition will result in interior noise levels that would exceed the State's 45 dBA CNEL interior noise standard for classrooms. The "windows open" condition would be considered a significant impact. Mitigation Measure NOI-3 is provided to reduce interior noise to less than significant levels. The "windows closed" condition shown above in Table 7, provides the anticipated noise levels through implementation of Mitigation Measure NOI-3.

Mitigation Measures

NOI-3 The project applicant shall provide a "windows closed" condition for the proposed learning center. A "windows closed" condition requires a means of mechanical ventilation per the Uniform Building Code standards. This shall be achieved with standard air conditioning or a fresh air intake system.

- b) *Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?*

Less Than Significant with Mitigation Incorporated. Construction and operational activities can produce vibration that may be felt by adjacent uses.

Several different methods are used to quantify vibration amplitude such as the maximum instantaneous peak in the vibrations velocity, which is known as the peak particle velocity (PPV) or the root mean square (rms) amplitude of the vibration velocity. Because of the typically small amplitudes of vibrations, vibration velocity is often expressed in decibels and is denoted as L_v and is based on the rms velocity amplitude. A commonly used abbreviation is VdB, which in this text, is when L_v is based on the reference quantity of 1 microinch per second.

Construction

The construction of the proposed project would not require the use of equipment such as jackhammers and pile drivers, which are known to generate substantial construction vibration levels. The primary sources of vibration during construction would be from a large bulldozer. A large bulldozer would produce a vibration level of 0.089 PPV or 87 VdB at 25 feet.

The closest vibration-sensitive land uses are the office buildings located approximately 10 feet north of the project site. It is anticipated that the vibration levels caused by a large bulldozer operating on the edge of the project site adjacent to the nearest offsite building will be around 0.096 inches per second or 95 VdB, which would exceed the 0.017 inch per second PPV or 80 VdB threshold as discussed in Appendix D. Therefore, construction-related vibration may create a significant impact. Mitigation Measure NOI-2 is provided to reduce construction-related vibration to less than significant levels.

With incorporation of Mitigation Measure NOI-2, maximum vibration levels at the nearby offsite structures would be created from a small bulldozer. A small bulldozer would produce a vibration level of 0.003 PPV or 58 VdB at 25 feet. It is anticipated that the vibration levels caused by a small bulldozer operating on the edge of the project site adjacent to the nearest offsite building will be around 0.0034 inches per second or 66 VdB, which would be within the 0.017 inch per second PPV or 80 VdB threshold discussed in Section 5.0 in Appendix D. Therefore, with incorporation of Mitigation Measure NOI-2 construction-related vibration would create a less than significant impact.

Mitigation Measures

NOI-2 The applicant shall limit the use of equipment in the area of the project site that is within 75 feet of an offsite structure, to only small bulldozers (less than 150 horse power) and similar sized equipment.

The operation of the proposed learning center would require truck deliveries to the project site. The nearest sensitive receptors are the residential mobile homes approximately 60 feet east of the project site.

Based on information in Appendix D, a truck on a paved surface would typically produce a vibration level of 63 VdB at 50 feet. This would result in a vibration level of 0.002 inches per second or 61 VdB at the nearest residence, which is below the 0.017 inch per second PPV or 80 VdB discussed in Section 5.0 in Appendix D. Therefore, the vibration impacts caused by the ongoing operations of the proposed project onto the existing nearby homes would be less than significant.

- c) *A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant Impact. The ongoing operation of the proposed project would result in a potential long-term increase in ambient noise levels. Potential noise impacts associated with the operations of the proposed project are a result of project-generated vehicular traffic on the project vicinity roadways and from stationary noise sources associated with the proposed project.

Offsite Vehicular Noise

The potential off-site traffic noise impacts created by the on-going operations of the proposed project have been analyzed through utilization of the Federal Highway Administration (FHWA) Model and parameters described in Section 6.0 in Appendix D for the existing noise calculations. The future average daily traffic (ADT) volumes on the study area roadways were obtained from the Traffic Impact Analysis. The ADT volumes have been provided for the year 2013 baseline, year 2013 plus, year 2030 baseline, and year 2030 with project scenarios. The ADT volumes used in this analysis are shown below in Table 8.

Table 8: Average Daily Traffic

Roadway	Segment	Average Daily Traffic			
		2013 Background Baseline	2013 Background With Project	2013 Cumulative Baseline	2013 Cumulative With Project
Monrovia Avenue	North of 16th Street	5,000	5,050	5,950	6000

Roadway	Segment	Average Daily Traffic			
		2013 Background Baseline	2013 Background With Project	2013 Cumulative Baseline	2013 Cumulative With Project
Monrovia Avenue	North of 15th Street	5,000	5,710	5,290	6000
Placentia Avenue	North of Victoria	17,930	18,000	18,930	19000
Placentia Avenue	North of 19th Street	26,790	27,000	27,790	28000
Placentia Avenue	North of 17th Street	19,790	20,000	20,790	21000
Placentia Avenue	North of 16th Street	16,720	17,000	17,720	18000
Superior Avenue	North of 16th Street	15,530	16,000	20,530	21000
Superior Avenue	South of 15th Street	14,710	15,000	16,710	17,000
Newport Boulevard	North of Harbor Boulevard	86,290	87,000	96,290	97,000
Newport Boulevard	North of 17th Street	97,290	98,000	107,290	108,000
Newport Boulevard	North of Industrial Way	60,810	61,000	61,810	62,000
17th Street	East of Monrovia Avenue	7,000	7,050	9,950	10,000
17th Street	East of Placentia Avenue	15,880	16,000	19,880	20,000
17th Street	East of Newport Boulevard	38,930	39,000	39,930	40,000
16th Street	East of Monrovia Avenue	4,340	5,000	7,340	8,000
16th Street	East of Placentia Avenue	5,000	5,380	7,620	8,000
15th Street	East of Monrovia Avenue	9,500	10,100	16,200	16,800
Coast Highway	West of Superior	3,900	5,500	10,500	12,100
Coast Highway	East of Newport Boulevard	30,300	30,800	44,000	44,500
Monrovia Avenue	North of 16th Street	28,500	28,800	54,800	55,200
Monrovia Avenue	North of 15th Street	31,400	32,000	47,900	48,500
Placentia Avenue	North of Victoria	32,400	32,400	61,400	61,400
Placentia Avenue	North of 19th Street	30,400	30,400	51,100	51,100
Placentia Avenue	North of 17th Street	31,800	32,900	55,900	57,000

Source: Austin-Faust Associates, Inc., 2009.

The vehicle mix used in the FHWA Model is provided in Appendix D. The FHWA-Model utilized the Local vehicle mix, which has been based on typical vehicle mixes observed in California.

Model Results

The potential off-site noise impacts caused through the increase in vehicular traffic from the on-going operations from the proposed project on to the project study area roadways has been analyzed for the following four traffic scenarios:

- Year 2013 Background Baseline: This scenario refers to the future traffic noise conditions based on the existing conditions plus an area growth rate and traffic from nearby approved projects, without construction of the proposed project.
- Year 2013 Background With Project: This scenario refers to the future traffic noise conditions based on the Year 2013 Background Baseline conditions plus the traffic generated from the on-going operations of the proposed project.
- Year 2013 Cumulative Baseline: This scenario refers to the future traffic noise conditions based on the Year 2013 Background Baseline conditions plus pending projects, including Banning Ranch, without construction of the proposed project.
- Year 2013 Cumulative With Project: This scenario refers to the future traffic noise conditions based on the Year 2013 Cumulative Baseline conditions, plus the traffic generated from the on-going operations of the proposed project.

In order to quantify the traffic noise impacts along the analyzed roadways, the roadway noise contours were calculated. Noise contours represent the distance to noise levels of a constant value and are measured from the center of the roadway. For analysis comparison purposes, the L_{dn} and CNEL noise levels are calculated at 50 feet from the centerline. In addition, the distance from the centerline to the 55, 60, 65, and 70 dBA noise levels are calculated for both L_{dn} and CNEL standards.

Year 2013 Background Baseline Conditions

The calculated year 2013 background baseline noise contours are shown below in Table 9.

Table 9: Year 2013 Background Baseline Noise Contours

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Monrovia Avenue	North of 16th Street	55.1	RW	RW	47	101
Monrovia Avenue	North of 15th Street	55.1	RW	RW	47	101
Placentia Avenue	North of Victoria	61.2	RW	56	121	261
Placentia Avenue	North of 19th Street	63.0	RW	73	158	341
Placentia Avenue	North of 17th Street	61.7	RW	60	129	279
Placentia Avenue	North of 16th Street	60.9	RW	54	116	249
Superior Avenue	North of 16th Street	60.6	RW	RW	110	237
Superior Avenue	South of 15th Street	60.4	RW	RW	106	229
Newport Boulevard	North of Harbor Boulevard	71.7	129	278	600	1293
Newport Boulevard	North of 17th Street	72.2	140	302	650	1400

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Newport Boulevard	North of Industrial Way	70.2	102	221	475	1024
17th Street	East of Monrovia Avenue	56.6	RW	RW	60	128
17th Street	East of Placentia Avenue	63.5	RW	80	172	371
17th Street	East of Newport Boulevard	67.4	67	145	313	674
16th Street	East of Monrovia Avenue	54.5	RW	RW	43	92
16th Street	East of Placentia Avenue	55.1	RW	RW	47	101
15th Street	East of Monrovia Avenue	54.4	RW	RW	42	91
Coast Highway	West of Superior	67.1	RW	137	295	637
Coast Highway	East of Newport Boulevard	68.6	81	174	374	806

Notes: RW = Noise contour is located within right-of-way of roadway.

Table 9 shows that for the year 2013 background baseline condition at 100 feet, only the analyzed roadway segments of: Placentia Avenue, Superior Avenue, Newport Boulevard, Coast Highway, and 17th Street east of Placentia Avenue would exceed the City's 60 dBA CNEL residential standard. The noise levels on all roadway segments would range from 54.4 to 72.2 dBA CNEL.

Year 2013 Background With Project Conditions

The calculated year 2013 background with project noise contours are shown below in Table 10.

Table 10: Year 2013 Background With Project Noise Contours

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Monrovia Avenue	North of 16th Street	55.1	RW	RW	47	102
Monrovia Avenue	North of 15th Street	55.6	RW	RW	51	110
Placentia Avenue	North of Victoria	61.3	RW	56	121	262
Placentia Avenue	North of 19th Street	63.0	RW	74	159	343
Placentia Avenue	North of 17th Street	61.7	RW	60	130	281
Placentia Avenue	North of 16th Street	61.0	RW	54	117	252
Superior Avenue	North of 16th Street	60.8	RW	52	112	242
Superior Avenue	South of 15th Street	60.5	RW	RW	108	232
Newport Boulevard	North of Harbor Boulevard	71.7	130	280	603	1300

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Newport Boulevard	North of 17th Street	72.2	141	303	653	1407
Newport Boulevard	North of Industrial Way	70.2	103	221	476	1026
17th Street	East of Monrovia Avenue	56.7	RW	RW	60	129
17th Street	East of Placentia Avenue	63.6	RW	80	173	373
17th Street	East of Newport Boulevard	67.4	68	145	313	675
16th Street	East of Monrovia Avenue	55.1	RW	RW	47	101
16th Street	East of Placentia Avenue	55.4	RW	RW	49	106
15th Street	East of Monrovia Avenue	55.1	RW	RW	47	101
Coast Highway	West of Superior	67.1	RW	138	297	640
Coast Highway	East of Newport Boulevard	68.6	81	174	375	807

Notes: RW = Noise contour is located within right-of-way of roadway.

Table N shows that for the year 2013 background with project condition at 100 feet, when compared to the year 2013 background baseline condition, no additional roadway segments would exceed the City's 60 dBA CNEL residential standard. The noise levels on all roadway segments would range from 55.1 to 72.2 dBA CNEL.

Year 2013 Cumulative Baseline Conditions

The calculated year 2013 cumulative baseline noise contours are shown below in Table 11.

Table 11: Year 2013 Cumulative Baseline Noise Contours

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Monrovia Avenue	North of 16th Street	55.8	RW	RW	53	113
Monrovia Avenue	North of 15th Street	55.3	RW	RW	49	105
Placentia Avenue	North of Victoria	61.5	RW	58	126	271
Placentia Avenue	North of 19th Street	63.2	RW	75	162	349
Placentia Avenue	North of 17th Street	61.9	RW	62	134	288
Placentia Avenue	North of 16th Street	61.2	RW	56	120	259
Superior Avenue	North of 16th Street	61.8	RW	62	133	286
Superior Avenue	South of 15th Street	60.9	RW	54	116	249
Newport Boulevard	North of Harbor Boulevard	72.1	139	300	646	1391

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Newport Boulevard	North of 17th Street	72.6	149	322	694	1495
Newport Boulevard	North of Industrial Way	70.2	103	223	480	1035
17th Street	East of Monrovia Avenue	58.1	RW	RW	75	162
17th Street	East of Placentia Avenue	64.5	RW	93	200	431
17th Street	East of Newport Boulevard	67.5	69	148	318	686
16th Street	East of Monrovia Avenue	56.7	RW	28	61	131
16th Street	East of Placentia Avenue	56.9	RW	29	62	134
15th Street	East of Monrovia Avenue	57.3	RW	30	66	142
Coast Highway	West of Superior	67.6	69	150	322	695
Coast Highway	East of Newport Boulevard	68.9	85	183	394	848

Notes: RW = Noise contour is located within right-of-way of roadway.

Table 11 shows that for the year 2013 cumulative baseline condition at 100 feet, only the analyzed roadway segments of: Placentia Avenue, Superior Avenue, Newport Boulevard, Coast Highway, and 17th Street east of Placentia Avenue would exceed the City's 60 dBA CNEL residential standard. The noise levels on all roadway segments would range from 55.3 to 72.6 dBA CNEL.

Year 2013 Cumulative With Project Conditions

The calculated year 2013 cumulative with project noise contours are shown below in Table 12.

Table 12: Year 2013 Cumulative With Project Noise Contours

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Monrovia Avenue	North of 16th Street	55.9	RW	RW	53	114
Monrovia Avenue	North of 15th Street	55.9	RW	RW	53	114
Placentia Avenue	North of Victoria	61.5	RW	58	126	271
Placentia Avenue	North of 19th Street	63.2	RW	76	163	351
Placentia Avenue	North of 17th Street	61.9	RW	62	135	290
Placentia Avenue	North of 16th Street	61.3	RW	56	121	262
Superior Avenue	North of 16th Street	61.9	RW	62	135	290
Superior Avenue	South of 15th Street	61.0	RW	54	117	252

Roadway	Segment	CNEL at 100 feet (dBA)	Distance to Contour (feet)			
			70 dBA CNEL	65 dBA CNEL	60 dBA CNEL	55 dBA CNEL
Newport Boulevard	North of Harbor Boulevard	72.2	140	301	649	1398
Newport Boulevard	North of 17th Street	72.6	150	323	697	1501
Newport Boulevard	North of Industrial Way	70.2	104	223	481	1037
17th Street	East of Monrovia Avenue	58.2	RW	RW	76	163
17th Street	East of Placentia Avenue	64.5	RW	93	201	432
17th Street	East of Newport Boulevard	67.5	69	148	319	687
16th Street	East of Monrovia Avenue	57.1	RW	30	64	138
16th Street	East of Placentia Avenue	57.1	RW	30	64	138
15th Street	East of Monrovia Avenue	57.6	RW	32	69	150
Coast Highway	West of Superior	67.7	70	150	324	698
Coast Highway	East of Newport Boulevard	68.9	85	183	394	849

Notes: RW = Noise contour is located within right-of-way of roadway.

Table 12 shows that for the year 2013 cumulative with project condition at 100 feet, when compared to the year 2013 background baseline condition, no additional roadway segments would exceed the City's 60 dBA CNEL residential standard. The noise levels on all roadway segments would range from 55.9 to 72.6 dBA CNEL.

Noise Increases

As discussed in the General Plan Noise Element Policy N.1.8 (see Section 4.3.1 in Appendix D of this MND), in order for offsite roadway noise impacts created by the proposed project's operations to be considered significant, the proposed project would need to increase the noise levels for a noise sensitive land use by (1) 3 dBA CNEL, where the without project noise level is 55 dBA CNEL or less; (2) 2 dBA CNEL, where the without project noise level is 55 to 60 dBA CNEL; (3) 1 dBA CNEL, where the without project noise level is 60 to 75 dBA CNEL; or (4) Any measurable noise increase, where the without project noise level is greater than 75 dBA CNEL. The fundamentals of traffic noise propagation are discussed in Appendix D. The proposed project's offsite traffic noise impacts have been analyzed for the year 2013 background and cumulative conditions, which are discussed below.

Year 2013 Background Conditions

The proposed project's potential offsite noise impacts have been calculated through a comparison of the year 2013 background baseline scenario to the year 2013 background plus project scenario. The results of this comparison are shown below in Table 13.

Table 13: Year 2013 Background Project Traffic Noise Contributions

Roadway	Segment	CNEL at 100 feet			
		No Project	With Project	Project Contribution	Potential Significant Impact?
Monrovia Avenue	North of 16th Street	55.1	55.1	0.0	No
Monrovia Avenue	North of 15th Street	55.1	55.6	0.5	No
Placentia Avenue	North of Victoria	61.2	61.3	0.1	No
Placentia Avenue	North of 19th Street	63.0	63.0	0.0	No
Placentia Avenue	North of 17th Street	61.7	61.7	0.0	No
Placentia Avenue	North of 16th Street	60.9	61.0	0.1	No
Superior Avenue	North of 16th Street	60.6	60.8	0.2	No
Superior Avenue	South of 15th Street	60.4	60.5	0.1	No
Newport Boulevard	North of Harbor Boulevard	71.7	71.7	0.0	No
Newport Boulevard	North of 17th Street	72.2	72.2	0.0	No
Newport Boulevard	North of Industrial Way	70.2	70.2	0.0	No
17th Street	East of Monrovia Avenue	56.6	56.7	0.1	No
17th Street	East of Placentia Avenue	63.5	63.6	0.1	No
17th Street	East of Newport Boulevard	67.4	67.4	0.0	No
16th Street	East of Monrovia Avenue	54.5	55.1	0.6	No
16th Street	East of Placentia Avenue	55.1	55.4	0.3	No
15th Street	East of Monrovia Avenue	54.4	55.1	0.7	No
Coast Highway	West of Superior	67.1	67.1	0.0	No
Coast Highway	East of Newport Boulevard	68.6	68.6	0.0	No

Source: Michael Brandman Associates, 2009.

Table 13 above indicates that for the year 2013 background conditions the noise level contributions from the proposed project to the study area roadways would range from 0.0 to 0.7 dBA CNEL. A 0.7 dBA noise increase would occur on 15th Street east of Monrovia Avenue where the baseline noise level is 54.4 dBA CNEL. None of the roadway segments would exceed the City's thresholds of significance discussed above. Therefore, based on thresholds of significance defined above, no significant off-site noise impacts from project-related vehicle noise would occur along the study area roadways segments for the year 2013 background conditions.

Year 2013 Cumulative Conditions

The proposed project's potential offsite noise impacts have been calculated through a comparison of the year 2013 cumulative baseline scenario to the year 2013 cumulative plus project scenario. The results of this comparison are shown below in Table 14.

Table 14: Year 2013 Cumulative Project Traffic Noise Contributions

Roadway	Segment	CNEL at 100 feet			
		No Project	With Project	Project Contribution	Potential Significant Impact?
Monrovia Avenue	North of 16th Street	55.8	55.9	0.1	No
Monrovia Avenue	North of 15th Street	55.3	55.9	0.6	No
Placentia Avenue	North of Victoria	61.5	61.5	0.0	No
Placentia Avenue	North of 19th Street	63.2	63.2	0.0	No
Placentia Avenue	North of 17th Street	61.9	61.9	0.0	No
Placentia Avenue	North of 16th Street	61.2	61.3	0.1	No
Superior Avenue	North of 16th Street	61.8	61.9	0.1	No
Superior Avenue	South of 15th Street	60.9	61.0	0.1	No
Newport Boulevard	North of Harbor Boulevard	72.1	72.2	0.1	No
Newport Boulevard	North of 17th Street	72.6	72.6	0.0	No
Newport Boulevard	North of Industrial Way	70.2	70.2	0.0	No
17th Street	East of Monrovia Avenue	58.1	58.2	0.1	No
17th Street	East of Placentia Avenue	64.5	64.5	0.0	No
17th Street	East of Newport Boulevard	67.5	67.5	0.0	No
16th Street	East of Monrovia Avenue	56.7	57.1	0.4	No
16th Street	East of Placentia Avenue	56.9	57.1	0.2	No
15th Street	East of Monrovia Avenue	57.3	57.6	0.3	No
Coast Highway	West of Superior	67.6	67.7	0.1	No
Coast Highway	East of Newport Boulevard	68.9	68.9	0.0	No

Source: Michael Brandman Associates, 2009.

Table 14 above indicates that for the year 2013 cumulative conditions, the noise level contributions from the proposed project to the study area roadways would range from 0.0 to 0.6 dBA CNEL. A 0.6 dBA noise increase would occur on Monrovia Avenue north of 15th Street where the baseline noise level is 55.3 dBA CNEL. None of the roadway segments would exceed the thresholds of significance discussed in Section 5.0 of Appendix D. Therefore, based on thresholds of significance defined above, no significant off-site noise impacts from project-related vehicle noise would occur along the study area roadways segments for the year 2013 cumulative conditions.

As described above, the proposed project would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore, potential offsite vehicular noise impacts would be less than significant.

Offsite Stationary Noise

Stationary noise impacts associated with the ongoing operations of the proposed project have been analyzed separately from the off-site vehicular noise impacts, since on-site noise sources may be directly regulated by local jurisdictions and are typically defined by stationary source noise regulations. The regulatory framework, which preempts direct regulation of transportation noise by local jurisdictions, is described in Appendix D.

The proposed project would have potential stationary noise impact to the nearby residences from the proposed rooftop HVAC units, parking lot areas, and on-site vehicular traffic. In order to assess the proposed project's stationary noise impacts onto the nearby residences, a comparative noise measurement was taken at Orange Coast College and sound propagation calculations described in Appendix D.

According to Table N3 of the General Plan and Section 10.26.025 of the Municipal Code, a stationary exterior noise impact would be considered significant if the noise levels created onsite exceeds 55 dBA L_{eq} during the daytime (7 a.m. to 10 p.m.) and 50 dBA L_{eq} during the nighttime (10 p.m. to 7 a.m.) when measured on the property line of any nearby residential property. According to Section 10.26.030 of the Municipal Code, a stationary noise impact would be considered significant if the noise level created onsite exceeds 45 dBA L_{eq} during the daytime (7 a.m. to 10 p.m.) and 40 dBA L_{eq} during the nighttime (10 p.m. to 7 a.m.) when measured at the interior of any nearby residential uses.

In order to determine the anticipated noise level created by the ongoing operations of the proposed project, a comparative noise measurement was taken at Orange Coast College at the edge of a parking lot and approximately 30 feet southwest of the Art Center Building. The noise meter took a 20 minute measurement and recorded a noise level of 55.5 dBA L_{eq} . During the noise measurement the primary sources of noise was from vehicles in the parking lot, people talking, and HVAC units on the nearby buildings.

The nearest sensitive receptors to the project site are the residential mobile home uses on the east side of Monrovia Avenue and approximately 60 feet from the project site. Based on the noise attenuation rate for "hard sites" of 6 dB per doubling of distance, the anticipated stationary noise impact created by the operations of the proposed project at the residential mobile homes to the east would be 39.9 dBA L_{eq} . This noise level should be considered a worst-case scenario since no additional attenuation was taken for the existing 5-foot high block wall on the west side of the mobile homes. An operational noise level of 39.9 dBA L_{eq} would be within the residential exterior and interior noise thresholds for both daytime and nighttime. Therefore, a less than significant stationary noise impact is anticipated to occur from the ongoing operations of the proposed project on to the occupants of any of the existing nearby residential uses.

As described above, the proposed project would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore, potential offsite stationary noise impacts would be less than significant.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

Less Than Significant With Mitigation Incorporated. Short-term noise impacts could occur during construction activities from either the noise impacts created from the transport of workers and movement of construction materials to and from the project site, or from the noise generated on-site during: ground clearing/excavation, grading, and building construction activities.

The project site is located in a developed area. The nearest noise sensitive land uses to the project site would be office uses approximately 10 feet north and approximately 80 feet south of the project site. An office use is considered sensitive as shown in Figure 4 in Appendix D. There are also mobile home uses located on the east side of Monrovia Avenue and approximately 60 feet east of the project site. An approximately five foot high block wall currently exists between the mobile homes and Monrovia Avenue. There are also multi-family homes located on the southeast corner of Monrovia Avenue and 15th Street and approximately 100 feet southeast of the project site. In addition, Carden Hall Elementary and Junior High School are located approximately 200 feet north of the project site.

Construction noise impacts onto the nearby sensitive receptors have been calculated according to the equipment noise levels listed below in Table 15 and through the use of the Roadway Construction Noise Model (RCNM) developed by the FHWA. The greatest noise impacts to the nearby residential homes would be anticipated to occur during the demolition of the project site, since the demolition equipment produces the highest noise levels as shown in Table A in Appendix D. Construction noise has been modeled based on the equipment assumption used in the Air Quality and Climate Change Analysis, prepared by Michael Brandman Associates, July 2009, which assumed that the simultaneous operation of one concrete saw, one crushing/processing equipment, one dozer, one loader, and one tractor would occur for approximately one month during the demolition phase for the proposed project. The equipment was placed 100 feet apart starting at the edge of the area to be graded in order to create the worst-case noise levels at the nearby sensitive receptors. A summary of the results of the noise impacts associated with the construction of the proposed project is shown in Table 15, and the RCNM printouts are provided in Appendix D.

Table 15: Construction Noise Impacts at Nearby Receptors

Receptor Description	Distance from Project Site (feet)	Demolition Equipment Noise Levels	
		dBA L _{eq}	dBA L _{max}
Office and light industrial to the north	10	96.6	103.6
School to the north	200	72.1	77.5
Residential mobile homes to the east	60	75.5	82.0
Multi-family residential to the southeast	100	77.4	83.6
Office to the south	80	79.1	85.5
Source: FHWA Roadway Construction Noise Model, Version 1.0; Michael Brandman Associates, 2009.			

Table 15 shows that the office and light industrial uses to the north of the project site would experience the greatest construction noise impact from the proposed project, with an average construction-related noise level of 96.6 dBA L_{eq} and a maximum noise level of 103.6 dBA L_{max}. With compliance of the limitation in construction hours detailed in Section 10.28.040 of the Municipal Code, the construction-related noise associated with the proposed project would not generate noise levels in excess of standards. However, construction activities may expose nearby sensitive receptors to noise levels that exceed Occupational Safety and Health (OSHA) maximum allowable noise exposure level of 90 dBA for 8 hours.. The estimated construction noise levels represent a potentially significant impact. Mitigation Measure NOI-1 is provided to reduce construction noise to less than significant levels. It is not possible to quantify each of the noise reduction measures presented in mitigation measure NOI-1; however, when combined these measures would provide at least a 10 dB reduction in noise level.

Mitigation Measures

NOI-1 The project applicant shall require construction contractors to adhere to the following noise attenuation requirements:

- Construction activities shall be limited to between the hours of 7:00 a.m. and 6:30 p.m. on weekdays and between the hours of 8 a.m. and 6 p.m. on Saturdays, except for Sundays and national holidays.
- All construction equipment shall use noise-reduction features (e.g., mufflers and engine shrouds) that are no less effective than those originally installed by the manufacturer.
- Construction staging and heavy equipment maintenance activities shall be performed a minimum distance of 300 feet from the nearest offsite building, unless safety or technical factors take precedence.
- Stationary combustion equipment such as pumps or generators operating within 300 feet of the nearest building shall be shielded with a noise protection barrier.

- Portable noise barriers able to attenuate at least 6 dB shall be utilized for heavy equipment operations performed within 200 feet of the nearest offsite building.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Project site is located approximately 4.5 miles from John Wayne Airport. Due to the distance of the project site to the nearest public airport, the implementation of the proposed project would not expose people to excessive aircraft noise levels. The project site is located outside the 60 dBA noise contour of the John Wayne Airport Environs Land Use Plan.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Project site is not located within the vicinity of a private airstrip. Therefore, the proposed Project will not expose people residing or working in the Project area to excessive aircraft noise impacts.

12. Population and Housing

Would the Project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. The proposed Project involves the construction of a three-story learning facility that would represent a relocation of the facility from its current Costa Mesa location, approximately 3 miles to the north. The proposed learning center would increase the Early College High School attendance by 150 students which would generate less than 10 additional jobs. Given the proximity of the existing facility (i.e., 3 miles away), the likelihood that existing employees will relocate to Newport Beach or Costa Mesa is small. Therefore, growth inducing impacts associated with the proposed project is less than significant.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project site is composed of three separate parcels of land that include industrial and commercial uses. In addition, there is an abandoned and dilapidated house located on the eastern portion of the project site. The development of the proposed three-story learning facility would not displace any existing habitable housing unit, and the project, therefore, would not necessitate the construction of replacement housing elsewhere.

- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

No Impact. The Project site encompasses 3.4 acres. Currently, the site includes 20,000 square feet of office and approximately 15,100 square feet of light industrial use. The proposed project would result in the removal of these existing uses and the relocation of an existing Costa Mesa Learning Center. The removal of the existing uses and relocation of the existing learning center are not expected to displace people that would necessitate the construction of replacement housing elsewhere.

13. Public Services

Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) *Fire protection?*

Less Than Significant Impact. Information contained in this impact discussion is based in part on a service letter provided by the Newport Beach Fire Department (included in Appendix F) and the General Plan Update EIR for the City of Newport Beach. The Newport Beach Fire Department (NBFD) provides fire protection services for the entire City of Newport Beach. The NAFUD is responsible for reducing loss of life and property from fire, medical, and environmental emergencies. In addition to fire suppression, the NBFD also provides fire prevention and hazard reduction services. The Fire Prevention Division works in conjunction with the City's Planning, Public Works, and Building Departments to ensure that all new construction is built in compliance with local and State building and fire codes, including the provision of adequate emergency access and on-site fire protection measures. The City requires all businesses to be inspected annually for adherence to the fire and life safety codes. Further, the NBFD provides emergency medical services (EMS) from three of its existing fire stations.

Fire stations are strategically located throughout the City to provide prompt assistance to area residents. Each fire station operates within a specific district that comprises the immediate geographical area around the station. Upper Newport Bay (and the circulation challenges it creates) result in Newport Beach having more fire stations per population than typical in order to maintain response times. The fire station that would service the Project site is the Lido Station (#2), which is located at 475 32nd Street, in the City of Newport Beach. The Lido Station has one fire engine, one truck company, and one paramedic unit. The approximate response time for emergency calls in the Project area is 4 minutes, 30 seconds, and the average response times throughout the City of Newport Beach is 4 minutes, 28 seconds.

The NBFD divides its staff into three shifts per day, with 39 personnel working each shift working at the eight Newport Beach fire stations each day. Each of the eight fire stations has one engine company, while three have paramedic vans, and two have ladder trucks. Of the 112 NBFD employees located at the eight NBFD stations, seven paramedics serve per shift. Two are always on duty at Stations 2, 3, and 5 with paramedic ambulances. In addition, Station 8 has 1 paramedic firefighter that rides on the engine. Each engine or truck company has a staff of 3 persons per 24-hour period: 1 captain, 1 engineer (driver), and 1 fire fighter, with the exception that on one engine the firefighter position is staffed with a paramedic firefighter. Each paramedic ambulance has a staff of 2 firefighter-paramedics per 24-hour period.

The proposed Project involves the construction of a three-story learning facility. The Project would be reviewed by the NBFD to ensure that adequate emergency access is provided and that the construction drawings would be reviewed and approved by the State Architect to ensure compliance with state fire codes. The proposed Project would result in an incremental increase in demand for fire prevention services relevant to the net increase in development intensity on the site. However, the proposed Project is not expected to create a substantial increase in calls for service or the need for additional fire protection service to the Project area. Therefore, impacts associated with fire protection would be less than significant.

b) Police protection?

Less Than Significant Impact. The Project site is served by the Newport Beach Police Department, which is headquartered at 870 Santa Barbara Drive, Newport Beach 92660. The Newport Beach Police Department provides all services normally associated with public safety including patrols, investigations, crime analysis, crime prevention, K-9 unit, accident investigations/traffic enforcement, and emergency management/disaster preparedness. The department also operates a helicopter.

The Newport Beach Police Department has an average response time of 4 minutes, 41 seconds for emergency calls throughout the Project area, which is the same as other portions of the City. Additionally, the Department has a mutual aid agreement through the Orange County Chief's and Sheriff's Associations. On a 24 hour basis, the Newport Beach Police Department would have 8 sworn officers available to respond to calls in the Project area.

The proposed Project is expected to incrementally increase the amount of police calls in proportion to the net increase in intensity of land uses proposed by the Project compared to the existing condition. However, the Newport Beach Police Department indicated that the incremental increase related to the proposed Project would not result in significant direct or cumulative impacts to police services. (See Police Service Letter, Appendix F.) Therefore, impacts related to this issue are considered less than significant and no mitigation is required.

c) *Schools?*

No Impact. The proposed Project involves the relocation of a three-story learning facility on the Project site from its current location in the City of Costa Mesa. The proposed learning center would not result in the contribution of additional students to existing schools in the Project area, nor would it require the construction of new or expanded schools. Because the Project would not generate school-aged children, no impacts associated with schools would occur.

d) *Parks?*

Less Than Significant Impact. The proposed Project involves the relocation of a learning facility on the Project site. Students and staff associated with the proposed learning center are not expected to utilize parks in the vicinity of the Project site in any greater intensity than would occur in the existing condition. Therefore, introducing a learning facility to the Project area would not create a demand for public recreational services. Therefore, impacts to parks would be less than significant.

e) *Other public facilities?*

Less Than Significant Impact. The proposed Project would relocate an existing learning center located in the City of Costa Mesa to the Project site. Because the proposed learning center would not result in a significant increase in the number of students generated by the existing learning center, and because the students that would utilize the proposed Project would be expected to be generated from a substantially similar geographic area compared to the existing facility, no significant increase in

demand is expected to be placed on library and hospital services. As a result, impacts related to this issue would be less than significant.

14. Recreation

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

Less Than Significant Impact. The Project proposes to construct a three-story learning facility. Students of the facility would not create an increase in demand for existing recreational facilities. Therefore, impacts related to parks would be less than significant.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

Less Than Significant Impact. The Project proposes a learning facility, which would not increase demand for recreational facilities. As such, the impacts associated with recreational facilities would be less than significant.

15. Transportation/Traffic

The Coastline Community College Newport Beach Learning Center Traffic Report Pursuant to TPO and CEQA was prepared for the proposed Project by Austin-Foust Associates, Inc. in July 2009. The traffic study is included in Appendix E.

Study Area Boundary

The study area includes 26 intersections located within the City of Newport Beach (17) and City of Costa Mesa (9). Of the 17 intersections located within the City of Newport Beach, there are 14 intersection that are subject to the City's Traffic Phasing Ordinance (TPO). The 26 intersections, the jurisdiction of these intersections, and whether the intersection is subject to the City of Newport Beach TPO are shown in Table 16. Those intersections that are no subject to the TPO are included in the evaluation to adequately assess potential traffic impacts in accordance with CEQA.

Table 16: Intersection Jurisdictions

Intersection	Jurisdiction	TPO Intersections
Placentia and Victoria	Costa Mesa	No
Newport and 19th	Costa Mesa/Caltrans	No
Newport and Broadway	Costa Mesa/Caltrans	No
Newport and Harbor	Costa Mesa/Caltrans	No

Intersection	Jurisdiction	TPO Intersections
Newport and / 18th / Rochester	Costa Mesa/Caltrans	No
Superior and 17th	Costa Mesa	No
Newport and 17th	Costa Mesa/Caltrans	No
Monrovia and 16th	Costa Mesa/Newport Beach	No
Placentia and 16th	Costa Mesa/Newport Beach	No
Superior and 16th / Industrial	Costa Mesa	No
Newport and Industrial	Costa Mesa/Caltrans	No
Monrovia and 15th	Newport Beach	No
Placentia and 15th	Newport Beach	Yes
Placentia and Superior	Newport Beach	Yes
Superior and Hospital	Newport Beach	Yes
Placentia and Hospital	Newport Beach	Yes
Newport and Hospital	Newport Beach/Caltrans	Yes
Orange and Coast Highway	Newport Beach/Caltrans	Yes
Prospect and Coast Highway	Newport Beach/Caltrans	Yes
Superior/Balboa and Coast Highway	Newport Beach/Caltrans	Yes
Newport and Coast Highway	Newport Beach/Caltrans	Yes
Riverside and Coast Highway	Newport Beach/Caltrans	Yes
Tustin and Coast Highway	Newport Beach/Caltrans	Yes
Dover and Coast Highway	Newport Beach/Caltrans	Yes
Newport and Via Lido	Newport Beach	Yes
Newport and 32nd	Newport Beach	Yes

Source: Austin-Foust Associates, Inc., 2009 and Michael Brandman Associates, 2009

Existing Site Uses

The project site currently includes approximately 20,000 sq ft of office and approximately 15,100 sq ft of light industrial uses. The existing onsite uses generate approximately 325 average daily trips (ADT), 45 a.m. peak hour trips and 45 p.m. peak hour trips.

Existing Intersections

Existing peak hour intersection volumes for the Newport Beach study intersections were provided by City staff. Although it is not a TPO intersection and the Newport Beach staff did not request its analysis, the stop-controlled intersection of Monrovia Avenue and 15th Street is included in the analysis due to its location adjacent to the project site.

Existing peak hour volumes for the Costa Mesa study intersections were obtained from recent traffic studies and adjusted to 2009 levels based on one percent annual growth rate at the direction of City of

Costa Mesa staff, with the exception of the intersection of Monrovia Avenue at 16th Street, which was counted in early June 2009 by Traffic Data Services, Inc. (TDS). The City of Costa Mesa staff requested the Costa Mesa intersections listed in Table 16 to be evaluated. Newport Boulevard between 17th and 19th has been under construction; therefore, collecting new counts along Newport Boulevard was not practical. The Newport Boulevard construction is expected to be completed in Summer 2009, and the new lane configurations were assumed in the analysis at staff's direction.

The Newport Beach and Costa Mesa intersections are analyzed using the Intersection Capacity Utilization (ICU) methodology. Peak hour intersection volume to capacity ratios are calculated by means of ICU values, and these values correspond to Levels of Service (LOS). A LOS is a qualitative measure used to describe the condition of traffic flow, ranging from excellent conditions at LOS A to overloaded conditions at LOS F. The intersections along Newport Boulevard and Coast Highway are analyzed at the City of Newport Beach staff's request using the Highway Capacity Manual (HCM) delay methodology consistent with Caltrans criteria in addition to the ICU methodology discussed above. The HCM delay methodology evaluates the amount of delay for the vehicle movements at an intersection. A delay of 0 to 10 seconds per vehicle corresponds to LOS A while a delay of more than 80 seconds per vehicle corresponds to LOS F.

Existing level of service based on ICU values and delay values for the study intersections are provided in Appendix E on Table 3 for Newport Beach intersections, Table 4 for Costa Mesa intersections, and Table 5 for Caltrans intersections. As shown in Table 3, all of the Newport Beach study intersections operate at LOS C or better (i.e., less than or equal to 0.80). As shown in Table 4 in Appendix E, all of the Costa Mesa study intersections currently operate at LOS D (less than or equal to 0.90) or better except for the intersections of Newport and Harbor (i.e., 0.973 in the p.m. peak hour) as well as Newport and 18th/Rochester (i.e., 0.970 in the p.m. peak hour) which current operate at LOS E.

Background Volumes

An ambient growth rate of 1.0 percent per year was added to the existing volumes at the City of Newport Beach intersections along Newport Boulevard north of Coast Highway and along Coast Highway and to the City of Costa Mesa intersections. Full occupancy of the project is assumed by Fall 2012; therefore, the study year is 2013. Traffic generated by approved projects in the study area (see Table 6 in Appendix E), obtained from City staff, were added to the existing peak hour volumes to obtain 2013 background peak hour volumes for the intersections prior to the addition of project-related traffic.

Cumulative Volumes

The City of Newport Beach staff provided a list of known but not approved projects for use in a cumulative conditions analysis (see Table 7 in Appendix E). Trip generation and distribution for each cumulative project was also provided by City staff. The City of Costa Mesa also provided a list of

cumulative projects to be included in the analysis. The cumulative projects are in Table 7 in Appendix E.

Performance Criteria

According to the cities of Newport Beach and Costa Mesa, a significant impact at an intersection is defined as an increase of 0.010 or more in the intersection capacity utilization (ICU) value at an intersection that reaches LOS E or F during peak hours.

A significant project impact to the intersections evaluated in accordance with the Caltrans HCM delay methodology is defined as a project causing an intersection to change from LOS A, B, or C to LOS D, E, or F.

Trip Generation

The proposed Learning Center is projected to accommodate 2,390 students. The project will generate 1,420 new daily trips, 194 new a.m. peak hour trips, and 147 new p.m. peak hour trips as shown in Table 17.

Table 17: Project Buildout Trip Generation

Land Use	AM Peak Hour Rates			PM Peak Hour Rates			Daily Trips
	In	Out	Total	In	Out	Total	
Trip Rates							
Learning Center ¹	0.06	0.04	0.10	0.04	0.04	0.08	0.73
Office	1.36	0.19	1.55	0.25	1.24	1.49	11.01
Light Industrial (ITEM 110)	0.81	0.11	0.92	0.12	0.85	0.97	6.97
Existing Use							
Office	-27	-4	-31	-5	-25	-30	-220
Light Industrial	-12	-2	-14	-2	-13	-15	-105
Total Existing Trip Generation	-39	-6	-35	-7	-38	-45	-325
Proposed Trip Generation							
Learning Center	143	96	239	96	96	192	1,745
Total New Trips	104	90	194	89	58	147	1,420
Empirical rates based on driveway counts (Tuesday April 21, 2009) Source: Austin-Foust Associates, Inc., 2009							

Trip Distribution

The trip distribution of project-generated traffic onto the surrounding circulation system was based on the existing Learning Center facility on Mesa Verde Avenue at Baker Street in Costa Mesa because the proposed Learning Center is relocating the school facilities to the project site. Since the existing

as well as the proposed Learning Center serves high school children throughout the Newport-Mesa School District as well as adults throughout the Coast Community College District, the distribution of students, faculty, and staff throughout the District is assumed to be the same at the proposed facility compared to the existing facility. The trip distribution of project-generated traffic onto the surrounding circulation system was determined from the concentration of home zip codes of the existing student population. Approximately 50 percent of the project trips are oriented toward the north along Newport Boulevard, 15 percent is oriented toward the north and west along arterial streets, 10 percent is oriented toward the east, 20 percent is oriented toward the west along Coast Highway, and 5 percent is oriented toward Balboa Peninsula.

Would the Project:

- a) *Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?*

Less Than Significant With Mitigation Incorporated. Based on the above distribution of project trips, a peak hour intersection analysis at the 14 City of Newport Beach study-area intersections was conducted in accordance with the City of Newport Beach Traffic Phasing Ordinance (TPO). The TPO analysis consists of a one-percent analysis and an ICU analysis at Newport Beach signalized study-area intersections. The one-percent analysis compares the proposed project traffic with projected background (existing plus regional growth plus approved projects) plus project peak hour volumes on each leg of the intersection. If project peak hour traffic volumes are less than one percent of the projected background peak hour traffic on each leg of the intersection, no ICU analysis is required. If project peak hour traffic volumes are one percent or greater than the projected background peak hour traffic on each leg of the intersection, an ICU analysis is required.

Table 18 identifies the peak hour project volumes at the study-area intersections and shows whether the proposed project would contribute less than one percent of the total peak hour traffic volumes at each leg of the intersection.

Table 18: Summary of One Percent Analysis

Intersection	AM Peak Hour Project Volumes				Less than 1% of Peak Hour Volumes
	NB	SB	EB	WB	
Placentia and 15 th	31	0	41	16	No
Placentia and Superior	10	27	9	0	No
Superior and Hospital	9	8	0	0	No

Placentia and Hospital	0	9	0	10	No
Newport and Hospital	0	0	9	0	No
Orange and Coast Highway	0	0	9	8	Yes
Prospect and Coast Highway	0	0	9	8	Yes
Superior/Balboa and Coast Highway	0	8	9	0	No
Newport and Coast Highway	0	0	0	0	Yes
Riverside and Coast Highway	0	0	0	0	Yes
Tustin and Coast Highway	0	0	0	0	Yes
Dover and Coast Highway	0	0	0	0	Yes
Newport and Via Lido	0	0	0	0	Yes
Newport and 32 nd	0	0	0	0	Yes
Intersection	PM Peak Hour Project Volumes				Less than 1% of Peak Hour Volumes
	NB	SB	EB	WB	
Placentia and 15 th	27	0	26	13	No
Placentia and Superior	9	18	9	0	Yes
Superior and Hospital	4	9	0	0	No
Placentia and Hospital	0	6	0	9	Yes
Newport and Hospital	0	0	6	0	Yes
Orange and Coast Highway	0	0	9	4	Yes
Prospect and Coast Highway	0	0	9	4	Yes
Superior/Balboa and Coast Highway	0	4	9	0	Yes
Newport and Coast Highway	0	0	0	0	Yes
Riverside and Coast Highway	0	0	0	0	Yes
Tustin and Coast Highway	0	0	0	0	Yes
Dover and Coast Highway	0	0	0	0	Yes
Newport and Via Lido	0	0	0	0	Yes
Newport and 32 nd	0	0	0	0	Yes
Notes: SB = Southbound NB = Northbound EB = Eastbound WB = Westbound Source: Austin-Foust Associates, Inc., June 2009.					

As shown in Table 18, the proposed project would contribute one percent or more of the total background (existing plus growth plus approved projects) plus project volumes at 9 intersections in the City of Newport Beach. Although only 9 intersections required an ICU analysis because they did not pass the one percent analysis in accordance with the TPO, the ICU analysis is performed for all signalized study intersections, including non-

TPO intersections in the City of Costa Mesa and the TPO intersections in Newport Beach which contributed less than one percent peak hour volumes and met the one percent analysis.

Existing lane configurations were assumed, and a capacity of 1,600 vehicles per hour (vph) per lane was utilized. The ICU analysis was performed for City of Newport Beach and City of Costa Mesa signalized study area intersections and the HCM delay methodology was used for the City of Newport Beach and Costa Mesa unsignalized study intersections. In addition, the intersections under Caltrans jurisdiction were evaluated using the HCM delay methodology. Following are the project analyses under the existing plus project, 2013 background plus project, and 2013 cumulative plus project conditions.

City of Newport Beach

Tables 9, 10, and 11 in Appendix E include the ICU evaluation for the 14 Newport Beach signalized study intersections and the HCM delay methodology evaluation for one Newport Beach stop-controlled study intersection during the AM and PM peak hours. As shown in Tables 9, 10, and 11 in Appendix E, the 14 Newport Beach signalized study intersections and the Newport Beach stop-controlled study intersection operate at LOS D or better. Therefore, the project has no significant impact on the Newport Beach study intersections under existing plus project, 2013 background plus project, and 2013 cumulative plus project conditions during the AM and PM peak hours.

City of Costa Mesa

Tables 12, 13, and 14 in Appendix E include the ICU evaluation for the 10 Costa Mesa signalized study intersections and the HCM delay methodology evaluation for one Costa Mesa stop-controlled study intersection during the AM and PM peak hours. As shown in Tables 12 (existing plus project) and 13 (2013 background plus project) in Appendix E shows that there are two intersections (Newport & Harbor and Newport & 18th/Rochester) that operate at LOS E and the remaining study intersections operate at LOS D or better. In addition, Tables 12 and 13 in Appendix E shows that the project has no significant impact on Costa Mesa study intersections during the AM and PM peak hours.

Table 14 (2013 cumulative plus project) in Appendix E shows six intersections (Placentia & Victoria, Newport & 19th, Newport & 18th/Rochester, Superior & 17th, and Newport & 17th) that would operate at LOS E or F. The remaining Costa Mesa intersections operate at LOS D or better. In addition, Table 14 in Appendix E shows that the project will have a significant impact on the intersection of Superior Avenue at 17th Street in the City of Costa Mesa during the AM and PM peak hours. The intersection will operate at LOS E during the AM peak hour with the addition of project-generated traffic of 1.3 percent

(0.013) and operate at LOS F during the PM peak hour with the addition of project-generated traffic of 1.0 percent (0.010). The proposed project will not have a significant impact on the remaining Costa Mesa study intersections.

Table 19 shows the cumulative plus project ICU analysis for the intersection at Superior Avenue at 17th Street during the AM and PM peak hours.

Table 19: ICU Analysis and Corresponding Levels of Service for Cumulative Conditions

	Without Project		With Project		Project Impact on ICU Value	
	AM	PM	AM	PM	AM	PM
Superior and 17 th	0.989/ LOS E	1.021/ LOS F	1.002/ LOS E	1.031/ LOS F	0.013	0.010
Notes: Level of service ranges: .000 - .600 A; .601 - .700 B; .701 - .800 C; .801 - .900 D; .901 - 1.000 E; Above 1.001 F Source: Austin-Foust Associates, Inc., July 2009.						

As shown on Table 19, the intersection would operate at LOS E or LOS F, and the project would contribute 1.0 percent or more during the AM and PM peak hours during cumulative plus project conditions. Therefore, the project would significantly contribute to a significant cumulative impact on the intersection of Superior Avenue at 17th Street in the City of Costa Mesa. The following mitigation measure is required.

TC-1 Prior to occupancy, the westbound approach of the Superior and 17th intersection shall be re-stripped to provide a westbound left-turn lane, a shared left-turn/through lane, and a through lane. In addition, a split phasing in the east-west direction is required. The Coast Community College District shall provide its fair share (5 percent) of the improvement cost.

After the implementation of TC-1, the A.M. peak hour would improve to 0.951 compared to 0.989 under the cumulative without project condition, but the level of service would remain at LOS E. In addition, after implementation of TC-1, the PM peak hour would improve to 0.880 compared to 1.021 under the cumulative without project condition, and the level of service would improve from LOS F to LOS D. Therefore, after the implementation of TC-1, the AM and PM peak hour ICUs at the Superior Avenue at 17th Street intersection would improve compared to the cumulative without project condition, and the project's impact would be less than significant.

Caltrans

Tables 16, 17, and 18 in Appendix E include the HCM delay methodology evaluation at the Caltrans study intersections for the existing plus project, 2013 background plus

project, and 2013 cumulative plus project conditions during the AM and PM peak hours. This evaluation included 14 intersections under the jurisdiction of Caltrans. As shown in Tables 16, 17, and 18, the project would not generate AM and PM peak hour traffic that would change the level of service. Therefore, the project would result in less than significant traffic impacts on intersections under the jurisdiction of Caltrans during the AM and PM peak hours.

- b) *Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?*

Less Than Significant With Mitigation Incorporated. As discussed above, the proposed project would contribute peak hour traffic volumes to intersections that are currently or are projected to operate at LOS E or LOS F. The project would contribute one percent or more to one of the study intersection (Superior and 17th) that would operate at LOS E or F during the AM or PM peak hour. The Superior and 17th intersection would operate at LOS E during the AM peak hour and LOS F during the PM peak hour. Therefore, the proposed project would result in a significant traffic impact at the Superior and 17th intersection in the City of Costa Mesa. The following mitigation measure is required.

TC-1 Prior to occupancy, the westbound approach of the Superior and 17th intersection shall be re-stripped to provide a westbound left-turn lane, a shared left-turn/through lane, and a through lane. In addition, a split phasing in the east-west direction is required. The Coast Community College District shall provide its fair share (5 percent) of the improvement cost.

After the implementation of TC-1, the A.M. peak hour would improve to 0.951 compared to 0.989 under the cumulative without project condition, but the level of service would remain at LOS E. In addition, after implementation of TC-1, the PM peak hour would improve to 0.880 compared to 1.021 under the cumulative without project condition, and the level of service would improve from LOS F to LOS D. Therefore, after the implementation of TC-1, the AM and PM peak hour ICUs at the Superior Avenue at 17th Street intersection would improve compared to the cumulative without project condition, and the project's impact would be less than significant.

The intersections under the jurisdiction of Caltrans were also evaluated and as described above, project generated traffic would not result in a change in the level of service at any of the Caltrans study intersections.

The Orange County Congestion Management Program (CMP) requires a traffic impact analysis for projects which generate 2,400 average daily trips (ADT) or more. The

proposed project is forecast to generate 1,420 trips; therefore, the project is exempt from the preparation of a full CMP impact analysis.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

No Impact. The nearest airport to the Project site is John Wayne Airport (JWA) located approximately 4.5 miles from the site. The Project would construct a three-story learning facility; however, the height of the structure is not expected to affect air traffic patterns. Additionally, due to the relatively small size of the Project, the proposed school would not affect air traffic at John Wayne Airport.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

No Impact. The proposed project will increase traffic volumes in the project vicinity. The Coastline Community College Newport Beach Learning Center TPO prepared by Austin-Foust Associates, Inc. in June 2009 evaluated the intersection of Monrovia Avenue and 15th Street to determine if the projected increase in traffic would warrant a traffic signal. The intersection was evaluated under existing, background, and cumulative conditions using the Caltrans Peak Hour Signal Warrant analysis. As shown in Table 10 in Appendix E, a traffic signal warrant was not met under any of the three scenarios. Therefore, the existing all-way stop sign would continue to be adequate to accommodate project traffic. The proposed project would not substantially increase traffic hazards in the project area.

- e) *Result in inadequate emergency access?*

No Impact. Access to the learning facility will be provided along Monrovia Avenue via two driveways. The design of the proposed facilities will provide adequate emergency access on the project site. Therefore, the proposed project would result in no impacts on emergency access.

- f) *Result in inadequate parking capacity?*

No Impact. The proposed project includes a relocation of the existing Costa Mesa Learning Center to the project site. The existing Costa Mesa facility has 2,240 students that attend class, and the site has 189 parking spaces. There are currently no assigned parking spaces at the Costa Mesa facility and 20 parking spaces accommodate the staff and faculty during peak parking demand periods (pers. comm., K McElroy, July 14, 2009). In addition, approximately 85 to 90 percent of the existing parking at the Costa Mesa facility is used during the peak parking demand periods (pers. comm., K McElroy,

July 14, 2009). The proposed project will increase the number of Early College High School (ECHS) students by 150 students, and the project includes approximately 198 parking spaces. Based on the ratio of students to parking spaces at the existing Costa Mesa facility (i.e., approximately 90 percent of the 189 parking spaces are used during peak parking demand periods for 2,240 students), the increase of 150 new ECHS students for a project facility total of 2,390 students would result in a project demand of less parking spaces than currently provided at the existing Costa Mesa facility. The inclusion of approximately 198 parking spaces on the project site would adequately accommodate daytime and evening parking demands. Therefore, the proposed project would not result in parking impacts.

- g) *Conflict with adopted policies, plans or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?*

No Impact. The proposed project includes a student drop-off on the project site adjacent to Monrovia Avenue. This drop off area is for Newport-Mesa School District buses to drop off high school age students. The project also includes bicycle racks for those who ride to school. The implementation of these project features would not conflict with the City's adopted policies relating to alternative transportation.

16. Utilities and Service Systems

The proposed Project site would be served by several utility providers. The utility providers are each indicated below according to the respective service that they would provide:

Domestic Water	Mesa Consolidated Water District
Municipal Sewer Conveyance	City of Newport Beach
Wastewater Treatment	Orange County Sanitation District
Solid Waste	OC Waste & Recycling
Electricity	Southern California Edison
Natural Gas	Southern California Gas Company

Would the Project:

- a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

Less Than Significant Impact. The proposed Project would replace the existing buildings located at the Project site. Wastewater from the Project site would be conveyed to the municipal sewer system owned and operated by the City of Newport Beach. The City conveys all wastewater to the Orange County Sanitation District (OCSD) for wastewater treatment. OCSD operates two wastewater treatment plants, where water is treated before flowing to the Pacific Ocean, or is diverted for use as reclaimed water. Because the project would be operated as a educational facility, a land use that wouldn't typically be associated with contaminated wastewater, the proposed learning center would not generate wastewater containing pollutants nor result in exceedance of wastewater treatment requirements. Moreover, the proposed Project would replace existing light industrial/laboratory uses that currently contribute wastewater to OCSD facilities. OCSD facilities are sized to accommodate new development in participating Orange County cities, including the wastewater that would be generated by the proposed Project.

Because the Project would not generate wastewater containing pollutants and would not exceed the capacity of the OCSD wastewater treatment facilities, the Project would not exceed wastewater treatment requirements of the Regional Water Quality Control Board. Accordingly, impacts to wastewater treatment facilities would be less than significant.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

Less Than Significant Impact. The Project site is within an urbanized area of Newport Beach and contains existing water and wastewater infrastructure to which the proposed Project will be connected. The development of the proposed Project would replace existing industrial and office land uses on the Project site that may generate higher demand for water and wastewater services compared to the proposed Project. Based on information received from The Mesa Consolidated Water District (MCWD), the existing MCWD facilities are sized to adequately accommodate the proposed development. The OCSD wastewater treatment facilities have been constructed to accommodate growth within their service area which includes the City of Newport Beach. According to OCSD, the OCSD treatment plant capacity at Treatment Plant 2 in Huntington Beach is 168 million gallons per day. The treatment plant processes an average of 129 million gallons per day. Wastewater generated from the proposed learning center could be accommodated by the existing OCWD treatment plant facilities based on the available capacity of the treatment plant. Therefore, impacts to water and wastewater treatment facilities would be less than significant.

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

Less Than Significant Impact. In the existing condition, runoff generally drains towards Monrovia Avenue, where flows are conveyed to the existing curb and gutters located along Monrovia Avenue. Storm water would be conveyed south for approximately 500 feet to a catch basin that is located at the Monrovia Avenue cul-de-sac. According to City staff, there have been no drainage issues that have been identified in the project vicinity. Implementation of the proposed Project will include design features to retain storm water on the project site. These design features include permeable parking lot surfaces, landscaping and vegetative roofs. Although these features would contribute to reducing the amount of storm water leaving the Project site, there still will be storm water conveyed to a proposed curb and gutter system along the project's frontage. The amount of storm water conveyed offsite is not expected to be substantial, and the existing catch basin and storm drain at the Monrovia Avenue cul-de-sac is expected to be adequate to accommodate runoff from the Project site (pers. com., j. Auger, July 14, 2009). Therefore, implementation of the proposed Project would result in less than significant impacts on the existing storm drain system.

- d) *Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?*

Less Than Significant Impact. Domestic water service would be provided by MCWD. MCWD provides water service to more than 110,000 customers in an 18 square mile area. The service area includes the City of Costa Mesa, parts of Newport Beach, and some unincorporated sections of Orange County, including the John Wayne Airport. MCWD's water is a blend of local ground water and imported water from Northern California and the Colorado River. From MCWD's nine wells, groundwater is pumped from Orange County's groundwater basin, which is replenished by water from the Santa Ana River and imported water purchased from the Metropolitan Water District of Southern California.

MCWD operates two reservoirs, the first reservoir (10 million gallons capacity) is located at 1965 Placentia Avenue and the second one (18 million gallons) at 2340 Orange Avenue. As required for all new development within the jurisdiction of MCWD, the Coast Community College District will have an engineer calculate the demand for the Project at buildout, and then calculate the appropriate on-site domestic water facilities, which would be reviewed and approved by MCWD.

The proposed Project would replace existing commercial and light industrial land uses on the Project. Additionally, the proposed Project would relocate the existing learning center located in Costa Mesa, which is also within the service area for MCWD and generates demand for domestic water from MCWD in the existing condition. As indicated in a service letter from MCWD, contained in Appendix F of this IS/MND, any net increase in water demand anticipated by the Project would be met by existing entitlements. Furthermore, the proposed learning center includes various energy efficiency measures that would reduce the demand for water. These measures are identified in section 1.11.3 of this MND and include water efficient landscape and irrigation systems and water efficient plumbing fixtures. Accordingly, impacts related to this issue would be less than significant.

- e) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less Than Significant Impact. The City of Newport Beach provides wastewater service for the Project site, and wastewater flows from the Project would eventually flow to OCSD wastewater treatment facilities. OCSD facilities are sized to accommodate new development in participating Orange County cities, including the wastewater that would be generated by the proposed Project. Accordingly, OCSD would have capacity to serve the Project's wastewater needs and associated impacts would be less than significant.

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

Less than Significant Impact. The information contained in this analysis is based in part on a service letter provided by OC Waste & Recycling, which is included in Appendix F of this document. The Project site would be served by the Frank R. Bowerman Landfill, located at 11002 Bee Canyon Access Road, immediately north of the City of Irvine. The Frank R. Bowerman Landfill is permitted to accept up 8,500 tons of solid waste per day and currently receives an average of approximately 6,000 tons of solid waste per day. The landfill was recently expanded and now has an estimated remaining capacity of 62.6 million cubic yards (as of June 30, 2008) and is anticipated to close in 2053. There are no additional plans for expanding the landfill. OC Waste & Recycling provides for 15-years of countywide solid waste disposal capacity, in conformance with the California Integrated Waste Management Act of 1989. Because capacity exists to accommodate solid waste generated by the relocation of the proposed Project, implementation of the Project would not result in either a project-specific or cumulative significant impact to solid waste disposal capacity, and no mitigation would be required.

- g) *Comply with federal, state, and local statutes and regulations related to solid waste?*

Less Than Significant Impact. See impact discussion for 16.f above. Because capacity exists in the landfill serving the Project area, the proposed Project would result in less than significant impacts associated with this issue.

- h) *Include a new or retrofitted storm water treatment control Best Management Practice (BMP), (e.g. water quality treatment basin, constructed treatment wetland), the operation of which could result in significant environmental effects (e.g. increased vectors and odors)?*

No Impact. The proposed project does not include storm water treatment control BMPs that would result in significant environmental effects such as increased vectors and odors.

17. Climate Change

- a) *Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?*

Less than Significant Impact. The City of Newport Beach and the SCAQMD do not have an adopted Greenhouse Gas Reduction Plan; therefore, significance will be determined by whether the project will hinder or delay California's ability to meet the reduction targets in AB 32. The following information in this section is a summary of the analysis in the Air Quality and Climate Change Analysis contained in Appendix A.

The Project would emit approximately 2,148 metric tons of carbon dioxide equivalents (MTCO₂e) during construction from exhaust from onsite equipment, delivery vehicles, and employee vehicles. Operational emissions are shown in Table 20.

Table 20: Net New Operational Greenhouse Gases (Unmitigated)

Source	Emissions (MTCO ₂ e per year)
Motor vehicles	2,754
Natural gas	423
Electricity	294
Refrigerants	174
<i>Subtotal: Project</i>	<i>3,645</i>
<i>Existing</i>	<i>- 1,157</i>
Total Net New Emissions	2,488

MTCO₂e = metric tons of carbon dioxide equivalents (includes carbon dioxide, methane, nitrous oxide, and hydrofluorocarbons).

Source: Air Quality and Climate Change Analysis, 2009, Appendix A.

The proposed Project is implementing design features (as identified in Section 1.11.3 of this Initial Study) that would reduce increase energy efficiency, decrease electricity use, decrease water use, reduce waste, and encourage alternative transportation. The Project includes a learning center, which may reduce vehicle miles traveled by students who would otherwise travel farther distances to go to another center using the public transit system. The Project would be consistent with the City of Newport Beach General Plan policies that would reduce greenhouse gas emissions. The Project would also be consistent with the applicable measures in ARB's Scoping Plan, which was prepared pursuant to AB 32. Therefore, the Project would not hinder or delay implementation of AB 32.

18. Mandatory Findings of Significance

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?*

Less Than Significant. The proposed learning facility will not have the potential to degrade the quality of the natural environment, and will not impact important biological resources (i.e., endangered, threatened, or rare plant or wildlife species). The implementation of Mitigation Measure BR-1 would ensure impacts to migratory birds would be less than significant. The structures that previously occupied the site were not considered a historical resource. In addition, Mitigation Measures CR-1, CR-2, and PR-1 through PR-4 would ensure impacts to archaeological and paleontological resources would be less than significant.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

Less Than Significant Impact. The implementation of the proposed project will contribute to cumulative environmental impacts. Based on information received from the cities of Newport Beach and Costa Mesa, there are a number of cumulative projects (see Appendix G).

The cumulative analysis discussed in this section depends on the environmental component that is analyzed. The majority of the environmental issues are discussed based on the cumulative project list in Appendix G. Air quality is discussed based on projections provided in the South Coast Air Basin Plan.

Agricultural Resources, Biological Resources, Geology and Soils, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, and Recreation

As discussed in Section 2, the proposed Project would not result in impacts to these environmental components or these impacts would be site specific such as geology and soils. Therefore, the project would not contribute to any cumulative impacts associated with these issues.

Aesthetics, Hazards and Hazardous Materials, Population and Housing, Public Services, and Utilities and Service Systems

Implementation of the proposed project would result in less than significant impacts to these environmental issues. Although the project would contribute to cumulative aesthetic, hazards and hazardous materials, population and housing, public services and utility and service system impacts, these impacts would be less than cumulatively considerable due to the relative small size of the proposed learning center.

Cultural Resources

Implementation of the proposed project would contribute to potential cumulative impacts to cultural resources. The proposed project will be implementing mitigation measures to reduce its impact on cultural resources to less than cumulatively considerable. Therefore, the proposed project would result in a less than significant cumulative impact on cultural resources.

Air Quality, Noise, and Transportation and Circulation

The cumulative analysis for each of these environmental issues is addressed in their respective area in Section 2. Cumulative air quality is discussed in Section 2.3, cumulative noise is discussed in Section 2.11, and cumulative traffic is discussed in Section 2.15 of this IS/MND. Mitigation measures are recommended to reduce potential impacts to less than significant. In addition, these measures would reduce the project's impact contribution to less than cumulatively considerable. Therefore, cumulative air quality, noise, and transportation/circulation impacts associated with the project would be less than significant.

- c) *Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less Than Significant Impact. Implementation of the proposed Project would result in the construction of a 67,000 sq ft learning facility. All potentially significant impacts discussed throughout this document can be mitigated to a level of insignificance. Therefore, the Project is not expected to have an adverse effect on human beings either directly or indirectly.



SECTION 4: REFERENCES

California Climate Change Center (CCCC). 2006. Our Changing Climate, Assessing the Risks to California: A Summary Report from the California Climate Change Center. July 2006. CEC-500-2006-077. www.climatechange.ca.gov/biennial_reports/2006report/index.html

City of Newport Beach General Plan, approved November 7, 2007.

Environmental Data Resources, Inc. (EDR). 2006, 1527-1533 Monrovia Avenue, Inquiry Number: 1677432.2s. May 17,

South Coast Air Quality Management District (SCAQMD) 1993/1993. CEQA Handbook. Available at SCAQMD, 21865 Copley Dr, Diamond Bar, California, 91765.

City of Newport Beach General Plan Update EIR, April, 2006.



SECTION 5: LIST OF PREPARERS

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August 13, 2009

Kevin McElroy
Coastline Community College District
11460 Warner Avenue
Fountain Valley, CA 92708

Subject: **Response to Comments for Newport Beach Learning Center Project**

Mr. McElroy,

Subsequent to circulating the Draft Initial Study/Mitigated Negative Declaration for the Newport Beach Learning Center project for public review on July 7, 2009, the Coastline Community College District has received one comment letter from the City of Costa Mesa addressing the Draft Initial Study/Mitigated Negative Declaration. The comments addressed issues related to hazardous materials and traffic.

Attachment A provides the comment letter from the City of Costa Mesa. Attachment B provides a response to the comment letter, divided into two sections corresponding to the subject area of each comment. Each comment is addressed individually, in accordance with the numbering contained in the City of Costa Mesa comment Letter.

This Response to Comments and the Draft Initial Study/Mitigated Negative Declaration constitute the Final Initial Study/Negative Declaration for use by the Coastline Community College District decisionmakers in their review of the Newport Beach Learning Center Project.

Sincerely,

Shawn Nevill, Project Manager
Michael Brandman Associates
220 Commerce, Suite 200
Irvine CA 92602

Enc: **Attachment A: City of Costa Mesa Comment Letter**
Attachment B: Response to Comments

and Being "Qualified" - which is the same as the "Qualified" criteria.

Attachment A: City of Costa Mesa Comment Letter



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

DEVELOPMENT SERVICES DEPARTMENT

August 5, 2009

Kevin McElroy
Coastline Vice President of Administrative Services
Coast Community College District
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Subject: Mitigated Negative Declaration – Newport Beach Learning Center

Dear Mr. Elroy:

Thank you for the opportunity to provide comments on the proposed Mitigated Negative Declaration related to the proposed Newport Beach Learning Center at the northwest corner of Monrovia Avenue and terminus of 15th Street in City of Newport Beach.

The City of Costa Mesa is requesting that the following comments be considered in the Mitigated Negative Declaration for the project:

1. Hazard and Hazardous Materials:

- a. The project location is in proximity to various light industrial uses including boat and auto repair facilities. The MND includes a detailed analysis of previous uses on this site and within ¼ mile of the site with respect to storage of hazardous materials and soil contamination. However, the analysis does not refer to any testing related to ground water contaminations that are typical for sites previously used for boat and auto repair. Recently, for a development proposal north of the site, City of Costa Mesa required installation of a vapor barrier to address potential soil and ground water contamination. It is recommended that additional soil and water testing be conducted and appropriate mitigation measures adopted to protect the future occupants of the buildings.

9. Transportation/Traffic:

- a. In order to accurately reflect trips generated by the proposed facility no credit should be given for the displacement of trips from the existing facility. This is consistent with the methodology prescribed by the City of Newport Beach Traffic Phasing Ordinance (TPO).

Mr. McElroy
August 5, 2009
MND – Newport Beach Learning Center
Page 2

- b. The following intersections where impacts are documented by the Intersection Capacity Utilization (ICU) methodology should be further analyzed in more detail using the Highway Capacity Manual (HCM) delay methodology consistent with Caltrans criteria.
 - a) Newport & Harbor
 - b) Newport & 18th/Rochester
 - c) Superior & 17th
- c. Intersection column headings on Tables 13 and 14 should be corrected to state "Costa Mesa Intersections"

Sincerely,



KIMBERLY BRANDT, AICP
Acting Development Services Director

cc: Peter Naghavi, Public Services Director
Raja Sethuraman, Transportation Svs. Mgr.
Claire Flynn, Principal Planner
Minoo Ashabi, Senior Planner

Attachment B: Response to Comments

City of Costa Mesa Comment Letter**Response to Comments Regarding Hazards and Hazardous Material***Comment 1 (a)*

The commenter accurately indicates that the project is located in an area where light industrial activities have historically occurred, and continue to take place. As part of the Phase I Environmental Site Assessment (ESA) located in Appendix C of the IS/MND, an evaluation of all hazardous materials cases occurring within the project vicinity was performed. The evaluation determined that the project site was listed in the database searches, specifically in regards to hazardous waste permits for existing uses on the project site. The Initial Study accurately identified the inclusion of the project on the database listings, and thoroughly identified associated impacts.

The commenter stated that additional soil testing and ground water contaminate testing be conducted. As part of the preparation of the ESA, a thorough site reconnaissance was conducted, and an evaluation of the previous activities on the project site was provided. The ESA did not identify any circumstances that would warrant groundwater contamination testing. Furthermore, no significant impacts related to soil contamination was identified as part of the ESA. Because no significant impacts associated with hazardous materials were identified for the project, no mitigation is required. All impacts associated with this issue were fully evaluated in the Initial Study.

Although no mitigation associated with soil contamination was identified, due to the nature of the project's proposed operation as an educational facility, it will be required to comply with California Building Standards Administrative Code, Section 4-317 (e). The requirements under this Code provide that the project conduct soil contamination testing prior to the construction of the proposed project.

Response to Comments Regarding Transportation and Traffic*Comment 9a*

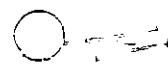
The existing facility in Costa Mesa is currently generating trips that originate from areas in and around Newport Beach as determined from current student addresses. These existing trips were assigned in the Traffic Impact Report (Appendix E of the IS/MND) to the circulation system assuming the most direct and logical routes to the existing Costa Mesa facility, similar to the assignment of project trips to the proposed site. To ignore these existing trips would double-count the effects of the proposed project. Therefore, the traffic analysis took credit for these existing trips in the study area. The Newport Beach TPO does not address the issue of credit for existing uses that are being relocated to a proposed location (i.e., neither recommending nor prohibiting the use of credit for existing relocated trips). Therefore, the traffic impact analysis was properly conducted in accordance with the Newport Beach TPO. No further response is required.

Comment 9b

As stated in the Traffic Impact Report, the project has a significant impact on the intersection of Superior Avenue and 17th Street under cumulative conditions based on the ICU methodology, and intersection improvements were identified to mitigate project impacts at this location. The project has no significant impacts on the intersections of Newport Boulevard at Harbor Boulevard and Newport Boulevard at 18th Street/Rochester Street based on the ICU methodology and based on Caltrans' Highway Capacity Manual (HCM) criteria. The application of ICU and HCM methodology was properly used in the evaluation of impacts to intersections in the City of Costa Mesa. No changes are required in the Traffic Impact Report, and no further response is required.

Comment 9c

Table 13 and Table 14 of the IS/MND relate to Noise. It is assumed in this response to comment that the commenter is referencing Table 13 and Table 14 of the Traffic Impact Report. The commenter correctly identifies that the two above referenced Traffic Impact Report tables should indicate "Costa Mesa Intersections" in the column heading. Therefore, the Traffic Impact Analysis is hereby revised to properly indicate the jurisdiction of the intersections. The revision does not affect the analysis contained in the Traffic Impact Analysis, and does not affect the significance conclusions. Moreover, no revisions to the findings in the IS/MND are required as a result of this revision. All impacts associated with Transportation and Traffic were properly identified in the IS/MND. No further response is necessary.



Dedicated Access Service Agreement

This Dedicated Access Service Agreement (the "Agreement") is entered into as of this 20th day of August, 2009 (the "Effective Date"), by and between the Goldenwest College located at 7112 McFadden Ave., Huntington Beach, CA 92647 ("Customer") and the Los Angeles division of Time Warner Cable, with offices located at 3430 E. Miraloma Ave., Anaheim, CA 92806 ("TWC"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

1. **SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Dedicated Access" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Service"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.
2. **INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.
3. **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, routers and other TWC-installed- equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing reboots, as requested by TWC.
4. **CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, [www.twcbc.com/la], as may be modified from time to time by TWC. Customer agrees not to resell or make any use of the Service other than for Customer's internal business purposes. Customer agrees to use the Service solely for data services. Customer shall maintain the Equipment free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to TWC's then-current network specifications and system requirements for the Service.
5. **TERM.** The Agreement shall be in effect for the Initial Term of Service set forth on Exhibit A, and unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a monthly basis unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of such party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term").
6. **PAYMENT.** Customer agrees to pay TWC the one-time Service installation fee and monthly recurring Service fees (collectively the "Service Charges") set forth on Exhibit A in accordance with the following payment terms: Service Charges will be billed to Customer monthly in accordance with TWC's regular billing schedule and are payable within thirty (30) days after the date of invoice. Customer shall be responsible for all use, sales and other taxes and governmental charges applicable to the Service (which taxes and charges are not included in the Service Charges), except for taxes payable on TWC's net income. TWC shall have the right to increase Service Charges after the Initial Term upon thirty (30) days advance written notice to Customer. TWC may charge a late fee for all overdue amounts. The late fee will be the lesser of 1½% or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, TWC may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. TWC may require a security deposit, letter of credit, advance payment for Service or other reasonable assurances of payment from Customer.

7. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) TWC's Proprietary Rights. All materials, including, but not limited to, any Equipment (including related firmware), software, data or information developed or provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not reproduce, modify or distribute the TWC Materials, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer are reserved to TWC. Customer will not open, alter, misuse, tamper with or remove the Equipment as and where installed by TWC, and will not remove any markings or labels from the Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Except as otherwise required by applicable law, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.
8. **MONITORING AND MODIFICATIONS.** TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters). TWC shall have the right, but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use or any Service descriptions. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email. Customer's continued use of the Service after such notice shall constitute Customer's acceptance of such change.
9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day period. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Terms of Use, TWC may suspend or discontinue Customer's Service in whole or in part without advance notice. In the event of a suspension, TWC may require a reconnect charge to restart the suspended Service. Upon the termination or expiration of this Agreement: (a) TWC's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fee, if any; (c) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement, at TWC's discretion, of any Equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of this Agreement by Customer, Customer shall promptly pay TWC a termination fee equal to the Service Charges that would have been due for the remainder of the Initial Term or the then-current renewal term, as applicable, and any unpaid portion of the Installation Fee set forth on Exhibit A. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.
10. **INDEMNIFICATION.**
- a) Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to (i) the use of the Service, including but not limited to a breach of Section 4 herein; or (ii) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents.
 - b) TWC agrees to defend, indemnify and hold harmless Customer, its affiliates, and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to personal injury or property damage caused by the negligence or willful misconduct of TWC or its employees or agents.
11. **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.
13. **NOTIFICATIONS.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, which is incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any similar agency. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.
14. **FORCE MAJEURE.** TWC shall have no liability to Customer hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Service.
15. **REGULATORY AND LEGAL CHANGES; TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any increase in universal service fees or other government imposed charges, that increases the costs or other terms of delivery of Service to Customer, Customer acknowledges and agrees that TWC may pass through to Customer any such increased costs. Further, in the event that TWC is required to file tariffs with the appropriate regulatory agency or otherwise publish rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or published rates shall govern TWC's delivery of, and Customer's consumption or use of, the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service without liability by giving Customer thirty (30) days prior written notice (or such shorter notice as is required by law or regulation) of such determination.
16. **ENTIRE AGREEMENT.** This Agreement, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect.
17. **MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law principles. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement, including without limitation, in whole or in part, to any Time Warner Cable Inc. affiliated party without the prior written approval of or notice to Customer. Customer shall make no press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. All claims under this Agreement must be initiated not later than two years after the claim arose. There are no third party beneficiaries to this Agreement. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any TWC affiliate, including without limitation Road Runner HoldCo LLC, as well as by TWC and/or its subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of

Addendum 1

Service Level Agreement

NETWORK LATENCY

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis and regional basis.

No SLA is offered for IP packets traversing the public Internet. (Defined as the RRCS Headend router interface connecting to the Tier 1 provider, ADTN or Level3, and beyond). For Internet Access, the TW Cable/Road Runner network is an extension of the public Internet.

RRCS will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 60ms on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

DIVISION NETWORK LATENCY

Division Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub and either the Tier 1 provider port on the Internet facing router in the Head End or the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub at the other end of the Private Line circuit within the Division.

INTRA-REGIONAL NETWORK LATENCY

Intra-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter).

INTER-REGIONAL NETWORK LATENCY

Inter-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Inter-Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter). Inter-Regional services are not available for this product release.

END-TO-END NETWORK AVAILABILITY

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a Road Runner Commercial Services Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting Road Runner Commercial Services to the Tier 1 provider, divided by the total number of minutes in a billing month expressed as a percentage. A billing month has 43,200 minutes.

End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

End-to-End Network Availability covering Type 1 (On-Net) access is 99.95% that translates to 21.6 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with Road Runner Commercial Services CSC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 99.95% Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

PACKET LOSS

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 0.1% Packet Loss on average between Time Warner Hubs to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

OUTAGE CREDITS

In the event that the customer experiences an outage of service and remote diagnosis through the company's Customer Support Center (CSC) have proved unsuccessful, the company will provide onsite response within 4 hours. The 4 hour window begins when remote diagnostics have been unsuccessful. In the event that the outage is found to be the company's responsibility, excluding the instance of force majeure as expressed in section 14 in this agreement, and the service is not restored within the 4 hour windows stated above the customer would be entitled to a week's credit of the monthly fee up to a maximum of 4 week's credit for a consecutive outage lasting up to 24 hours or more.



FIRST AMENDMENT TO LEASE

I. PARTIES AND DATE.

This First Amendment to Lease (the "Amendment") dated _____, 2009, is by and between THE IRVINE COMPANY LLC, a Delaware limited liability company, formerly The Irvine Company, a Delaware corporation ("Landlord"), and COAST COMMUNITY COLLEGE DISTRICT, a public educational entity ("Tenant").

II. RECITALS.

On September 20, 2004, Landlord and Tenant entered into a lease ("Lease") for space in a building located at 125 Technology Drive, Suite 200, Irvine, California ("Premises").

Landlord and Tenant each desire to modify the Lease to extend the Lease Term, to adjust the Basic Rent and to make such other modifications as are set forth in "III. MODIFICATIONS" next below.

III. MODIFICATIONS.

A. Basic Lease Provisions. The Basic Lease Provisions are hereby amended as follows:

1. Item 5 is hereby deleted in its entirety and substituted therefor shall be the following:

"5. Lease Term: The Term of this Lease shall expire at midnight on January 31, 2015"

2. Item 6 is hereby amended by adding the following:

"Commencing February 1, 2010, the Basic Rent shall be Twenty Four Thousand One Hundred Fifty-Six Dollars (\$24,156.00) per month, based on \$1.10 per rentable square foot.

Commencing February 1, 2011, the Basic Rent shall be Twenty Five Thousand Two Hundred Fifty-Four Dollars (\$25,254.00) per month, based on \$1.15 per rentable square foot.

Commencing February 1, 2012, the Basic Rent shall be Twenty Six Thousand Three Hundred Fifty-Two Dollars (\$26,352.00) per month, based on \$1.20 per rentable square foot.

Commencing February 1, 2013, the Basic Rent shall be Twenty Seven Thousand Four Hundred Fifty Dollars (\$27,450.00) per month, based on \$1.25 per rentable square foot.

Commencing February 1, 2014, the Basic Rent shall be Twenty Eight Thousand Five Hundred Forty-Eight Dollars (\$28,548.00) per month, based on \$1.30 per rentable square foot."

B. Landlord's Responsibilities. The provisions of Section 2.4 of the Lease entitled "Landlord's Responsibilities" shall remain in full force and effect during the Term of the Lease as extended by this Amendment.

C. Right to Extend the Lease. The provisions of Section 3.3 of the Lease entitled "Right to Extend this Lease" shall remain in full force and effect and exercisable by Tenant during the Term of the Lease as extended by this Amendment, except that: (i) the reference in the first paragraph to "not

less than seven (7) months or more than twelve (12) months" is hereby revised to "not less than seven (7) months or more than ten (10) months"; and (ii) provided that the first sentence of the last paragraph of said Section 3.3 is hereby deleted in its entirety and substituted therefore shall be the following: "If Tenant fails to timely exercise the extension rights created by this Section 3.3 within the time period set forth in the initial paragraph of this Section 3.3 as amended by this Amendment, or if Tenant revokes its Commitment Notice as provided in the second paragraph of this Section 3.3, then Tenant's right to extend the Term shall be extinguished and the Lease shall automatically terminate as of the expiration date of the Term, without any extension and without any liability to Landlord."

D. Tenant's Right to Terminate. The provisions of Section 3.4 of the Lease are hereby deleted in their entirety and substituted therefor shall be the following:

"SECTION 3.4. TENANT'S RIGHT TO TERMINATE. Provided that no Event of Default has occurred under any provision of the Lease, either at the time of Tenant's election of its right to terminate granted herein or as of the effective Termination Date, Tenant shall have the right to terminate this Lease effective as of January 31, 2011, January 31, 2012, January 31, 2013 or January 31, 2014 (the "Termination Date"), provided Tenant has delivered its irrevocable written notice of such election to terminate (the "Termination Notice") to Landlord, in each instance, not later than eight (8) months prior to the effective Termination Date. All rental and other costs due under this Lease for the Premises shall be due and payable by Tenant to Landlord through the Termination Date. In addition, should Tenant exercise the foregoing right to terminate, Tenant shall pay to Landlord, concurrently with its delivery of the Termination Notice, a separate termination fee comprised of the unamortized portion (based upon a constant amortization over a five (5) year period at a ten percent (10%) interest rate) as of the Termination Date of the brokerage commissions paid by Landlord in connection with this Amendment. Any such termination by Tenant shall not abrogate any obligation existing under the Lease as of the Termination Date or otherwise attributable to Tenant's occupancy thereof. If Tenant fails to timely deliver the Termination Notice, Tenant's right to terminate as of the applicable Termination Date herein provided shall be automatically extinguished and shall be of no further force or effect."

E. Property Taxes. The following provisions are hereby added at the end of Section 4.2(h): "Notwithstanding the foregoing: (A) general net income or franchise taxes imposed against Landlord shall be excluded, and (B) if there is an increase of Property Taxes as the result of a "change in ownership" of the Building during the sixty (60) month Term as extended by this Amendment, then for the remainder of the 60-months of the Term only, Property Taxes shall not exceed the maximum amount assessed against the Building based on the assumptions that the change in ownership had not occurred, and that the taxing authority had otherwise imposed the maximum tax assessment against the Building."

F. Operating Expenses. The following provisions are hereby added as Subsection 4.2(i) of the Lease:

"(i) Notwithstanding anything to the contrary in this Section 4.2, Operating Expenses shall not include:

- (i) Costs required of Landlord as expressly provided in Section 2.4 of the Lease;
- (ii) Costs incurred by Landlord for the repair of damage to the Building or the Project to the extent that Landlord is actually reimbursed by insurance proceeds;
- (iii) Costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for new tenants or other occupants in the Building or the Project or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building or the Project;

- (iv) Marketing costs, including leasing commission, attorneys' fees, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions or disputes with present or prospective tenants or other occupants of the Building or the Project;
- (v) Except to the extent expressly permitted in Section 4.2(g), costs of capital nature, including, without limitation, capital improvements, capital repairs (except as otherwise permitted herein), capital equipment and capital tools;
- (vi) Expenses in connection with services or other benefits which are made available to other tenants of the Building or Project but not made available to Tenant;
- (vii) Costs incurred by Landlord due to the violation by Landlord of the terms of this Lease;
- (viii) Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in the Building or the Project to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;
- (ix) Any compensation paid to clerks, attendants or other persons in commercial concessions (other than parking) operated by Landlord, or to employees above the rank of property manager or building engineer;
- (x) Advertising and promotional expenditures, and costs of the acquisition and/or installation (but excluding maintenance costs) of signs in or on the Building or the Project identifying the owner or any tenant."

G. Security Deposit Section 4.3 of the Lease is hereby amended to provide that, upon an Event of Default by Tenant (as defined in Section 14.1 of the Lease), Landlord may, in its sole and absolute discretion and notwithstanding any contrary provision of California Civil Code Section 1950.7, additionally retain, use or apply the whole or any part of the Security Deposit to pay amounts estimated by Landlord as the amount due Landlord for prospective rent and for damages pursuant to Section 14.2 (a)(i) of the Lease and/or California Civil Code Section 1951.2.

H. Monument Signage. Section 5.2 of the Lease is hereby amended to provided that, provided Tenant and/or the assignee(s) or sublessee(s) pursuant to Section 9.1(f) of the Lease continue to occupy the entire Premises, Tenant shall additionally have the right to one (1) signage position on the exterior monument sign at the front of the Building, subject to Landlord's right of approval, prior to installation, that such signage is in compliance with the "Signage Criteria" (as defined in Section 5.2).

I. Hazardous Materials.

(i) Section 5.3(e) of the Lease is hereby deleted in its entirety and substituted therefor shall be the following:

"(e) If the presence of any Hazardous Materials on, under, from or about the Premises or the Project caused or permitted by Tenant or its agents, employees, contractors, licensees or invitees results in (i) injury to any person, (ii) injury to or any contamination of the Premises or the Project, or (iii) injury to or contamination of any real or personal property wherever situated, Tenant, at its expense, shall promptly take all actions necessary to return the Premises and the Project and any other affected real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury or contamination, including without limitation, any cleanup, remediation, removal, disposal, neutralization or other treatment of any such Hazardous Materials. To the fullest extent permitted by law, and except to the extent caused by Landlord, its agents, employees, contractors, licensees or invitees, Tenant shall indemnify, hold

harmless, protect and defend (with attorneys reasonably acceptable to Landlord) Landlord and any successors to all or any portion of Landlord's interest in the Premises and the Project and any other real or personal property owned by Landlord from and against any and all liabilities, losses, damages, diminution in value, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including without limitation reasonable attorneys' fees, court costs and other professional expenses), whether foreseeable or unforeseeable, to the extent arising directly or indirectly out of the use, generation, storage, treatment, release, on- or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises, the Building or the Project and any other real or personal property owned by Landlord caused or permitted by Tenant, its agents, employees, contractors, licensees or invitees. Such indemnity obligation shall specifically include, without limitation, the cost of any required or necessary repair, restoration, cleanup or detoxification of the Premises, the Building and the Project and any other real or personal property owned by Landlord, the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Lease and any loss of rental due to the inability to lease the Premises or any portion of the Building or Project as a result of such Hazardous Material or remediation thereof. If it is at any time discovered that Hazardous Materials have been released on, into, from, under or about the Premises, the Building or the Project or any other real or personal property owned by Landlord during the Term by Tenant, its agents, employees, contractors, licensees, or invitees, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord a comprehensive plan, subject to Landlord's approval, specifying the actions to be taken by Tenant to return the Premises, the Building or the Project or any other real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such cleanup plan, Tenant shall, at its expense, and without limitation of any rights and remedies of Landlord under this Lease or at law or in equity, immediately implement such plan and proceed to cleanup such Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease. The provisions of this Section 5.3(e) shall expressly survive the expiration or sooner termination of this Lease.

(ii) The following provisions are hereby added as Section 5.3(h) of the Lease:

"(h) Notwithstanding anything to the contrary contained in this Lease, including without limitation, this Section 5.3 or Section 10.3 of the Lease, Tenant shall not be obligated to indemnify Landlord for nor to perform any repair, restoration, cleanup, remediation, or detoxification with respect to any release of any Hazardous Materials brought onto the Premises, into the Building, or on, in or under the Project or the land upon which the Building is located by anyone other than Tenant, its employees, third-party contractors, agents, licensees, invitees or any other occupant in all or a portion of the Premises during the Term. If Tenant encounters Hazardous Materials in the Premises or the Common Areas, Tenant shall handle any such substances that it disturbs according to applicable environmental and safety laws. Notwithstanding anything to the contrary contained herein and except to the extent Hazardous Materials are disturbed by Tenant, Tenant shall have no responsibility for managing, monitoring or abating, nor be the owner of, nor have any liability for, any Hazardous Materials not brought into the Premises, the Project, or the Building by Tenant, its employees, third-party contractors, agents, licensees, invitees or other occupants in all or a portion of the Premises."

J. "After Hours" HVAC. The parties confirm and agree that the "reasonable charge" as used in Section 6.1 of the Lease for Tenant's "after hours" usage of each HVAC servicing the Premises, shall mean the following charges (in addition to the electricity charges paid to the utility provider): (i) \$5.00 per hour for 1-5 ton HVAC units, (ii) \$7.50 per hour for 6-30 ton HVAC units and (iii) \$10.00 per hour for HVAC units of greater than 30 tons."

K. Section 9.1(f) of the Lease is hereby deleted in its entirety, and substituted therefor shall be the following:

“(f) Notwithstanding the foregoing, Tenant may, without Landlord’s prior consent but with prior written notice to Landlord, assign or transfer its right, title and interest in this Lease or sublease the Premises to the County of Orange and/or the State of California (a “**County/State Transfer**”), so long as there is no material change in use of the Premises, and so long as such County/State Transfer would not: (i) increase the risk to the Building (e.g., a high-profile agency, department, or branch), (ii) unduly burden normal Building services (e.g., elevator use), (iii) have heavy public traffic flow (e.g., child support services, department of motor vehicles, or immigration), (iv) result in an excessive amount of foot traffic to and from the Premises, or (v) result in an excessive occupancy, based on the number of people per square foot, within the Premises. Any such County/State Transfer shall be subject to the terms and conditions of Section 9.2 of the Lease, except that, from and after the effective date of any such assignment of this Lease to the County of Orange or to the State of California, Tenant shall have no further obligation under the Lease, including without limitation, any further obligation to pay rent.”

L. Tenant’s Indemnity. Section 10.3 of the Lease entitled “Tenant’s Indemnity” is hereby deleted in its entirety and substituted therefor shall be the following:

“SECTION 10.3 JOINT INDEMNITY.

(a) To the fullest extent permitted by law, Tenant shall defend, indemnify, protect, save and hold harmless Landlord, its agents, and affiliates of Landlord, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Landlord, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from Tenant’s use or occupancy of the Premises, the Building or the Common Areas, including, without limitation, the use by Tenant, its agents, employees, invitees or licensees of any recreational facilities within the Common Areas, or from the conduct of its business, or from any activity, work, or thing done, permitted or suffered by Tenant or its agents, employees, invitees or licensees in or about the Premises, the Building or the Common Areas, or from any Event of Default in the performance of any obligation on Tenant’s part to be performed under this Lease, or from any act or negligence of Tenant or its agents, employees, visitors, patrons, guests, invitees or licensees. Landlord may, at its option, require Tenant to assume Landlord’s defense in any action covered by this Section 10.3(a) through counsel reasonably satisfactory to Landlord. The provisions of this Section 10.3(a) shall expressly survive the expiration or sooner termination of this Lease. Tenant’s obligations under this Section shall not apply to the extent that the claim, liability, cost or expense is (i) ultimately determined to have been caused by the negligence or willful misconduct of Landlord, or (ii) is covered by Landlord’s indemnity obligations set forth in Section 10.3(b) below.

(b) To the fullest extent permitted by law, but subject to the express limitations on liability contained in this Lease (including, without limitation, the provisions of Sections 10.4, 10.5 and 14.8 of this Lease), Landlord shall defend, indemnify, protect, save and hold harmless Tenant, its agents and any and all affiliates of Tenant, including without limitation, any corporations, or other entities controlling, controlled by or under common control with Tenant, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from the active negligence or willful misconduct of Landlord, its employees or authorized agents in connection with the operation, maintenance or repair of the Common Areas of the Project. Tenant may, at its option, require Landlord to assume Tenant’s defense in actions covered by this Section 10.3(b) through counsel reasonably satisfactory to Tenant. The provisions of this Section 10.3(b) shall expressly survive the expiration or sooner termination of this Lease. Landlord’s obligations under this Section 10.3(b) shall not apply to the extent that the claim, liability, cost or expense is (i) ultimately determined to have been caused by the negligence or willful misconduct of Tenant, or (ii) is covered by Tenant’s indemnity obligations set forth in Section 10.3(a) above.”

L. Late Payments. The reference to “Two Hundred Fifty Dollars (\$250.00)” in Section 14.3(a) of the Lease is hereby amended to “One Hundred Dollars (\$100.00).”

M. Waiver of Jury Trial. Section 14.7 of the Lease is hereby deleted in its entirety and substituted therefor shall be the following:

SECTION 14.7. WAIVER OF JURY TRIAL/JUDICIAL REFERENCE.

(a) LANDLORD AND TENANT EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND, TO THE EXTENT ENFORCEABLE UNDER CALIFORNIA LAW, EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. FURTHERMORE, THIS WAIVER AND RELEASE OF ALL RIGHTS TO A JURY TRIAL IS DEEMED TO BE INDEPENDENT OF EACH AND EVERY OTHER PROVISION, COVENANT, AND/OR CONDITION SET FORTH IN THIS LEASE.

(b) IN THE EVENT THAT THE JURY WAIVER PROVISIONS OF SECTION 14.7(a) ARE NOT ENFORCEABLE UNDER CALIFORNIA LAW, THEN THE PROVISIONS OF THIS SECTION 14.7(b) SHALL APPLY. IT IS THE DESIRE AND INTENTION OF THE PARTIES TO AGREE UPON A MECHANISM AND PROCEDURE UNDER WHICH CONTROVERSIES AND DISPUTES ARISING OUT OF THIS LEASE OR RELATED TO THE PREMISES WILL BE RESOLVED IN A PROMPT AND EXPEDITIOUS MANNER. ACCORDINGLY, EXCEPT WITH RESPECT TO ACTIONS FOR UNLAWFUL OR FORCIBLE DETAINER OR WITH RESPECT TO THE PREJUDGMENT REMEDY OF ATTACHMENT, ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, SHALL BE HEARD AND RESOLVED BY A REFEREE UNDER THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 - 645.1, INCLUSIVE (AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) (THE "REFEREE SECTIONS"). ANY FEE TO INITIATE THE JUDICIAL REFERENCE PROCEEDINGS SHALL BE PAID BY THE PARTY INITIATING SUCH PROCEDURE; PROVIDED HOWEVER, THAT THE COSTS AND FEES, INCLUDING ANY INITIATION FEE, OF SUCH PROCEEDING SHALL ULTIMATELY BE BORNE IN ACCORDANCE WITH SECTION 14.6 ABOVE. THE VENUE OF THE PROCEEDINGS SHALL BE IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED. WITHIN TEN (10) DAYS OF RECEIPT BY ANY PARTY OF A WRITTEN REQUEST TO RESOLVE ANY DISPUTE OR CONTROVERSY PURSUANT TO THIS SECTION 14.7(b), THE PARTIES SHALL AGREE UPON A SINGLE REFEREE WHO SHALL TRY ALL ISSUES, WHETHER OF FACT OR LAW, AND REPORT A FINDING AND JUDGMENT ON SUCH ISSUES AS REQUIRED BY THE REFEREE SECTIONS. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN SUCH TEN (10) DAY PERIOD, THEN ANY PARTY MAY THEREAFTER FILE A LAWSUIT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR THE PURPOSE OF APPOINTMENT OF A REFEREE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640, AS SAME MAY BE AMENDED OF ANY SUCCESSOR STATUTE(S) THERETO. IF THE REFEREE IS APPOINTED BY THE COURT, THE REFEREE SHALL BE A NEUTRAL AND IMPARTIAL RETIRED JUDGE WITH SUBSTANTIAL EXPERIENCE IN THE RELEVANT MATTERS TO BE DETERMINED, FROM JAMS/ENDISPUTE, INC., THE AMERICAN ARBITRATION ASSOCIATION OR SIMILAR MEDIATION/ARBITRATION ENTITY. THE PROPOSED REFEREE MAY BE CHALLENGED BY ANY PARTY FOR ANY OF THE GROUNDS LISTED IN SECTION 641 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AS SAME MAY BE AMENDED OR ANY SUCCESSOR STATUTE(S)

THERETO. THE REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES OF FACT AND LAW AND REPORT HIS OR HER DECISION ON SUCH ISSUES, AND TO ISSUE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BEFORE THE REFEREE, INCLUDING AN AWARD OF ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH CALIFORNIA LAW. THE REFEREE SHALL NOT, HOWEVER, HAVE THE POWER TO AWARD PUNITIVE DAMAGES, NOR ANY OTHER DAMAGES WHICH ARE NOT PERMITTED BY THE EXPRESS PROVISIONS OF THIS LEASE, AND THE PARTIES HEREBY WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES. THE PARTIES SHALL BE ENTITLED TO CONDUCT ALL DISCOVERY AS PROVIDED IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE, WITH RIGHTS TO REGULATE DISCOVERY AND TO ISSUE AND ENFORCE SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER CALIFORNIA LAW. THE REFERENCE PROCEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH CALIFORNIA LAW (INCLUDING THE RULES OF EVIDENCE), AND IN ALL REGARDS, THE REFEREE SHALL FOLLOW CALIFORNIA LAW APPLICABLE AT THE TIME OF THE REFERENCE PROCEEDING. IN ACCORDANCE WITH SECTION 644 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, THE DECISION OF THE REFEREE UPON THE WHOLE ISSUE MUST STAND AS THE DECISION OF THE COURT, AND UPON THE FILING OF THE STATEMENT OF DECISION WITH THE CLERK OF THE COURT, OR WITH THE JUDGE IF THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE REFEREE, AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE OR CONTROVERSY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14.7(b). TO THE EXTENT THAT NO PENDING LAWSUIT HAS BEEN FILED TO OBTAIN THE APPOINTMENT OF A REFEREE, ANY PARTY, AFTER THE ISSUANCE OF THE DECISION OF THE REFEREE, MAY APPLY TO THE COURT OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR CONFIRMATION BY THE COURT OF THE DECISION OF THE REFEREE IN THE SAME MANNER AS A PETITION FOR CONFIRMATION OF AN ARBITRATION AWARD PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1285 ET SEQ. (AS SAME MAY BE AMENDED OR ANY SUCCESSOR STATUTE(S) THERETO).

N. Prorations. The third sentence of Article XVI of the Lease is hereby deleted in its entirety, and substituted therefore shall be the following:

"All payments requiring proration shall be prorated on the basis of the number of days in the pertinent calendar month or year, as applicable."

O. Broker's Commission. Article XVIII of the Lease is amended to provide that the parties recognize the following parties as the brokers who negotiated this Amendment, and agree that Landlord shall be responsible for payment of brokerage commissions to such brokers pursuant to its separate agreements with such brokers: Irvine Realty Company ("**Landlord's Broker**") and Lee & Associates/Newport Beach ("**Tenant's Broker**"). It is understood and agreed that Landlord's Broker represents only Landlord in connection with the execution of this Amendment and that Tenant's Broker represents only Tenant. The warranty and indemnity provisions of Article XVIII of the Lease, as amended hereby, shall be binding and enforceable in connection with the negotiation of this Amendment.

P. JAMS. Section 22.7 of the Lease entitled "JAMS" is hereby deleted in its entirety and shall have no further force or effect.

Q. Acceptance of Premises. Tenant acknowledges that the lease of the Premises pursuant to this Amendment shall be on an "as-is" basis without further obligation on Landlord's part as to improvements whatsoever, except Landlord shall trim the trees, on a one-time basis at its sole cost and expense, in front of Tenant's exterior "building top" signage. Tenant further acknowledges that the lease of the Premises pursuant to this Amendment is subject to the acknowledgments contained in Section 2.2 of the Lease.

IV. GENERAL.

A. Effect of Amendments. The Lease shall remain in full force and effect except to the extent that it is modified by this Amendment.

B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth in "III. MODIFICATIONS" above and can be changed only by a writing signed by Landlord and Tenant.

C. Counterparts. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same amendment. In any action or proceeding, any photographic, photostatic, or other copy of this Amendment may be introduced into evidence without foundation.

D. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease shall have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.

E. Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation or partnership and that this Amendment is binding upon the corporation or partnership in accordance with its terms.

F. SDN List. Tenant hereby represents and warrants that neither Tenant nor any officer, director, employee, partner, member or other principal of Tenant (collectively, "Tenant Parties") is listed as a Specially Designated National and Blocked Person ("SDN") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control ("OFAC"). In the event Tenant or any Tenant Party is or becomes listed as an SDN, Tenant shall be deemed in breach of this Lease and Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant.

V. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in "I. PARTIES AND DATE." above.

LANDLORD:

THE IRVINE COMPANY LLC
a Delaware limited liability company

TENANT:

COAST COMMUNITY COLLEGE
DISTRICT,
a California public educational entity

By _____
Steven M. Case, Senior Vice President
Leasing, Office Properties

By _____
Name _____
Title _____

By _____
Tracy M. Perrelle, Vice President
Operations, Office Properties

By _____
Name _____
Title _____



Service Awards Cost Analysis

2009 Proposed Recognition Piece Cost Based on Eligible Employees			
Level	Budget	Eligible	Totals
5 Years	\$85.00	66	\$5,610.00
10 Years	\$100.00	68	\$6,800.00
15 Years	\$150.00	22	\$3,300.00
20 Years	\$200.00	37	\$7,400.00
25 Years	\$250.00	18	\$4,500.00
30 + Years	\$300.00	20	\$6,000.00
Total			\$33,610.00

2009 Actual Expenses		
Vendor	Item	Total
Hoover Printing	Card Holder & Envelopes	\$250.00
Tiffany	Gift Selections	\$13,396.03
Carroll Promotions	Gift Selections	\$10,351.49
OCC Food Service	Reception Refreshments	\$541.45
Table Cloths (Can be used for future years)		\$450.00
Flowers		\$100.00
Wrap		\$200.00
Total:		\$25,288.97

approx.

approx.

approx.

Proposed Recognition Piece Quotes for 2010	Average Cost	# of Eligible Employees (Based on 2009 Count)	Total
Western Graphics			
5-15 years / Lapel Pin	1.05	156	\$163.80
20 years / Lapel Pin with Sapphire	2.80	37	\$103.60
25 years / Paper Weight	12.49	18	\$224.82
30 years / Pen & Pencil Set	23.75	15	\$356.25
35+ years / Clock	48.55	5	\$242.75
Set-up Fee (average)			\$40.00
Approximate Cost for 2010			\$1,131.22
Carroll Promotions			
5-15 years / Lapel Pin	1.80	156	\$280.80
20 years / Lapel Pin with Sapphire	4.70	37	\$173.90
25 years / Paper Weight	8.85	18	\$159.30
30 years / Pen & Pencil Set	10.65	15	\$159.75
35+ years / Clock	26.06	5	\$130.30
Set-up Fee (average)			\$40.00
Approximate Cost for 2010			\$944.05
Diamond Trophy			
5-15 years / Lapel Pin	1.23	156	\$191.88
20 years / Lapel Pin with Sapphire	1.48	37	\$54.76
25 years / Paper Weight	24.00	18	\$432.00
30 years / Pen & Pencil Set	28.75	15	\$431.25
35+ years / Clock	51.98	5	\$259.90
Set-up Fee (average)			\$110.00
Approximate Cost for 2010			\$1,479.79

2010 Proposed Miscellaneous Expenses	
Invitations, card holders, envelopes	250
OCC Food Services	541.45
Flowers	100
Wrap and Boxes	200
Total	1091.45

Proposed Cost for 2010 and Savings over 2009		
Western Graphics	1,131.22	Total Savings
Flowers, wrap, misc.	1,091.45	Over 2009
Total	2,222.67	\$23,066.30

Proposed Cost for 2010 and Savings over 2009		
Carroll Promotions	944.05	Total Savings
Flowers, wrap, misc.	1,091.45	Over 2009
Total	2,035.50	\$23,253.47

Proposed Cost for 2010 and Savings over 2009		
Diamond Trophy	1,479.79	Total Savings
Flowers, wrap, misc.	1,091.45	Over 2009
Total	2,571.24	\$22,717.73

ANNUAL BOARD BUDGET	\$40,000.00
PROPOSED SERVICE AWARDS BUDGET	\$2,035.50
NET ESTIMATED SAVINGS	\$37,964.50

