
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, September 30, 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. Part-time Faculty
- 3. Classified Temporary Assignments
- 4. Hourly Staff
- 5. Substitute Classified
- 6. Student Workers

1.04.02 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

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

Threatened litigation by Vicki Williams
Threatened litigation by Brian Jacobson

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

Potential initiation of litigation - 1 case

1.04.05 Conference with Legal Counsel: 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
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)
Warwick v. Coast Community College District (CFE)
Faber v. Coast Community College District et al.,
Orange County Superior Court Case No. 30-2009-00126090
Medina v. Coast Community College District,
Orange County Superior Court Case No. 00289630

1.04.06 Public Employment (pursuant to Section 54957)

Position: Chancellor, Coast Community College District

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

1.06 Pledge of Allegiance –Trustee Jerry Patterson

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 Presentations, Ceremonial Resolutions and Public Hearings

1.10 Acceptance of Retirements

2.00 General Information and Reports

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01.01 Chancellor Search Committee Report

2.01.02 Report from the Chancellor

2.01.03 Reports from the Presidents

2.01.04 Reports from the Officers of Student Government Organizations

2.01.05 Reports from the Academic Senate Presidents

2.01.06 Reports from Employee Representative Groups

2.01.07 Reports from the Board of Trustees

2.01.08 Reports from the Board Committees

2.01.09 Voyager Progress Report

2.01.10 Report on KOCE

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 Opportunity for the Board of Trustees to Review Proposed Policy 050-1-22, Fraud Prevention in Financial Statements and Whistleblower Protection

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
Orange Coast College Student Center Renovation
Golden West College Learning Resource Center

3.00 Consent Calendar

3.01 Curriculum Approval (None)

3.02 Travel Authorizations Board 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

3.03.02 Authorization for Special Projects – Golden West College

3.03.03 Authorization for Special Projects – Orange Coast College

3.03.04 Authorization to Apply for Funded Programs

3.03.05 Authorization for Disposal of Surplus

3.03.06 Authorization to Enter Standard Telecourse Agreements – Coastline Community College

3.03.07 Approval of Clinical Contracts – Golden West College

3.03.08 Approval of Clinical Contracts – Orange Coast College

3.03.09 Authorization for Purchase of Institutional Memberships – Coastline Community College

3.03.10 Authorization for Purchase of Institutional Memberships – Golden West College

3.03.11 Authorization for Purchase of Institutional Memberships – Orange Coast College

3.03.12 Authorization for Purchase of Institutional Memberships – District

3.03.13 Authorization for Off-Campus Assignments – Coastline Community College

3.03.14 Authorization for Community Activities – Orange Coast College

- 3.03.15 Authorization for Sailing Program – Orange Coast College
- 3.04 Personnel Items
 - 3.04.01 Authorization for Leaves of Absence
 - 3.04.02 Authorization for Pay Changes, Academic Staff
 - 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, Reorganization Reassignments, Classified Staff
 - 3.04.06 Authorization for Schedule Changes, Classified Staff
 - 3.04.07 Authorization for Professional Experts
- 3.05 Additional Personnel Items
 - 3.05.01 Authorization for Independent Contractors – Coastline Community College
 - 3.05.02 Authorization for Independent Contractors – Golden West College
 - 3.05.03 Authorization for Independent Contractors – Orange Coast College
 - 3.05.04 Authorization for Independent Contractors – District
 - 3.05.05 Authorization for Staff Development – Golden West College
- 3.06 Financial Approvals
 - 3.06.01 Approval of Purchase Orders
 - 3.06.02 Ratification/Approval of Checks
 - 3.06.03 Check List for General Obligation Bond Fund
 - 3.06.04 Authorization for Special Payments – District
- 4.00 Action Items
 - 4.01 Approval of Agreements – Coastline Community College
 - 4.01.01 Approve Agreement between alPunto Advertising and the Coast Community College District for the Development of Hispanic-Targeted Communications Tools
 - 4.01.02 Approve Standard Agreement between Eagle Credit Union and the Coast Community College District to Offer Resume Writing/Critique Series Workshops
 - 4.01.03 Consider and Approve Annual Renewal for Coast Community College District's Continued Participation in the Academic Explorer (AeX) Platform

4.01.04 Approve Agreement between The Westin South Coast Plaza and the Coast Community College District for Function Space for the Graduation Ceremony

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

4.01.06 Approve Agreement between Central Texas College and the Coast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE) (Reference U.S. Government Contract No. N00189-09-D-Z060) for the Delivery of all Distance Learning Services and Courses Described in the CTC Alternate Technical Proposal in Response to Government Solicitation No. N00189-09-R-Z020

4.01.07 Approve a New Standard Subcontractor Agreement between the Coast Community College District and Academic Institutions who will provide services in Support of the Subcontractor Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

4.01.08 Approve Agreement Architectural Services Agreement between LPA, Inc., a California Corporation and the Coast Community College District for Architectural Services for the Coastline Community College Newport Beach Learning Center

4.02 Approval of Agreements – Golden West College

4.02.01 Approve Agreement and Addendum with FirstCom Music for New Media Center Music Library

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Agreement between the University of California, Irvine and the Coast Community College District for the purpose of Collaboration and Accountability for Community College University Partnership (CCUP) programs

4.03.02 Approve Amendment and Extension of Agreement between DataPipe, Inc. and the Coast Community College District for the purpose of providing Hosting Services in Support of the eLumen Application for Orange Coast College, Golden West College, and Coastline Community College

4.03.03 Approve Agreement between Pacific Maritime Institute and the Coast Community College District (Orange Coast College) for the Purchase of Curriculum

4.04 Approval of Agreements – District

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

4.05 Buildings and Grounds Approvals (None)

4.06 General Items of Business – Orange Coast College

4.06.01 Approve Standard Travel Contractor Agreement for a Short-term Program in Paris and Beaune, France During January 2011

4.07 General Items of Business – District

4.07.01 Authorization to Purchase Software License Maintenance from Oracle USA, Inc. for Coast Community College District's Project Voyager Oracle Database Software

4.07.02 Appointment of Trustees as Voting Delegates for the 2009 Association of Community College Trustees Conference, San Francisco, California

4.07.03 Authorization for Independent Contractor – Business Consultant and Auditor for an Independent Assessment and Evaluation of the Golden West College Bookstore Operations

4.08 Policy Implementation

4.08.01 Adoption of Policy 040-13, Parking and Traffic Rules and Regulations, Golden West College and Orange Coast College

4.09 Approval of Minutes
Regular Meeting of: September 16, 2009

4.10 Resolutions

4.10.01 Coast Community College District Board of Trustees Resolution # 09-44 Reject Bid Proposals; Orange Coast College Technology Building Upgrade of Mechanical Controls; Bid No. 1970

5.00 Public Comment (Items not on the Agenda)

6.00 Adjournment



1.00 Procedural Matters

Meeting: 09/30/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Procedural Matters

1.01 Call to Order

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2. Part-time Faculty

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5. Substitute Classified
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(Pursuant to Government Code 54957.6)**

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
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Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Educational Administrators

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

Threatened litigation by Vicki Williams
Threatened litigation by Brian Jacobson

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

Potential initiation of litigation - 1 case

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Warwick v. Coast Community College District (CFE)

1.04.06 Public Employment (pursuant to Section 54957)

Position: Chancellor, Coast Community College District

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

1.06 Pledge of Allegiance - Trustee Jerry Patterson

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 Presentations, Ceremonial Resolutions and Public Hearings

Additional Administrative Content

Action Agenda Details

Motion:

1.10 Acceptance of Retirements

Meeting: 09/30/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content**1.10 Acceptance of Retirements**

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

Classified

Etherton, Joyce A., OCC, Human Resource Specialist, retirement effective 12/30/09.

Joyce Etherton has worked at OCC for almost twenty years. She began her career at OCC in 1989 in the Mailroom as an Hourly employee. In 1990 she transferred to the President's Office as Assistant Secretary. There she stayed for almost fifteen years working for three presidents. In 2003, she transferred to the Human Resource Department and stayed where she is currently working as an HR Specialist, handling all the hourly processes for the department. Joyce says, "I've met so many wonderful people and made some life-long friends that I will always remember. I can honestly say that being a part of OCC has been the best and happiest experience of all my working days." Joyce's future plans are to live part-time at her home at the beach in Laguna, and spend the snowy months in her other house, in the mountains at Lake Almanor which is above Reno, by Shasta with her sister and Mom. So, as Joyce says, "I will continue to have "the best" of both worlds and enjoy life to the fullest!" Joyce has always enjoyed life to the fullest and we will miss her smile, infectious laugh and humor at the college.

Additional Administrative Content

Created on 08/17/2009 by J215, P.M. by CCGP/HR. Last update on 09/21/2009 by Jod L. Fox, HR.

2.00 General Information and Reports

Meeting: 09/30/2009 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 08/17/2009 at 12:53 PM by Jodi Boonhertz. Last update on 09/24/2009 by Tracey Sanders.

2.01 Informative Reports

Meeting: 09/30/2009 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 three minutes. If requested during the oral report, a written report shall be included as part of the public record.)

2.01.01 Chancellor Search Committee Report

An oral report from Chancellor Search Committee Chair Bonnie Bruce will be provided to the Board and the public regarding the Search Committee's now completed work regarding the search, applicant screening, and candidate interviews. The next steps will be completion of background and reference checks and the Board of Trustees interviews of the finalist candidates during the week of October 12, 2009.

2.01.02 Report from the Chancellor

2.01.03 Reports from the Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.04 Reports from the Officers of Student Government Organizations

Coastline Community College
Golden West College
Orange Coast College

2.01.05 Reports from the Academic Senate Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.06 Reports from Employee Representative Groups

2.01.07 Reports from the Board of Trustees

2.01.08 Reports from the Board Committees

Audit Committee
Accreditation Committee
Career Technical Education Committee
Land Development Committee

2.01.09 Voyager Progress Report

(See Attachment #1)

2.01.10 Report on KOCE

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 09/17/2009 at 12:53 PM by Jodi Rodriguez. Last updated on 09/25/2009 by Jodi Rodriguez.

2.02 Matters for Review, Discussion and/or Action

Meeting: 09/30/2009 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>
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 21, 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	October 14, 2009 Board Conference Room 10:00 a.m.
Land Development Committee	November 10, 2009 Board Conference Room 10:00 a.m.
Audit Committee	November 17, 2009 Board Conference Room 3:00 p.m.
Accreditation Committee	December 7, 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 Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)

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 22-24, 2010	Sacramento, CCLC Effective Trustee Workshop
January 23, 2010	Sacramento, CCLC Board Chair Workshop
January 24-25, 2010	Sacramento, CCLC Annual Legislative Conference
January 27-30, 2010	St. Petersburg, FL AACC Workforce Development Institute
February 7-10, 2010	Washington D.C., ACCT National Legislative Summit
February 22-24, 2010	Sacramento, CCLC Effective Trustees Workshop
April 17-20, 2010	Seattle, WA AACC Convention
April 30 - May 2, 2010	Long Beach, CCLC Annual Trustee Conference
August 4-6, 2010	Washington D.C., ACCT Governance Leadership Institute for New Trustees
October 20-23, 2010	Toronto, Ontario, ACCT Leadership Congress

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.



09-30-09 Meeting.pdf

2.02.05 Opportunity for the Board of Trustees to Review Proposed Policy 050-1-22, Fraud Prevention in Financial Statements and Whistleblower Protection

As a direct result of a finding in the District's fiscal year 2007/2008 audited financial statements, the District's management negotiated with the collective bargaining units to develop a policy (with administrative procedures attached) addressing fraud prevention and whistleblower protection for all employees in the District.

After negotiations with the District's three (3) collective bargaining units, and review by District General Counsel, it is recommended by the Interim Chancellor that the Board of

Trustees review Policy 050-1-22, Fraud Prevention in Financial Statements and Whistleblower Protection. As part of this policy review, a new policy number, 050-1-22, has been established. After Trustee review, this policy will be returned to the Action Section of the November 4, 2009 Agenda for adoption. Any recommendations for modification to the policy by the Board of Trustees will be submitted to the collective bargaining units and Chancellor's Cabinet for review on October 26, 2009.

General Personnel Policies
(Employment Principles)

050-1-22
Approved XX/XX/XXXX

Fraud Prevention in Financial Statements and Whistleblower Protection

Board members, administrators, faculty, staff and students of Coast Community College District (District) are expected to adhere to all rules of conduct applicable to this policy as established by state and federal law.

All Board members, management, faculty, staff and students are committed to prevent and deter fraud at the District. Fraudulent behavior would include:

- Fraudulent financial reporting
- Misappropriation/theft of assets
- Corruption, such as bribery, accepting kickbacks and other illegal acts
- Conflict of interest

The District and its employees have a responsibility for the stewardship of District resources and the public and private support that enables it to pursue its mission. The District is committed to compliance with the laws and regulations to which it is subject and to promulgating District policies and procedures to interpret and apply these laws and regulations in the District setting.

This policy is derived from the California Whistleblower Protection Act (Government Code Sections 8547-8547.12). Pursuant to this Act, a District employee may not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure or who has refused to obey an illegal order, nor (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. (See Whistleblower Protection Procedures Attachment # 3)

Fraud Prevention in Financial Statements and Whistleblower Protection Procedures

Board members, administrators, faculty, staff and others conducting business with the Coast Community College District (District) should report all suspected improper activities. The District has a responsibility to investigate and report to appropriate parties allegations of suspected improper activities and to protect those Board members, administrators, faculty and staff who, in good faith, report these activities.

Guidelines for Implementing Financial Integrity

- Comply with all laws and regulations regarding contracts, pricing discussions, relationships with vendors, and maintaining accurate books and records.
- Reasonable budget expectations.
- Processes in place to eliminate unacceptable financial risks.
- Honest and transparent financial reporting.

Practices to safeguard assets, particularly in high-risk areas.

It is the intention of the District to prevent and correct activities that violate this policy. District employees, including administrators and managers, who violate this policy may be held accountable for their conduct under any applicable District or college policies, procedures, State and Federal laws, or collective bargaining agreements.

The District's Fraud Prevention in Financial Statements and Whistleblower Protection policy and procedures will be distributed annually to all faculty and staff to demonstrate the District's commitment to financial statement fraud awareness and whistleblower protection.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/14/2009 at 10:01 AM by CCOPADsvc. Last update on 08/21/2009 by Bob Rodriguez.

2.03 Review of Buildings and Grounds Reports

Meeting: 09/30/2009 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: January 2010
 Funding Source: OCC Foundation
Project Status: This project remains on hold pending replacement of the general contractor. The District and Allegheny Casualty Company (Surety) are finalizing a "Takeover Agreement" in which the surety will perform the remaining project scope in strict conformance to the existing contract documents.

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 scheduled to be completed in October. The final step will be to sod the field so it can be ready for classes in Spring 2010.

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: As scheduled, the foundations have been poured on all three buildings. The first floor concrete walls have been completed on building "A" and are currently in progress on building "B". Structural steel erection and installation of metal decking is underway.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
 DSA Approval: September 2009
 Construction Start: December 2009
 Funding: Measure C General Obligation Bond
Status: This project requires that the occupants of the Student Center be relocated during the construction period, including displacement of the Culinary Arts program, Food Services department, and Associated Students' offices. The temporary buildings will be placed near the Bookstore warehouse. CW Driver has been contracted to manage the construction of this project, under a multiple-prime delivery method, with construction starting in December 2009 and concluding in August 2010.

Golden West College Learning Resource Center

Architect: Steinberg Group (Construction Manager: URS)

DSA Approval: March 2008

Construction Schedule: Started July 2008/Est.

Completion: August 2010

Funding Source: Measure C General Obligation Bond

Status: The project is currently tracking 81 work days behind schedule, however the project team is working on a recovery schedule to address this issue. Currently the third floor slab preparation is underway, rough plumbing and electrical is being installed on the second floor, and interior framing/electrical work has begun in part of the building.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/17/2009 at 12:58 PM by CCCDBG. Last update on 09/24/2009 by Jodi Rodriguez.



3.00 Consent Calendar

Meeting: 09/30/2009 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 08/17/2009 at 12:53 PM by Elaine Ketchum-Less. Updated on: 2/12/2010, Scott Porter, et.

3.01 CURRICULUM APPROVAL (NONE)

Meeting: 09/30/2009 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 09/17/2009 at 12:53 PM by Barbara Henrich. Last modified on 09/24/2009 by Jo Rodriguez.

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 09/30/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

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

Walter G Howald, Board Member (DIST), to attend the Association of Community College Trustees Annual Leadership Congress/Diversity Committee Meeting, October 5-10, 2009, San Francisco, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$525, travel by Air Coach, to be paid from District Conference funds. The reason for this revision is to revise travel dates due to attendance at an additional meeting.

Walter G Howald, Board Member (CCCD), to attend the Community College League of California 2009 Annual Convention, November 19-21, 2009, Burlingame, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, travel by Air Coach, to be paid from District Conference funds.

Conrad J Moreno, Board Member (CCCD), to attend the Community College League of California 2009 Annual Convention, November 19-21, 2009, Burlingame, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, travel by Air Coach, to be paid from District Conference funds.

Jerry M Patterson, Board Member (CCCD), to attend the Community College League of California 2009 Annual Convention, November 19- 21, 2009, Burlingame, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, travel by Air Coach, to be paid from District Conference funds.

Lorraine E Prinsky, Board Member (CCCD), to attend the Orange County School Boards Association/ACSA Dinner Meeting, October 14, 2009, Irvine, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$31, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

Amina H Adan, Instructor (OCC), to attend the People to People - International Peace Through Understanding, October 8-19, 2009, Morocco without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$800, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Lydia M Arbizu, Outreach Pgm Spec (OCC), to attend the Region VIII 12th Annual Cooperative Agencies Resources for Education Conference, November 6, 2009, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Jorge J Arroyo, Maintenance, Skilled (OCC), to attend the Servicing Interchangeable Cores/Corbin Russin IC Care Certificate, October 1 - 2, 2009, Anaheim, CA, without loss of salary, with reimbursement for

allowable expenses of \$145, including a registration fee of \$145, to be paid from Ancillary Account funds.

Gloria Ann O Ayala, Professional Expert (OCC), to attend the Green California Community College Summit, October 5 - 7, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$390, to be paid from Industry Driven Reg Collaboration Grant funds.

Cheryl Babler, Vice President of Instruction (CCC), to attend the Community College League of California 2009 Annual Convention and Partner Conferences, November 18-21, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$475, travel by Air Coach, rental car and insurance, to be paid from CDMA, Office of Instruction College funds.

Melissa R Berta, Instructor (OCC), to attend the College Reading & Learning Association "Foundations for Success in Times of Change", October 27 - 31, 2009, Richmond, VA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$565, travel by Air Coach, to be paid from Title III Grant funds.

Wes Bryan, President (GWC), to attend the California Community College Association for Occupational Education Fall 2009 Conference, October 29, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$395, to be paid from VTEA/Perkins funds.

Marta R Cabral, Counselor (OCC), to attend the Region VIII 12th Annual Cooperative Agencies Resources for Education Conference, November 6, 2009, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Crystal D Crane, Dir Of Personnl Svcs (GWC), to attend the Association of Chief Human Resources Officers Fall Training Institute 2009, October 20-23, 2009, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$150, to be paid from CDMA Professional Development funds.

Ding-Jo H Currie, Interim Chancellor (CCCC), to attend the American Council on Education Spectrum Initiative: Asian Pacific Americans and Higher Education Leadership Pipeline, September 28-29, 2009, Washington, D.C., without loss of salary, with no reimbursement from District funds, expenses to be paid by sponsoring organization. The invitation to attend this event was extended after the previous Board meeting, resulting in late submission. Attendance is important to provide leadership and insight as an Asian Pacific Islander (API) President in identifying structural, systemic, institutional and cultural factors resulting in the current dearth of API senior level administrative positions.

Velvet A Deatherage, Counselor (CCC), to attend the Fall 2009 Marine Corps Miramar Air Station Education Fair, October 21, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from Contract Education Auxiliary funds.

Velvet A Deatherage, Counselor (CCC), to attend the Education Fair - Fort Sill, November 4-6, 2009, Lawton, OK, without loss of salary, with reimbursement for allowable expenses of \$1,250, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

Betty L Disney, Dean (CCC), to attend the Foundation of California Community Colleges Early College High School Fall Leadership Institute for Peer Learning, October 15-17, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Management Professional Development Funds.

Betty L Disney, Dean (CCC), to attend the California Coalition of Early/Middle College High Schools Regional Meeting, November 6, 2009, Wilmington, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Corine L Doughty, Director, Career Services (OCC), to attend the Orange County Workforce Development Conference 2009, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$85, to be paid from Perkins VTEA Career Ed funds. The reason for this revision is to increase reimbursement amount for registration.

Corine L Doughty, Director, Career Services (OCC), to attend the Tech Prep for California Department of Education, October 6, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from VTEA Career Education funds.

Shalamon A Duke, Dean (CCC), to attend the California Community College Student Affairs Association Student Leadership Conference, October 16-18, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$210, travel by Air Coach, rental car and insurance, to be paid from Student Advisory Council funds.

Albert M Gasparian, Dean (GWC), to attend the Commission on Athletics Fall Conference, October 27-29, 2009, Burlingame, CA, without loss of salary, with no reimbursement authorized from District/college funds.

Ashley B Graves, Mil/Cont Ed Tech Int (CCC), to attend the Fall 2009 Marine Corps Air Station Miramar Education Fair, October 21, 2009, Miramar, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education Auxiliary funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the Council on Military Education for South Carolina Conference, November 4-6, 2009, Columbia, SC, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$75, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Anna M Hanlon, Instructor (OCC), to attend the American Public Health Association 137th Annual Meeting, November 6 - 10, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI funds.

Andrea L Harris, Dir Arts Pavilion (OCC), to attend the Big Print Exhibition, October 30 - November 1, 2009, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Co-curricular funds.

Andrea L Harris, Dir Arts Pavilion (OCC), to attend the Alex Grey Art Pick-Up, September 30 - October 3, 2009, Brooklyn, NY, without loss of salary, with reimbursement for allowable expenses of \$1,600, including travel by Air Coach, to be paid from Co-curricular funds. The reason for this revision is to change dates.

Deborah C Henry, Hourly Instructor (CCC), to attend the Congress of Neurological Surgeons Annual Meeting, October 22-27, 2009, New Orleans, LA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency.

Marta L Hidden, Instructor (OCC), to attend the American Mathematical Association of 2-Year Colleges: High Expectations, November 12 - 15, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$340, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Elaine K Hill, Telecourse Mrktng Co (CCC), to attend the Missouri Community College Association 45th Annual Conference, November 3-6, 2009, Lake Ozark, MI, without loss of salary, with reimbursement for allowable expenses of \$1,300, including travel by Air Coach, rental car and insurance, to be paid from ISD Marketing Travel funds.

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend the Choose Nursing, Choose Hoag

Celebration of Success Luncheon, October 14, 2009, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$125, to be paid from Nursing Projects fund.

Phuong-Thao Thi H Ho, Inst Assoc-Couns/Gdn (OCC), to attend the Orange County Workforce Development Conference 2009, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$105, including a registration fee of \$85, to be paid from Perkins VTEA Career Ed funds. The reason for this revision is to increase reimbursement for registration.

Danny C Jones, Administrative Dean (CCC), to attend the 2009 California Community Colleges Banner Users' Group Conference, October 7, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$5, to be paid from ISD Development Travel Expense funds.

Nancy S Jones, Instructor (CCC), to attend the California Community College Association for Occupational Education Conference, October 28-30, 2009, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency.

Rita M Jones, Counselor (OCC), to attend the California Statewide Advisory Committee for Career Development, November 5 - 6, 2009, Mission Viejo, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from VTEA Career Education funds.

Rita M Jones, Counselor (OCC), to attend the Tech Prep Meeting, October 6, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, rental car and insurance, to be paid from VTEA Career Education funds.

Rita M Jones, Counselor (OCC), to attend the 2009 Intermediary Network Fall Leadership Forum, October 21 - 23, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$295, to be paid from VTEA Career Education funds.

William F Kerwin, Risk Serv Manager (CCCD), to attend the Statewide Association of Community Colleges (SWACC) Underwriting Meeting, October 1-2, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$970, including travel by Air Coach, rental car and insurance, to be paid from Risk Services Management Conference funds, and to be reimbursed by sponsoring agency.

Frederick J Lockwood, Instructor (CCC), to attend the Winning Workplace Strategies, October 6, 2009, Duarte, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from General funds.

Frederick J Lockwood, Instructor (CCC), to attend the Western Association of Food Chains-Southern California Fall Retail Management Advisory Meeting, October 2, 2009, Glendale, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from General funds.

Naoko Maekawa, Instructor (OCC), to attend the 35th American Mathematical Association of Two-Year Colleges, November 13 - 16, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$395, travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI funds. The reason for this revision is to reimburse traveler for air coach and rental car.

Naoko Maekawa, Instructor (OCC), to attend the 35th American Mathematical Association of Two-Year Colleges, November 13 - 16, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$395, to be paid from Full Time Academic Senate PDI funds, to be reimbursed for mileage equal to the equivalency of travel by air coach.

Katherine R Marasigan, Student Fin Aid Spec BFAP (OCC), to attend the Creating a Blue Print: Supporting Former Foster Youth in Higher Education, October 28, 2009, Los Angeles, CA, without loss of

salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$100, to be paid from Categorical funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the 2009 Western Regional Careers in Student Affairs Day, October 23, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$35, to be paid from ASOCC funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the Student Senate General Assembly Fall 2009, November 6 - 8, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from ASOCC funds.

Linda C Maynard, Hourly Instructor (CCC), to attend the National Association of Foreign Service Advisors Conference, October 26-30, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$200, to be paid from International Student Program funds.

E N Meneses, Vice President (CCC), to attend the I's Through the Looking Glass Forum, October 28, 2009, Moraga, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Gena O Merrigan, Staff Asst Sr (GWC), to attend the Association of Chief Human Resource Officers Fall Training Institute 2009, October 20-23, 2009, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$75, to be paid from EEO/Staff Diversity funds.

Lois M Miller, Vice President (GWC), to attend the California Community Colleges Chief Instructional Officers Fall 2009 Conference, October 21-23, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$305, to be paid from General funds.

Matthew W Miller, Hrly/Temp Inst/Resrc (OCC), to attend the Alex Grey Exhibit, September 30 - October 3, 2009, Brooklyn, NY, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization. The reason for this revision is to change dates.

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 \$3,000, including a registration fee of \$625, to be paid from Categorical Funds, reimbursement of mileage on personal auto in lieu of airfare not to exceed air coach fare equivalency. The reason for this revision is two conferences back-to-back, California Community College Student Financial Aid Administrators Association (CCCSFAAA) and California Association of Student Financial Aid Administrators (CASFAA).

Kathryn L Mueller, Dean (OCC), to attend the National Association of Student Personnel Administrators 2009 Western Regional Conference, November 3 - 7, 2009, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$250, travel by Air Coach, to be paid from President's College Conference funds.

Kathryn L Mueller, Dean (OCC), to attend the National Association of Student Personnel Administrators 2009 Western Regional Conference, November 3 - 7, 2009, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$250, travel by Air Coach, to be paid from President's College Conference funds. The reason for this revision is to correct the budget number.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Health Professions Consortium, October 7-8, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of

\$150, to be paid from RHORC trust funds.

Richard T Pagel, Vice President (OCC), to attend the Association of Chief Business Officials, October 26 - 28, 2009, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$285, to be paid from Ancillary Account funds.

Rena D Quinonez, Inst Assoc-Couns/Gdn (OCC), to attend the Orange County Workforce Development Conference 2009, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$105, including a registration fee of \$85, to be paid from Perkins Career Development State Advisory Grant funds. The reason for this revision is to increase reimbursement for registration.

Sean B Rivell, Grounds Supervisor (OCC), to attend the Pesticide Applications Professional Association Seminars, December 2, 2009, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, including a registration fee of \$70, to be paid from Ancillary Account funds.

Lisa J Rodriguez, Hourly Instructor (CCC), to attend the Foundation of California Community Colleges Early College High School Fall Leadership Institute for Peer Learning, October 16-17, 2009, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency funds.

Helen M Rothgeb, Dir Of Fiscal Svcs (OCC), to attend the American Red Cross Disaster Preparedness Academy, November 4, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$110, to be paid from Ancillary Account funds.

Celeste S Ryan, Instr/Coord (CCC), to attend the California Association of Post Secondary Educators 2009 Convention, October 18-21, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,276, including a registration fee of \$455, to be paid from PDI Conference & Workshops, Military Contract Education funds. Lodging required to attend late night and early morning meetings.

Richard R Shiring, Hourly Instructor (CCC), to attend the Foundation of California Community Colleges Early College High School Fall Leadership Institute for Peer Learning, October 16-17, 2009, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Stephen Y Tamanaha, Director (OCC), to attend the Region VIII 12th Annual Cooperative Agencies Resources for Education Conference, November 6, 2009, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

David L Thompson, Dir., eLearning Research & Dev (CCC), to attend the 2009 California Community Colleges Banner Users' Group Conference, October 7, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$5, to be paid from ISD Development Travel Expense funds.

Julie Tran, Staff Aide (OCC), to attend the Region VIII 12th Annual Cooperative Agencies Resources for Education Conference, November 6, 2009, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Damian J Tsutsumida, Inst Assoc-Fine Arts (OCC), to attend the Photoshop World, October 1 - 3, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,260, including a registration fee of \$479, to be paid from Professional Staff Development, CCA/CTA Professional Development funds, to be reimbursed for mileage equal to the equivalency of travel by air coach.

Jose M Villalobos, Hourly Instructor (CCC), to attend the Foundation of California Community Colleges Early College High School Fall Leadership Institute for Peer Learning, October 16-17, 2009, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency funds.

Paul A Wisner, Accounting Analyst (OCC), to attend the Basic Fluid Assets Inventory, November 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$650, to be paid from Ancillary Account funds.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/17/2009 at 12:58 PM by Janel Burion. Last update on 09/21/2009 by Jodi Rodriguez.

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 09/30/2009 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: Various Activities

Location: Indicated Below

Dates: Indicated Below

Department: Special Programs and Services for the Disabled

Transportation: Walking

October 21 – Henry's Market, Costa Mesa

November 18 – Starbucks, Costa Mesa

Conference/Activity: Tanaka Farms

Location: Irvine

Dates: October 6 – 9, 2009

Department: Parent Education

Transportation: District transportation

Conference/Activity: The Huntington Library

Location: San Marino

Dates: October 21, 2009

Department: Emeritus/Art

Transportation: District transportation

Conference/Activity: California State University, Fullerton

Location: Fullerton

Dates: October 30, 2009

Department: Early College High School

Transportation: District transportation

Conference/Activity: Rancho Los Cerritos Historic Site

Location: Long Beach

Dates: November 17, 2009

Department: Emeritus/Social Studies

Transportation: District transportation

Conference/Activity: Museum of Latin American Art

Location: Long Beach

Dates: November 25, 2009

Department: Emeritus/Art

Transportation: District transportation

Conference/Activity: California Community College Student Affairs Association Student Leadership
Conference

Location: Sacramento
Dates: October 16 – 18, 2009
Department: SAC
Cost/purpose/funding source: NTE \$3000; SAC funds
Transportation: Air

Additional Administrative Content:

Created on 09/17/2009 at 12:59 PM by Leona Swanduit. Last update on 09/24/2009 by Jodi Rodriguez.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 09/30/2009 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.

Lunch in Little Saigon/Recognition of the Moon Festival

Location: Westminster, CA

Date(s): October 2, 2009

Department: International Student Program

Cost/purpose/funding source: \$250 for food and beverages from International Student Program funds.

GWC PE 137 Golf Class

Location: Meadowlark Golf Course, Huntington Beach

Date: October 8, 2009

Department: Physical Education

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

Baseball Scrimmages

Location: Cerro Coso College

Date(s): October 9-10, 2009

Department: Athletics

Cost/purpose/funding source: Not to exceed \$1500 for lodging from Baseball Trust funds.

Cal MUN – Model United Nations Conference

Location: Buena Park, CA

Date(s): October 24, 2009

Department: Social Science/Political Science

Cost/purpose/funding source: \$765 for registration fees ASB Model United Nations Account.

Statewide Student Senate General Assembly

Location: San Francisco, California

Date(s): November 6 – 8, 2009

Department: Student Activities

Cost/purpose/funding source: \$1,050 for registration, food and lodging from Associated Students funds.

California Community College Student Affairs Associations (CCCCSAA) Student Leadership Conference

Location: Sacramento, California

Date(s): October 16 – 18, 2009

Department: Student Activities

Cost/purpose/funding source: \$4,000 for registration, food and lodging from Associated Students Budget.

Alpha Gamma Sigma Honor Society Fall Regional Conference

Location: Pasadena, California

Date(s): November 7, 2009

Department: Student Activities

Cost/purpose/funding source: \$550.00 for registration from Club and ASGWC Budget.

Additional Administrative Content

Created on 08/17/2009 at 2:53 PM by Christina H./L. Last update on 09/21/2009 by Jodi Rodriguez

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 09/30/2009 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: OCC Alpha Gamma Sigma Social Events/Trips

Date: 2009-2010 Academic Year

Department: Academic Honors/Alpha Gamma Sigma-Alpha Kappa Chapter

Purpose: Student-centered meetings and social activities to build fellowship and promote active participation among members; activities may take place on the OCC campus or outside locations in Orange, Los Angeles, San Diego, Riverside, or San Bernardino counties. An advisor will be present at all times.

Cost/Purpose/Funding Source: NTE \$1,000 from AGS/ASOCC funds to include, but not limited to, admissions, tour fees, mileage reimbursement, packaged refreshments, souvenirs, hospitality gifts for host chapters, and OCC catering for OCC campus activities.

Transportation: District and/or personal vehicles

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

Location: Long Beach Marine Institute, Long Beach, CA

Dates: Fall 2009 Semester (November 2009)

Department: Marine Science

Cost/Purpose/Funding Source: NTE \$3,700 from Marine Science Department funds

Transportation: District

Conference/Activity: OCC Inline Hockey Club Activities

Location: Various locations within California

Date: 2009-2010 Fiscal Year

Department: ASOCC Inline Hockey Club

Cost/Purpose/Funding Source: NTE \$2,700 per event/sponsor; Club to travel to tournaments, practices, and club events; expenses to include food, supplies, promotional items, and other miscellaneous expenses from ASOCC/club funds/Foundation/club fundraisers/student personal funds

Transportation: District/Personal Vehicle/Air Travel

Conference/Activity: Region VIII Annual CARE Conference

Location: Chapman University, Orange, CA

Date: November 6, 2009

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

Cost/Purpose/Funding Source: Sponsor 15 students to attend the conference; no cost to the college; expenses paid by Region VIII Organization

Transportation: District

Conference/Activity: 1009 Leadership Conference for Puente XVII Students

Location: Cal Poly Pomona, CA

Date: October 2, 2009

Department: Counseling/Puente Program

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

Transportation: District

Conference/Activity: Motivational Conference

Location: UC Riverside, CA

Date: November 7, 2009

Department: Counseling/Puente Program

Cost/Purpose/Funding Source: No expense to the college; expenses paid by University of California, Office of the President

Transportation: District/Personal vehicles

Conference/Activity: Cropwalk for Hunger

Location: Newport Beach, CA

Department: OCC Sierra Club

Cost/Purpose/Funding Source: No cost to college; to raise money for eradicating hunger and to provide water to the agencies designated by the OCC Sierra Club

Transportation: Private vehicles

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 09/27/2009 at 12:53 PM by [redacted] Last Modified on 09/27/2009 at 12:53 PM by [redacted]

3.03 GENERAL ITEMS

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on 09/17/2009 at 12:59 PM by Jodi Rodriguez. Last update on 09/24/2009 by Jodi Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 09/30/2009 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

CARE Toy Drive

Date: October 5 through November 13, 2009
 Location: College Center
 Department: EOPS
 Purpose: Benefitting children of our EOPS students
 Cost/purpose/funding source: No cost to College or District

DDL Open House and Potluck Dinner

Date: October 17, 2009; 6:00 – 8:30 p.m.
 Location: Costa Mesa Center
 Department: Special Programs and Services for the Disabled
 Purpose: Promote community spirit between the DDL students, their families and the staff
 Cost/purpose/funding source: NTE \$750; Special Programs Foundation

DDL Hawaiian Luau

Date: May 7, 2010; 6:00 – 8:30 p.m.
 Location: Costa Mesa Center
 Department: Special Programs and Services for the Disabled
 Purpose: Fundraiser
 Cost/purpose/funding source: NTE \$1,500; Special Programs Foundation

Walk for Brain Injury Awareness

Date: March 27, 2010; 8:00 a.m. – Noon
 Location: Huntington Central Park, Huntington Beach
 Department: Special Programs and Services for the Disabled
 Purpose: Fundraiser
 Cost/purpose/funding source: NTE \$10,000; Special Programs Foundation

Student Exchange through the Annual Transatlantic Global Advocacy Project

Date: June 12-19, 2009
 Location: Scunthorpe, England
 Department: Early College High School in coordination with Newport-Mesa Unified School District
 Purpose: Student exchange; Authorization to reimburse two NMUSD teachers and three ECHS students for travel-related expenses.
 Cost/purpose/funding source: Total amount NTE \$10,120; International Student Tuition fees (Authorization for individual travel and insurance coverage provided by NMUSD)
 (Revision is to increase NTE cost by \$120. Prior Board Approval: 5/6/09)

International Student Workshops and Related Events

Date: Various Dates
 Location: Le-Jao Center
 Department: Admissions and Records/International Student Program
 Purpose: Provide International Student Program information to Students

Cost/purpose/funding source: Ancillary funds

Costco Food Safety Manager Training

Date: October 20, 2009; 8:00 a.m. – 4:00 p.m.

Location: Garden Grove Center

Department: Career and Technology

Purpose: Community Outreach

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

University Transfer Event

Date: November 3, 2009; 5 – 7 p.m.

Location: Costa Mesa Center

Department: Student Services

Purpose: To inform students about transfer opportunities to colleges and universities

Cost/purpose/funding source: NTE \$2000; SAC funds and Transfer Center General funds

Curriculum Training on Civic Engagement and Policy Change Workshop

Date: September 15, 17, 22, 24, and 29, 2009; and October 1, 6, and 8, 2009; 6 – 9 p.m.

Location: College Center

Department: Coastline co-sponsoring with COR Community Development Corporation

Purpose: To provide curriculum training on Civic Engagement and Policy Change

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

Additional Administrative Comment

Expenditure 10/27/2009 (12537.71) - Willie Stanchell - Last Training 10/29/2009 (101.00) - Rodriguez

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 09/30/2009 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****Kathy Johnson Memorial Scholarship Fundraiser**

Date: October 1, 2009 – June 30, 2010 or until book supply is exhausted

Department: Criminal Justice

Purpose: Selling local entertainment books to the general public to raise funds for the Kathy Johnson Scholarship.

Cost/purpose/funding source: 30 – 50% of sales to scholarship.

Criminal Justice Special Events

Date: October 1, 2009 – January 29, 2010

Department: Criminal Justice

Purpose: Open House, Final Inspections, Family Day, Career Day and other agency related functions.

Cost/purpose/funding source: NTE \$250 for refreshments from General Supply funds.

Nursing Department Faculty Retreat

Date: October 19, 2009

Department: School of Nursing

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

Cost/purpose/funding source: \$1,000 for lunch and rental fee of facility if needed from Foundation funds.

GWC Golf Tournament

Date: November 2 or 9, 2009

Department: Athletics

Purpose: Fundraiser

Cost/purpose/funding source: \$10,000 for tournament fees, meal awards, give-aways, and other related expenses from Auxiliary funds.

Annual Season Program (Media Guide)

Date: February 1, 2010 – May 1, 2010

Department: Athletics

Purpose: Fundraiser for Men's Volleyball

Cost/purpose/funding source: \$250 for material fees from Men's Volleyball Foundation Account.

Men's Volleyball Pancake Breakfast Fundraiser

Date: December 5, 2009

Department: Athletics

Purpose: Fundraiser for Men's Volleyball

Cost/purpose/funding source: \$75 for breakfast items from Men's Volleyball Foundation Account.

Additional Administrative Content

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 09/30/2009 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**

Variety of activities, entertainment and performances sponsored by the ASOCC InterClub Council and the ASOCC College Life Committee

Date: 2009-2010 fiscal year

Department: ASOCC InterClub Council, ASOCC College Life Committee, 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, demonstrations, food, refreshments, and supplies. Performances and activities will take place at pre-approved locations throughout the OCC campus.

Cost/Purpose/Funding: The sponsoring program will pay all expenses and cost will be determined by the number of participants. NTE \$500.00 per event

InterClub Carnival

Date: 2009-2010 Academic Year

Department: ASOCC InterClub Council

Purpose: Opportunity for the clubs to participate in outdoor/indoor games and activities.

Cost/Purpose/Funding: NTE \$2,000 / advertising, promotional items, refreshments, miscellaneous expenses/ ASOCC funds

Promotional Items for OCC Clubs

Date: 2009-2010 Academic Year

Department: ASOCC InterClub Council and College Life Committee

Purpose: Purchase of promotional items for use at student events, orientation programs, and meetings.

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

Meetings and Events for OCC Clubs

Date: 2009-2010 Academic Year

Department: ASOCC InterClub Council, College Life Committee, and all officially registered Orange Coast College clubs.

Purpose: Discuss issues, planning, event coordination, and execution of events related to the ASOCC College Life Committee, InterClub Council, and all officially registered Orange Coast College clubs.

Meetings and events expenses may include food, beverages, and the purchase of supplies.

Cost/Purpose/Funding Source: NTE \$300 per event from ASOCC funds

Video Game Night for Students

Date: 2009 – 2010 Academic Year

Department: ASOCC InterClub Council and College Life Committees

Purpose: To provide on-campus entertainment and interaction for the student body.

Cost/Purpose/Funding Source: NTE \$500.00 per event / advertising, promotional items, refreshments, miscellaneous expenses /ASOCC funds

Karaoke for Students

Date: 2009 – 2010 Academic Year

Department: ASOCC InterClub Council and College Life Committees.

Purpose: To provide on-campus entertainment and interaction for the student body.

Cost/Purpose/Funding Source: NTE \$500.00 per event / advertising, promotional items, refreshments, miscellaneous expenses/ ASOCC funds

Athletic Event Attendance

Date: 2009 -2010 Academic Year

Department: ASOCC InterClub Council and College Life Committees.

Purpose: To provide the opportunity for the College Life Committee, InterClub Council, officially registered Orange Coast College clubs, and the general student population to attend and support OCC athletic events as an organization.

Cost/Purpose/Funding Source: NTE \$200.00 per event / advertising, promotional items, refreshments, miscellaneous expenses/ ASOCC funds

Paint-it-out Event

Date: 2009 – 2010 Academic Year

Department: ASOCC College Life Committee

Purpose: To provide the opportunity for the students of Orange Coast College to express thoughts and feelings through art and written communication.

Cost/Purpose/Funding Source: NTE \$200.00 per event from ASOCC funds

"The Art of Alex Grey" Exhibition

Date: November 20, 2009

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

Purpose: Joint fundraiser for Frank M. Doyle Arts Pavilion and The Church of Sacred Mirrors (CoSM), a 501c (3) secular non-profit organization in Wappinger Falls, New York.

Cost/Purpose/Funding Source: NTE \$5,000 from Co-curricular funds. This fundraiser will be a paid event, and donations will be split 50% to OCC Frank M. Doyle Arts Pavilion and 50% to The Church of Sacred Mirrors.

Year-Long Fundraising Community Service Book Drive

Date: 2009-2010 Academic Year

Department: Phi Theta Kappa Honor Society/Alpha Gamma Sigma Honor Society

Purpose: Fundraising/community service book drive in collaboration with BetterWorld Books to benefit one of several non-profit literacy initiatives worldwide and raise funds for the PTK and AGS chapters through incentives offered by BetterWorld.

Cost/Purpose/Funding Source: No anticipated expenses for the project

Guinness World Record Attempt for One-Day Fundraising/Community Service Book Drive

Date: 2009-2010 Academic Year (Date TBA)

Department: Alpha Gamma Sigma Honor Society, with additional support from the Phi Theta Kappa Honor Society, OCC Honors Program, and OCC Foundation

Purpose: OCC students will attempt to set a Guinness World Record for the most books collected for charity in a single day.

Cost/Purpose/Funding Source: Expenses may include, but not limited to, promotion and advertising, T-shirts, printing, postage, food and beverages for volunteers. Corporate sponsors may provide products and services in exchange for recognition. Copies of all required liability waivers/proofs of insurance will be on file prior to the event. All expenses NTE \$3,000 from ASOCC funds.

Honors Open House

Date: September 24, 2009

Department: Academic Honors/Mu Alpha Theta Honor Society

Purpose: Participate in multi-organization honors orientation for students, faculty, and staff

Cost/Purpose/Funding Source: Expenses to include, but not limited to, a contribution of refreshments from OCC Cafeteria, printing/printing supplies, decorations, T-shirts, advertising, and promotional materials. Expenses NTE \$500 from MAT/AGS/ASOCC funds.

Honors Fair

Date: February 16, 2010

Department: Mu Alpha Theta Honor Society

Purpose: Participate in multi-organization honors orientation for students, faculty, and staff

Cost/Purpose/Funding Source: Expenses to include, but not limited to, a contribution of refreshments from OCC Cafeteria, printing/printing supplies, decorations, T-shirts, advertising, and promotional materials. Expenses NTE \$500 from MAT/AGS/ASOCC funds

OCC Mu Alpha Theta Events

Date: 2009-2010 Academic Year

Department: Mu Alpha Theta Honors Society

Purpose: Student-centered meetings and activities

Cost/Purpose/Funding Source: NTE \$500 to include refreshments and promotion/logo items to be paid from PTK/ASOCC funds

Science Night

Date: October 16, 2009

Department: Mu Alpha Theta Honors Society

Purpose: Participate in multi-organizational Science Night for all OCC students, faculty, staff

Cost/Purpose/Funding Source: Expenses NTE \$500 include, but are not limited to, purchase of pre-packaged snacks and beverages, decorations, printing/printing supplies, advertising, and promotion From MAT/ASOCC funds

Assessment Workshop

Date: October 2, 2009

Department: Staff Development

Purpose: Assessment to meet accreditation guidelines

Cost/Purpose/Funding Source: NTE \$3,000 to include food and supplies from Staff Development/Accreditation ancillary funds

"The Student Cause" Activities

Date: 2009-2010 Academic Year

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: To engage students in planning and hosting fundraising and social events and participating in volunteer work; On-campus activities may include, but are not limited to, participation in blood drives; creation of care packages for soldiers and the needy; book, clothing, and toy drives; off-campus activities may include packaging/distribution of food at shelters and soup kitchens, house building for Habitat for Humanity; food and clothing drives; community awareness-raising events; fundraising events may include tournaments, opportunity drawings, telethons, walk-a-thons, and sales of commercially packaged candy
Cost/Purpose/Funding Source: NTE \$1,000 from ASOCC/club funds to include, but not limited to, admissions and fees; packaged refreshments; promotion of events; T-shirts; office supplies, mailing expenses; printing fees, etc. Transportation for off-campus events will be provided by District and/or personal vehicles

6th Annual Bill Alvarez Memorial Wheelchair Rugby Game

Date: October 17, 2009

Department: Spirit of Ability Club

Purpose: Proceeds raised from the event will fund the Spirit of Ability scholarship and the Bill Alvarez Memorial scholarship for disabled students at Orange Coast College. The event is open to the public, and admission is free; a club advisor will be present during the event.

Cost/Purpose/Funding Source: All expenses paid by sponsoring club

High School Counselors' Breakfast

Date: November 13, 2009

Department: Counseling Division

Purpose: annual outreach event to high schools

Cost/Purpose/Funding Source: ASOCC funds; cost dependent on number of participants

Puente Program Educational Events

Date: October – December, 2009

Department: Counseling/Puente Program

Cost/Purpose/Funding Source: NTE \$1,500 to include Mentor Social, Motivational Conference, and Holiday Potluck paid from Puente Project funds

Puente Program Matriculation Dinner

Date: November 4, 2009

Department: Counseling/Puente Program

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

Mentor Social/Holiday Potluck

Date: Fall Semester, 2009 (Date to be determined)

Department: Counseling/Puente Program

Cost/Purpose/Funding Source: Mentor Social to be held in Santa Ana, CA; Holiday Potluck to be held on OCC campus; NTE \$1,500 from Puente/ASOCC funds

1st Annual Foster Youth College Fair

Date: September 26, 2009

Department: Extended Opportunity Programs and Services (EOPS)

Purpose: EOPS to 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 County of Orange Social Services

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

Baseball Team's Golf Tournament

Date: November 9, 2009

Department: Foundation/Physical Education & Athletics

Purpose: Fundraiser for baseball team

Cost/Purpose/Funding Source: NTE \$25,000 from event proceeds; estimated gross donations \$50,000

Golf Team Golf Tournament

Date: October 26, 2009

Department: Foundation/Physical Education & Athletics

Purpose: Fundraiser for golf team

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

Women's Basketball Team Fundraising Dinner

Date: October 28, 2009

Department: Foundation/Physical Education & Athletics

Cost/Purpose/Funding Source: NTE \$3,000 from Foundation funds

Additional Administrative Comment

Action/Agenda Items

Motion:

Created on 09/22/2009 at 12:58 PM by Janylene M. Brown, last modified on 09/22/2009 by Tracey Sanders.

3.03.04 Authorization to Apply for Funded Programs

Meeting: 09/30/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**3.03.04 Authorization to Apply for Funded Programs**

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

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

Golden West College has been awarded the Southern California World Water Forum Innovative Water Conservation Research & Technology Grants for Community Colleges and Universities for a project titled **"Mobile Water Education Project"**. The primary objective of this grant is to provide a positive learning experience for the students to develop a water conservation project which will demonstrate BMP (Best Management Practices) related to rain water capturing and infiltration; incorporating renewable energy technology. As part of the grant, students will present their plans for building of the demonstration station and showcase their project to the GWC grant administrator upon completion of their work for final approval. **(The agreement for this grant was previously Board approved at the November 5, 2008 Board meeting under 4.02 Authorization to Enter Agreements – Golden West College.)**

Fiscal Impact: Golden West College will receive \$10,000 to purchase supplies and materials for a water conservation project from the Metropolitan Water District of Southern California. The original grant agreement was effective from July 1, 2008 through June 30, 2009, however, Golden West College has received an extension through November 30, 2009. The new agreement terms are from July 1, 2008 through November 30, 2009.

Golden West College has applied for the Office of Justice Programs Department of Justice **"GMS Award 2009-D1-BX-0013- Simulator Project"**. Virtual Interactive Combat Environment (V.I.C.E.) is confronting and resolving potential and actual conflict scenarios within the environments that they work. V.I.C.E. enables initial and sustainment training of individual and team skills associated with the tactics, techniques, and procedures from the large scale conflicts to small scale crime. V.I.C.E. provides realist training by integrating patent pending technologies along with high fidelity virtual environments.

Fiscal Impact: If funded, Golden West College will receive \$497,927 to include expenses in areas such as technical hardware, software, support system and coordinator costs. No match is required. On-going financial obligations on the part of the campus are only required if the college continues the training protocol past the grant funding timeline and/or retains the option to keep the equipment purchased with these funds.

Orange Coast College has applied to the California Community Colleges Chancellor's Office for the renewal of the grant titled **"Middle College High School (MCHS) Grant"**. Orange Coast College in collaboration with Newport-Mesa Unified School District seeks renewed funding to maintain and expand the educational vision of the Middle College High School; as well as build on the Career Development and Student Success of our students. The Middle College High School will continue to recruit students who have goals similar to those of the program and are able to function in a college environment and to capitalize on the administrative and curricular benefits of a centralized and state-of-the-art school site. **(Previous Board Approval: July 16, 2008)**

Fiscal Impact: If funded Orange Coast College will receive \$121,846 between July 1, 2008, to and including August 31, 2009 with matching in-kind services of \$661,790 from both Orange Coast College and Newport-Mesa Unified School District. **This grant has received an augmentation of \$14,923. Performance funding is from July 1, 2008 to December 31, 2009. Total amount payable under this grant shall not exceed \$136,769.**

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 08/17/2009 at 12:54 PM by Rana, Hana. Last updated on 09/24/2009 by 7561 Podietez.

3.03.05 Authorization for Disposal of Surplus

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus



Surplus093009.pdf

Additional Administrative Content

Created on 09/29/2009 12:57 PM by CCGP User. Last Modified on 09/29/2009 12:57 PM by CCGP User.

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
COASTLINE COMMUNITY COLLEGE				
Computer	9043920	---	---	I
Computer	9044990	---	---	I
Computer	9048441	---	---	I
Computer	9043248	---	---	I
Computer	9044992	---	---	I
Computer	9043316	---	---	I
Computer	9043255	---	---	I
Computer	9043247	---	---	I
Computer	9012331	---	---	I
Monitor	9037938	---	---	I
Monitor	9036222	---	---	I
Monitor	9015262	---	---	I
Monitor	9043457	---	---	I
Drive	9012328	---	---	I
Computer	9011293	---	---	I
Computer	9041869	---	---	I
Monitor	CS00010	---	---	I
Duplexer	9036363	---	---	I
FAX	8002665	---	---	I
Switch	9049248	---	---	I
Array	9011291	---	---	I
Computer	9048445	---	---	I
Monitor	9020968	---	---	I
Drive	9026544	---	---	I
Switch	9024011	---	---	I
Switch	9048543	---	---	I
Switch	9030284	---	---	I
Switch	9030286	---	---	I
Switch	9048542	---	---	I
Switch	9043141	---	---	I
Switch	9048538	---	---	I
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Switch	9043132	---	---	I
Switch	CS00223	---	---	I
Computer	CS00110	---	---	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9048459	---	---	I
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Switch	9030253	---	---	I
Switch	CS00232	---	---	I
Switch	9036740	---	---	I
Switch	9049250	---	---	I
Switch	9048551	---	---	I
Switch	9048547	---	---	I
Switch	9043140	---	---	I
Switch	9043137	---	---	I
Switch	CS00218	---	---	I
Switch	9043122	---	---	I
Switch	9043133	---	---	I
Switch	9043119	---	---	I
Switch	9043123	---	---	I
Switch	9043139	---	---	I
Scanner	9049102	---	---	I
Monitor	CS00272	---	---	I
Monitor	9037617	---	---	I
Printer	9043150	---	---	I
Monitor	9029735	---	---	I
Monitor	9043439	---	---	I
Monitor	CS00038	---	---	I
Monitor	9016375	---	---	I
Monitor	9016029	---	---	I
Monitor	9016214	---	---	I
Monitor	9021040	---	---	I
Monitor	9021046	---	---	I
Monitor	9016141	---	---	I
Monitor	9021054	---	---	I
Monitor	9016194	---	---	I
Monitor	9021059	---	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Monitor	9016371	---	---	I
Monitor	9021062	---	---	I
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Monitor	9037670	---	---	I
Computer	9036503	---	---	I
Computer	9048578	---	---	I
Monitor	9016171	---	---	I
Monitor	9016826	---	---	I
Monitor	9021066	---	---	I
Monitor	9043267	---	---	I
Monitor	9026805	---	---	I
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Monitor	9029810	---	---	I
Monitor	9036551	---	---	I
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Monitor	9029805	---	---	I
Monitor	9029804	---	---	I
Monitor	9036555	---	---	I
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Monitor	9036223	---	---	I
Monitor	9049217	---	---	I
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Monitor	CS00167	---	---	I
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Switch	9048557	---	---	I
Switch	9048535	---	---	I
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Computer	9030653	---	---	I
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Computer	9049263	---	---	I
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ZIP Drive	9037689	---	---	I
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Monitor	9048426	---	---	I
Computer	9041829	---	---	I
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Monitor	9036326	---	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Computer	9037811	---	---	I
Computer	9037810	---	---	I
Computer	9037804	---	---	I
Monitor	CS00098	---	---	I
Printer	9037783	---	---	I
Monitor	9029744	---	---	I
Monitor	9036335	---	---	I
Monitor	9039867	---	---	I
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Monitor	9049081	---	---	I
Monitor	9049085	---	---	I
Monitor	9049087	---	---	I
Monitor	9049088	---	---	I
Computer	9043524	---	---	I
Computer	9039935	---	---	I
Computer	9049213	---	---	I
Computer	9048647	---	---	I
Computer	9048585	---	---	I
Computer	9048586	---	---	I
Computer	CS00124	---	---	I
Computer	9048587	---	---	I
Computer	CS00123	---	---	I
Computer	9043205	---	---	I
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Monitor	9016240	---	---	I
Monitor	CS00037	---	---	I
Monitor	9020258	---	---	I
Monitor	9043467	---	---	I
Monitor	9029504	---	---	I
Monitor	9036487	---	---	I
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Monitor	9020262	---	---	I
Monitor	9021039	---	---	I
Monitor	9021071	---	---	I
Monitor	9037743	---	---	I
VCR	9043335	---	---	I
Computer	9048490	---	---	I
Monitor	9048431	---	---	I
Monitor	9048428	---	---	I
Computer	9043229	---	---	I
Monitor	CS00271	---	---	I
Monitor	9043372	---	---	I
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Computer	9049041	---	---	I
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Computer	9043012	---	---	I
Computer	9043015	---	---	I
Computer	9043016	---	---	I
Computer	9043018	---	---	I
Computer	9043019	---	---	I
Computer	9043153	---	---	I
Computer	9043188	---	---	I
Computer	9043196	---	---	I
Computer	9048661	---	---	I
Computer	9048705	---	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9048706	---	---	I
Computer	9048707	---	---	I
Computer	9048707	---	---	I
Computer	9048708	---	---	I
Computer	9048709	---	---	I
Computer	9048711	---	---	I
Computer	9048712	---	---	I
Computer	9048713	---	---	I
Computer	9048714	---	---	I
Computer	9048715	---	---	I
Computer	9048717	---	---	I
Computer	9049011	---	---	I
Computer	9049012	---	---	I
Monitor	9049145	---	---	I
Monitor	9049146	---	---	I
Monitor	9049147	---	---	I
Monitor	9049148	---	---	I
Monitor	9049149	---	---	I
Monitor	9049150	---	---	I
Monitor	9049151	---	---	I
Monitor	9049154	---	---	I
Monitor	9049155	---	---	I
Monitor	9049156	---	---	I
Monitor	9049157	---	---	I
Monitor	9049158	---	---	I
Monitor	9049159	---	---	I
Monitor	9049160	---	---	I
Monitor	9049161	---	---	I
Monitor	9049162	---	---	I
Monitor	9049163	---	---	I
Monitor	9049164	---	---	I
Monitor	9049165	---	---	I
Monitor	9049166	---	---	I
Monitor	9049167	---	---	I
Monitor	9049168	---	---	I
Monitor	9049169	---	---	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9049170	---	---	I
Monitor	9049171	---	---	I
Monitor	9049172	---	---	I
Monitor	9049173	---	---	I
Monitor	9049174	---	---	I
Monitor	9049316	---	---	I
Monitor	9049591	---	---	I
Drive	CS00151	---	---	I
Drive	CS00152	---	---	I
Drive	CS00153	---	---	I
Drive	CS00154	---	---	I
Drive	CS00155	---	---	I
Drive	CS00156	---	---	I
Drive	CS00157	---	---	I
Drive	CS00158	---	---	I
Drive	CS00159	---	---	I
Drive	CS00160	---	---	I
Drive	CS00163	---	---	I
Computer	9048474	---	---	I
Monitor	CS00809	---	---	I
Monitor	CS00813	---	---	I
Monitor	CS00825	---	---	I
Monitor	CS00829	---	---	I
Monitor	CS00844	---	---	I
Monitor	CS00846	---	---	I
Monitor	CS00849	---	---	I
Monitor	CS00856	---	---	I
Monitor	CS00858	---	---	I
Monitor	CS00864	---	---	I
Monitor	CS00868	---	---	I
Monitor	CS00870	---	---	I
Monitor	CS00873	---	---	I
Monitor	CS00935	---	---	I
Monitor	CS00939	---	---	I
Monitor	CS00945	---	---	I
Monitor	CS00970	---	---	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
GOLDEN WEST COLLEGE				
Computer	9044224	P3	41775	I
Computer	9044768	P3	42182	I
Computer	9044752	P3	42193	I
Computer	9044197	P3	41772	I
Computer	9044776	P3	42199	I
Computer	9044758	P3	42183	I
Computer	9050201	P3	43504	I
Computer	9048846	P3	43412	I
Computer	9048966	P3	42100	I
Computer	9050947	P4	43041	I
Computer	9030954	P4	43040	I
Computer	9050950	P4	43045	I
Computer	9050949	P4	43038	I
Computer	9051042	P4	43505	I
Computer	9051040	P4	43500	I
Monitor	None019	A2M6016	T013513	I
Monitor	9061604	DX700T	MH81HC000687	I
Monitor	9038345	DX700T	MHB11B001719	I
Monitor	None018	M0401	5288214	I
Monitor	9020338	M4614LL/A	CY6393LQ6UC	I
Monitor	9037276	XJ700T	HD73J4011602	I
Monitor	9051366	1800FP	MX07R4774832337N05YP	I
Monitor	None010	Sunray 150	080020F81815	P
Monitor	None007	Sunray 150	080020F0C925	P
Monitor	None008	Sunray 150	080020F7EF2D	P
Monitor	None009	Sunray 150	080020F8181D	P
Monitor	None006	Sunray 150	080020F818D4	P
Monitor	None005	Sunray 150	080020F81841	P
Monitor	None004	Sunray 150	080020F8073B	P
Monitor	None003	Sunray 150	080020FD4AEA	P
Monitor	None002	Sunray 150	080020F800FE	P
Monitor	None001	Sunray 150	080020F8169F	P
Scanner	None021	1650 Photo Scanner	DRNX066803	I
Scanner	9051722	Perfection 3200 Pro	E3UW008909	I
Scanner	9044526	Scanjet 4300	MD05M112Y5	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	None028	850	AZN1092531	I
Printer	9062451	Deskjet 722	US77Q1R175EC	I
Printer	None015	InkJet 930c	MY02Q110MH	I
Printer	None012	Photo 2000p	CHU0003A46	I
Switch	None027	FH8240	M07092491A	P
TV	9038725	J26200DW	108636966	I
TV	None023	KY-27V20	8114766	I
TV	None016	PressView 21SR	MNA5260A0024	I
TV	9050192	T19408	C295DA6J	I
TV	None011	T19408	C295DA15L	P
VCR	9028159	PV-8400	B8MA24047	I
VCR	9030949	PV-V4611	J11C74590	I
Computer	9013674	6100	X851325H4TZ	I
Computer	9015476	710/80 au	FC5334V444K	I
Computer	None014	8500/180	XB63511V8FB	I
Computer	9028297	G3	XB821ALSCTA	I
Computer	9026910	G3	XB7514S5AZ3	I
Computer	9030827	G3	XA91817UGGM	I
Computer	9030925	G3	XA91817MGGM	I
Computer	9030834	G3	XA91817GGGM	I
Computer	9044965	G4	XB148OPTKSD	I
Computer	9041343	G4	XB0139X1J2S	I
Computer	9041369	G4	XB0139XGJ2S	I
Computer	9061334	G5	G85312T8RTZ	I
Computer	3004142	II CX	F9351Z4M5685	I
Computer	3001576	II GS	E7043CZA2S6000	I
Computer	9013890	M0001 Plus	F4203A7M0001	I
Computer	9012141	M001A	F4216KZM0001	I
Computer	3001686	M001W	---	I
Computer	3002633	SE	F912D62M5011	I
Computer	3001636	SE/30	E04408GM5392	I
DVD Recorder	08313	CD 1050M-C	137999	I
DVD/VCR Combo	9062964	PV-D4745	C5IA40409	I
DVD/VCR Combo	9062853	PV-D4745	E5IA43165	I
DVD/VCR Combo	None026	SLV-D350P	0476036	I
Typewriter	None022	GX-6750	D2E262109	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Typewriter	None013	Wheelwriter 1000	11RFY54	P
Hard Drive	9029141	2184-004P	A543731	I
Modem	9014877	480	0186ZM3X1231	I
Floppy Drive	9010435	A9MX106	Y6A0HBY	I
Slide Projector	None030	AF-1	3000596	I
CD ROM	3002668	CD SC Plus	SS2040FRM3021	I
CD ROM	None017	CD300	SS3270PYM3023	I
Mixer	None024	D88	(21) BR14073	P
Mixer	None025	D88	AJ10665	P
Power Supply	9033848	DM1103	BS11503	P
Power Supply	9042808	DM1103	(21) BS15120	P
Projector	None031	Ektagaphic III AMT	A-570100	I
Video Interface	9027490	ER8807	316642	I
External Floppy Drive	9010448	M0131	Y650KJV	I
Cassette Player	00230	TC-FX310	812518	I
Video Processor	9029398	VP251	1895-11238	I
Zip Drive	9020732	Z100S	RALH42D7LY	I
Zip Drive	9020735	Z100S	RAEH4302KN	I
Zip Drive	9015537	Z100S	RAB60710WX	I
Zip Drive	9020772	Z100S	RABH43D0TA	I
Zip Drive	9020734	Z100S	RAGH38D21K	I
Zip Drive	9020731	Z100S	RABHY43D17E	I
Zip Drive	9020761	Z100S	RCHH41D0LU	I
Zip Drive	9020758	Z100S	RAFH43D0BR	I
Zip Drive	9020771	Z100S	RABH42D09P	I
Zip Drive	9015546	Z100S	RAAG05283	I
Overhead Projector	9038647	301	1222102	I
Overhead Projector	9038598	301G	---	I
Overhead Projector	None029	3850A	9336188	I
Overhead Projector	9041398	9850	---	I
Overhead Projector	3000600	IIIB	A-208114	I
Printer	9015601	LaserJet 4M+	JPGK140604	I
Printer	9041380	Laserjet 5Si MX	USDK001702	I
Printer	9010779	LaserJet III	3107J60886	I
Printer	9015518	LaserJet III	3140J01066	I
Printer	9050136	N2125	LE9220983	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9050822	Laserjet 4600n	JPCKB23687	I
Printer	None020	StyleWriter 6500	HG72320V19CC	I
Printer	9028009	XG-E1200	712316798	I
Printer	9027561	XG-E1200	710314659	I
Copier	9061990	FP-7845	IAWMB318621	I
FAX	9061655	DeskJet 920	MY12GF3218TA	I
FAX	9061705	kx-fl501	2CAFC139420	I

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 09/30/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

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

ANTHROPOLOGY: THE FOUR FIELDS

NILRC (IL)

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

ASTRONOMY: OBSERVATIONS AND THEORIES

CUNY-TV (NY)

Term of Agreement: September 13, 2009 – March 12, 2010

CHILD DEVELOPMENT: STEPPING STONES

Allan Hancock College (CA)

Term of Agreement: August 24, 2009 – December 16, 2009

CUNY-TV (NY)

Term of Agreement: September 13, 2009 – March 12, 2010

San Bernardino Community College District (CA)

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

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Educational Teleconsortium of Michigan (IL)

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

Educational Teleconsortium of Michigan (IL)

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

Tennessee Board of Regents (TN)

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

CYCLES OF LIFE: EXPLORING BIOLOGY

CUNY-TV (NY)

Term of Agreement: March 13, 2009 – September 12, 2010

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

NILRC (IL)

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

Tennessee Board of Regents (TN)

Term of Agreement: August 6, 2009 – August 5, 2012

MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION

CUNY-TV (NY)

Term of Agreement: March 13, 2009 – September 12, 2010

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Educational Teleconsortium of Michigan (IL)

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

PSYCHOLOGY: THE HUMAN EXPERIENCE

CUNY-TV (NY)

Term of Agreement: September 13, 2009 – March 12, 2010

NILRC (IL)

Term of Agreement: January 1, 2010 – December 31, 2013

Tennessee Board of Regents (TN)

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

TRANSITIONS THROUGHOUT THE LIFE SPAN

CUNY-TV (NY)

Term of Agreement: March 13, 2009 – September 12, 2010

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

0:00:00 09/27/2009 12:55 PM 1:11:11 PM Last Modified on 09/27/2009 by J. Rodriguez

Agenda Item Content

After review by the College President and CCCD General Counsel, it is recommended by the Interim Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. (Copies of agreements are attached to each Trustee's Agenda.)

**Non-Standard Clinical Affiliation Agreement
(See Attachment # 4)**



Fountain Valley Regional Hospital Clinical Agreement.pdf

Additional Addressed to the Editor

Action Agenda Detail

Motion:

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 09/30/2009 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**

After review by District's General Counsel, and the Interim College President, it is recommended by the Interim Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. It is further recommended that the Board President, or designee, be authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

Children's Hospital of Orange County Non-Standard Clinical Affiliation Agreement
Orange, CA

Term: October 1, 2009, to September 30, 2011

Compensation: None

(See Attachment # 2)

NEW

Riverside Community Hospital Standard Clinical Affiliation Agreement
Riverside, CA

Term: October 1, 2009, to June 30, 2014

Compensation: None

UC Davis Health System Non-Standard Clinical Affiliation Agreement
Sacramento, CA

Term: October 1, 2009, to September 30, 2011

Compensation: None

(Attachment # 6)

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



UC Davis Agreement.pdf

Additional Administrative Content**Action/Agenda Details**

Agenda Item

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 09/30/2009 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**

None

Additional Administrative Content

Created: 09/17/2009 2:12:37 PM by: Linda S. Sanchez; Last updated: 09/24/2009 by: Joe Rodriguez

3.03.10 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 09/30/2009 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**

Name and Acronym: California Community Colleges Chief Instructional Officers (CCCCIO)

Term of Membership: July 1, 2009 – June 30, 2010

Cost: \$300

Purpose: Membership promotes teaching and learning in the California Community Colleges.

Name and Acronym: California Community College Fastpitch Coaches Association (3CFCA)

Term of Membership: July 1, 2009 – June 30, 2010

Cost: \$100

Purpose: Allows access to regional and state tournaments, voting rights at conference and state meetings, access to 3CFCA statistics website, and receives rule book and policy updates.

Name and Acronym: Accrediting Commission for Community and Junior Colleges (ACCJC)

Term of Membership: July 1, 2009 – June 30, 2010

Cost: \$19,116

Purpose: Required membership to maintain the college's accreditation and eligibility for state, federal and veterans' program funds.

Name and Acronym: South Coast Higher Education Council (SCHEC)

Term of Membership: July 1, 2009 – June 30, 2010

Cost: \$50

Purpose: To share articulation/transfer information and provide a channel of communication among the segments of Higher Education.

Additional Administrative Comment

Created on 08/17/2009 at 12:53 PM by C:\Users\B... \Documents\Agenda\3.03.10.doc

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

Meeting: 09/30/2009 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**

Name and Acronym: Learning Resources Network

Term of Membership: 2009-2010

Cost: \$595.00

Purpose: Membership provides information, consulting, and training services for six staff members and guarantees to increase enrollment, boost income, and save costs.

Additional Administrative Comment**Action Agenda Detail**

Motion:

Original: 09/23/09 10:56 AM; Updated: 09/23/09 10:56 AM; Approved: 09/23/09 10:56 AM

3.03.12 Authorization for Purchase of Institutional Memberships - District

Meeting: 09/30/2009 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**

Name and Acronym: Costa Mesa Chamber

Term of Membership: November 1, 2009 – November 1, 2010

Cost: \$600.00

Purpose: Membership will provide access to the city business and industrial base through both the activities and publication of the chamber.

Additional Administrative Content

Created on 09/07/2009 by ASH/MLB: 09/07/2009 12:00:00 PM, 09/07/2009 12:00:00 PM, 09/07/2009 12:00:00 PM

3.03.13 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

**3.03.13 Authorization for Off-Campus Assignments -
Coastline Community College**

Name: Dan Jones
Title: Executive Dean, Instructional Systems Development
Organization: 3C Media Solutions Advisory Committee (CCC Confer)
Assignment: Committee Member
Term: July 1, 2009 — June 30, 2010

Additional Administrative Content

Created on 09/20/09 at 12:33 PM by Elaine Swanson. Last updated on 09/20/2009 by Elaine Swanson.

3.03.14 Authorization for Community Activities - Orange Coast College

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar.
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.14 Authorization for Community Activities -
Orange Coast College**

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of October 1, 2009 – June 30, 2010. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

REVISION TO PREVIOUS BOARD ACTION:**PROFESSIONAL EXPERTS**

OCC MASTER'S ADULT SWIMMING PROGRAM, Add Presenters: Keith Ryan and Adam Lee.
Compensation will be paid monthly at an hourly rate of \$25 per hour for the presenters listed above, NTE \$7000 per presenter. (P) (prior Board approval 9/2/09)

Additional Administrative Notes

Created: 09/30/2009 11:25:30 PM by AL, revised: 09/30/2009 11:25:30 PM by AL

3.03.15 Sailing Program - Orange Coast College

Meeting: 09/30/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.03.15 Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of October 1, 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.

OCC Women's Crew will host the following events to promote and raise funds for the team. Expenses NTE \$700 from ancillary funds.

September-October, 2009	Team Pizza Social with Men's crew team
December 5, 2009	Parents Learn To Row (LTR) – Crew Base/Newport Harbor
January 15-17, 2010	Crew Garage Sale Fundraiser- Long Beach
March 2010	Alumni Dinner and Row - Gym Foyer/Newport Harbor
May 2010	Annual Team Banquet – Newport Harbor

Student Trip

Conference/Activity: OCC Women's Crew to attend scrimmage with UCSB
 Location: Santa Barbara, CA
 Dates: October 17, 2009
 Department: Physical Education & Athletics
 Cost/Purpose/Funding Source: Entry fee - TBA to be paid from ancillary funds.
 Transportation: District transportation or students may provide own transportation.

Conference/Activity: OCC Women's Crew to attend "Row For the Cure"
 Location: Mission Bay, CA
 Dates: October 25, 2009
 Department: Physical Education & Athletics
 Cost/Purpose/Funding Source: Entry fee - TBA to be paid from ancillary funds.
 Transportation: District transportation or students may provide own transportation.

Conference/Activity: OCC Men's & Women's Crew to attend USD scrimmage
 Location: San Diego, CA
 Dates: January 24, 2010
 Department: Physical Education & Athletics
 Cost/Purpose/Funding Source: Entry fee – TBA to be paid from ancillary funds.
 Transportation: District transportation or students may provide own transportation.

PROFESSIONAL EXPERTS

BASIC SAFETY TRAINING (STCW Certificate); Fee: \$750 to \$895, 12 to 14 hours, Presenters: Christopher McNally, Robert Burns, Brian Kfoury (F)

REVISIONS TO PREVIOUS BOARD ACTION

ALASKA EAGLE 2009 OFFSHORE VOYAGES; Fee: \$1495 to \$3995, 5 to 21 days; Add Presenters: Carol Hasse (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 by Sailing Center at no cost to the District (F) prior approval October 1, 2008).

Additional Administrative Content

Created on 08/17/2009 at 12:58 PM by Lynnette Minton. Last updated on 09/24/2009 by Jodi Rodriguez

3.04 PERSONNEL ITEMS

Meeting: 09/30/2009 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: 09/17/2009 4:12:58 PM by: CCCLHR Last Updated on: 09/24/2009 5:00:00 PM by: CCCLHR

3.04 PERSONNEL ITEMS

3.04.01 Authorization for Leaves of Absence

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

Wood, Melanie, OCC, Clerk, Sr, Classified Unit, 100% LOA/wop under the Family and Medical Leave Act of 1993 for the period 08/19/09 through 09/15/09.

3.04.02 Authorization for Pay Changes, Academic Staff

It is recommended that authorization be given for the following contract adjustments for the reasons specified below:

Faculty

Brownell, Beverly, GWC, Instructor, Nursing, increase total contract to A-V-09+DOC due to receipt of doctorate, effective 08/31/09.

3.04.03 Authorization for Changes in Assignments, Academic Staff

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

Faculty

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Smith, Kevin	OCC	Counselor, 197 Day	Instructor P.E., 175 Day	08/31/09

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>
Iacopetti, Anthony	OCC	III 05	IV 06
Miyadi, Barbara	GWC	II 09	III 10
Wheaton, Dana	OCC	II 12	III 13

3.04.05 Authorization for Reclassification, Classification Reductions, Reorganization Reassignments, Classified Staff

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

Reclassification

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Schramm, Lim	GWC	Div/Area Office Coordinator	Div/Area Admin Coord	07/01/09

Permanent Reassignment

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Nguyen, Julie	GWC	Staff Aide E-48-05	Computer Serv Rep E-48-05*	08/31/09

*Voluntary classification change.

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

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Frohn, Patrick	GWC	Athletic Trainer	Regular	Fluctuating*	07/01/08	06/30/09
George, Constance	GWC	Athletic Trainer	Regular	Fluctuating*	07/01/08	06/30/09

*3% shift differential, negotiated June 2009 by CFCE CBA.

3.04.07 Authorization for Professional Experts

It is recommended that authorization be given for the following professional experts:

Professional Experts over \$10,000.00

Leighton, John, CCC, to research, develop, and write grant proposals, for the period 10/10/09 to 01/09/10, to be paid by timecard at \$100.00 per unit, 8.571 units per week, for 14 weeks, compensation to be \$12,000.00.

Other Professional Experts

Eldridge, Keven, CCC, to conduct Contract Education Not for Credit Resume Writing Workshop Series, for the period 10/01/09 to 06/30/10, to be paid by timecard at \$10.00 per unit, 2.5 units per week, for 36 weeks, total compensation to be \$900.00.

Flores, Elizabeth, GWC, to increase student enrollment and student rates in CTE through high school outreach, counseling, and process improvement, for the period 10/01/09 to 06/30/10, to be paid at \$100.00 per unit, 11.54 units per week, for 39 weeks, total compensation to be \$5,625.00.

LaBounty, Jennifer, OCC, workshop presenter at the Re-Entry Center, for the period 10/07/09 to 12/03/09, to be paid at \$10.00 per unit, 18.75 units per week, for 8 weeks, total compensation to be \$1,500.00.

Ooten, Cheryl, OCC, workshop instructor for Re-Entry Center, for the period 10/20/09 to 12/03/09, to be paid at \$100.00 per unit, .428 units per week, for 7 weeks, total compensation to be \$300.00.

Sagen, Arthur J., CCC, to provide Curatorial Services for the Coastline Art Gallery, for the period 09/01/09 to 12/31/09, to be paid by timecard at \$100.00 per unit, 4.444 units per week, for 18 weeks, total compensation to be \$8,000.00.

Wolzinger, Renah, GWC, to develop digital media program course outlines and certificates, for the period 10/01/09 to 12/20/09, to be paid at \$100.00 per unit, 4.167 units per week, for 12 weeks, total compensation to be \$5,000.00.

Revision to Previous Board action

Carpenter, William, DIST, to complete the research and development of the district-wide degree audit project, extend end date from 09/30/09 to 12/31/09, to be paid by timecard at \$100 per unit, 6.25 units per week, for 12 weeks, additional compensation to be \$7,500.00.

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 09/30/2009 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 09/17/2009 at 12:58 PM by CCCD-HR. Last update on 09/24/2009 by Jodi Rodriguez.

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 09/30/2009 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

IC Name: Denise Cusano Instructional Design, Inc.
 Services: Review 10 videos for Anatomy & Physiology telecourse @ \$500/video
 Payment Schedule/Compensation: Total contract amount NTE \$31,850
 Term of Agreement: October 1, 2009 – June 30, 2010
 Source of Funding: Funds received in support of this project
 (Revision is to increase assignment and NTE figure by \$5,000. Prior Board Approval: 09/16/09)

UNDER \$10,000

IC Name: CW Dixon Associates, Inc.
 Services: Narration of lessons and glossary for the new Online Introduction to Physical Geology course
 Payment Schedule/Compensation: Seven lessons @ \$300/lesson and glossary @ \$2,100/NTE \$4,200
 Term of Agreement: October 1, 2009 – June 30, 2010
 Source of Funding: Funds received in support of this project

IC Name: Gardner, Nancy
 Services: Review publisher's copy of textbook for the new Chemistry telecourse @ \$32/hour
 Payment Schedule/Compensation: Total contract amount NTE \$4,750
 Term of Agreement: October 1, 2009 – June 30, 2010
 Source of Funding: Funds received in support of this project
 (Revision is to increase assignment and NTE figure by \$500. Prior Board Approval: 06/17/09)

IC Name: Koenig, William
 Services: Narration of lessons for the new online Introduction to Physical Geology course
 Payment Schedule/Compensation: Seven lessons @ \$300/lesson/NTE \$2,100
 Term of Agreement: October 1, 2009 – June 30, 2010
 Source of Funding: Funds received in support of this project

Additional Administrative Content

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 09/30/2009 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

IC Name: Nguyen, Hang
 Services: Film output and DVD duplication of monthly Police Officers and Standards Training "Case Law Today" series
 Payment Schedule/Compensation: \$2,876.44 per month, NTE \$40,000.00
 Term of Agreement: October 1, 2009 – June 30, 2010
 Source of Funding: New Media Center Auxiliary funds

UNDER \$10,000

IC Name: See list of names below
 Services: Performers at GWC Fall Choir Concert Orchestra
 Payment Schedule/Compensation: \$200 each, except where noted, NTE \$3,200, payable within 30 days of performance
 Term of Agreement: October 24, 2009
 Source of Funding: Associated Students of Golden West College funds

Nadejda Lesinska (+\$150 concert mistress stipend)

Roman Selezinka

Victoria Selezinka

Sandra Kyung

Cheri Hutchison-Dierl

Ann Cavadini-Goodwin

Rachel Coosaia

Charles V Gross

Jennifer Hall

Chris Dierl (+ \$250.00 contracting)

Steve Charpie

Jostein Aarflot

Michael J. Zelazo

Jordan Witherspoon

IC Name: Michael Lopez

Services: Mariachi Band for Mexican Independence Day event

Payment Schedule/Compensation: \$350.00

Term of Agreement: September 16, 2009

Source of Funding: Associated Students funds

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 09/30/2009 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.

UNDER \$10,000

IC Name: Alancraig, Marcy

Date: October 2, 2009

Services: Provide assessment instruction to faculty and staff

Payment Schedule/Compensation: To be paid a one-time payment of \$1,000, payable within 30 days of completion and submission of invoice; college to pay additional expense of air fare and hotel; All expenses paid from Staff Development District funds upon completion of work and submission of invoice

IC Name: Conquest Investigations

Date: October 1, 2009 - January 30, 2010

Services: Develop a curriculum for the Extended Education Juvenile Alcohol and Drug Awareness program

Payment Schedule/Compensation: To be paid a one-time payment of \$1,000 from Extended Education funds; payment to be made upon completion of services and submission of invoice.

IC Name: Mosher, L. Cameron

Date: November 24, 2009

Services: Serve as a guest speaker for The Principles of Empowerment workshop

Payment Schedule/Compensation: To be paid a one-time payment of \$300 from ASOCC funds; payment to be made upon completion of services and submission of invoice.

IC Name: Pacheco, Robert

Date: October 2, 2009

Services: Provide assessment instruction to faculty and staff

Payment Schedule/Compensation: To be paid a one-time payment of \$725, which includes mileage, from Staff Development District funds upon completion of work and submission of invoice.

IC Name: Ready Mark Distributor - Don Sproul Company

Date: October 1, 2009 to June 30, 2010

Services: Service and replace poster paint units and supplies in the ASOCC workroom

Payment Schedule/Compensation: \$700 per visit for two visits, NTE \$1400; payment made upon receipt of invoices

IC Name: Vallance, Jeffrey

Date: October 15, 2009

Services: Lecture on art work followed by a demonstration on constructing reliquaries for art students in conjunction with a "Personal Reliquary" assemblage sculpture project

Payment Schedule/Compensation: One-time payment of \$150 from ASOCC funds, to be paid upon

completion of work and submission of invoice

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/17/2009 at 12:58 PM by Lynnette Minton. Last Update on 09/24/2009 by Jodi Rodriguez.

3.05.04 Authorization for Independent Contractors - District

Meeting: 09/30/2009 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

IC Name: Alan C. Levin

Services: To develop, design and enhance the usability of www.GWCpathways.com for the SB70/SB1133 Grant.

Payment Schedule/Compensation: To be paid \$13,425 upon completion of the project, NTE \$13,425.

Term of Agreement: October 1, 2009 - December 18, 2009

Source of Funding: SB70/SB1133 Grant Funds

Additional Administrative Content

Created on 09/25/2009 at 10:44 AM by CCRS/Adm. L. Stupard on 09/24/2009, by Rodriquez

3.05.05 Authorization for Staff Development - Golden West College

Meeting: 09/30/2009 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**

Library Department Symposium

Date(s): November 16, 2009

Purpose: Planning for move into new library building and customer service training.

Cost/Purpose/Funding Source: \$265 for food and materials from IPD and Staff Development funds.

Life Science Department Symposium

Date(s): October 30, 2009

Purpose: To familiarize Life Sciences faculty with the Bolsa Chica Wetlands as a field trip location for classes.

Cost/Purpose/Funding Source: \$150 for food and materials from IPD and Staff Development.

Additional Administrative Content

Created on 09/17/2009 at 12:53 PM by: [redacted] Last updated on 09/24/2009 by: [redacted]

3.06 FINANCIAL APPROVALS

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 08-17-2009 at 12:51 PM by Jodi Rodriguez / Last updated on 09-21-2009 by Jodi Rodriguez

3.06.01 Approval of Purchase Orders

Meeting: 09/30/2009 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 08/17/2009 at 12:58 PM by CCCB Purch Last update on 09/24/2009 by Jodi Rodriguez

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0318135	WestEd Open PO for SB70 evaluation grant services. Board Date: 02/18/09	DIS	5899	539,925.00
P0318123	Mobile Modular Management Corp Rental fee for temporary modular classroom labs and Bldg D (GOB)	OCC-GB	6252	143,054.10
P0318118	Painting and Decor LTD College Center exterior metal panels restoration Bid #1967. Board Date: 06/17/09	CCC	6250	108,500.00
P0318197	Goodwill Industries of OC Classroom sign language interpreter services	OCC	5899	50,000.00
P0318170	LRH Consulting IC to assist the three campuses in implementation of Tech Prep Grant	OCC	5899	46,080.00
P0318144	Smarthinking Inc On-line tutoring services. Board Date: 09/02/09	OCC	5801	45,000.00
P0318122	Community College League of Calif On-line electronic Library reference material.	CCC	5306	43,013.56
P0318134	Education 4 Work Open PO for SB70 Grant project services	DIS	5899	30,000.00
P0318207	Dowden Associates Inc On going consultation services for Title III Strengthening Institutions Grant	OCC	5899	27,900.00
P0318125	VQS Enterprises Inc Spring 2010 class schedule Bid 1944. Board Date: 01/16/08	OCC	4321	16,356.00
P0318109	Cox, Steve IC for preparing online lab lessons for lab course. Board Date: 08/19/09	CCC	5112	15,000.00
P0318198	Vital Link Orange County Recruitment for Tech Prep Regional Coordination Grant faculty and counselors	OCC	5899	10,000.00
P0318107	ACS Education Services Inc	DIS	5899	9,000.00
P0318204	Fisher Scientific	OCC-GB	6411	8,904.40
P0318124	VQS Enterprises Inc	OCC	4321	8,901.19
P0318169	Preferred Property Maintenance	GWC	6250	8,675.00
P0318210	Roger Higgins & Associates	OCC-GB	6411	8,535.40
P0318159	Maquet Inc	OCC	6405	8,137.99
P0318101	Hughes, Harry	CCC	5112	8,000.00
P0318096	Pro Line Gym Floors	OCC	5657	7,000.00
P0318226	Snap-On Tools	GWC	6401	6,775.07
P0318175	EBSCO Subscription	GWC	5306	6,725.09
P0318092	Digital Networks Group Inc	OCC-GB	6250	6,480.71
P0318217	Snap-On Tools	GWC	4312	6,006.65
P0318195	Xerox Corp	CCC	5682	6,000.00
P0318093	Digital Networks Group Inc	OCC-GB	6250	5,836.14

Purchase Orders

P0318150	Dell Higher Education	DIS	6401	5,494.99
P0318183	Mortlock, Mary	CCC	5112	5,000.00
P0318227	Snap-On Tools	GWC	6411	4,805.84
P0318098	Provanantage Corp	DIS	4315	4,552.25
P0318223	Bob's Shade & Linoleum	GWC	5650	4,000.00
P0318213	Study in the USA Inc	CCC	5899	3,350.00
P0318192	Shutterstock Images LLC	CCC	5748	3,254.00
P0318216	Snap-On Tools	GWC	4312	3,224.13
P0318086	Collegesource Inc	CCC	5699	3,075.00
P0318188	OC Media Group LLC	CCC	5850	3,000.00
P0318199	AAA Flag & Banner Mfg Co Inc	CCC	4310	3,000.00
P0318097	SARS Software Products Inc	CCC	5699	2,700.00
P0318177	Baker & Taylor	GWC	6301	2,614.71
P0318087	Landauer Inc	OCC	5801	2,500.00
P0318128	EastWest Education	OCC	5850	2,444.00
P0318099	SIGMA net Inc	CCC	5699	2,395.00
P0318172	SurveyMonkey.com	CCC	5306	2,250.00
P0318184	Randall, Kathy	CCC	5112	2,250.00
P0318162	Marriott Costa Mesa Suites	DIS	5899	2,214.80
P0318193	Office Depot	GWC	4312	2,000.00
P0318126	Sun Environmental Engineering Services, Inc	OCC-GB	5899	1,900.00
P0318196	Digital Networks Group Inc	OCC	5650	1,842.12
P0318151	Assoc	OCC	4312	1,680.57
P0318108	Office Depot	DIS	4312	1,580.68
P0318146	Xerox Corp	DIS	4312	1,500.00
P0318084	Rug Doctor Pro	CCC	4312	1,468.02
P0318174	Jeran Products Inc	GWC	4312	1,415.09
P0318152	Island Color Inc	OCC	4312	1,141.88
P0318219	ToolDiscounter.com	GWC	4312	1,035.55
P0318187	Robert Skeels & Co	GWC	4312	1,032.22
P0318088	Xerox Corp	GWC	4320	1,014.24
P0318142	GWC Bookstore	GWC	4312	1,000.00
P0318168	Copyright Clearance Center	CCC	5748	900.00
P0318094	Action Door Repair Corp	OCC-GB	5899	889.82
P 317877	Thermo Fisher Scientific (Asheville) LLC	OCC	5638	826.00
P0318153	Calif Commercial Lighting Supply Inc	OCC	4312	820.35
P0318110	Micro Center	GWC	4315	815.61
P0318147	Dell Higher Education	OCC	4315	796.05
P0318176	Great Western Sanitary Supply	GWC	4312	769.57
P0318100	Perkins, Bob	CCC	5112	750.00
P0318200	Times Community News %Los Angeles Times	OCC	5850	750.00
P0318119	Permanent Impressions Creative Marketing	GWC	4312	732.89
P0318117	Fisher Scientific	OCC	4312	724.58
P0318085	Vortex	CCC	5650	703.00
P0318179	Perma-Bound	GWC	6301	694.32
P0318189	Scantron Corp	CCC	4285	690.20
P0318224	CDWG	CCC	4315	689.31

Purchase Orders

P0318194	TechSmith Corp	OCC	5638	682.50
P0318131	A Daigger Co	OCC	4312	631.83
P0318106	Fry's Electronics	CCC	4401	608.98
P0318139	Aardvark Clay Supply	CCC	4312	608.00
P0318095	Storefront Door Repair	GWC	6250	600.00
P0318129	Wards Natural Science	OCC	4312	594.57
P0318132	Hardy Diagnostics	OCC	4312	581.16
P0318157	Port Supply	OCC	4312	565.10
P0318154	CTI-Valueline	OCC	4312	555.00
P0318222	Aardvark Clay Supply	CCC	4312	537.00
P0318148	Dell Higher Education	OCC	4315	528.26
P0318201	Displays2Go	OCC	4312	509.79
P0318104	Gans Ink & Supply Co	CCC	4310	500.00
P0318186	GWC Bookstore	GWC	4312	500.00
P0318202	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0318137	Federal Express Corp	CCC	5831	485.00
P0318145	Blue Sky Outfitters	OCC	4312	480.74
P0318141	OC Networking Directory	CCC	4285	468.28
P0318114	VWR International Inc	OCC	4312	455.53
P0318181	Flinn Scientific Inc	CCC	4312	454.34
P0318180	Starnes, Daren	CCC	5112	450.00
P0318191	Wall Street Journal	CCC	5306	433.35
P0318182	GWC Bookstore	GWC	4312	400.00
P0318190	Turning Point Coaching	CCC	4285	399.50
P0318161	OCLC Inc	OCC	5110	380.59
P0318178	Baker & Taylor	GWC	6301	371.40
P0318158	Columbia Dentoform Corp	OCC	4312	326.14
P0318160	ACTT: Assn of Classroom Teacher Testers	OCC	5699	320.81
P0318156	Gaylord Bros Inc	OCC	4312	309.23
P0318163	GWC Bookstore	GWC	4312	300.00
P0318185	GWC Bookstore	GWC	4312	300.00
P0318220	Lakeshore Learning Materials	CCC	4312	300.00
P0318221	Discount School Supply	CCC	4312	300.00
P0318140	Hardy Diagnostics	CCC	4312	288.30
P0318203	Genuine Aircraft Hardware	OCC	4312	286.00
P0318120	Dell Higher Education	OCC	4312	275.13
P0318206	Broughton Int'l	DIS	5638	258.83
P0318102	OC Forum	CCC	5320	250.00
P0318091	CDWG	CCC	4315	246.36
P0318173	Associated Business Products	GWC	4315	241.43
P0318136	Fisher Scientific	CCC	4312	229.75
P0318138	Carolina Biological Supply	CCC	4312	228.82
P0318111	NAFSA Publications Center	OCC	5899	225.00
P0318105	FedEx Office	CCC	4310	200.00
P0318165	GWC Bookstore	GWC	4312	200.00
P0318205	Provantage Corp	DIS	4315	198.74
P0318171	Office Depot	OCC	4312	182.05

Purchase Orders

P0318211	Amazon.com	OCC	4312	163.10
P0318166	Edits	GWC	4312	132.70
P0318167	Psychological Assessment Resources Inc	GWC	4312	115.28
P0318112	VWR International Inc	OCC	4312	113.29
P0318130	Carolina Biological Supply	OCC	4312	111.47
P0318090	Dell Higher Education	CCC	4315	107.96
P0318209	Scantron Corp	OCC	4312	103.48
P0318164	GWC Bookstore	GWC	4312	100.00
P0318212	Instructional Images Inc	OCC	4312	91.18
P0318115	Hardy Diagnostics	OCC	4312	85.84
P0318121	Office Depot	DIS	4312	64.75
P0318149	Dell Higher Education	OCC	4315	63.64
P0318143	Dell Higher Education	CCC	4315	63.50
P0318113	Wards Natural Science	OCC	4312	51.39
P0318218	GWC Bookstore	GWC	4312	50.00
P0318116	Carolina Biological Supply	OCC	4312	48.59
P0318127	Hardy Diagnostics	OCC	4312	47.28
P0318208	Rand McNally	OCC	6301	41.15
P0318155	Demco Inc	OCC	4312	36.48
P0318225	Office Depot	DIS	4312	13.81
Total				<u>1,292,445.49</u>

Object Code Legend

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

3.06.02 Ratification/Approval of Checks

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.02 Ratification/Approval of Checks



ATT5G55U.pdf

Additional Administrative Content

Created on 08/17/2009 at 12:58 PM by CCCD Budget. Last updated on 09/24/2009 by Joe Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT
0134744	Medco Health Solutions Inc Medical Prescription Claims	277,996.47
0134741	ACSIG Dental / Edge Dental Claims and Admin Fees	224,496.91
0134743	Coast Community College Dist. Medical Claims	155,900.64
0134702	OCC Associated Students Student college service charge	93,030.00
0134872	Reliastar Life Insurance Co Life Insurance Premiums	85,725.61
0134871	Reliastar Life Insurance Co Reinsurance Premiums	80,585.44
0134579	Oracle Corp Oracle license renewal for technical support	67,679.53
0134807	OC Dept of Education Services for Governor's Career Tech Ed (CTE)	67,577.12
0134870	Reliastar Life Insurance Co Long Term Disability Premiums	41,077.72
0134530	Burke, Williams & Sorensen, LLP District Legal Services	37,050.07
0134536	CCCD Student Refunds Student refunds	37,042.24
0134747	Vision Service Plan Premiums for VSP claims	35,703.57
0134769	CCCD Student Refunds Student refunds	35,233.84
0134630	Xerox Corp OCC Copier Lease	33,001.58
0134646	Northcott Painting Company OCC Campus Bldgs Maintenance Exterior Painting	27,825.00
0134655	ATI/Assessment Technology Institute Assessment testing material for Nursing program, GWC	26,685.09
0134773	College Board Financial Aid software maintenance agreement.	25,851.00
0134645	Clear Sign & Design Inc	20,551.25
0134666	City of Huntington Beach	18,245.04
0134535	CCCD - SEOG	17,500.00
0134663	CCCD - SEOG	16,348.00
0134577	OCC Food Services	15,000.00
0134768	CCCD - SEOG	14,425.00
0134868	Alliant Insurance Services Inc	13,750.00
0134706	Pacific Parking Systems Inc	13,718.75
0134567	Mesa Consolidated Water Dist	11,581.00
0134811	OCC Ancillary#1000-247500-8070	11,250.00
0134718	Southern Calif Edison Co	11,006.42
0134669	Cole, Jack D	10,000.00

0134856	Working Wardrobes	9,000.00
0134788	Goodwill Industries of OC	8,887.20
0134689	Judge Netting Inc	8,700.00
0134672	CPP Inc	8,460.00
0134650	First Colony Life Insurance Co	8,337.04
0134697	Mobile Modular Management Corp	8,004.00
0134598	Southern Counties Oil Co	7,075.85
0134819	Pro Line Gym Floors	7,000.00
0134724	Union Bank of California	6,828.50
0134668	Coastal Press Inc	5,952.98
0134721	Trane U.S. Inc	5,293.00
0134648	Care Resources Inc	3,956.00
0134752	Andtech Corporation	3,923.50
0134557	HB Union High School District	3,911.68
0134869	Keenan & Associates	3,850.00
0134791	Haio Branded Solutions	3,389.09
0134777	Custom Building Maintenance	2,875.00
0134711	Refrigeration Supplies Distrib	2,850.43
0134660	Buddy's All-Star Inc	2,850.34
0134610	Time Warner Cable	2,800.00
0134611	Time Warner Cable	2,800.00
0134659	James Brown	2,800.00
0134782	Drew & Associates	2,800.00
0134674	DataPipe Inc	2,750.00
0134653	Amber Products	2,732.28
0134594	SARS Software Products Inc	2,700.00
0134737	Waxie Sanitary Supply	2,531.36
0134727	Verizon California	2,505.08
0134664	Chem Pro Laboratory Inc	2,478.00
0134719	The Gas Company	2,432.61
0134837	State Board of Equalization	2,194.00
0134849	Verizon Wireless	2,133.67
0134597	SMH Colocation	2,064.00
0134537	Cerritos Franchise Inc	2,000.00
0134628	Westminster Mall	2,000.00
0134553	Go Engineer	1,994.40
0134843	Time Warner Cable	1,980.00
0134751	Amer Council on Education	1,975.00
0134705	Office Depot	1,943.68
0134651	ACS Affiliated Computer Services	1,938.08
0134538	CI Solutions	1,917.05
0134523	Automatic Sync Technologies LLC	1,868.00
0134753	ARS Enterprises	1,852.50
0134532	Carolina Biological Supply	1,835.33
0134578	Office Depot	1,830.00
0134629	Xap Corp	1,821.55
0134814	Optical Calibration Service	1,775.00
0134571	Nextel Communications	1,765.94
0134584	Provisio LLC	1,750.00

0134813	Office Depot	1,723.08
0134541	Competitive Aquatic Supply	1,696.56
0134794	Home Depot	1,651.40
0134549	Fisher Scientific	1,650.66
0134671	Consolidated Reprographics	1,591.74
0134582	Point to Point Telecom LLC	1,548.38
0134555	Hardy Diagnostics	1,525.42
0134738	Susan Wilcox	1,500.00
0134716	Smith Pipe & Supply Inc	1,472.69
0134739	Xerox Corp	1,424.84
0134781	Dept of Industrial Relations	1,365.00
0134683	Hoover Printing & Lithography Inc	1,332.19
0134742	CCCD Workers Comp Trust Fund	1,330.17
0134817	Physician Sales & Service	1,330.09
0134854	Waxie Sanitary Supply	1,312.44
0134670	Comtel Pro Media	1,299.09
0134591	Rhino Electric Supply	1,299.02
0134770	CI Business Equipment Inc	1,295.00
0134693	Marina Landscape Inc	1,247.00
0134682	Home Depot	1,228.61
0134681	Heartwipe	1,200.00
0134615	Tri-Best Visual Display Products	1,199.05
0134740	US Bank	1,161.70
0134552	Gary Heimann Productions	1,100.00
0134792	Hannspree North America Inc	1,092.00
0134838	State Water Resources Ctrl Brd	1,008.00
0134576	OC Life Magazine	1,000.00
0134847	Univ of Texas at Austin	995.00
0134701	OCC Ancillary 1000-247500-5120	973.00
0134543	CW Dixon Associates Inc	900.00
0134657	BJ Bindery Inc	886.31
0134760	Baker & Taylor	850.64
0134580	Pak West Paper and Packaging	840.25
0134616	UC Regents	800.00
0134602	State of Calif/Military Dept (JFTB)	730.00
0134736	Village Nurseries	715.58
0134522	AT&T Mobility	712.58
0134733	Verizon Wireless	686.63
0134833	Southern Calif Edison Co	673.26
0134707	Pharmedix	659.47
0134596	Smardan Supply Co- Orange Coast	634.17
0134732	Verizon Wireless	633.45
0134710	Psychological Assessment Resources Inc	613.44
0134778	CW Dixon Associates Inc	600.00
0134761	Builders Security Locks & Ser	599.21
0134746	Vision Service Plan	596.25
0134590	Respondus Inc	596.00
0134632	YRC Inc	586.17
0134560	Intelecom	585.34

0134599	Spicers Paper Inc	574.85
0134688	Johnstone Supply	570.09
0134644	C2 Reprographics	565.02
0134775	Continental interpreting	558.55
0134581	Pennysaver	550.94
0134844	Tougas, Tam Ho	550.00
0134531	Calif Tool Welding Supply	548.48
0134730	Verizon Wireless	543.40
0134676	Dunn Edwards	537.99
0134624	VWR International Inc	535.23
0134801	Ziauddin Khwaja	526.47
0134652	Alan's Lawnmower & Garden Ctr Inc	517.48
0134749	ACT Inc	511.13
0134661	Cal-Olympic Safety	511.07
0134829	Sehi Computer Products Inc	506.22
0134712	Saddleback Materials Co Inc	501.61
0134667	Coast Construction	495.00
0134846	United Direct Marketing Inc	492.50
0134780	Datamax O'Neil Printer Supplies	489.45
0134836	Staples Advantage	458.42
0134551	Garden Grove Chamber Commerce	450.00
0134798	Iron Mountain	450.00
0134804	LT Enterprises	450.00
0134731	Verizon Wireless	448.83
0134722	Tri-Anim Health Services	440.19
0134514	Amtech Elevator Services	433.85
0134609	Tiffany & Company	428.80
0134603	State of Calif/Military Dept (JFTB)	425.00
0134723	Union 76	413.61
0134643	A-1 Fence	400.00
0134605	Steris Corp	395.65
0134764	CCCAOE	395.00
0134765	CCCAOE	395.00
0134766	CCCAOE	395.00
0134767	CCCAOE	395.00
0134698	Montgomery Hardware Co	385.22
0134524	B & B Services	380.00
0134558	Home Depot	375.37
0134789	Grainger	364.78
0134678	Fuller Engineering Inc	362.38
0134755	AT&T	358.60
0134827	Scantron Corp	353.58
0134787	Go With Jo Travel	350.10
0134830	Diana Sharp	344.82
0134805	Mesa Consolidated Water Dist	337.50
0134561	Jazz-Z Beauty Products Inc	336.08
0134815	Pacific Blue Micro	323.75
0134613	Times Community News %Los Angeles Times	313.50
0134715	Sign-Mart	303.41

0134570	NCBAA	300.00
0134562	Jim Davidson Sewing Machine Service	295.00
0134554	Grainger	293.78
0134550	Fry's Electronics	293.39
0134713	SC Sign & Supply LLC	290.36
0134786	Go With Jo Travel	289.81
0134687	Image Printing Solutions	287.10
0134748	ACBO	285.00
0134855	Weekly Reader Corp	283.18
0134544	Dunn Edwards	269.98
0134700	Newport Exterminating	269.50
0134568	Mesa Golf Carts	264.02
0134797	iContact Corp	250.56
0134534	CCC Bookstore	246.86
0134533	Caston Office Solutions	244.84
0134695	Medical Processor Services	240.00
0134809	OC Register	238.65
0134810	OC Register	238.65
0134540	Coastal Carbonic	238.03
0134858	Xerox Corp	236.20
0134857	WWD	233.81
0134575	OC Auditor-Controller	228.50
0134834	Spectrum Chemicals & Laboratory Products	227.74
0134665	Chevron USA Inc	220.47
0134529	Pete Bouzar	215.21
0134799	JK Electronics Distributors Inc	208.73
0134513	Steven Ames	207.00
0134548	Federal Express Corp	206.84
0134606	Tangram	206.10
0134825	Refrigeration Supplies Distrib	202.32
0134848	US Bank	199.00
0134708	Prince Enterprises Inc	197.97
0134684	Horizon	196.44
0134595	Siemens Water Technologies Corp	194.36
0134625	Jocelyn Wang	191.46
0134601	Staples Advantage	191.19
0134704	OCE'	187.08
0134779	Daniels Tire Service	184.79
0134840	Storefront Door Repair	184.15
0134776	Cummins Allison Corp	175.82
0134754	AT&T	174.33
0134593	S & S Worldwide	170.49
0134853	Jocelyn Wang	169.69
0134694	Medical Arts Press	166.03
0134759	AT&T Mobility	161.73
0134696	Minuteman Plumbing	161.51
0134841	Thomson West	160.13
0134607	TattooFun Inc	158.55
0134692	Main Electric Supply Co	157.44

0134677	Fisher Scientific	156.70
0134835	Springdale Ace Hardware	152.52
0134824	Red-E-Rentals	150.00
0134545	Eberhard Equipment	146.81
0134763	Carmen's Uniforms Inc	145.34
0134784	Fisher Scientific	137.84
0134525	B & M Lawn & Garden Center	137.30
0134521	AT&T	134.21
0134515	Cristina Arellano	130.57
0134734	Verizon Wireless	129.56
0134559	Hub Auto Supply	129.20
0134526	Baker & Taylor	129.01
0134772	James Cline	128.48
0134685	HSBC Business Solutions	128.46
0134658	Bob's Shade & Linoleum	125.00
0134735	Verizon Wireless	124.40
0134758	AT&T	123.46
0134686	Hub Auto Supply	123.11
0134608	Thurman, Matthew	116.75
0134796	Hub Auto Supply	114.13
0134588	Quinn Power Systems	101.00
0134808	OC Fire Authority	100.00
0134572	Vi Ngo	97.46
0134728	Verizon California	97.40
0134851	VWR International Inc	96.81
0134614	TKH Design Co	93.22
0134802	Isabelle Krasney	89.65
0134800	Kelly Paper	89.47
0134771	CI Solutions	85.13
0134528	Bishop Company	84.81
0134725	USA Mobility Wireless Inc	79.92
0134795	Horizon	79.17
0134519	AT&T	78.37
0134656	Battery Systems	78.26
0134818	Pocket Nurse	76.50
0134729	Verizon Wireless	74.42
0134679	Ganahl Lumber Co	72.78
0134790	Graybar Electric	72.74
0134675	Demco Inc	67.66
0134828	Seal's Health Care	66.75
0134756	AT&T	66.34
0134726	USA Mobility Wireless Inc	66.14
0134762	CA Apparel News	65.00
0134785	FishMax.Com LLC	65.00
0134793	Courtney Hensman	63.43
0134709	Prudential Overall Supply Co	62.99
0134662	Elizabeth Caluag	61.11
0134654	AT&T	59.00
0134717	Thomas Snyder	58.65

0134617	USA Mobility Wireless Inc	56.23
0134589	Red-E-Rentals	56.00
0134816	Hai Pham	54.45
0134845	Martha Tran-Nguyen	53.46
0134774	Communication Arts	53.00
0134691	Larry's Building Materials	52.20
0134703	OCC Food Services	51.87
0134649	CCCD Workers Comp Trust Fund	51.70
0134619	USA Mobility Wireless Inc	50.40
0134563	Thomas Juno	49.61
0134745	Medco Health Solutions Inc	49.51
0134673	Crown Ace Hardware	49.08
0134516	AT&T	48.31
0134631	Tracy Young	46.97
0134839	Stater Brothers	46.57
0134826	Rhino Electric Supply	43.99
0134600	Caroline Spoja	42.35
0134783	Ewing Irrigation Products	40.02
0134604	Stater Brothers	39.31
0134831	Signs Etc	38.87
0134636	Xerox Corp	37.32
0134623	Village Nurseries	36.70
0134546	Eversoft	36.54
0134620	USA Mobility Wireless Inc	34.36
0134842	Threads	32.95
0134812	OCE'	32.69
0134517	AT&T	32.34
0134518	AT&T	32.34
0134585	Prudential Overall Supply Co	32.30
0134587	Prudential Overall Supply Co	31.18
0134852	W Magazine	29.90
0134618	USA Mobility Wireless Inc	29.52
0134612	Time Warner Cable	26.75
0134680	Hardy Diagnostics	26.54
0134690	Kelly Paper	26.06
0134820	Prudential Overall Supply Co	25.73
0134621	USA Mobility Wireless Inc	25.17
0134699	MWB Business Systems	24.31
0134622	USA Mobility Wireless Inc	23.36
0134633	Stater Brothers	20.81
0134850	Vogue	19.97
0134821	Prudential Overall Supply Co	18.62
0134626	Michelle Wang	18.00
0134822	Prudential Overall Supply Co	16.28
0134823	Prudential Overall Supply Co	16.28
0134627	WCI	16.09
0134527	Elizabeth Below	16.00
0134539	Chad Clayton	16.00
0134564	Thuy Lee	16.00

0134566	Christina Luu	16.00
0134573	Albert Nguyen	16.00
0134583	Anna Preciado	16.00
0134592	Karen Rivera	16.00
0134542	Crown Ace Hardware	15.20
0134556	Dale Harguess	14.30
0134586	Prudential Overall Supply Co	14.00
0134832	Smardan Supply Co- Orange Coast	12.77
0134714	Seal's Health Care	12.50
0134803	Deborah Lewis	12.49
0134757	AT&T	11.37
0134520	AT&T	11.07
0134547	Jocelyn Fair	10.00
0134565	Deborah Lewis	10.00
0134569	Christopher Morrow	10.00
0134574	Quyen Nguyen	10.00
0134634	USA Mobility Wireless Inc	8.39
0134750	Alan's Lawnmower & Garden Ctr Inc	5.05
0134635	USA Mobility Wireless Inc	3.50
0134806	Nextel Communications	2.15
0134720	The Gas Company	0.96

Total

\$ 1,794,906.81

3.06.03 Check List for General Obligation Bond Fund

Meeting: 09/30/2009 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 08/17/2009 at 12:58 P.M. by CCCD Emerge. Last updated on 09/24/2009 by dcd Rodriguez

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0134862	Telacu Construction Managment Upgrade OCC Sailing Center, Bid #1940	316,604.20	420222
0134639	Plumbing Piping & Construction Inc GWC Learning Resource Center, Bid #1954	211,343.76	420356
0134863	USS Cal Builders Inc OCC Softball Field Bid No:1964	132,103.00	420233
0134642	T & Y Construction GWC Learning Resource Center, Bid #1954	81,575.28	420356
0134861	MJ Contractors Inc OCC Softball Field Renovation Bid No:1964	35,375.00	420233
0134859	Ace Electric Inc OCC Softball Field Renovation Bid No:1964	28,961.00	420233
0134640	Southland Industries	14,873.00	420316
0134865	USS Cal Builders Inc	14,678.00	420233
0134866	Verne's Plumbing Inc	12,888.00	420233
0134638	Anderson Charnesky Structural Steel Inc	8,894.00	420207
0134637	Anderson Charnesky Structural Steel Inc	6,810.00	420207
0134864	USS Cal Builders Inc	5,579.00	420233
0134867	Verne's Plumbing Inc	1,432.00	420233
0134860	Coast Construction	1,179.00	420283
0134641	Southland Industries	782.00	420316

Total

\$ 873,077.24

3.06.04 Authorization for Special Payments - District

Meeting: 09/30/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.04 Authorization for Special Payments - District**

Payment of \$4,563.57 to Steven Hogue, OCC Instructor, to reimburse for retraining leave expenses.

Additional Administrative Content

Created on 09/17/2009 at 2:53 PM by CCCC DAS/c. Last updated on 09/24/2009 by Jodi Rodriguez.



4.00 Action Items

Meeting: 09/30/2009 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 Comment

Created on 08/17/2009 at 12:00 PM by: [redacted] Last Update on 09/20/2009 by: [redacted]

4.01 Approval of Agreements - Coastline Community College

Meeting: 09/30/2009 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 Agreement between alPunto Advertising and the Coast Community College District for the Development of Hispanic-Targeted Communications Tools**

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 alPunto Advertising and the Coast Community College District for the period of October 1, 2009 through June 30, 2010, for the development of Hispanic-targeted communications tools for long-term use in broadening the brand-recognition of Coastline Community College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See alPunto Attachment #7)

Fiscal Impact: NTE \$6,000 to be paid by Marketing and Public Relations funds

4.01.02 Approve Standard Agreement between Eagle Credit Union and the Coast Community College District to Offer Resume Writing/Critique Series Workshops

After review by the Acting College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Standard Agreement between Eagle Credit Union and the Coast Community College District to offer Resume Writing/Critique Series Workshops. Eagle Credit Union will pay District \$900 per workshop series. The term of the Agreement shall be from October 1, 2009 – June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Gross income of \$900 per workshop series

4.01.03 Consider and Approve Annual Renewal for Coast Community College District's Continued Participation in the Academic Explorer (AeX) Platform

After review by the Acting College President and District General Counsel, it is recommended by the Interim Chancellor that the Board consider and approve the Annual Renewal for Coast Community College District's continued participation in the Academic Explorer (AeX) Platform. The platform is the primary tool for Marines and their education counselors to explore programs in higher education and provides the opportunity for Coastline to showcase their programs and services to servicemembers worldwide. The renewal term shall be from October 1, 2009 – September 30, 2010. The Board President, or designee, is authorized to sign the renewal and any related documents, indicating approval by the

Board of Trustees. (See Academic Explorer Attachment #8)

Fiscal Impact: Cost to District \$5,000 annual participation fee

4.01.04 Approve Agreement between The Westin South Coast Plaza and the Coast Community College District for Function Space for the Graduation Ceremony

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 The Westin South Coast Plaza and the Coast Community College District for the function space for the Graduation Ceremony on May 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 Graduation Attachment #9)

Fiscal Impact: NTE \$8,500 to be paid by College funds

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

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 County of Orange and the Coast Community College District to provide Workforce Investment Act (WIA) services to eligible participants as determined through the Orange County One-Stop Delivery Center. Grant Funds in the amount of \$207,360 will be paid by County to District to provide High Demand Training Services as outlined in Exhibit B of the Agreement. The term of the Agreement shall be from October 1, 2009 – 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 WIA-High Demand Attachment #10)

Fiscal Impact: Income to District - \$207,360; In kind consideration of \$26,550

4.01.06 Approve Agreement between Central Texas College and the Coast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE) (Reference U.S. Government Contract No. N00189-09-D-Z060) for the Delivery of all Distance Learning Services and Courses described in the CTC Alternate Technical Proposal in Response to Government Solicitation No. N00189-09-R-Z020

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 Central Texas College (CTC) and the Coast Community College District to serve as Subcontractor to CTC as the Academic Integrator responsible for the database management and operations of the Distance Learning Navy College Program for Afloat Education (NCPACE). The term of the Agreement shall commence on October 1, 2009 and shall remain in effect for each option year that the Prime Contract is extended beginning each October 1 and through September 30, 2014, unless otherwise modified or terminated in accordance with the terms of the Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Central Texas College

Attachment #11)

Fiscal Impact: Gross Income to District approximately \$2,600,000

4.01.07 Approve a New Standard Subcontractor Agreement between the Coast Community College District and Academic Institutions who will provide services in Support of the Subcontractor Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

After review by the Acting College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the New Standard Subcontractor Agreement between the Coast Community College District and Academic Institutions who will provide services in support of the Subcontractor Agreement between Central Texas College and the CCCD. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NCPACE Standard Subcontract Attachment #12)

Fiscal Impact: None

4.01.08 Approve Agreement Architectural Services Agreement between LPA, Inc., a California Corporation and the Coast Community College District for Architectural Services for the Coastline Community College Newport Beach Learning Center

After review by the Acting College President, District Risk Services and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between LPA, Inc., a California Corporation and the Coast Community College District for architectural services for Coastline Community College Newport Beach Learning Center, which shall consist of architectural and engineering services per the attached agreement. The Scope of Services is to include the following tasks:

1. Phase I – Programming & Site Services	\$142,830
2. Phase II – Preliminary Plans	\$428,490
3. Phase III – Working Drawings & DSA Approval	\$571,320
4. Phase IV – Construction Administration & DSA Closeout	\$285,660
5. Supplemental Scope (CEQA Documentation; Fire Sprinkler Design; Furnishings, Furniture and Equipment)	\$110,000
6. Reimbursable Expenses (Includes Model and Rendering)	\$ 80,000

The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See LPA Attachment #5)

Fiscal Impact: Gross income of \$ 1,618,300 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project



CCC Newport Beach Learning Center alPunto.pdf



Academic Explorer.pdf



Graduation.pdf



WIA-High Demand.pdf



Central Texas College.pdf



LPA.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/17/2009 at 12:53 PM by Laine Swanson. Last updated on 09/24/2009 by Jodi Rodriguez

4.02 Approval of Agreements - Golden West College

Meeting: 09/30/2009 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 and Addendum with FirstCom Music for New Media Center Music Library**

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement and addendum between FirstCom Music and the Coast Community College District for the license for a music library, from October 1, 2009 through September 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 FirstCom Music Agreement, Attachment # 14)

Fiscal Impact: \$6,399.00; paid from NMC auxiliary funds.



FirstCom Music Agreement.pdf

Additional Administrative Content

Created on 09/24/09 at 1:55 PM by: Chris Rodriguez. Last updated on 09/24/09 by: Joe Rodriguez.

4.03 Approval of Agreements - Orange Coast College

Meeting: 09/30/2009 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 University of California, Irvine and the Coast Community College District for the purpose of Collaboration and Accountability for Community College University Partnership (CCUP) programs**

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 University of California, Irvine and the Coast Community College District for the purpose of collaboration and accountability for Community College University Partnership (CCUP) programs for the period October 1, 2009, through November 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 15)

Fiscal Impact: Negligible cost other than time required by OCC staff to compile and utilize the data.

4.03.02 Approve Amendment and Extension of Agreement between DataPipe, Inc. and the Coast Community College District for the purpose of providing hosting services in support of the eLumen Application for Orange Coast College, Golden West College, and Coastline Community College

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 DataPipe, Inc. and the Coast Community College District for the purpose of providing hosting services in support of the eLumen application for Orange Coast College, Golden West College, and Coastline Community College for a period of one (1) year from Board approval September 30, 2009, to September 30, 2010 (previous Board approval 09/05/07). The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 16)

Fiscal Impact: This agreement will reduce the current hosting costs to \$9,600 annually, representing an annual savings of \$23,400.

4.03.03 Approve Agreement between Pacific Maritime Institute and the Coast Community College District (Orange Coast College) for the purchase of Curriculum

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 curriculum for the following United States Coast Guard Course: 1-day course: Rating Forming Part of a Navigational Watch (RFPNW) for the Professional Mariner's Program from October 1, 2009, through June 30, 2009. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (see Attachment # 17)

Fiscal Impact: \$2,000.00 to be paid from CTE Grant Funds .



UCI Agreement.pdf Pacific Maritime Agreement.pdf DataPipe Amendment.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Coast Community College District Board of Trustees Meeting - September 30, 2009, Jody Rockwell

Agenda Item Content

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

Mobile Kitchens USA Inc.
2031 S. Lida Lane
Anaheim CA 92802

ADDITIONAL ACTION: 30-11-11

Abstract

Motion:

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4.05 Buildings and Grounds Approvals

Meeting: 09/30/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.05 Buildings and Grounds Approvals

None

Additional Administrative Content

Action/Agenda Details

Motion:

Source: Board of Trustees, Board of Trustees, 09/30/2009, 09/30/2009

4.06 General Items of Business - Orange Coast College

Meeting: 09/30/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content**4.06 General Items of Business - Orange Coast College****4.06.01 Approve Standard Travel Contractor Agreement for a Short-term Program in Paris and Beaune, France During January 2011**

After review by the Dean of Consumer and Health Sciences, it is recommended by the Orange Coast College Interim President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Culinary Arts from January 8 through January 20, 2011. Barbara Cooper, OCC instructor, to serve as faculty. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). The Board President or designee is authorized to sign the agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the District. Cost for the course will be built into the program fees. The course will not generate FTE's. 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.

Additional Administrative Content

Created: 09/30/2009 at 12:53 PM by: [redacted] Last Modified: 09/30/2009 by: [redacted]

4.07 General Items of Business - District

Meeting: 09/30/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**4.07 General Items of Business - District****4.07.01 Authorization to Purchase Software License Maintenance from Oracle USA, Inc. for Coast Community College District's Project Voyager Oracle Database Software**

On 9/21/05, the Board of Trustees approved a five-year agreement with SunGard SCT for Project Voyager, including Oracle Full-Use (Unlimited) Campus Wide Licenses. Coast Community College District saved \$57,119 using Oracle directly for software maintenance. After review by the Administrative Director, District Information Services, Director of Purchasing and Vice Chancellor of Administrative Services, it is recommended the Board of Trustees authorize the purchase of Oracle software license maintenance. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 19)

Fiscal Impact: \$336,293 from General Funds

4.07.02 Appointment of Trustees as Voting Delegates for the 2009 Association of Community College Trustees Conference, San Francisco, California

After review by the Secretary of the Board of Trustees it is recommended by the Board President that Trustees appoint three Members to vote at the 2009 ACCT Conference. As voting delegates, Trustees shall vote on ACCT matters related to bylaws, committees, and budget matters.

At this time, a Board Member may wish to make nomination.

4.07.03 Authorization for Independent Contractor – Business Consultant and Auditor for an Independent Assessment and Evaluation of the Golden West College Bookstore Operations

Although the GWC administration is headed in the direction of outsourcing the management of GWC bookstore operation, it is imperative that the Board, ASB, and other college constituencies need to review comprehensive data, including but not limited to efficiency, pricing, consumer satisfaction, facility needs, comparative employee salaries/benefits, and profitability regarding the bookstore.

It is respectfully requested by the Interim Chancellor that the Board approve the appointment of an independent consultant and auditor (with CPA license and working knowledge of government accounting practices) to conduct an independent assessment and evaluation of Golden West Bookstore operations. 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)

IC Name: Holthouse Carlin & Van Tright LLP

Scope of work:

- Analyze and obtain an understanding of current and past financial, operational, budgetary, and funding aspects of the Golden West College bookstore (includes Measure C Expenditures).
- Examine various business models from a financial, operational, budgetary, and funding perspective.
- Provide an executive summary style report with supporting schedules and recommendations to the Board of Trustees, and other constituents of the bookstore, regarding options to manage and operate the bookstore.
- Present the executive summary style report to the Board of Trustees, Chancellor, GWC Administration and Committees, Academic Senate, ASB, CFCE.

Payment Schedule/Compensation: \$9,000 upon completion of our report on November 2, and an additional \$1,000 upon completion of reports on November 18, 2009.

Report Due: November 2, 2009

Presentations to BOT: November 18, 2009

Term of Agreement: October 1, 2009 – November 30, 2009



Oracle Approve the Purchase License Maintenance with Oracle 9-30-09 Agenda Item.docx



Oracle 9-30-09 Board Attachment.pdf



Oracle Software Maintenance Memo J Arthur to Dr Currie.pdf



ATTORQ28.pdf

Additional Attachments:

Action Agenda Item:

Motion:

Oracle 9-30-09 Board Attachment.pdf

4.08 Policy Implementation

Meeting: 09/30/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.08 Policy Implementation

4.08.01 Adoption of Policy 040-13, Parking and Traffic Rules and Regulations, Golden West College and Orange Coast College

On September 16, 2009, Trustees reviewed Policy 040-13, Parking and Traffic Rules and Regulations, Golden West College and Orange Coast College. Additions to the policy are in **bold** and deletions are in ~~strikethrough~~.

It is respectfully requested that the Board adopt the revisions to Policy 040-13.

BUSINESS OPERATIONS (Security/Parking)

040-13-5	
Approved	01/14/87
Revised	05/17/88
Revised	04/04/90
Revised	10/15/91
Revised	02/17/99
Revised	XX/XX/XXXX

PARKING AND TRAFFIC RULES AND REGULATIONS

GOLDEN WEST COLLEGE AND ORANGE COAST COLLEGE

By authority of California Vehicle Code Section 21113, the following parking and traffic rules and regulations have been adopted to facilitate vehicular movement and parking and provide for the safety of all persons using the ~~Orange Coast College~~ **community college** campus. These parking and traffic rules and regulations will be in effect 24 hours a day.

ARTICLE I. Enforcement

Authorization is granted to the ~~college Orange Coast College~~ Public Safety Department to issue parking citations within the confines of the ~~Orange Coast College~~ campus. Citations will be issued for violation of the parking Rules and Regulations as outlined below. Automatic penalties will be assessed on all fines not paid ~~within twenty one (21) days of the citation~~ **prior to the specified due date.**

All authorized permit parking areas will be enforced Monday through Thursday 7:00 a.m. to 10:00 p.m. and Friday 7:00 a.m. to 5:00 p.m.

ARTICLE II. General Traffic Regulations

- Section 201 No person shall fail to obey any sign erected or maintained regarding these regulations.
- Section 202 The driver of a vehicle shall yield the right-of-way to pedestrians.
- Section 203 No driver approaching the rear of a vehicle which is yielding the right-of-way to a pedestrian shall overtake or pass that vehicle.
- Section 204 No person shall drive any vehicle in willful, wanton, or reckless disregard for safety of persons or property.
- Section 205 No person shall drive or ride a motor-driven scooter or motorcycle on any campus walkway.
- Section 206 No person shall ride skateboards, roller skate, or roller blade within the confines of the campus.
- Section 207 No person shall operate a motor vehicle on any sidewalk, unpaved pathway, field, or any lawn or landscaped area, except for emergency or maintenance vehicles.
- Section 208 No person shall sleep in or remain overnight in any vehicle on campus. No vehicle shall be parked overnight on campus (midnight to 6:00 a.m.) without permission from Campus Safety.
- Section 209 No person shall drive a motor vehicle into a campus parking area except by using roadways and drive lanes. All vehicles must travel only in the direction indicated by traffic signs or marking on the roadway.
- Section 210 No person shall park any vehicle of any kind containing merchandise or food offered for sale on campus without the written permission of the President or his delegate.

ARTICLE III. Speed Regulations

- Section 301 No person shall operate a motor vehicle or bicycle within the confines of the ~~Orange-Coast College~~ campus parking lots at a speed greater than 15 miles per hour, or as posted, except for emergency vehicles. The maximum speed limit on the interior of the campus is 5 miles per hour.
- Radar may be used on the campus to enforce posted speed limits.
- Section 302 No person shall operate a motor vehicle, motorized cycle, or bicycle at a speed or in a manner that disregards the safety of persons or property.

ARTICLE IV. Parking Regulations and Recommended Bail

Section 208	No person shall sleep in or remain overnight in any vehicle on campus. No vehicle shall be parked overnight on campus (midnight to 6:00 a.m.) without permission from Campus Safety.	\$17.00	\$27.00
Section 401	No parking is allowed in any area that does not have a clearly marked stall, except designated dirt lots.	\$17.00	\$27.00
Section 402	Vehicles parking within a stall shall not overlap the lines that designate the stall.	\$17.00	\$27.00
Section 403	No persons shall park or leave standing a vehicle on any walkway, landscaped area, driveway, road or field without prior approval of the Public Safety Department.	\$17.00	\$27.00
Section 404	No person shall park or leave standing a vehicle not a motorcycle or moped in an area designated for motorcycles only.	\$17.00	\$27.00
Section 405	No vehicle shall be backed into parked backwards in diagonal parking stalls.	\$17.00	\$27.00
Section 406	No person shall park or leave standing a motor vehicle blocking traffic lanes on any campus roadway or parking lot.	\$27.00	\$37.00
Section 407	When signs or marking (such as red curbs) prohibiting and/or limiting parking are erected or placed upon any street, road, or area, no person shall park or leave standing any vehicle upon such street, road, or area in violation of any such sign or marking.	\$17.00	\$27.00
	Red Zone	\$27.00	\$37.00
Section 409	No person shall park in any area marked in blue and identified as "Handicapped Parking" unless a handicapped placard/license plate issued by DMV or an OCC Medical parking permit is displayed on inside the vehicle.	\$42.00	\$250.00
Section 410	No person shall park in an area posted or marked "Staff Parking" unless a valid staff parking permit is properly displayed.	\$17.00	\$27.00
Section 411	No person shall park any vehicle in any fashion so as to create a traffic hazard.	\$17.00	\$27.00
Section 412	No person shall park on campus in a designated permit area without a current, valid parking permit properly displayed either on the left rear bumper or suspended from the rear view mirror, on the dashboard or inside lower left windshield. Motorcycles/mopeds shall have the permit affixed to the left front fork.		

		\$17.00	\$27.00
	Stolen/Forged/altere	\$27.00	\$37.00
Section 413	Vehicles parking in metered stalls must pay for use of the stall as indicated on the meter. Display of an OCC a campus parking permit does not preclude payment of meter fees.	\$17.00	\$27.00

ARTICLE V. Abandoned Vehicles

- Section 501 No person shall abandon or leave standing any vehicle or motorized cycle on the campus in excess of 96 hours. All such vehicles will be stored under authority of Section 2265 8 (a) of the California Vehicle Code.
- Section 502 Any person who abandons a vehicle or motorized cycle on campus or violates campus regulations that require towing of such vehicle will be responsible for payment of all towing and storage charges.

ARTICLE VI. Field Trips

All persons who participate in a field study program or field trip must complete a special permit stating the length of time the vehicle will be left on campus and when the vehicle will be removed.

It is the responsibility of all field study program advisors/instructors to obtain the special Overnight Parking permit forms from Campus Public Safety.

Vehicles left over night shall park in the Administration parking lot ("B" lot) an authorized parking lot. ~~THIS IS THE ONLY AUTHORIZED LOT FOR OVERNIGHT PARKING.~~

ARTICLE VII. Repeated Offenders/Sanctions

1. Violation of any of these regulations is cause for a citation to be issued.
2. Repeated, habitual, or aggravated violations, or failure to pay fines may cause the vehicle to be immobilized or stored at the expense of the vehicle owner.
3. Coast Community College District and its employees shall not be held liable for loss or damage of any kind resulting from such immobilization or storage.
4. Students who fail to pay parking fines may have their academic records encumbered until all outstanding fines have been paid. Penalties may be added to each citation. The DMV and a collection agency may be notified.
5. Lack of familiarity with these regulations DOES NOT constitute a defense for failure to comply with them.
6. The responsibility for finding a LEGAL parking space rests with the motor vehicle operator. LACK OF SPACE IS NOT A VALID REASON FOR VIOLATING THESE REGULATIONS.

ARTICLE VIII. Parking Permits

All parking permits will be issued under the authority of the administrative staff of **the campus Orange Coast College**. A valid parking permit must be VISIBLY displayed on any vehicle parked in any lot on the OCC campus during posted hours: Monday through Thursday, 7:00 a.m. to 10:00 p.m.; Friday, 7:00 a.m. to 5:00 p.m.

Additional Administrative Content

Created on: 08/17/2009 by: F. J. P. / OCCD Admin. Last update on: 09/24/2009 by: Christa Traver

4.09 Approval of Minutes

Meeting: 09/30/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.09 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: September 16, 2009



Min 9-16-09 Regular Meeting.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Sealed: 09/21/09, 1:53 PM. Elected: 09/21/09, 2:21 PM. Treacy/Sanders

4.10 Resolutions

Meeting: 09/30/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.10 Resolutions

4.10.01

**Coast Community College District Board of Trustees Resolution # 09-44
Reject Bid Proposals; Orange Coast College Technology Building Upgrade of
Mechanical Controls; Bid No. 1970**

It is recommended by the Interim Chancellor that the following resolution to reject all bids be approved:

RESOLUTION

WHEREAS, on August 14, 2009 and August 21, 2009 an invitation for Bids was issued and published in connection with a work of improvement commonly referred to as the Orange Coast College Technology Building Upgrade of Mechanical Controls; Bid No. 1970 ("the Project").

WHEREAS, three bidders submitted Bid Proposals for the Project which were duly opened by the District on September 12, 2009; the bidder's amount bid indicated in the Bid Proposal submitted for the Project is summarized as follows:

- | | |
|--|-----------|
| 1. Control Works, Inc.
13791 Roswell Avenue, Suite E, Chino, CA 91710 | \$489,000 |
| 2. ACH Mechanical Contractors, Inc.
411 Business Center court, Redlands, CA 92373 | \$624,000 |
| 3. Pardess Air, Inc.
1769 Kelton Avenue, Los Angeles, CA 90024 | \$663,000 |

WHEREAS, the bid amount exceeds funding available for this project.

WHEREAS, the Bid Documents for the Project and applicable law permit the District to reject all Bid Proposals for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the following resolution is adopted:

RESOLVED, that pursuant to the authority conferred under the Bid Documents for the Project and applicable law, all Bid Proposals for the Project are hereby rejected.

Fiscal Impact: None (State Scheduled Maintenance Funds)

5.00 Public Comment (Items not on Agenda)

Meeting: 09/30/2009 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 Information Content

Created on 09/22/2009 at 12:51 PM by Jo. Rodriguez. Last modified on 09/22/2009 by John Rodriguez.

6.00 Adjournment

Meeting: 09/30/2009 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

Created on 09/24/2009 at 1:58 PM by No. 5 Hill. Last updated on 09/24/2009 by Juan 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

September 16, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 16, 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 5:02 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 at this time.

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))

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Part-time Faculty
4. Classified Staff
 - a. Custodian
 - b. Grant Projects Assistant, Temporary
5. Classified Temporary Assignments
6. Hourly Staff
7. Substitute Classified
8. Student Workers
9. Leave of Absence

1.04.02 Public Employee Discipline/Dismissal/Release (Pursuant to Section 54957)

1.04.03 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

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

Potential initiation of litigation - 1 Case

1.04.05 Conference with Legal Counsel: 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)
Jeannette Faber v. Coast Community College District, Orange County Superior Court Case No. 30-2009-00126090
Medina v. Coast Community College District, Orange County Superior Court Case No. 30-2009-00289630

1.05 Reconvene Regular Meeting

The Board reconvened to Open Session at 6:39 p.m.

1.06 Pledge of Allegiance

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

1.07 Report of Action in Closed Session

Christian Teeter, Secretary of the Board of Trustees reported that on a motion by Mr. Howald and seconded by Ms. Hornbuckle, the Board voted unanimously to approve Agenda Item 1.04.01 Public Employment. (See Appendix A, page 15)

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 Agenda)

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

4.07.01 Coast Community College District Board of Trustees Resolution # 09-42 Extended Opportunity Programs and Services

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to move this Agenda Item forward and to adopt Resolution # 09-42, Extended Opportunity Programs and Services

Motion carried with the following vote:

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Special Presentation on Negotiations

Interim Chancellor Dr. Currie introduced Ms. Bonnie Prouty Castrey who provided the Board with a presentation on negotiations.

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 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

Mr. Bryan also introduced Mr. John Bailey of the Rotary Club of Huntington Beach. Mr. Bailey extended an invitation to the Board of Trustees to attend Science Showtime which is an event sponsored by the Rotary Club of Huntington Beach in partnership with Golden West College.

Vangie Meneses, Coastline Community College

Denise Whittaker, Orange Coast College

2.01.03 Reports from the Officers of Student Government Organizations

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

Lyvyanne Tran, Golden West College

Hal Gohlson, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents provided reports to the Board:

Diane Restelli, Golden West College (GWC) Academic Senate President

Nancy Jones, Coastline Community College (CCC) Academic Senate President

Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President

2.01.05 Reports from Employee Representative Groups

Reports were provided by the following Employee Representative Groups:

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

Dean Mancina, President, Coast Federation of Educators (CFE)

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

Mr. Kelsey provided the Board with a written statement for the record. (See Appendix B, page 24)

2.01.06 Reports from the Board of Trustees

Board members provided individual reports.

2.01.07 Reports from the Board Committees

Ms. Hornbuckle stated that there were no reports on the Audit and Accreditation Committees as no new meetings had taken place since the last Board Meeting. Mr. Patterson also stated there was nothing to report from the Land Development Committee and Mr. Howald provided a report from the Career Technical Education Committee.

2.01.08 Student Centered Initiative Progress report

Interim Chancellor Dr. Currie and Interim Associate Vice Chancellor of Educational Services, John Breihan provided the Board with a progress report of the Student Centered Initiative.

2.01.09 District Diversity Report

Interim Chancellor Dr. Currie provided the Board with a report on District Diversity.

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 for FY 2009/2010 as presented in the September 16, 2009 Agenda.

2.02.02 Review of Board Committees' Meeting Dates

The Board reviewed the 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)

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

2.02.04 Opportunity for the Board to Review the Board Directives Log

Kim Allen, Administrative Director of Fiscal Affairs responded to Board Log Item # 1 and clarified that the "Pending Month/Pending Months" referred to 3 ½ months of pre-construction and 8 ½ months of construction time pertaining to Agenda Item 4.05.02 of the September 2, 2009 Agenda.

Mr. Howald inquired as to when the Board can expect follow-up reports on Board Log Items, "Common Course Numbering" and "District Diversity". Interim Chancellor Dr. Currie suggested January 20, 2010 for "Common Course Numbering" and February 3, 2010 for a report on "District Diversity".

It was moved by Mr. Patterson and seconded by Mr. Howald to accept the above mentioned changes to the Board Log.

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 Policy 040-13, Parking and Traffic Rules and Regulations, Golden West College and Orange Coast College

It was moved by Mr. Patterson and seconded by Mr. Howald to re-word Section 409 and forward the policy to the Action Section of the September 30, 2009 Board Meeting Agenda.

Motion carried with the following vote:

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

2.02.06 Opportunity for the Board to Review and Discuss the Board Self-Evaluation Policy 010-2-9 and Discussion of 2009 Self-Evaluation

Following discussion, it was moved by Mr. Patterson and seconded by Mr. Howald to approve Policy 010-2-9 and the 2009 Self-Evaluation Tool with the following changes:

Policy 010-2-9

Policy will not require the person completing the self-evaluation to indicate their name. The policy will be re-numbered.

Self-Evaluation Tool

The rating structure will be as follows:

5 = Strongly Agree
4 = Agree
3 = Adequate
2 = Disagree
1 = Strongly Disagree
0 = No Opinion

On page 5, a "r" will be placed between the words Faculty and Student in the heading. On page 4, # 8, will state that the self-evaluation will take place every odd numbered year.

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 September 16, 2009 Agenda.

3.00 Consent Calendar

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Consent Calendar in its entirety

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 Annenberg Media and the Coast Community College District for the Development and Hosting of Six Telecourse Training Courses

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the agreement between Annenberg Media and the Coast Community College District for the development and hosting of six telecourse training courses: Destino's I and II, Spanish 180 and Spanish 185; Ethics in America, Philosophy 120; French in Action I and II, French 180; Growing Old in A New Age, Sociology 120; Planet Earth, Ecology 100; Western Tradition I and II, History 180 and 185. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

Fiscal Impact: Gross expense of \$4000 per video series for a total expenditure of \$24,000 annually.

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 Standard Agreement with Learning Center Preschool for Child Care

This item was removed from the Action Items section of the Agenda.

4.02.02 Approve Amendment to Agreement with AdCamp, Inc. to provide Campus Advertising Kiosks

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the amendment to the agreement between AdCamp, Inc. and the Coast Community College District to extend the term of the agreement for the installation and maintenance of four advertising kiosks on campus grounds, from February 1, 2010 through February 1, 2014. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

Fiscal Impact: AdCamp, Inc. to pay Golden West College a permit-for-use fee of \$50 per month for each kiosk.

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 the City of Costa Mesa and the Coast Community College District for the purpose of Utilizing Fairview Park in the City of Costa Mesa for the Orange Coast College Cross Country Team to Run a Cross Country Race at the Park on September 19, 2009

Following discussion it was moved by Mr. Patterson and seconded by Mr. Howald to approve the agreement in two separate versions. The first being as-is and the second being if the City of Costa Mesa accepts the proposed changes made by General Counsel. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

Fiscal Impact: Application fee and facility use fee totaling \$825.00 to be paid to the City of Costa Mesa from the Orange Coast College cross country's team campus ancillary account.

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 Agreement between the the ProEducation Solutions, LLC and the Coast Community College District for the purpose of Providing Federal Student Aid Verification Outsourcing Services to the Financial Aid Office

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the agreement between ProEducation Solutions, LLC and the Coast Community College District for the purpose of providing federal student aid verification outsourcing services to the Financial Aid Office and gaining access to ProEd consultants, web-based document management system software, forms, procedures, communication protocols, and information collected and stored as a result of the recipient's use of the document management system, database, or computing services authorized by the provider. Consultant services also include use of recipient's computer systems (PowerFails) via a VPN network access provided by the recipient. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

Fiscal Impact: NTE \$5,000 to be paid from categorical funds. The company will be used on an as-needed basis.

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 Agreement between YourCampus360 LLC and the Coast Community College District for the purpose of Filming, Editing, and Producing a Virtual Tour of the Orange Coast College Campus Incorporating Panoramic Photography and Videography

It was moved by Mr. Lane and seconded by Mr. Howald to approve the agreement between YourCampus360 LLC and the Coast Community College District for the purpose of filming, editing, and producing a virtual tour of the Orange Coast College campus incorporating panoramic photography and videography. YourCampus360 will allow visitors access to OCC's virtual tour through the internet at www.yourcampus360.com using software and an operating platform to create an online virtual experience. The initial term of the Agreement shall continue for one (1) year from the "go live date" when the virtual tour is available online. The Agreement includes one-year maintenance updating the virtual tour. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

Fiscal Impact: \$3,785 will be paid to the vendor from District funds. This project will save the college more than \$6,000 annually by reducing the need to pay hourly salaries of tour guides and will assist in affordably reaching a growing international audience.

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 for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Rome, Italy

It was moved by Mr. Moreno and seconded by Mr. Howald that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in Rome, Italy Study Abroad Program during summer 2010. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Patricia Scarfone and Franca Hamber, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Rome, Italy Study Abroad Program was given on July 15, 2009. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

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

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 for Coastline College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Florence, Italy

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in Florence, Italy Study Abroad Program during summer 2010. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Jane Bauman, Lynn Torrini and John Clark, Coastline College, will serve as faculty. Authorization to conduct the Summer in Florence, Italy Study Abroad Program was given on November 7, 2007. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

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

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 Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Paris, France

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in Paris, France Study Abroad Program during summer 2010. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Lia Raileanu, Orange Coast College, will serve as faculty. Authorization to conduct the Summer in Paris, France Study Abroad Program was given on May 6, 2009. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

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

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 Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2010 Short-term Study Abroad Program in London, England

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in London, England Study Abroad Program during summer 2010. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

David Moore, Golden West College, will serve as faculty. Authorization to conduct the Summer in London, England Study Abroad Program was given on June 17, 2009. The President of the Board of Trustees, or designee, is authorized to sign the Agreement and any related documents.

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

Motion carried with the following vote:

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

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

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

Donovan Distribution Inc.
1411 N Batavia Street Suite 120
Orange CA 92867

Nuno Enterprises dba California Communication
5300 E. Beverly Blvd. Suite B
Los Angeles Ca 90022

Pasco Scientific Inc.
10101 Foothills Blvd
Roseville CA 95747

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 Enter into a Lease Agreement with Mobile Kitchens USA, Inc.; Orange Coast College Student Center Renovation Swing Space

This item was removed from the Action Items section of the Agenda.

4.06 General Items of Business – District

4.06.01 Consideration of Appointments to the Orange County Legislative Task Force for 2009-2010

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that Mrs. Evelyn Hart be appointed as the Coast Community College District Community Representative to the Orange County Legislative Task Force.

Fiscal Impact: None

Motion carried with the following vote:

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

4.07 Resolutions

4.07.01 Coast Community College District Board of Trustees Resolution # 09-42 Extended Opportunity Programs and Services

This item was moved forward and heard earlier in the Agenda.

4.07.02 Coast Community College District Board of Trustees Resolution # 09-43 Resolution Establishing the Dates of the Board of Trustees' Regular Meetings for the Calendar Year 2010

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to adopt Resolution

09-43 Establishing the Dates of the Board of Trustees' Regular Meetings for the Calendar Year 2010.

Motion carried with the following vote:

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

4.08 Approval of Minutes

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the Minutes of the Special Meeting of August 17, 2009.

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. Moreno to approve the Minutes of the Regular Board Meeting of September 2, 2009.

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. Patterson and seconded by Mr. Howald that the meeting be adjourned.

Motion carried with the following vote:

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

The meeting was adjourned at 9:51 p.m.

Secretary of the Board of Trustees

Appendices

Page

A. Agenda Item 1.04.01 Public Employment.....15-23

B. Public Record Statement Presented by Neal Kelsey.....24

Appendix A

1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jones, Nancy	09/17/09	09/30/09	PDM	\$43.23

To provide articulation with local high schools

TEACH3

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yaron, Sharon	05/31/09	08/30/09	PDH	\$30.34

Coordinated the Teach3 program.

CURRICULUM COMMITTEE MEMBERS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ardolino, Maureen	09/17/09	05/31/10	PDH	\$29.46
Boehler, Connie	09/17/09	05/31/10	PDH	\$29.46
Chapman, Cheryl	09/17/09	05/31/10	PDH	\$29.46
Shiring, Richard	09/17/09	05/31/10	PDH	\$29.46
Strauss-Thacker, Esther	09/17/09	05/31/10	PDH	\$29.46
Torrini, Lynn	09/17/09	05/31/10	PDH	\$29.46
Watson, Katherine	09/17/09	05/31/10	PDH	\$29.46

ACQUIRED BRAIN INJURY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Fitzgeorge, Brenda	09/17/09	12/30/09	PDH	\$29.46
Menchaca, Jessica	09/17/09	12/30/09	PDH	\$29.46
Metoyer, Rebecca	09/17/09	12/30/09	PDH	\$29.46
Pasino, James	09/17/09	12/30/09	PDH	\$29.46
Shepard, Sue	09/17/09	12/30/09	PDH	\$29.46

The following CCC Administrators, Full Time and Part Time instructors providing instructional opportunities for Navy Onshore, for Military Contract Education during Spring semester.

Part Time Instructor

Basford, Sean

GOLDEN WEST COLLEGE

DEPARTMENT SCHEDULER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Mucciario, Paula	08/31/09	12/20/09	PDM	\$43.23	Sign Language

ORANGE COAST COLLEGELIBRARIAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dale, John	09/01/09	12/01/09	LOV	\$80.72
Morgan, Carleton	09/01/09	11/28/09	LOV	\$97.15
Ovialt, Vinta	09/01/09	12/20/09	LOV	\$93.85

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
<u>Sweesy-Barger, Millie</u>	09/21/09	12/16/09	PDH	\$29.46
To act as "Fitness Express" leader for the Wellness Program.				
<u>Thornton, Michael</u>	08/31/09	12/20/09	PDH	\$29.46
To coordinate an athletic alumni outreach program for PE dept.				
<u>Weber, Daniel</u>	05/01/09	05/31/09	UNT	\$63.77
To help counselors with orientations.				
<u>Yeo, Suzanne</u>	09/22/09	12/15/09	PDH	\$29.46
To act as Yoga leader for the Wellness Program.				

LEARNING SKILLS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mascardo, Maria	08/19/09	08/27/09	PDH	\$30.34

COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
McCarthy, Mary Ann	08/31/09	12/18/09	UNT	\$73.94
Mosello, Donna	08/31/09	12/20/09	UNT	\$73.94
Phan, Dat Huy	08/31/09	12/20/09	UNT	\$73.94
Plum, Caryn	08/31/09	12/18/09	UNT	\$69.66
Schmidt, Valerie	08/31/09	12/20/09	UNT	\$73.94
Tran, Julie	08/31/09	12/20/09	UNT	\$57.44

Overload assignments for the following evening counselors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/13/09 to 12/20/09** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Sambrano, Michelle	2.00

Overload assignments for the following GWC cosmetology instructors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit contract, for the period **01/31/09 to 05/31/09**. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs for the college and/or the specific division. Assignments are not to exceed LHE stated:

<u>Name</u>	<u>LHE</u>
Rosales, Evangelina	4.34
Viele, Nancy	0.17

Overload assignments for the following instructors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/31/09 to 12/20/09** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate

assignments. LGE indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

<u>Name</u>	<u>LHE</u>
Basabe, Sandra	3.000

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Coastline College

Armendariz, Patricia
 Beaver, Dorothy
 Cao, Thomas
 Cast, Steven
 Davis, Loretta
 Davis, Penny
 Gettinger, Amy
 Giancarlo, Jennifer
 Gustaveson, Valerie
 Johnson, Jeffrey
 Katz, Maria
 Lee, Lisa
 Leighton, Kenneth
 Man, Georgina
 Maynard, Linda
 McGeoch, Norma
 Mendoza, Jalme
 Mozell, Harold
 Ozbirn, Katherine
 Seyster, Barry
 Shiring, Richard
 Takacs, Marcia
 Wahba, Remon
 Warwick, Randall
 Yue, Amy

Golden West College

Siddiqi, Catherine

3. Part time Faculty

Fall

Assignments during the period **08/31/09-12/20/09** for CCC, GWC and OCC unless otherwise noted and not to exceed 9 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Addeman, V	7.500
Adler, Roberta	1.500
Bund, Stefan	3.750
Godfrey, Donald	3.000
Mohr, Cheryl	4.000
Yee, Lauren	3.000

Golden West College

<u>Name</u>	<u>LHE</u>
Aispuro, Enrique	3.750
Araujo, Lance	3.250
Bebawi, Sabri	4.000
Bock, Gretchen	1.630
Cantus, Jason	3.000
Cavin, Andre	2.250
Chrisco, Tiffanie	2.250
Crummett, Lisa	4.500
Cunningham, Christopher	3.500
Do, Tom	4.000
Frey, Paul	2.250
Hare, William	3.670
Hunter, Ella	4.000
Jasser, Mais	3.000
Josifek, Jami	8.000
Kohls, Annette	4.000
Liu, Shin	8.750
Marten, Connie	3.000
Musket, Linda	9.130
Myers, Darya	3.000
Perez, Jason	3.670
Rodgers, James	3.750
Singhal, Satish	8.250
Snedeker, Mary	6.500
Thompson, Christopher	2.170
Tran, Vinh	4.500
Van Ry, Michael	3.000
White, Carol	6.260

Orange Coast College

<u>Name</u>	<u>LHE</u>
Capps, Tucker	4.000
Carpenter, Melissa	1.500
Carter, John	2.625
Chamaa, Manal	1.000
Clarke, Bret	5.000
Crockett, Cameron	7.000
Delgado, Adrian	4.062
Dinger, Michelle	3.000
Fuller, Brent	5.000
Gottlieb, Rebecca	4.000
Grant, David	8.125

Green, Gladys	0.500
Grooms, Mark	3.000
Harris, Amanda	3.000
Itzen, Jana	1.000
Jones, Christianne	1.500
Kelley, Maya	3.000
Knauer, Mary	2.250
Kohl, Brian	5.333
Lee, Robert	3.883
Martinez, Rachel	5.850
Mascardo, Maria	9.900
McLaren, Shane	9.000
Moravec, Marin	7.000
Ochwatt, Jodie	3.000
Odasso, Dave	3.000
Phan, Kristoffer	2.500
Pirona, Diego	5.250
Plum, Caryn	3.000
Rauterkus, Cathleen	3.000
Reinemann, Christine	1.500
Rivera, Junior	4.500
Robertson, Gary	3.000
Schriefer, Cheryl Patricia	5.250
Schachat, Carol	3.000
Shah, Ahmad	4.000
Tovar, Ana	6.000
Weber, Daniel	4.000

The following GWC Part-time Police Academy Instructor to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2009-10 school year for the period **09/17/09 to 06/30/10**, not to exceed 498 hours:

Ahumada, Raul
Sagel, Brett

4. Classified Staff

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, and rehires:

Classified Promotions, New Hires and Rehires

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Gonzalez, Antonio	DIST	Custodian	09/21/09	E-38-01*	D-001-10
Marin, Ilana	CCC	Grant Projects Assistant	09/17/09	E-45-02	C-001-10**

*Swing shift 5% diff.

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

5. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

Classified Management

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Pcmt</u>
Profeta, Glen	OCC	Dir, Web Services	Special Assignment	10/01/09	12/31/09	G-26-07

Revision to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Pcmt</u>
Nguyen, Julie	GWC	Staff Aide	System Analyst Specialist	07/01/09	08/28/09*	E-60-01

*Revise end date.

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Pcmt</u>
Shaffer-Brown, Eva	OCC	Student Activities Assist	Special Assign	Extend end date from 09/30/09 to 12/31/09	E-44-05
Wakim, Anis	OCC	Instructional Food Service Coordinator	Staff Specialist	Extend end date from 10/31/09 to 01/31/10	E-50-05

6. Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 100+ are General Fund; all others are Categorical Funds.)

EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Battistelli, L'oreal	CCC	09/17/09	06/30/10	818030-847510	M,T,W,TH,F
Carrillo, Jesse	CCC	09/17/09	06/30/10	110010-849501	M,T,W,TH,F
Horn, Mindy	CCC	09/17/09	06/30/10	110001-840101	M,T,W,TH,F
McCargo, Danico	OCC	10/02/09	06/30/10	124044-259300	M,T,W,TH
McMillian, Lehua	CCC	09/17/09	06/30/10	818030-847515	M,T,W,TH,F

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Booth, Melissa	CCC	09/17/09	06/30/10	110001-801301	M,T,W,TH,F
Corradini, Andrew	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	09/17/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
Coston, Sommer	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	10/01/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F

Davis, Penny Feighn, Susan	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
	CCC	09/17/09	06/30/10	110001-804513	M,T,W,TH,F
	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	10/01/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
Joseph, Larry Lamb, Kelli Manh, Thao Manohar, Adeline	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
	GWC	09/17/09	06/30/10	110001-347101	M,T,W,TH,F
	GWC	09/17/09	06/30/10	124006-361515	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124005-256101	M,W
Nadalin, Elaine	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	09/17/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
Ozbirn, Katherine Sanders, Sue Singh, Jashmir Tafoya, Chelsea	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	09/17/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
Veltri, Courtney	CCC	09/17/09	06/30/10	110001-804513	M,T,W,TH,F
	CCC	09/17/09	06/30/10	110001-804513	M,T,W,TH,F
	GWC	09/17/09	06/30/10	124006-361515	M,T,W,TH,F
	OCC	09/17/09	06/30/10	812001-201592	M,T,W,TH,F
	OCC	10/01/09	06/30/10	120176-251009	M,T,W,TH,F
	OCC	09/17/09	06/30/10	110001-201591	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124033-256041	M,T,W,TH,F
	OCC	09/17/09	06/30/10	124034-256041	M,T,W,TH,F
	GWC	09/17/09	06/30/10	124006-361515	M,T,W,TH,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bui, Xuan	OCC	09/17/09	06/30/10	812020-205401	M,T,W,TH,F
Menchaca, Desiree	OCC	09/17/09	06/30/10	812020-205402	M,T,W,TH,F
Monzon, Axel	GWC	09/03/09	06/30/10	813015-381401	S,SU
Morris, Shawn	OCC	09/17/09	06/30/10	127005-258900	M,T,F
Perez, Ruben	GWC	09/17/09	06/30/10	813015-381401	S,SU
Racine, John	OCC	09/17/09	06/30/10	812020-205401	M,T,W,TH,F
Rosales, Jesus	OCC	09/17/09	06/30/10	110001-285201	M,T,W,TH,F
Torres, Angel	GWC	09/17/09	06/30/10	813015-381401	S, SU
Yeung, Man	OCC	09/17/09	06/30/10	812020-205401	M,T,W,TH,F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Doan, Dung	OCC	09/17/09	06/30/10	120176-251019	M,T,W,TH,F
Ho, Charli	CCC	09/17/09	06/30/10	110001-803102	M,T,W,TH,F
Hutton, Heather	OCC	09/17/09	06/30/10	812035-212812	M,W,F
Iupati, Junior	GWC	09/17/09	06/30/10	110001-317301	M,T,W,TH,F

Mills, Amy	GWC	09/17/09	06/30/10	110001-307102	M,T,W,TH,F
Navarez, Carla	CCC	09/17/09	06/30/10	124007-856101	M,T,W,TH,F
Sax, Nicole	OCC	09/17/09	06/30/10	812035-212203	M,T,W,TH,F

7. Substitute Classified

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

Orange Coast College

Bizzell, Emily
Engelke, Alexandra
Menchaca, Desiree

8. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Coastline College

Bethell, Jessica
To Sr., Johnny

Golden West College

Bergesen, Annika
Elby, James
Ha, Tu
Mohamed, Yehya
Nguyen, Thanh
Sarsalejo, Maria
Williams, Bernard

Orange Coast College

Akhatova, Marguba
Bui, Phuongnha
Cao, Christina
Crawford, Connor
Do, Helen
Duong, Tulinh
Gomez, Evelyn
Haile, Tigesti
Hoang, Anhhthu
Khong, Duc
Le, Kenny
Marciniak, Gilles
McDuffee, Margaret
Ngo, Ngoc
Nguyen, Henry
Nguyen, Quynh

Pham, Leslie
Phipathananant, Pumi
Robel, Helena
Sanchez, Rebeca
Schafer, Steven
Smith, Lena
Tostado, Jose
Tran, Jackson
Tran, Tuan
Vallejo, Jon
Weber, Benjamin

Appendix B

Coast Federation of Classified Employees

STATEMENT TO THE

Coast Community College District
Board of Trustees

September 16, 2009

*Presented by
Neal Kelsey, Executive Director
Coast Federation of Classified Employees
AFT Local 4794*

I would like to take a few minutes to share the concerns of the Coast Federation of Classified Employees (CFCE) regarding the Golden West College bookstore, a proposal to outsource the operation of the bookstore to an outside vendor, and the process by which a Request for Proposal (RFP) was developed and vetted.

The Coast Federation of Classified Employees believes that the process for creating and publishing the RFP to outsource the operation of the Golden West College Bookstore was irregular and problematic in several ways:

1. Before going out for bids, a formal Request for Proposal (RFP) should have had the approval of the Board of Trustees since the announcement and publication of an RFP suggests to the bidders that the specifications within the RFP have been approved by the District, including the Chancellor's office and the Board of Trustees.
2. Companies submitting bids do so with the understanding that they are not just providing information for the sake of discussion or exploration of an idea, but that they are providing a competitive bid for actual work or services that the District needs. In this instance, whether the District actually needs the services of an outside vendor is an open question since the Board of Trustees has not had an opportunity to consider the operational effectiveness of the Golden West College bookstore, consider options for mitigating any problems that the bookstore currently experiences, and approve a plan for moving forward, which may or may not require the services of an outside vendor.
3. From the very beginning of this conversation about outsourcing the operation of the Golden West College bookstore to an outside vendor, CFCE has voiced a concern for not only protecting the current classified employees in the bookstore, but also protecting the positions. It has been our understanding all along that once an outside vendor is brought onto the campus to manage the operation of the bookstore, the classified positions will eventually be eliminated through attrition. CFCE is fundamentally opposed to the District adopting contracts and/or practices that gradually replace full-time classified employees with contingent employees.
4. A comprehensive analysis of the current bookstore problems along with a full consideration of on campus/in District solutions for mitigating the financial losses was not fully engaged. CFCE believes that the current \$170,000 operating loss can be mitigated by implementing four to five actions. We will be providing details about our recommendations at a later date.
5. And finally, Ed Code section 88003.1 provides a set of specifications that must be met in order to outsource community college services to an outside vendor. CFCE believes that the District is obligated to demonstrate, in writing, that any RFP to outsource the operation of the Golden West bookstore meets these specifications. This has not been done to our satisfaction.

Thank you for providing this opportunity to address the Board of Trustees on this matter.

**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	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	Interim Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	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 30, 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.	November 18, 2009	P
4	05/06/09	Mary Hornbuckle 2 nd Walt Howald	Interim Chancellor	Provide status report on KOCE-TV, including air time and payment issues.	September 30, 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	January 20, 2010	P
6	3/5/08	Jerry Patterson; 2 nd Walt Howald	Interim Chancellor	Revisit Participatory Governance Policies and Procedures	November 18, 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.	Status report due November 18, 2009.	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
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	November 18, 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	February 3, 2010	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.	December 9, 2009	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



District Information Services

Date: September 22, 2009

To: Dr. Ding-Jo Currie
C.M. Brahmbhatt

From: Jeff Arthur and the Voyager Continuous Improvement Team (CIT)

Re: Project Voyager Update Report for September 30, 2009 Board

I am writing to provide the Project Voyager Update requested by the Board of Trustees after the first Project Voyager report to the Board on May 6, 2009.

Where We Are

The District's current Voyager Software Suite last major upgrade was to Banner 7x on March 22, 2009. After four years, SunGard will no longer support Banner 7x and requires all customers to be at Banner 8x on August 31, 2010. The District's Banner 7x includes:

- Student 7.4, California Banner (CALB) 7.5.2, and
- 23 other modules and software packages Exhibit 1
- 44 District software modifications Exhibit 2
- 133 Coast customized enhancements – reports and job processes Exhibit 3

Ongoing Challenges

The District has three primary challenges in managing the Project Voyager software suite District-wide:

- Providing an optimal educational experience for the District's students and faculty
- Keeping current with technology changes
- Ability to sustain the systems with staffing and budget constraints. Annual Hardware and Software Maintenance cost \$1,596,000 Exhibit 4

Future Concerns and Agenda

The District uses a three-pronged approach to continuously improve Project Voyager and meet today's and future challenges:

- SunGard provides new Banner functionality enhancements, upgrades and fixes like Banner 8. One example of new Banner 8 functionality is improved waitlisting that assists in maximizing enrollment in individual course sections.
- SunGard complies with Federal and State regulations. California Banner (CALB) is written specifically to address the California Community Colleges' unique 320, MIS, and Education Code reporting requirements. One example is CALB 8's course repeat checking will comply with current Title V requirements.
- The District changes and improves its processes through the Continuous Improvement Team (CIT) and develops customized software and reporting as needed

Since May, the District has made, and is making, many improvements in Project Voyager software and processes:

- Continuous Process Improvements / Student Centered Initiatives
 - 13 Admissions Automation Custom Enhancements scheduled for completion October 5, 2009 Exhibit 5
 - Engaging Strata Information Group (SIG) November 5-6 to review, validate, and enhance Admissions application and matriculation processes with Student Services staff district-wide

- Upgraded BlackBoard Vista learning management system to v8.02 to comply with the Americans with Disabilities Act (ADA)
- Implemented RoboRegistrar which allows students to request transcripts online
- Converting the District's Health Benefits system from Protocol (PNI) on October 12. This will allow DIS to retire the PNI server and save \$4,000 per month in maintenance fees
- Upgrading Luminis as Google upgrades Gmail to v2.0 on September 30
- Changing credit card processing to comply with new Payment Card Industry (PCI) security standards on September 30.
- County Payroll Interface
- ePAFs – Electronic Personnel Action Forms
- Luminis Resource server failover

Banner/CALB 8.1 Upgrade and Unimplemented Owned Software Schedules

The District began the process of upgrading to Banner/CALB 8.1 in June of this year. District Information Services (DIS) is working to provide the Banner/CALB 8.1 testing environment to the functional teams (Student, Finance, HR, etc.) on January 2, 2010. In the meantime, the functional teams on the campuses and at the District are updating their department Banner procedure guides and readying their test plans to test the new system. Banner/CALB 8.1 installation is planned for the week of Spring Break (March 27-April 4) to be ready for the summer term registration. The complete upgrade plans can be found on the District's website at <http://www.cccd.edu/voyager/upgrades.aspx>.

The following unimplemented software will be addressed after the Banner/CALB 8.1 installation (as noted earlier, the CIT implemented RoboRegistrar this period):

- Banner Document Management System (formerly Xtender Imaging)
- Resource/Schedule 25
- Banner Financial Aid
- fsaAtlas
- Axiom

If you have any questions or would like further information, please do not hesitate to call me at x84613.

Voyager Board Update Exhibit 1
Voyager Software Suite Components for Banner 8.1, etc upgrade
September 30, 2009

Software Components	Current Version							Final Version	Count
<u>Banner</u>									
General	7.5	7.5.1	7.6	8.0				8.1	4
Accounts Receivable	7.3	8.0						8.1	2
Position Control	7.3	7.3.1						8.0	2
Finance	7.4	7.4.1						8.0	2
Financial Aid	7.12	7.12.1	7.13	7.14	7.14.1	7.15	7.15.1		
Financial Aid <i>continued</i>		8.0	8.1	8.2	8.2.1	8.3	8.3.1	8.4	13
Human Resources	7.2.5	7.2.6	7.2.7	7.2.8	7.2.9	7.2.10	8.0	8.1	7
Student	7.4	7.5	7.5.1	7.5.2	7.6	8.0		8.1	6
<u>California Banner</u>									
California Banner (CALB)	7.5.2	7.6	7.7	8.0				8.1	4
CALB Report Engine	7.5							8.0	1
<u>Self-Service</u>									
General	7.3	7.3.1	8.0					8.1	3
Student	7.5.1	7.5.2	7.6	8.0				8.1	4
Financial Aid	7.12	7.13	7.14	7.14.1	7.15			8.1	5
Faculty	7.5	7.5.1	7.5.2	7.6	8.0	8.01		8.1	6
Employee	7.4	8.0						8.1.1	2
Finance	7.4	8.0						8.1	2
WebTailor	7.4	7.4.1						8.0	2
<u>Luminis</u>									
Platform	IV.1.56							IV.2.1	1
Channels	7.2							8.0	1
IntComp	7.3	8.0						8.01	2
Operational Data Store	8.0	upgraded April 2009						8.0	1
Workflow	4.4	4.4.1						4.4.2	2
Intellectcheck	7x							8x	1
Clean Address	3.3.2							3.5.0.5	1
Applications Mgr Appworx	7x							8x	1
								Total	75
Components	25								

Coast Community College District

Products By Characteristic

Exhibit 2

Baseline Modification

CCCCD developed modifications to Banner Baseline or Coast products.

Product	Description
Budget Development	SIG mod to help budget development
Add or Drop Classes	Removed Sec and Level columns
Faculty Roster	A SIG mod to print faculty rosters.
Schedule Bill	A SIG mod for the student registration bill.
Searchable Schedule Nonsec	SIG's non secured searchable schedule
Positive Attendance Self Serv	A SIG mod for faculty positive attendance hours entry.
Employee ID Trigger	Creates the employee's alternate ID which starts with an E.
Restrict Transcript Viewing	Restrict faculty from viewing transcripts
Transcripts	A re-write of Banner's transcript.
Pay Now Button	Added a finish and pay button to add and drop page.
Center Grades	Center grades on Final Grade column
Full Payment	Forces full payment for web registration.
Remove FAX Number	Removes the FAX number on a self service page.
PO Printing	Modified Banner PO printing process and Formfusion used to format.
Searchable Schedule Secured	Coast created searchable schedule
I Space - SFAREGS	Allows instructors to drop students
Self Service Form 1090-T	Temporarily Remove Detail from Student Self Service Tax Notification Page.
Drop Rosters	A Sig mod that allows faculty to drop students from their respective classes
Credit Card Payment	Force students to pay full balance while doing a credit card payment
Argos Job Submission in	Support Banner job submission of Argos reports.
Mask SSN on GUIALT Form	Modify Banner Alternate ID Form to Always Mask SSN.
RoboRegistrar	Install RoboRegistrar product from Credentials Inc
Allow Partial Birth Date Query	Modify Banner Alternate ID Form GUIALT to Allow Partial Birth Date Query
Calc ARR Total Hrs	Calculate ARR sessions total contact hours automatically

Extract

Produces a data extract file

Product -	Description
CCC Staff ID Cards	Coastline staff ID card interface
SAP Extract	
Vendor Check Register	FCHKREG produces a file to be submitted to the County.
Vendor Pos Pay	FPOSPAY - Produces a file of checks printed for a given duration.
Payroll Posting & Tracking	FZPEMPD - Payroll Posting & Tracking
Payroll COA	PZPCOA Payroll Chart Of Accounts
County Mass Salary Update	County Mass Salary Update
County Leave Accual	Compute County Sick Leave Accrual
County FYE Salary	County FYE Salary Increments
Time Cards	A COBOL program used to print time cards.

Grand Total: 44

Coast Community College District

Products By Characteristic

Exhibit 2

Positive Attendance Hours List	Spreadsheet for users to enter positive attendance hours.
Added Students Extract	Extract Add activities for GWC TrackIt
Medpro Interface	Provides student data to Medpro for Health Center verification and services.
Library Download	Library download from NOCCCD.
Enstat Extract	SZPENST

Interface

Two way data transfer or data verification.

Product	Description
PowerFacts Banner Interface	Develop a secure interface between Banner and campus-based PowerFacts servers.
ID Cards	OCC and GWC ID card interface
e-lumen Interface	SZPELUM - A Banner process run by Appworx to produce one file per campus.

Upload

Upload external data to an application.

Product	Description
CCCApply	Upload process from CCC Apply to Banner
Test Upload	Tape upload from campus Assessment Center

Grand Total: 44

Coast Community College District

Products By Characteristic

Exhibit 3

Report/Process

Identifies reports and processes.

Product	Description
Payroll Disbursement	PZPAUPL - A auditor's Banner job submission to produce an extract file.
Concurrent Enrollment	SZPAUCE - Concurrent enrollment extract for external auditor requests.
Vendor Master	FZPAUVM - A auditor's Banner job submission to produce an extract file.
Employee Master	PZPAUEM - A auditor's Banner job submission to produce an extract file.
Students Actively Enrolled	SZPAUAE - Students actively enrolled extract for external auditor requests.
Admission Record	SZPAUAR - Admission record extract for external auditor requests.
PO Board Extract	FZPBDO - A list of all purchase orders pending Board approval.
Vendor Check Board Extract	FZPBDCH - A listing of checks in the Board agenda.
320 Report	State 320 Report
MIS-SP	MIS SP data report
MIS-SB	MIS SB data report
MIS-SM	MIS SM data report
MIS-PS	MIS data report
MIS-SX	MIS SX data report
MIS-XF	MIS XF data report
FTEs Auditor Extract	SZPAUFT - Required data elements extract for external auditor requests.
EOPS Degree Awarded Report	Report - List of EOPS students with degree awarded before 200731
Leave Liability Reports	District Leave Liability Reports
International Student Verif	SZRINTL
Veteran 30 Day Add/Drop	Banner job submission SZRVETN
Room Conflicts	A Banner job submission to list room scheduling conflicts.
Faculty Conflicts	A Banner job submission.
Multiple PIDM	A procedure that lists possible people with multiple PIDMs.
Copy Academic Standing	SZPCASR - Copy Academic Standing Rules to new term
List CRNs with no Calendar	SZRNACL - List CRNs with no Calendar (ACCL)
Remove W grade from	SZPWGRD - Remove W grade from SFRSTCR
Grade Discrepancy List	SZRGDD - grade discrepancy List
Veterans BFAP-SFAA	Need Unduplicated Headcount of Veteran's Students
List Duplicate Sessions	SZRDESE - List Duplicate Sessions within a CRN
CRNs with 01 missing 02 Instr	SZRISES - CRNs w/Sessions > 01 Missing Instructor
Material Fees	Compare Course/Section Material Fees
List CRNs w/out Instructor	SZRMSSE - List CRNs with Sessions Missing Instructor
List Invalid Schedule Type	SZRSSES - List CRNs with Sessions with Invalid Schedule Type
ARR with Invalid Sched Type	SZRHARR - List Hours Arranged Sessions with Invalid Meeting Type
List Current Enrollment Counts	SZRENCT - List unduplicated student enrollment counts
Payroll Labor Distribution	PZPLBRD
Military Reg Appointments	SZRMAPT - Create Military Reg Appt based upon POT
MIS-CB	MIS CB Report
MIS-XB	MIS XB data report

Grand Total: 133

Coast Community College District

Products By Characteristic

Exhibit 3

Athletic Unit Check	SZRATHL - A Banner job submission
CCCD 320 CRNs with enr	SZRCALU - Lists only CRNs with enrollment data
Reset CRN long title	SZPTITL - Copy course long title into CRN
Students w/out Gen Stu	SZRNSTU - List Enrolled Students with No General Student Record
Copy Syllabus	SZPCSLB - Copy Syllabus data .
Projected Excess Vacation	Report of each employee's projected excess year-end vacation balance.
Salary Schedule Report	Salary Schedule Report
Finance Security Reports	FZPPROF Finance Security Reports
Registration Counts Report	SZREGCT
320 Summary Degree	SZRDEGS - 320 Summary modified to select only degree applicable courses
320 Summary Precollegiate	SZRPRES - 320 Summary only precollegiate non-degree applicable courses.
320 Detail Report for one CRN	SZRCALD - list student detail data for specified term and CRN
Student Characteristics	Student Characteristics Reports
Expire Placement Levels	SZPEXP - Expire Placement Levels
Purge Reg Appointments	SZPDAPT - Purge Registration Appointments
320 High School Summary	SZRCALH - 320 Summary for High School Students
320 High School PE Summary	SZRCAL - 320 Summary for PE classes with High School Students
Check Disqualified Holds	SZRCKDQ - Check Disqualified Holds
Auto Assign Appointments	SZPAAPT - Automatically assign appointments for new applications
Incomplete Grades by Term	SZRIGRD - CSV file of students with incomplete grade for specified term
Duplicate Course with Term	SZRDUPC - List students who have taken same non-repeatable course in same term.
Purchasing Filing Labels	FZPLBLP - Purchasing Filing Labels
Accounts Payable Filing	FZPLBLA - Accounts Payable Filing Labels
List Disqualified Holds	SZRQLST - Listing of Disqualified Holds for specified Term
Disqualified Hold CSV File	SZRQCSV - CSV file of disqualified holds
Honors Reports/Letters	Argos datablock and associated reports for Honors.
Students taking equivalents	SZREQIV - Students taking equivalent courses
Luminis C Numbers	SZRCPIN - Luminis C Numbers
Add Permits	SZRADDP - Print Add Permits
Collections	Processes and reports need to support Collections
International Stu Cross Check	SZRCKF1 - Check International Student Citizenship and Residency and Admit Type
Load Application Fields	SZPAPLF - Load Application Fields
MIS-SI	MIS SI data report
Registration Priority	Processes to support Registration Appointments
Student Fee Unapply	A Process ran by District Finance.
PO Notification	a Banner Workflow to notify staff when their Req is assigned a PO nubur.
Payroll Labor Redistribution	PZPREDS, PZPREDM & PZPREDX
Tax Form 1099	FZP99LD, FZP99R1, FZP99PR
Tax Form W2	PZPW2PR - Print Retiree W2 Forms
Budget Comparison Report	NZPBR03 - Budget Report
Budget Fringe Benefit Report	NZPBR04 - Budget Report
Position FOAPAL Comparison	NZPBR02 - Budget Report

Grand Total: 133

Coast Community College District

Products By Characteristic

Exhibit 3

Position Salary Comparison	NZPBR01 - Budget Report
Longevity Report	Classified Longevity Report
Transcript Form	The printed INB transcript using Formfusion
Vendor Check Printing	Banner's checking printing process which using Evision and a custom report
BOGW	BOGW job submission
BOG Counts	Banner job submission
BOG Fee Waiver	A job submission for Financial Aid BOG fee waivers
BOGW Load Error Report	Reports on errors from PF-Banner BOGW Load.
Proof List	Financial Aid job submission
Positive Attendance Form	An INB version of Positive Attendance using Formfusion
Summary Class List	Show registered students and students who dropped
1. Drop for Non-Payment	SZPDFNP - A process to drop students for non-payment. Report created by Argos.
Academic Progress	SZRPREV - Modification to Banner baseline progress calculation
Academic Standing	SZRASTD - Modification to Banner baseline academic status calculation
Copy prereqs/fees/attr	SZPCPRQ - Copy pre-requisites/fees/attributes from current catalog.
Manually Add Appl Decision	SZPAPPL - manually add application decision.
Recalculate seat counts	SZPENRL - Recalculate enrollment, census and available seat counts.
Remove HS Program 2	SZRFXHS. A nightly process to remove high school program 2.
Repeat Checking	Banner procedure.
Update max enrollment hours	SZPUHRS - Update the maximum enrollment hours
Create Disqualified Holds	SZPDQHL - create holds for disqualified students
SAP Job Submission	
Grade Mailer Form	Student Grade Mailer Form
1098T Process	Combines scholarship, grants, and fees.
Duplicate 1098T Form	SZRDY98 - A Banner process to print 1098T forms from DSK data
Legacy Fees	SZRARCF - DSK archived fees
Primary Job Validation Rpt	List employees with secondary but NO primary job
Unit Verification	A job submission to verify financial aid students current enrollment
R2T4 Financial Aid Report	A weekly report to list financial aid students and their units before census
Job Pay Calculator	Pay rate calculations
Self-Service Style Sheets	Self-Service Style Sheets
List tables for specified id	SZRCTAB - List tables containing data for specified student ID.
Delete USA Nation Code	SZPN157 - Set nation code to null for US addresses
Admission Process Mod	May be broken down into several mods.
Registered, No SGBSTDN	List students who are registered at a college but do not have an SGBSTDN record.
MIS-XE	MIS XE Data Report

View

A view for data. Most commonly used for adding data to the ODS.

Product	Description
Material Fees	Compare Course/Section Material Fees
Registration Permits View	A view to load ODS

Grand Total: 133

Coast Community College District

Products By Characteristic

Exhibit 3

EOPS CARE Data	An ODS view
EOPS Detail	An ODS view CCCD_EOPS_Detail
Repeat Checking View	An ODS view CCCD_Student_Permitt_Override
Academic Schedule Offering	Academic Calendar Type Schedule Offering
Course Cross Listed View	An ODS view CCCD_Course_Cross_Listed
Course Equivalent ODS View	ODS View for Course Equivalent data
Course Fee Detail View	A view to load the ODS CCCD_Course_Fee
Course Maintenance View	Ad ODS view CCCD_Course_Maintenance
EOPS Characteristics	An ODS view.
Student Permit Override	SFRSRPO view to load the ODS
Veteran View	An ODS view CCCD_Veteran for veterans.
AS by Term & Code	A view to load the ODS for Academic Standing by term and code.
First Time Students View	A view to load the ODS. CCCD_New_Admitted_Not_Enrolled view.
Registration Groups View	A view to load the ODS

Grand Total: 133

Voyager Board Report Exhibit 4
Budget Information
September 30, 2009

Implementation - Outside Costs	TOTAL
Software (420911)	\$ 3,653,208
Implementation Consultants (420912)	\$ 3,450,342
Hardware (420913)	\$ 1,811,830
TOTAL	<u>\$ 8,915,379</u>
 Annual Hardware and Software Maintenance	 <u>\$ 1,596,000</u>

Banner Admissions Automation Project Meeting Notes

9/11/2009

In Attendance: Geoff, Jennifer M., Jennifer O., Jim, Jutta, Kathie, Paula, Richard, Rozanne, Shirley, Tim

Supplemental Testing

The supplemental pages have been tested and no change to the content of the pages is required.

Timeline

We are targeting a spring term conversion for the new processes. Coastline and Orange Coast begin accepting applications on 10/5. Golden West will begin accepting applications for the spring term (200932) on 10/1. The supplemental page changes will be implemented for Golden West on that date. Downloads for Golden West will be shut off from 10/1 until 10/5 when the rest of the processes have been implemented.

Review proposed new process

1. Download from Xap (Automatic)
2. Load to Banner (Automatic)
3. Modified Common Matching (Automatic)
4. Possible Match Report (User Initiated)
5. Manual Matching (Manual)
6. Push to SAAADMS (Automatic)
7. Process Checklist Items (Automatic)
8. Automatic Data Update - SZPAPLF (User Initiated)
9. Decision Process SARBDSCN (User Initiated)
 - a. Process SARBDSCN Exceptions (Manual)
10. Appointment/Holds/Units Processing – SZPAAPT (User Initiated)
11. Non-Resident Report (User Initiated)
12. Special Admit Report (User Initiated)

Discuss Possible Matches Report

Report will include all application details

Will ePrint reports be eliminated or phased out?

The Admissions staff will continue to print the ePrint reports until it is determined that they are no longer required.

What processes will AppWorx run and when to implement?

Initially all processes will be run manually

Is a 20 character Birth City field acceptable?

It was determined that it is acceptable to shorten the Birth City/State field on the CCC Apply supplemental page to 20 characters to be compatible with the Birth City field in Banner.

Banner Admissions Automation Project Meeting Notes

9/11/2009

Details of Non-Resident Report

Report will include all application details

Common Matching

The Cuesta matching rules will continue to be used by the Admissions staff

The rules used by CCC Apply will be modified and will likely create more possible matches than before

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Agreement is entered into on November 1, 2009 by and between Children's Hospital of Orange County ("Hospital") and Coast Community College District for Orange Coast College ("School"). This agreement will remain effective until November 1, 2011

ARTICLE I

RECITALS

1.1 Hospital. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the Department of Health Services.

1.2 School. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

1.3 Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)"), as referenced in **Exhibit A** attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE II

RESPONSIBILITIES OF SCHOOL

2.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering health care education Program(s) eligible, if necessary, for accreditation and approval by any state board or agency.

2.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School

*Clinical Training Affiliation Agreement Without Instructor
Between Children's Hospital of Orange County and Coast Community College District for Orange Coast College
"School"
Revised 9/14/09*

and Hospital will also mutually agree to the dates and length of the Program(s).

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

2.3.1 School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students have successfully completed a CPR for Healthcare Providers course. School shall certify to Hospital that each student assigned to Hospital for clinical training has completed such orientation and CPR training using the Clinical Student Profile form, attached hereto and incorporated by reference as **Exhibit B**. School shall maintain documentation in each student's files that student has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

2.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

2.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Hospital. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital. School, at School's expense, shall ensure that a background check has been performed on each student assigned to Hospital for clinical training.

2.6.1 School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using the Clinical Student Profile form, attached hereto and incorporated by reference as Exhibit B. School shall maintain documentation in each student's files that student has satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

2.6.2 School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's files and records, including health information and background check information.

2.7 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health,

safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

2.9 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure the insurers shall endeavor to provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this Section 2.10 within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

2.10.1 School shall assure and provide proof that students are covered by a health insurance policy, either through School or an individual policy. Student is responsible for his or her own health insurance coverage, if not provided by School.

2.11 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, or subcontractors. The School agrees to indemnify the Hospital for damages arising from negligence of the School's students, provided that the students' acts occur while under the direct supervision of a School employee.

- 2.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.
- 2.13 Student ID Badges. For Hospital security purposes, the School will be billed/invoiced and required to pay to Hospital, the amount of Fifty Dollars (\$50.00) for each and every Student ID Badge (including ID badges issued to instructors) that is lost, stolen or not returned to the Security Office upon completion of the students designated learning period. The School will inform the students of this requirement before placement

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide students with access to clinical areas and patient care opportunities, as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

3.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

3.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

3.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

3.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, Hospital understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, Hospital shall conduct its activities in providing Services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

3.6 Space and Storage. Hospital agrees to provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

3.8 Documentation. Hospital agrees to make available to students of School a copy of applicable Hospital's policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

3.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

3.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect Students when appropriate or necessary.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.1 Term. This Agreement shall commence as of the effective date of this Agreement and shall remain in full force and effect for two (2) years unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

4.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School and School's instructors and/or students an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

4.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

4.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

5.1 Any and all of Hospital's medical records and charts created at Hospital as a result of performance under this Agreement shall be and shall remain the property of Hospital.

5.2 For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

5.3 In the course of clinical training at Hospital, students will have access to

*Clinical Training Affiliation Agreement Without Instructor
Between Children's Hospital of Orange County and Coast Community College District for Orange Coast College
"School"
Revised 9/14/09*

Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA Privacy and Security Rules and Hospital's HIPAA Privacy and Security policies and procedures.

5.4 Students shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as **Exhibit C**). Subject to students' completion of Hospital's confidentiality agreement, Hospital shall provide students with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

5.5 School shall instruct students regarding confidentiality of patient information and all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA").

ARTICLE VI

INDEMNIFICATION

6.1 Hospital's Obligations to School. Hospital shall defend, indemnify and hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.

6.2 School's Obligations to Hospital. School shall defend, indemnify and hold Hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, or agents.

ARTICLE VII

GENERAL PROVISIONS

7.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

*Clinical Training Affiliation Agreement Without Instructor
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"School"
Revised 9/14/09*

7.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

7.3 Compliance. School acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (714-289-4700). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

7.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

7.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:

Children's Hospital of Orange County
455 South Main Street
Orange, CA 92868
Attn: Debra Mathias
Executive Vice President & Chief Operating Officer

If to School:

Orange Coast College
Attn: Kevin T. Ballinger
Dean, Consumer and Health Science for Orange Coast College
2701 Fairview Road, PO Box 5005
Costa Mesa, CA 92628-5005

With copy to:

Vice Chancellor of Administrative Services at Coast Community
College District
1370 Adams Ave.
Coast Mesa, CA 92626

7.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

7.8 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

7.9 Bond Covenants. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

7.10 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.11 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

7.12 Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.4 (Governing Law), Section 7.6 (Notices), and 7.11 (Ambiguities) and this Section 7.12 shall survive the termination of this Agreement.

Signature page to follow.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

HOSPITAL: *Children's Hospital of Orange County*

By: _____

Printed Name: Debra Mathias

Title: Executive President and Chief Operating Officer

Date: _____

SCHOOL: *Coast Community College District for Orange Coast College*

By: _____

Printed Name: Kevin Ballinger

Title: Dean, Consumer and Health Science (Orange Coast College)

Date: _____

By: _____

Printed Name: Richard Pagel

Title: Vice President, Administrative Services (Orange Coast College)

Date: _____

By: _____

Printed Name: President

Title: Board of Trustees (Orange Coast College)

Date: _____

EXHIBIT A

PROGRAM(S)

(Without On-Site School Instructor)

Name of department at School:

Consumer and Health Sciences, School of Allied Health Professions:

- Cardiovascular
- Diagnostic Sonography
- Dietetic Technology
- Medical assisting/Transcription
- Neurodiagnostic
- Polysomnography
- Radiology
- Respiratory Care
- Speech Language Pathology Assistant

EXHIBIT B

CLINICAL STUDENT PROFILE

1. Complete the information below for each clinical group/student scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. Attach a student roster for clinical groups.
3. School is responsible for ensuring that each clinical group/student is trained and competent on:
 - Dress Code*
 - HIPAA Privacy and Security*
 - Injury and Illness Prevention
 - Needle Safety*
 - Patient Confidentiality*
 - Standard Precautions*

*General Orientation Information
4. School is responsible for verifying that each clinical group/student has completed the following:
 - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
 - **Influenza (immunization yearly or declination statement)**
 - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - **Physical Exam** (documented by a physician)
 - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/03 and 12/27/04)
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
 - **Varicella** (proof of vaccinations or titer documenting immunity)
 - **Background Check Clearance**
 - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
 - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
 - **License Current** (RN, etc. if applicable)

School: _____ Student Name: _____
Course Title: _____ Student Group (RN, CA, PT, etc.): _____
Clinical Dates: From _____ To _____
Clinical Days: _____ Clinical Hours: _____
Instructor: _____ Phone: _____
Instructor Email: _____ Cell/Pager: _____

I certify that student(s) have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (✓) all boxes that the student(s) have completed.

- | | | |
|--|--|---|
| <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Varicella | <input type="checkbox"/> General Orientation Information* |
| <input type="checkbox"/> Influenza | <input type="checkbox"/> Background Check | <input type="checkbox"/> Health Insurance/Worker's Compensation |
| <input type="checkbox"/> MMR | <input type="checkbox"/> CPR | <input type="checkbox"/> License Current (RN, etc.) |
| <input type="checkbox"/> Physical Exam | <input type="checkbox"/> General Liability Insurance | <input type="checkbox"/> Professional Liability Insurance |
| <input type="checkbox"/> TB | | |

Instructor/School Representative (print): _____

Instructor/School Representative (signature): _____

Date: _____

*Clinical Training Affiliation Agreement Without Instructor
Between Children's Hospital of Orange County and Coast Community College District for Orange Coast College
"School"
Revised 9/14/09*

EXHIBIT C
CONFIDENTIALITY STATEMENT

(For Students)

As a Student performing duties at **Children's Hospital of Orange County ("CHOC")**, you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

1. You may use PHI as necessary to carry out your duties as a student/volunteer;
2. You may share PHI with other health care providers within CHOC for the direct treatment of the patient;
3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
4. You may NOT photograph patients;
5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
10. If you have questions about the use or disclosure of PHI, contact CHOC's Privacy Officer.

Please read, sign, and date this acknowledgement. Return signed form to CHOC's Student Relations Coordinator where it will be filed and you will receive a copy.

Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print): _____ Date: _____

Signature: _____

Fraud Prevention in Financial Statements and Whistleblower Protection Procedures

Board members, administrators, faculty, staff and others conducting business with the Coast Community College District (District) should report all suspected improper activities. The District has a responsibility to investigate and report to appropriate parties allegations of suspected improper activities and to protect those Board members, administrators, faculty and staff who, in good faith, report these activities.

Guidelines for Implementing Financial Integrity

- Comply with all laws and regulations regarding contracts, pricing discussions, relationships with vendors, and maintaining accurate books and records.
- Reasonable budget expectations.
- Processes in place to eliminate unacceptable financial risks.
- Honest and transparent financial reporting.
- Practices to safeguard assets, particularly in high-risk areas.

It is the intention of the District to prevent and correct activities that violate this policy. District employees, including administrators and managers, who violate this policy may be held accountable for their conduct under any applicable District or college policies, procedures, State and Federal laws, or collective bargaining agreements.

The District's Fraud Prevention in Financial Statements and Whistleblower Protection policy and procedures will be distributed annually to all faculty and staff to demonstrate the District's commitment to financial statement fraud awareness and whistleblower protection.



HOSPITAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of October 18, 2009, or the date of execution of the Agreement by both parties (the "Effective Date") between Coast Community College District (Golden West College – hereinafter "School"), and Fountain Valley Regional Hospital and Medical Center, a California Corporation, doing business as Fountain Valley Regional Hospital (hereinafter "Hospital"). School and Hospital may at times be referred to herein individually as "party" and collectively as "parties."

RECITALS:

School offers to enrolled students a degree program in the field of Nursing.

Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a acute care facility.

Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit 'A', and a Statement of Confidentiality in the form attached hereto as Exhibit 'B'.

Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Dress Code; Meals. School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

OSHA Compliance. School shall be responsible for compliance by Program Participants 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, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

Training. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape regarding Hospital's patient information privacy policies and practices provided to School by Hospital pursuant to the license grant in Section 13 hereof (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

Background Verifications. School acknowledges each Program Participant shall be required to submit to a complete background check as a condition of participation in the Program. School shall provide a copy of the completed background check to Hospital prior to the commencement of any Program Participant's participation in the Program. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

Drug Screens. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

Indemnification. School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. RESPONSIBILITIES OF HOSPITAL.

Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions.

Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES.

The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees and shall have no expectation of receiving compensation or future employment from Hospital or School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- (a) Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- (b) Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's determination, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or any other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY.

- (a) **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.
- (b) **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, *unless disclosure thereof is required by law* or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.
- (c) **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, *except where permitted or required by law* or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

Privacy of Health Information.

- (a) School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and

164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes.

- (b) A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.
- (c) School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.
- (d) In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program

Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

- (e) If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.
- (f) **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.
- (g) **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

- (a) School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

- (b) School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000 each accident;
\$1,000,000 disease policy limit;
\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

- (a) School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.
- (b) School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that

prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM.

The term of this Agreement ("Term"), shall be three (3) year(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term of this agreement may be extended for an additional period of two years, but only upon mutual written agreement of parties.

10. TERMINATION.

- (a) **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.
- (b) **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. LICENSE.

As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. School has no right otherwise to use the Video except as set forth in this Section.

14. ARBITRATION.

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other int of this Agreement, regardless of the cause of such termination.

15. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; BINDING EFFECT.

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any

assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

16. COMPLIANCE OBLIGATIONS.

School has received, read, understood, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at:

<http://www.tenethealth.com/TenetHealth/OurCompany/EthicsBusinessConduct>. The School shall make available to its employees providing services to Hospital the Standards of Conduct and information concerning Tenet's Compliance Program. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide the Deficit Reduction Act of 2005, as applicable, in performing services to Hospital. Hardcopies of any information shall be made available upon request.

17. EXCLUSION LISTS SCREENING.

School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

/ ----- Intentionally Left Blank ----- /

By their respective signatures, the parties hereto agree to the foregoing terms as of the date of execution set forth below.

**FOUNTAIN VALLEY REGIONAL HOSPITAL AND MEDICAL CENTER
(DBA) FOUNTAIN VALLEY REGIONAL HOSPITAL:**

By: _____
Name: Debbie Walsh
Title: Chief Executive Officer
Date: _____
Address: 17100 Euclid St.
Fountain Valley, CA 92708

**COAST COMMUNITY COLLEGE DISTRICT
(GOLDEN WEST COLLEGE)**

By: _____
Name: Wes Bryan
Title: President
Date: _____
Address: 15744 Goldenwest Street
Huntington Beach, CA 92647

**COAST COMMUNITY COLLEGE DISTRICT
COAST COMMUNITY COLLEGE DISTRICT**

By: _____
Typed Name: Jim Moreno
Title: President, Board of Trustees
Date: _____
Address: 1370 Adams Avenue
Costa Mesa, California 92626

EXHIBIT A
STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant: _____

Witness: _____

EXHIBIT B
CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____ ("School") and _____ ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant: _____

Witness: _____

EXHIBIT C
HEALTH AND BACKGROUND SCREENING ATTESTATION

(SCHOOL NAME)

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

ATTENDING STUDENTS:

1. _____
2. _____

STAFF:

1. _____

2. _____

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

SCHOOL:

Name: _____

Title: _____

COAST COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT

ARTICLE I: PRELIMINARY ISSUES

1. This Architectural Services Agreement (hereinafter referred to as "AGREEMENT") is made and entered into between the COAST COMMUNITY COLLEGE DISTRICT, a public educational agency, (hereinafter referred to as "DISTRICT") and LPA, Inc., a California corporation, (hereinafter referred to as "ARCHITECT"). DISTRICT and ARCHITECT are referred to herein individually as "PARTY" and collectively as the "PARTIES."

2. Through this AGREEMENT, ARCHITECT is to provide architectural services to DISTRICT at DISTRICT'S request. This AGREEMENT sets forth the general terms and conditions of the contractual relationship between the PARTIES. DISTRICT intends to retain the services of ARCHITECT for subsequent projects, with each such project (hereinafter referred to as "PROJECT") to be governed by this AGREEMENT and by an individual Addendum to this AGREEMENT which will identify the PROJECT name, location, scope of work, ARCHITECT'S project number, and basis of compensation.

3. The provisions of this AGREEMENT commence on _____, 20__.

4. This AGREEMENT expires on _____, 20__, but may be renewed upon the mutual written consent of the PARTIES.

ARTICLE II: ARCHITECT'S SERVICES AND RESPONSIBILITIES

5. ARCHITECT'S services shall consist of those services performed by ARCHITECT, ARCHITECT'S employees (consisting, in part, of architects duly licensed pursuant to the California Architects Practice Act, Sections 5500 *et seq.* of the *Business and Professions Code*), and ARCHITECT'S consultants as set forth in this AGREEMENT and in mutually signed Addenda hereto, including, but not limited to:

a. Closing out DISTRICT matters pending with the Division of the State Architect (hereinafter referred to as "DSA").

b. Portable classrooms.

c. Facility master planning and implementation.

d. DISTRICT construction and maintenance projects.

6. ARCHITECT shall:

a. Upon notification by DISTRICT of a PROJECT assignment, meet with DISTRICT and its representatives to prepare a detailed task analysis and work plan for documentation in a computer-generated PROJECT schedule. This task analysis and work plan will identify specific tasks including, but not limited to interviews; data collection;

analysis; report preparation; planning; and architectural programming, concepts and schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities and dates, specific task responsibilities, required completion times necessary for the review and approval by DISTRICT and by regulatory agencies, and additional definition of deliverables.

b. Review the developed work plan with DISTRICT to familiarize it with the proposed tasks and schedule, and to develop necessary modifications.

7. Deadlines and time frames for each PROJECT shall be established by DISTRICT after consultation with ARCHITECT. Meetings involving ARCHITECT shall be scheduled and required by DISTRICT. After deadlines and time frames are established by DISTRICT, they may be changed by mutual consent of DISTRICT and ARCHITECT.

8. ARCHITECT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work on each project. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. Upon request of DISTRICT, ARCHITECT shall submit for DISTRICT'S approval a schedule for the performance of ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for DISTRICT'S review and for approval by regulatory authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by ARCHITECT.

9. ARCHITECT represents that it is an equal opportunity employer and it shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, national origin, gender, sexual preference, age, or disability.

10. For construction projects, the schematic design, design development, construction document services, and construction specifications covered by this AGREEMENT shall be completed and submitted to DSA for review and approval on or before a date to be determined by DISTRICT in writing.

11. ARCHITECT shall assist DISTRICT in obtaining required approvals from local agencies and governmental agencies responsible for electrical, gas, water, sanitary, storm sewer, or telephone, and, if applicable, from the DSA and the California Community Colleges Chancellor's Office (hereinafter referred to as "CCCCO").

12. For any PROJECT requiring it, ARCHITECT, based on available documents from DISTRICT and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for design or documentation required to make points of connection to existing utility services required for the PROJECT. If, in ARCHITECT'S professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, ARCHITECT immediately shall notify DISTRICT in writing.

13. ARCHITECT shall provide a PROJECT description which includes DISTRICT'S needs, program, and the requirements of the PROJECT prior to preparing preliminary designs or plans for the PROJECT.

14. ARCHITECT shall provide a written preliminary evaluation of the PROJECT'S schedule and budget requirements. Such evaluation shall include alternative approaches to completion of the PROJECT, as well as evaluation and application of educational specification requirements under Sections 81003 *et seq.* of the *Education Code* and applicable sections of the *California Code of Regulations*. To the extent applicable, ARCHITECT shall provide planning surveys, site evaluations, and comparative studies of prospective sites, buildings, or locations.

15. ARCHITECT shall attend regular PROJECT coordination meetings between ARCHITECT, its consultants, DISTRICT, and consultants of DISTRICT during PROJECT development.

16. For each PROJECT, ARCHITECT shall participate in a general PROJECT kick-off meeting with appropriate consultants and DISTRICT staff. The purposes of the PROJECT kick-off meeting are:

a. To introduce key team members from DISTRICT and ARCHITECT to each other, defining roles and responsibilities relative to the PROJECT.

b. To identify and review pertinent information and/or documentation from DISTRICT that is necessary for the completion of the PROJECT.

c. To review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the PROJECT.

d. To review and explain the task analysis and PROJECT work plan, and to determine any adjustments or fine-tuning that needs to be made to the work plan.

e. To review documentation of the PROJECT kick-off meeting prepared by DISTRICT and to comment prior to distribution.

17. ARCHITECT shall make revisions in drawings, specifications, the PROJECT Manual, and other documents when such revisions are requested by DISTRICT at any time due to ARCHITECT'S negligence or failure to comply fully with approvals or instructions given by DISTRICT.

18. ARCHITECT, at no additional cost to DISTRICT, shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, and method of bidding or negotiating any contract for construction prior to the commencement of the Construction Document Phase.

19. ARCHITECT shall provide services in coordination with the work of any Construction Manager, inspector, or consultant retained by DISTRICT.

20. The Construction Manager, if any, is authorized to give ARCHITECT work authorizations, and issue written approvals and Notices to Proceed, on behalf of DISTRICT. If any work is done by ARCHITECT without written authorization by the Construction Manager or DISTRICT'S authorized representative, DISTRICT will not be obligated to pay for such work. DISTRICT reserves the right to designate a different Construction Manager at any time.

21. Any task, including, but not limited to, reviews or approvals that DISTRICT may perform pursuant to this AGREEMENT may be performed by the Construction Manager, unless otherwise provided by DISTRICT or by law.

22. ARCHITECT shall provide detailed estimates of PROJECT costs, at no additional cost to DISTRICT, as further described herein.

23. If requested by DISTRICT, ARCHITECT shall assist in providing quantity surveys that provide inventories of material, equipment, or labor in a format that corresponds to the State's funding categories.

24. ARCHITECT shall make recommendations to DISTRICT regarding ownership and operating costs of equipment for the PROJECT.

25. ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage, and as necessary to provide interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to coordinate the placement of furniture and equipment layout. DISTRICT shall procure furnishings and moveable equipment.

26. To the extent that ARCHITECT is not familiar with suppliers, fabricators, or manufacturers specified in the Construction Documents, ARCHITECT shall, in its professional discretion, and at its own expense, visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, and standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

27. ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT'S criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Section 3400 of the *Public Contract Code*.

28. In performing its services for DISTRICT, ARCHITECT routinely shall consider operating and maintenance costs for each PROJECT. ARCHITECT also routinely shall consider potentially available grants and outside funding sources.

29. ARCHITECT shall prepare for and make formal presentations to the Board of Trustees of DISTRICT, and shall attend public hearings and other public meetings, at DISTRICT'S direction. In addition, ARCHITECT, at DISTRICT'S request and without the necessity of a Subpoena, shall attend and assist in legal proceedings that arise from errors or omissions of ARCHITECT.

30. The duties, responsibilities, and limitations of authority of ARCHITECT shall not be restricted, modified, or extended without written agreement between DISTRICT and ARCHITECT.

31. ARCHITECT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

32. **Planning and Schematic Design Phase**

a. At onset of PROJECT, at DISTRICT'S discretion, the PARTIES shall meet to discuss general plans and strategy.

b. ARCHITECT shall review the documents and materials furnished by DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with DISTRICT.

c. ARCHITECT shall prepare and provide, for approval by DISTRICT, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations.

d. ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by DISTRICT. Such schematic design studies shall include the following, as applicable:

- (1) Scaled floor plans showing overall dimensions, identifying the various major areas and equipment and their relationship, and including circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment and operational layout.
- (2) As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
- (3) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- (4) Identify code requirements; include occupancy classification(s) and type of construction.

e. DISTRICT shall present to ARCHITECT a proposed budget for the PROJECT ("BUDGET").

f. If directed by DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by DISTRICT subsequent to the Schematic Design Phase, which is the result of no fault of ARCHITECT and is not the result of the PROJECT exceeding the BUDGET due to the fault of ARCHITECT, will be provided as an additional service in accordance with Article III.

g. ARCHITECT shall review existing conditions or facilities and if observable shall verify drawings of such conditions or facilities. The Architect shall be entitled to rely

upon the accuracy and completeness of services, information, surveys and reports provided or furnished by the District; however, the Architect shall advise the District if it becomes aware of any error or deficiency in said services, information, surveys and reports.

h. ARCHITECT shall perform schematic design services, as set forth in this Section 32, to keep the PROJECT within all BUDGET and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

i. ARCHITECT shall submit to DISTRICT a written estimate of the total construction cost of a PROJECT ("CONSTRUCTION COST"), and shall advise DISTRICT, in writing, of any adjustments to the estimate of CONSTRUCTION COST.

j. Upon DISTRICT'S approval of ARCHITECT'S work in the Planning and Schematic Design Phase, the Construction Design Development Phase shall commence.

33. Construction Design Development Phase (Preliminary Plans)

a. Upon approval by DISTRICT of the services set forth in Section 32, ARCHITECT shall prepare Design Development Documents for approval by DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the design of PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the program requirements; landscapes; architecture; civil, structural, mechanical, and electrical systems; materials; and such other essentials as may be appropriate as determined by ARCHITECT or DISTRICT. Further, and as necessary, develop a grading and drainage plan and site plan from architectural information showing a final development of the site. This drawing also will include a horizontal and vertical control plan and a utility infrastructure plan. The services described herein shall be provided by a professional civil engineer, under Section 6701 of the *Business and Professions Code*, who subcontracts with ARCHITECT.

b. ARCHITECT shall perform Design Development Services to keep the PROJECT within the BUDGET and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

c. Upon DISTRICT'S approval of ARCHITECT'S work in the Construction Design Development Phase, the Construction Document Phase shall commence.

34. Construction Document Phase (Final Plans)

a. ARCHITECT shall prepare, from the Schematic Design documents approved by DISTRICT and any further adjustments authorized by DISTRICT, Construction Documents (in the most current AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of DSA, and CCCCO. The Construction Documents shall show all the work to be done, and the materials, workmanship, finishes, and equipment required for the PROJECT.

b. ARCHITECT shall prepare and file all required documents required and shall obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the DSA, CCCCCO, City or County Design Review, Health Department, Department of Public Works, and any other agency having jurisdiction over the PROJECT. DISTRICT shall pay all fees required by such agencies. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when ARCHITECT advances such fees for DISTRICT. At DISTRICT'S option, it may proceed to allow ARCHITECT to pay governmental fees as a reimbursable expense.

c. ARCHITECT immediately shall notify DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.

d. At any time through the commencement of the Bidding & Award Phase, if the estimated PROJECT Construction Cost exceeds DISTRICT'S BUDGET, ARCHITECT shall make all necessary revisions to ARCHITECT'S drawings, plans, specifications, Project Manual, and other documents, as requested by DISTRICT, at no cost to DISTRICT, to comply with the BUDGET, unless otherwise modified by written authorization of DISTRICT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for DISTRICT'S approval. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by the engineer.

f. Upon DISTRICT'S approval of the Construction Documents, the Bidding & Award Phase shall commence.

35. Bidding & Award Phase

a. ARCHITECT, following DISTRICT'S approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist DISTRICT in obtaining bids and awarding the contract to a General Contractor for the construction of the PROJECT.

b. ARCHITECT shall prepare all necessary bidding information and bidding forms required by DISTRICT and shall assist DISTRICT in preparing the General Contractor's contract and general conditions, including providing plans and specifications. The contract shall include a requirement that the General Contractor provide operation manuals and adequate training for DISTRICT in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by the General Contractor, all of which shall be part of the bid documents prepared by ARCHITECT.

c. ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract with the General Contractor, and supplementary general conditions of the contract, and shall assist DISTRICT'S legal counsel in the drafting of proposal and contract forms. ARCHITECT shall print five sets of documents for

DISTRICT'S use. Any printing of documents in excess of five sets shall be considered a reimbursable expense.

d. ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with a CD-ROM, 600 MB, formatted according to AutoCAD, 2000 or later version. At conclusion of PROJECT, ARCHITECT shall provide to DISTRICT an updated as-built set of reproducible drawings and an updated CD-ROM. In the event of any modification of ARCHITECT'S drawings, specifications, or other documents by any person, firm, or legal entity, the names and seals of ARCHITECT and ARCHITECT'S consultants, if any, shall be removed from ARCHITECT'S drawings, specifications, and other documents, and, if ARCHITECT suffers damages that are caused by DISTRICT'S negligence, DISTRICT agrees to indemnify, defend, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse, or modification of ARCHITECT'S drawings, specifications, or other documents.

e. If the lowest responsible bid exceeds the BUDGET for the PROJECT by more than 10%, ARCHITECT, in consultation with and at the direction of DISTRICT, shall provide documentation of such modifications in ARCHITECT'S drawings, plans, specifications, Project Manual, and other documents, or the Construction Documents, as necessary to bring the cost of the PROJECT within DISTRICT'S BUDGET. ARCHITECT shall provide to DISTRICT the changes required to bid documents to prepare them for rebidding at no additional cost to DISTRICT, including printing costs.

f. After DISTRICT selects a General Contractor, the Construction Phase shall commence.

36. Construction Phase

a. The Construction Phase will commence with the award of the Construction Contract to the General Contractor and shall terminate with the completion of all PROJECT closeout requirements.

b. ARCHITECT shall reproduce five sets of contract documents and all progress prints for the DISTRICT'S and consultants' use at ARCHITECT'S expense. Other sets, as requested by DISTRICT, are to be provided as reimbursable expenses.

c. ARCHITECT shall work with a PROJECT Inspector-of-Record retained by DISTRICT, as required by law.

d. ARCHITECT shall advise the General Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines which shall be forwarded to DISTRICT upon completion of the PROJECT. Any handling by

ARCHITECT of documents prepared by the General Contractor or others shall not relieve the General Contractor or others of their responsibilities for the accuracy or completeness of the information provided, nor shall such necessarily be construed as an assumption by ARCHITECT of any responsibilities of the General Contractor or others.

e. ARCHITECT will endeavor to secure compliance by the General Contractor with the contract requirements, but does not guarantee the performance of the General Contractor's contract.

f. ARCHITECT shall provide general administration of the Construction Documents, including but not limited to, periodic visits at the site as DISTRICT and ARCHITECT deem necessary to render architectural observation which is distinguished from the inspections by the PROJECT Inspector-of-Record.

g. ARCHITECT shall make regular reports, as requested by DISTRICT and as is required by governing agencies, and shall keep DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT approval; maintain construction accounts; prepare change orders for written approval by DISTRICT; examine General Contractor's applications for payment and issue certificates for payment in amounts approved by ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT'S review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to DISTRICT written guarantees, instruction books, diagrams, and charts required by the General Contractor, and issue ARCHITECT'S Certificate of Completion and final certificate for payment.

h. ARCHITECT, as part of its basic services, shall advise DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee or warranty period of the PROJECT.

i. ARCHITECT shall be the interpreter of the requirements of the Construction Documents and shall advise DISTRICT as to the performance by the General Contractor thereunder.

j. ARCHITECT shall make recommendations to DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. ARCHITECT'S recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

k. ARCHITECT shall advise DISTRICT to reject work which does not conform to the Construction Documents. ARCHITECT shall promptly inform DISTRICT, whenever, in ARCHITECT'S opinion, it may be necessary, to stop the work to avoid the improper performance of this AGREEMENT. ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

l. ARCHITECT shall not issue orders to the General Contractor that might commit DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of DISTRICT.

m. ARCHITECT shall be DISTRICT'S representative during construction and shall advise and consult regularly with DISTRICT. ARCHITECT shall have authority to act on behalf of DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing by the PARTIES.

n. ARCHITECT shall, at no additional cost to DISTRICT, provide services made necessary by defect or deficiencies in the work of the General Contractor which through a reasonable standard of care should have been discovered by ARCHITECT and promptly reported to DISTRICT and General Contractor but which ARCHITECT failed to do.

o. ARCHITECT shall review and certify the amounts due to the General Contractor. ARCHITECT'S certification for payment shall constitute a representation to DISTRICT, based on ARCHITECT'S observations and inspections at the site that the work has progressed to the level certified, that the quality of the work is in accordance with DISTRICT'S requirements and the Construction Documents, and that the General Contractor is entitled to payment in the amount certified.

p. ARCHITECT shall review and approve, and take other appropriate action, upon General Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. ARCHITECT'S actions shall not delay the work, but should allow for sufficient time, in ARCHITECT'S professional judgment, to permit adequate review. Notwithstanding the above, ARCHITECT shall inform DISTRICT and General Contractor in writing in the event that ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the General Contractor's performance on the PROJECT. ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, as these are the responsibility of the General Contractor, except that ARCHITECT will be responsible for its own negligence, recklessness, and willful misconduct in connection with its preparation of the plans, specifications, and drawings. ARCHITECT shall not be required to review partial submissions or those for which submissions or related items have not been received. However, ARCHITECT shall provide written notice to DISTRICT to General Contractor of any non-compliance by the General Contractor.

q. ARCHITECT shall prepare change orders with supporting documentation and data for DISTRICT'S review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. ARCHITECT shall evaluate and make written recommendations regarding the General Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT'S expense, prepare a set of reproducible record drawings, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the General Contractor to ARCHITECT.

r. ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to DISTRICT for DISTRICT'S review all written warranties, including equipment warranties, and related documents required by the Construction Documents, and issue a final certificate for payment upon General Contractor's compliance with all of the requirements of the Construction Documents.

s. ARCHITECT shall provide detailed written evaluations to DISTRICT of the General Contractor's completed work and its conformance with the Construction Documents when requested in writing by DISTRICT.

t. ARCHITECT shall provide services in connection with evaluating timely requests for substitutions proposed by the General Contractor and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom.

u. ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments and DSA, in a timely manner and ensure proper PROJECT close-out.

v. ARCHITECT shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes, or other matters at issue between DISTRICT and the General Contractor relating to the execution or progress of the work as provided in the General Contractor's contract. Any claim involving more than 20 hours of ARCHITECT'S services where such claim does not arise out of ARCHITECT'S errors or omissions shall be considered an additional service. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by ARCHITECT.

w. If requested by DISTRICT, ARCHITECT shall prepare a most current AutoCAD version file of all as-built conditions at no additional cost to DISTRICT.

x. Prior to start of construction, the following two documents are required:

(1) Contract Information Form DSA-102.

(2) Project Inspector Qualification Record form DSA5 should be submitted ten days prior to the time of starting construction.

y. ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting, balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

z. Upon DISTRICT'S approval of the construction, the PROJECT Close-Out Phase shall commence.

37. PROJECT Close-Out Phase

a. ARCHITECT shall assure delivery of the following documents described below to the Division of the State Architect for review prior to issuance of a "Certificate of Completion."

b. During the period the PROJECT is under construction, the following documents are required:

- (1) Copies of the Inspector-of-Record's semi-monthly reports.
- (2) Copies of the laboratory reports on all tests or laboratory inspections on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

- (1) Copy of the Notice of Completion to be recorded by DISTRICT.
- (2) Final Verified Report form DSA- 6A/E certifying all work is 100% complete from ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report form DSA-6 certifying all work is 100% complete from the General Contractor, Inspector-of-Record, and any special inspectors.
- (4) Verified reports of testing and inspections as specified on the approved drawings and specifications, *i.e.*, Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature page of all Change Orders as approved by DSA.
- (9) Verification by the Inspector-of-Record that all items noted on any "Field Trip Notes" has been corrected.

ARTICLE III: ADDITIONAL ARCHITECT'S SERVICES

38. ARCHITECT shall notify DISTRICT promptly in writing of the need for additional services required due to circumstances beyond ARCHITECT'S control. ARCHITECT shall obtain

written authorization from DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing in advance by DISTRICT. Such services shall include:

- a. Making material revisions in drawings, specifications, or other documents when such revisions are requested in writing and required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents, or any material revisions inconsistent with any approvals or instructions previously given by DISTRICT not otherwise authorized by this AGREEMENT.
- b. Preparing drawings, specifications, other documentation, and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of ARCHITECT which are not the result of the negligence, errors, or omissions on the part of ARCHITECT.
- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the General Contractor, which does not arise from negligence, errors, or omissions of ARCHITECT.
- e. The employing of consultants that are not part of the ARCHITECT'S basic services.
- f. Preparing special delineations, models, and renderings, unless such delineations, models, or renderings are used by ARCHITECT for internal purposes or for study.
- g. If DISTRICT requests that the PROJECT be let on a segregated basis after the completion of Design Development, where segregation does not arise from ARCHITECT exceeding the BUDGET, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and written DISTRICT approval.
- h. Providing contract administration services after the General Contractor's contract has been terminated, or contract duration has been exceeded, through no fault of ARCHITECT. ARCHITECT'S compensation is expressly conditioned on the lack of fault of ARCHITECT.
- i. Preparing measured as-built drawings and measured site utilities as-built drawings.
- j. Providing low voltage services, including coordination and development of low voltage systems infrastructure to support the renovation of the facility including telephone systems, administrative data, wireless applications, CCTV (surveillance and security systems) MATV/CATV systems, key/access systems, and audiovisual systems.
- k. Providing audiovisual consulting services including development,

coordination, and specification of integrated audiovisual systems to support instruction consistent with DISTRICT standards, materials and systems.

- l. Providing other special studies requested in writing by DISTRICT.
- m. Providing services required for or in connection with the selection, procurement or installation of movable furniture, furnishings, and related equipment.
- n. Providing services for planning tenant improvements or rental spaces when not included in original design of the PROJECT.
- o. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

39. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT representatives to provide additional representation at the site. The PROJECT representative(s) shall be selected, employed, and directed by ARCHITECT, and ARCHITECT shall be compensated therefore as agreed by DISTRICT and ARCHITECT. Such PROJECT Representative(s) shall assist ARCHITECT in guarding DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of ARCHITECT as described elsewhere in this AGREEMENT. Compensation for such services shall be negotiated and subject to DISTRICT approval.

40. Neither DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to DISTRICT in accordance with applicable law for all damages to DISTRICT caused by ARCHITECT'S negligent or willful failure to perform any of the services furnished under this AGREEMENT pursuant to the appropriate standard of care.

ARTICLE IV: DISTRICT'S RESPONSIBILITIES

41. DISTRICT shall provide to ARCHITECT information regarding requirements for the PROJECT, including information regarding DISTRICT'S objectives, schedule, constraints, and criteria.

42. ARCHITECT shall prepare a current overall budget for the PROJECT, including the CONSTRUCTION COST for the PROJECT and this proposed budget must then be submitted for approval by DISTRICT. The DISTRICT may in its sole discretion update this budget.

43. DISTRICT shall notify ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf for the PROJECT. DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. DISTRICT shall observe the procedure of issuing any orders to General Contractor only through ARCHITECT.

44. DISTRICT shall give prompt written notice to ARCHITECT if DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction

Documents. However, DISTRICT'S failure or omission to do so shall not relieve ARCHITECT of ARCHITECT'S responsibilities under Titles 21 and 24 of the *California Code of Regulations*, and the Field Act. DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

45. The proposed language of certifications requested of ARCHITECT or ARCHITECT'S consultants shall be submitted to ARCHITECT for review and approval at least fourteen days prior to execution.

46. At ARCHITECT'S request, DISTRICT shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the PROJECT, and a written legal description of the site. The surveys and legal information includes grades and lines of the streets, alleys, adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines. If available, DISTRICT also shall provide to ARCHITECT any sub-surface soils investigations and topographic and boundary surveys, including easements and information regarding the location of existing surface improvements affecting the PROJECT site and existing topographic plan of the proposed PROJECT area based on aerial photography.

47. At ARCHITECT'S request, DISTRICT shall provide ARCHITECT with the necessary documents regarding existing conditions and/or facilities.

48. At ARCHITECT'S request, DISTRICT shall furnish the services of geotechnical engineers as required by authorities having jurisdiction over the PROJECT.

49. At ARCHITECT'S request, DISTRICT shall furnish the services of consultants when required by law. DISTRICT may provide the services of other consultants upon request of ARCHITECT.

50. At ARCHITECT'S request, DISTRICT shall furnish the necessary tests, such as structural, mechanical, chemical, air and water pollution, and hazardous material, when required by law or authorities having jurisdiction over the PROJECT.

51. DISTRICT shall provide all necessary testing and removal services for hazardous materials (including, but not limited to, asbestos and lead) in locations where the work of this AGREEMENT is to be conducted prior to the commencement of any construction activities in those locations. In the event that DISTRICT determines that hazardous materials may remain in place with satisfactory encapsulation, or must be removed by the Contractor, DISTRICT shall provide ARCHITECT with written instructions on how encapsulation shall be accomplished or how demolition plans shall be prepared, and ARCHITECT shall include those instructions or plans in the Construction Documents. Except where claims are the result of ARCHITECT'S negligence, recklessness, or willful misconduct, DISTRICT shall hold harmless, indemnify, and defend ARCHITECT for any such claims arising as a result of ARCHITECT addressing hazardous materials on the PROJECT sites as identified by DISTRICT.

52. DISTRICT is responsible for compliance with the California Environmental Quality Act ("CEQA"), except that ARCHITECT agrees to coordinate its work with that of any CEQA consultants retained by DISTRICT in order to provide current elevations and schematic drawings

for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by DISTRICT into the project design.

53. DISTRICT shall provide all required geotechnical hazard reports.

54. DISTRICT will make reasonable efforts to see that understandings between DISTRICT and Construction Manager are consistent with this AGREEMENT. DISTRICT will provide a copy of this AGREEMENT to Construction Manager.

ARTICLE V: COST OF CONSTRUCTION

55. The phrase "CONSTRUCTION COST," as used in this AGREEMENT, means the total cost to DISTRICT of all work designed or specified by ARCHITECT on a PROJECT, including work covered by approved change orders and/or alternates approved by DISTRICT, but excluding payments to ARCHITECT or its consultants, and costs of ARCHITECT'S inspections, surveys, and tests.

56. When labor or material is furnished by DISTRICT below market cost, the CONSTRUCTION COST shall be based upon current market cost of labor and new material.

57. The CONSTRUCTION COST shall be the acceptable estimate of construction costs to DISTRICT as submitted by ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible bidder.

58. The BUDGET may be adjusted by DISTRICT if the bidding has not commenced within ninety days after ARCHITECT submits the Construction Documents to DISTRICT, due to changes in prices in the construction industry between the date of submission of the Construction Documents to DISTRICT and the date on which bids are sought for the PROJECT.

59. If the lowest responsible bid received exceeds the BUDGET by the lesser of five percent or \$200,000:

- a. DISTRICT may give written approval of an increase of such fixed limit;
- b. DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, DISTRICT may terminate this AGREEMENT in accordance with Article VIII;
- d. DISTRICT may request that ARCHITECT prepare, at no additional cost to DISTRICT, deductive change packages to bring the PROJECT within the BUDGET;
- e. DISTRICT may request that ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the CONSTRUCTION COST.

60. If DISTRICT chooses to proceed under Article V, Section 60, ARCHITECT, without additional charge to DISTRICT, agrees to redesign until the PROJECT is brought within

the BUDGET. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by DISTRICT. "Redesign" means redesign of the PROJECT, along with all of its component parts, to meet the BUDGET.

ARTICLE VI: ESTIMATE OF PROJECT CONSTRUCTION COST

61. Estimates referred to herein shall be prepared by ARCHITECT on a square foot/unit costs basis, or more detailed computation if deemed necessary by DISTRICT, considering prevailing CONSTRUCTION COST and including all work for which bids will be received. It is understood that the PROJECT CONSTRUCTION COST are affected by the labor and/or material market as well as other conditions beyond the control of ARCHITECT or DISTRICT.

62. Evaluations of the BUDGET represent ARCHITECT'S best judgment as a design professional familiar with the construction industry. It is recognized that neither ARCHITECT nor DISTRICT has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

63. Notwithstanding the foregoing paragraph, ARCHITECT shall review the estimate at each phase of its services. If such estimates are in excess of the BUDGET, ARCHITECT shall revise the type or quality of construction to come within the BUDGET at no additional cost to DISTRICT. ARCHITECT'S initial budget and scope estimates shall be realistic and shall be reviewed with DISTRICT prior to formalization.

64. If DISTRICT reasonably believes that the CONSTRUCTION COST is exceeding the BUDGET, then DISTRICT may require ARCHITECT to perform a detailed CONSTRUCTION COST estimate. ARCHITECT, upon request of DISTRICT, shall prepare a detailed estimate of CONSTRUCTION COST at no additional cost to DISTRICT.

ARTICLE VII: ARCHITECT'S DRAWINGS AND SPECIFICATIONS

65. Although the official copyright in all Project Documents shall remain with ARCHITECT or other applicable consultants, the drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by ARCHITECT or ARCHITECT'S consultants shall be and remain the property of DISTRICT, for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. DISTRICT, however, shall not be precluded from using ARCHITECT'S or ARCHITECT'S consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

66. Except as provided in Section 65 of this Article VII, if DISTRICT intends to reuse ARCHITECT'S plans, specifications, or other documents for a project or projects other than that which are the subject of this AGREEMENT and for which ARCHITECT is not the architect-of-record, a fee of three percent of the CONSTRUCTION COST of such other PROJECTS shall be paid to ARCHITECT for such reuse. In the event of any reuse or modification of ARCHITECT'S drawings, specification, or other documents by any person, firm, or legal entity, the names and seals of ARCHITECT and of ARCHITECT'S consultants, if any, shall be removed from ARCHITECT'S drawings, specifications, or other documents, and, if ARCHITECT'S damages are

due to DISTRICT'S negligence, recklessness, or willful misconduct, DISTRICT agrees to indemnify, defend, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse, or modification of ARCHITECT'S drawing, specifications, or other documents. DISTRICT further agrees to remove the names and seals of ARCHITECT and ARCHITECT'S consultants from the title block and signature pages. DISTRICT, however, may use ARCHITECT'S plans and documents as enumerated herein for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of ARCHITECT'S documents, DISTRICT agrees to notify ARCHITECT in writing of such reuse.

ARTICLE VIII: TERMINATION

67. This AGREEMENT or any Addendum hereto, may be terminated by either PARTY upon seven days written notice to the other PARTY, in the event of a substantial failure of performance by such other PARTY, including insolvency of ARCHITECT.

68. In the event of a termination of an Addendum based upon abandonment or postponement of a PROJECT by DISTRICT, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due ARCHITECT for DISTRICT'S Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of an Addendum, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

69. This AGREEMENT, or any Addendum, may be terminated without cause by DISTRICT upon seven days written notice to ARCHITECT. In the event of a termination without cause, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports up until the date of notice of termination plus any sums due ARCHITECT for DISTRICT'S Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion, and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

ARTICLE IX: ALTERNATIVE DISPUTE RESOLUTION

70. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute in good faith and recognize their mutual interests in attempting to reach a just and equitable solution satisfactory to both PARTIES. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, DISTRICT agrees to return the invoices with a clear description of the dispute within ten working days from the date when the invoice is due. Disputes or questions regarding an invoice or a portion

of an invoice shall not be cause for withholding payment for the undisputed remaining portions due. If ARCHITECT has objections to DISTRICT'S description of the dispute, ARCHITECT shall prepare a written response within ten working days detailing its objections and what ARCHITECT believes to be the proper amount to be withheld. If within sixty days following receipt of ARCHITECT'S objections DISTRICT has not released additional amounts or has not changed its position on the proper amount to withhold, ARCHITECT may request a meeting with DISTRICT. During the meeting, both DISTRICT and ARCHITECT agree to attempt to resolve the dispute in good faith. DISTRICT and ARCHITECT agree to submit such disputes to mediation within sixty days. The PARTIES shall share the mediator's fee and any filing fees equally.

71. If DISTRICT and ARCHITECT are unable to resolve the dispute through mediation, then if agreed to by both PARTIES, the PARTIES shall submit the dispute to arbitration in the County of Orange, State of California before a retired California Superior Court Judge or a retired California Appellate or Supreme Court Justice or before a retired federal court judge or justice. If the PARTIES are unable to agree as to an arbitrator, the arbitration shall be submitted before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West or the American Arbitration Association ("AAA"). The PARTIES may agree on an arbitrator from the selected entity's panel. If they are unable to agree, the selected entity will provide a list of three available arbitrators and each PARTY may strike one. The arbitration tribunal shall select the arbitrator from the remaining names. The arbitration shall be held in accordance with the rules of the selected entity and California substantive law shall apply. The arbitrator shall award costs and attorneys' fees to the prevailing PARTY. The PARTIES shall be entitled to only the following limited discovery:

- a. Each PARTY shall exchange all documents relevant to the subject matter of the dispute.
- b. Each PARTY shall be entitled to one deposition limited to four hours.
- c. Each PARTY may serve one set of interrogatories limited to 25 interrogatories, including subparts.
- d. Each PARTY may make application to the arbitrator to order the deposition of a witness to be taken for use as evidence and not for discovery if the witness cannot be compelled to attend the hearing or as such exceptional circumstances exist as to make it desirable in the interest of justice and with due regard to the importance of presenting the testimony of witnesses at the hearing to allow the deposition to be taken.
- e. Each PARTY shall advance one-half of the cost of the arbitration proceedings, including any administrative costs and arbitrator expenses subject to being reimbursed by an award of the arbitrator of costs.

72. If any claim arises under the construction contract documents for the PROJECT which is submitted to arbitration, and either the Contractor or DISTRICT claims that the acts or omissions of ARCHITECT are involved in whole or part in any claim by or against DISTRICT, such may be asserted at the option of DISTRICT against ARCHITECT in the same arbitration

proceeding involving DISTRICT and Contractor which shall be conducted under the procedure specified in the General Conditions of the construction contract.

73. Concurrent disputes under this AGREEMENT shall be consolidated into a single arbitration unless the parties otherwise agree in writing and no hearing shall be held prior to final completion of the PROJECT unless DISTRICT and ARCHITECT otherwise agree in writing.

74. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure, including, without limitation, Section 1296.

75. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion and DISTRICT agrees to make progress payments in accordance with this AGREEMENT, except that DISTRICT may withhold only those funds that are in dispute pursuant to Civil Code Section 3320. In no event shall the total amount withheld exceed ten percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST of \$10,000,000.00 or more. In no event shall the total amount withheld exceed twenty percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST greater than \$1,000,000.00, but less than \$10,000,000.00. In no event shall the total amount withheld exceed thirty percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST of less than \$1,000,000.00. DISTRICT and ARCHITECT agree that any withholding by DISTRICT in excess of the above-described amounts shall be considered material for the purposes of providing professional architectural services and continuing work on the PROJECT. If the withholding by DISTRICT is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution. If the dispute involving a material withholding is not resolved within fifteen days after the completion of mediation, ARCHITECT may discontinue work on the PROJECT. If any other dispute not involving a material withholding is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work on a PROJECT, but ARCHITECT'S sole remedy shall be to submit such controversy to determination by a court on a PROJECT, having competent jurisdiction of the dispute, after the PROJECT has been completed and not before. If DISTRICT withholds undisputed amounts in excess of forty-five days from the receipt of a written demand for payment from ARCHITECT, then ARCHITECT shall be entitled to interest, not to exceed one percent, on such outstanding balances. Nothing herein shall nullify the Architect's right to penalties as set out in Civil Code Section 3320.

ARTICLE X: ACCOUNTING RECORDS OF THE ARCHITECT

76. Records of ARCHITECT'S direct personnel and reimbursable expense pertaining to the extra services of a PROJECT, and records of accounts between DISTRICT and the General Contractor, shall be kept on a generally recognized accounting basis and shall be available to DISTRICT at mutually convenient times.

ARTICLE XI: COMPENSATION TO ARCHITECT

77. ARCHITECT change orders fees will be paid as approved by DISTRICT'S Board of Trustees. No change order fee will be paid to ARCHITECT unless negotiated prior to commencing change order work.

78. Payment to ARCHITECT will be as provided in signed, written Addenda to this AGREEMENT.

79. When ARCHITECT'S fee is based on a percentage of CONSTRUCTION COST and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth herein, based on the accepted bid price plus any additive change orders which are not due to ARCHITECT'S errors or omissions.

80. To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and approved by DISTRICT.

81. Expenses incurred by ARCHITECT shall have prior DISTRICT written approval before they are incurred, and records of such expenses shall be provided to DISTRICT for DISTRICT'S review.

ARTICLE XII: REIMBURSABLE EXPENSES

82. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid by DISTRICT to ARCHITECT at one and one-tenth times the expenses incurred by ARCHITECT for approved reproduction (inclusive of printing and/or plotting) of drawings and specifications in excess of the copies provided for by this AGREEMENT which includes sets of construction documents and all progress prints.

83. Estimates for all reimbursable expenses for each PROJECT shall be set forth in each Addendum to this AGREEMENT, and this amount shall not be exceeded without the prior written approval of DISTRICT.

84. Reimbursement for expenses, except for construction administration services associated with delay caused solely by the General Contractor, shall be paid to ARCHITECT as incurred and as approved by DISTRICT. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints or internal prints or plots;
- c. Prints or plans or specifications made for ARCHITECT'S consultants and all progress prints;
- d. Preliminary plans and specifications;

- e. ARCHITECT'S consultants' reimbursables;
- f. Study models or mock-ups, not requested by DISTRICT;
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board, or other public agencies.

ARTICLE XIII: EMPLOYEES AND CONSULTANTS

85. ARCHITECT, as part of its basic professional services, shall furnish at its own expense the services of landscape architects, structural, mechanical, and electrical, traffic, and civil engineers.

86. ARCHITECT shall submit, for written approval by DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between DISTRICT and any consultants employed by ARCHITECT under terms this AGREEMENT.

87. ARCHITECT'S consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of ARCHITECT is not acceptable to DISTRICT, whose approval shall not be unreasonably withheld, then that individual shall be replaced with an acceptable competent person at DISTRICT'S request.

88. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and correspondence, design direction and decisions when necessary.

ARTICLE XIV: MISCELLANEOUS

89. ARCHITECT shall review, pursuant to the applicable standard of care, all information provided to it pursuant to this AGREEMENT to the extent it relates to ARCHITECT'S work; however, ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof to the extent consistent with a reasonable standard of care for architects.

90. ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among DISTRICT, ARCHITECT, and General Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance, or sequence of the work. ARCHITECT shall provide a copy of such record to DISTRICT.

91. Except as otherwise provided for in this AGREEMENT, in the event that ARCHITECT is required by DISTRICT, because of a reduction in DISTRICT'S project scope or BUDGET, to make material revisions in the drawings, specifications, or other documents not arising from ARCHITECT'S errors or omissions, ARCHITECT'S compensation for any phase or phases complete prior to DISTRICT'S requested changes shall be based on the estimated CONSTRUCTION COST of the original scope of work for the completed phases. All work for

subsequent phases shall be based on the estimated CONSTRUCTION COST or actual CONSTRUCTION COST of the reduced scope or BUDGET.

92. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, and hold DISTRICT, its employees, and agents, entirely harmless from all liability arising out of:

a. Claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or ARCHITECT'S consultant's employees arising out of ARCHITECT'S work under this AGREEMENT; and

b. As to the acts, errors, or omissions of ARCHITECT in the performance of professional services, ARCHITECT agrees to indemnify DISTRICT, its agents, and employees, from and against any and all claims, losses, and damages, including attorney's fees, caused by ARCHITECT'S and/or its consultants' negligence, recklessness, or willful misconduct, in the performance of such professional services; and

c. As to all acts, errors, or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ARCHITECT agrees to indemnify and hold harmless DISTRICT, its agents, and employees, from and against any claims, losses, damages, including reasonable attorneys' fees and defense costs, to the extent caused by ARCHITECT'S negligent performance of professional services under this AGREEMENT or acts in connection with the PROJECT, or any actions of ARCHITECT'S consultants or anyone for whom the ARCHITECT is legally liable, except for liability resulting from the negligence, recklessness, or willful misconduct of DISTRICT, its agents, employees, or independent architects who are directly employed by DISTRICT.

93. ARCHITECT shall indemnify and hold harmless DISTRICT, its agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the PROJECT by DISTRICT of the design or Construction Documents (including any method, process, product, concept specified, or depicted) supplied by ARCHITECT in the performance of this AGREEMENT.

94. ARCHITECT shall indemnify and reimburse District for any and all expenses, fees, damages, liabilities, or costs that DISTRICT may incur or suffer in defending against any and all claims, actions, suits, or other proceedings arising under Section 92 above to the extent caused by the ARCHITECT or its consultants, that may be brought or instituted against DISTRICT, its agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its agents, or employees in any action, suit, or other proceedings as a result thereof.

95. The coverage of such indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT'S performance and

shall survive the expiration or termination of this AGREEMENT until such time as any action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

96. The obligation to indemnify and reimburse DISTRICT for costs of defense shall arise regardless of any claim or assertion that DISTRICT caused or contributed to the losses. ARCHITECT'S reasonable defense costs (including attorney and expert fees) incurred in providing a defense for DISTRICT shall be borne by DISTRICT except to the extent such defense costs arise, under principles of comparative fault, from ARCHITECT'S negligent acts or omissions, breach of any of the provisions of this AGREEMENT, or willful misconduct.

97. Review, approval, or acceptance of ARCHITECT'S work, whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.

98. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights which DISTRICT may have under applicable law, including without limitation, the right to implied indemnity.

99. ARCHITECT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified PARTIES. DISTRICT shall have the reasonable right to accept or reject legal representation that ARCHITECT may propose for defending the indemnified PARTIES.

100. ARCHITECT shall at its sole cost and expense, purchase and maintain during the term of this AGREEMENT, policies of insurance with an insurer or insurers, duly licensed and qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them maybe liable. The aforementioned insurance shall include coverage as follows:

a. Comprehensive Commercial General Liability Insurance (Occurrence Form) with limits of not less than \$1,000,000.00 for each occurrence; \$2,000,000.00 aggregate and \$2,000,000.00 products/completed operations aggregate; and \$250,000.00 as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of ARCHITECT under this AGREEMENT. This policy shall be endorsed to name DISTRICT and DISTRICT'S Board of Trustees, agents, and employees as additional insureds. Such endorsement shall be made on ISO Endorsement CG20 10 11 85 "Additional Insured – Owner, Lessees or Contractors" or its equivalent.

b. Workers' Compensation insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed or contracted by ARCHITECT. Employers Liability with a

minimum limit of \$2,000,000.00 per accident covering all personnel employed on the premises during the term of this AGREEMENT with a minimum combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

c. Business Auto Liability Insurance covering the ownership, maintenance or use of all owned, non-owned, and hired vehicles used in connection with the performance of this AGREEMENT with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than \$1,000,000.00 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

d. Professional liability insurance, including contractual liability, with limits of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five years thereafter at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of ARCHITECT'S duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

e. ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with DISTRICT a certificate of that insurance.

f. Each policy of insurance required in this AGREEMENT shall be placed with insurers admitted in California with a current A. M. Best rating of no less than A:VII, and shall name DISTRICT and its trustees, agents, and employees as additional named insureds, and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation against DISTRICT and its trustees, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interests' clause. ARCHITECT promptly shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work on any PROJECT, ARCHITECT shall deliver to DISTRICT signed certificates of insurance as evidence of compliance with the requirements herein together with original endorsements affecting general liability and automobile liability coverage. Not less than five days prior to the expiration date of each insurance policy, ARCHITECT shall deliver to DISTRICT a new certificate and endorsement. In the event that ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

g. ARCHITECT is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

h. In the event that ARCHITECT subcontracts any portion of ARCHITECT'S duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this AGREEMENT in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

i. ARCHITECT'S failure to maintain insurance pursuant to this AGREEMENT is a material breach of this AGREEMENT and grounds for immediate termination by DISTRICT.

j. DISTRICT'S exercise of any of its rights or remedies prescribed in this AGREEMENT shall not relieve ARCHITECT from responsibility for damages or other losses incurred or to be incurred by DISTRICT as a result of ARCHITECT'S breach of its obligations under this AGREEMENT.

101. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT, and all of ARCHITECT'S employees and consultants, shall not be considered officers, employees, or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of DISTRICT or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and omissions of ARCHITECT'S employees and consultants as they relate to the services provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the ARCHITECT'S employees and consultants.

102. Inasmuch as this Agreement is intended to secure the specialized services of ARCHITECT, ARCHITECT may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of DISTRICT, and any such assignment, transfer, delegation, or sublease without DISTRICT'S prior written consent shall be considered null and void. Likewise, DISTRICT may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of ARCHITECT, and any such assignment, transfer, delegation, or sublease without ARCHITECT'S prior written consent shall be considered null and void.

103. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either DISTRICT or ARCHITECT.

104. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California.

105. The County in which DISTRICT is located shall be the venue for any legal action or proceeding that may be brought, arise out of, in connection with, or by reason of, this AGREEMENT.

106. DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT.

107. Time is of the essence for this AGREEMENT. ARCHITECT acknowledges that all time limits stated in this AGREEMENT and in the PROJECT schedule are of the utmost importance to DISTRICT. ARCHITECT shall comply with the PROJECT schedule, which may be revised from time to time by mutual agreement, for completion of ARCHITECT'S services. The total time schedule for full completion of ARCHITECT'S services for each phase of the project shall not exceed the durations listed, unless mutually agreed upon in writing by ARCHITECT and DISTRICT. The durations for DISTRICT review period listed in the PROJECT schedule shall be computed from the date on which a clear, complete submittal is received by DISTRICT. DISTRICT'S failure to meet its commitment to provide written requested information or to review within the stipulated time frames shall be cause for an adjustment in the PROJECT schedule. However, submittals received for review which are rejected, in writing, as not meeting the deliverables required by submittal requirements of this agreement and the attachments thereto, shall not be cause for adjustment of the PROJECT schedule, and any such delay caused by such rejected submittal shall be the sole responsibility of the ARCHITECT.

108. Notwithstanding anything to the contrary, to the extent allowed by law, DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential or incidental damages, including, without limitation, lost revenues, anticipated revenues or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort (including, without limitation, negligence or strict liability) even if the PARTIES are advised of the likelihood or possibility of the same.

109. ARCHITECT'S sole and exclusive remedy in the event ARCHITECT makes any claim for breach of this AGREEMENT or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against DISTRICT and not its trustees, agents, or employees. No trustee, agent, or employee shall be sued or named as a party in any suit or action and no judgment shall be taken against any trustee, officer or employee. No writ of execution will be levied against the assets of any trustee, officer or employee of DISTRICT pursuant to the terms of this AGREEMENT. This covenant and agreement contained in this section are enforceable by DISTRICT'S trustees, agents, and employees.

110. The PARTIES to the AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the DISTRICT or Contractor to establish that the non-performance is not due to the fault or neglect of the PARTY not performing.

111. This AGREEMENT represents the entire AGREEMENT between DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, and agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both DISTRICT and ARCHITECT.

All notices to be provided to either PARTY pursuant to this AGREEMENT shall be by personal delivery, certified mail with return receipt, or facsimile, addressed as follows:

FOR DISTRICT:

Coast Community College District
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Jack P. Lipton, Ph.D., Esq.
General Counsel
Coast Community College District
2875 Michelle Drive, Suite 350
Irvine, CA 92606

FOR ARCHITECT:

Attn: _____
[ADDRESS] _____

112. In the event of litigation arising from this AGREEMENT, the prevailing PARTY shall be entitled to reimbursement of legal fees and costs, including attorneys' fees, from the other PARTY.

The PARTIES, through their authorized representatives, have executed this AGREEMENT on the dates indicated below.

DISTRICT

ARCHITECT

President, Board of Trustees

[Name] _____
[Title] _____

Dated: _____,

Dated: _____,

TRAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Constitutional corporation, on behalf of its University of California Davis Health System, Department of Human Resources ("UCDHS"), and Coast Community College District, (Orange Coast College – hereinafter "AFFILIATE"), a public educational entity, located at 1370 Adams Avenue, Costa Mesa, California.

RECITALS

WHEREAS, AFFILIATE operates Clinical Education Program(s) ("Program") to train students pursuing an Associate in Science Degree in Neurodiagnostic Technology ("Trainees"), and such programs require practical experience in work place environments; and

WHEREAS, UCDHS is able and willing to furnish such practical experience to AFFILIATE'S Trainees; and

WHEREAS, UCDHS has determined that provision of such experience to AFFILIATE'S Trainees furthers its mission of teaching, research, public service and patient care,

NOW, THEREFORE, the parties agree as follows:

1. UCDHS PERFORMANCE

UCDHS will:

- A. Designate a staff member to coordinate Trainees' schedules and activities at UCDHS, and to act as liaison with AFFILIATE.
- B. Provide practical experience and observational opportunities at UCDHS to Trainees. The selection of activities for Trainee experience and/or observation will be made only by UCDHS. UCDHS shall provide appropriate personnel to supervise Trainees while they are at UCDHS.
- C. Provide classroom, conference space, and lockers at UCDHS to the extent such space is available and necessary to achieve adequate training of Trainees, and permit Trainees to use the library and cafeteria facilities at their own expense. Trainees shall provide their own transportation.
- D. Not decrease the normal complement of its staff as a result of the assignment of Trainees.
- E. Limit the number of Trainees, have final selection rights, and provide periodic evaluations and progress reports on each Trainee to AFFILIATE.
- F. Permit, upon reasonable notice, its clinical facilities to be inspected by agents charged with the responsibility for accreditation of AFFILIATE, such inspection being limited to the scope necessary for accreditation of AFFILIATE'S Program.
- G. Provide identification badges to Trainees. Trainees must pay for lost badges.
- H. Provide orientation seminar to each Trainee, including Health Insurance Portability and Accountability Act ("HIPAA") training.
- I. Provide a criminal background investigation.

- J. Provide Privacy and Security course training and testing.

2. AFFILIATE PERFORMANCE

AFFILIATE will:

- A. Designate a staff member to coordinate Trainees' schedules and activities at UCDHS, and to act as liaison with UCDHS ("AFFILIATE liaison").
- B. AFFILIATE liaison shall coordinate all Trainees' schedules through the following UCDHS office:
Human Resources Training and Development Office
University of California, Davis, Medical Center
2730 Stockton Boulevard, Suite 2600
Sacramento, CA 95817
Attn: Therese Maxwell
(916) 734-2676
- C. Provide to UCDHS the names of Trainees proposed for assignment to UCDHS sufficiently in advance of the start of this program to allow for scheduling of Trainees. AFFILIATE shall assign only properly prepared, qualified and insured Trainees to UCDHS. Trainees' schedules shall be arranged as mutually satisfactory by AFFILIATE and UCDHS.
- D. Provide certification that each Trainee and any AFFILIATE personnel who come to UCDHS in performance of this Agreement have been immunized against those communicable diseases specified in the UCDHS Health Clearance Criteria, a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein.
- E. Require its Trainees to conform to the dress policy of the UCDHS department to which they are assigned.
- F. Inform each Trainee that he/she shall not: (a) drive or ride in an ambulance; (b) drive on behalf of UCDHS or AFFILIATE; (c) transport patients by automobile; or (d) in any way use vehicles in the course and scope of the terms of this Agreement.
- G. Inform each Trainee that he/she shall be subject to a criminal background investigation before beginning training at UCDHS.
- H. Inform each Trainee of each provision of this Agreement, and make its best efforts to ensure that each Trainee understands and complies with each provision of this Agreement.
- I. Provide a CPR certificate if requested.
- J. Inform each Trainee that he/she shall be required to attend an orientation seminar, including Health Insurance Portability and Accountability Act (HIPAA) training.
- K. Inform each Trainee that he/she shall be required to participate and receive a passing grade in UCDHS'S Privacy and Security Course training and testing.

3. JOINT UCDHS AND AFFILIATE RESPONSIBILITIES

- A. Both UCDHS and AFFILIATE agree not to discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual

orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or University policy.

- B. Acceptance into practical/clinical experience programs offered by UCDHS does not denote any promise of future employment.
- C. Each Trainee participating under the terms of this Agreement shall be enrolled in the Program at AFFILIATE for academic credit.
- D. Trainees will be subject to the policies, rules, and regulations of UCDHS while on duty at UCDHS.
- E. UCDHS and AFFILIATE each reserve the right to refuse to accept or to terminate assignment of any Trainee participating under the terms of this Agreement for any cause. A statement of reasons for refusal or termination will be provided to the affected institution.
- F. UCDHS shall hold each Trainee responsible for reimbursing UCDHS for all emergent and nonemergent medical and surgical services provided to that Trainee. Trainees are in no way required to seek medical or surgical care from UCDHS, including care for injuries or illnesses resulting from activities within the terms of this Agreement.
- G. Each Trainee proposed by AFFILIATE for practical experience at UCDHS pursuant to this Agreement shall be subject to a background check arranged and paid for by UCDHS prior to acceptance by UCDHS for clinical experience at UCDHS facilities.

4. FINANCIAL OBLIGATIONS

Neither party has any financial obligation to the other party under the terms of this Agreement.

5. INSURANCE

Each party, at its own cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance or a program of self-insurance with the following coverages and limits:

- A. Medical, Professional, and Hospital Liability Insurance or an equivalent program of Self-Insurance for bodily injury, property damage and personal injury in an amount no less than one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000) applying. If such insurance is written on a commercial claims-made form, following termination of this Agreement, coverage shall survive for the maximum reporting period available from insurance sources at each anniversary date of such insurance. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- B. Comprehensive or Commercial Form General Liability Insurance or an equivalent program of Self-

Insurance with limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products, Completed Operations Aggregate	\$2,000,000*
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate	\$2,000,000*

* \$1,000,000 for comprehensive form

However, if such insurance or program of self-insurance is written on a commercial claims made form

following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- C. Workers' Compensation Insurance or an equivalent program of Self-Insurance as required under applicable Law.
- D. Business Automobile Liability for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

Upon request, each party shall provide to the other a Certificate of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice of any modification, change, or cancellation of any of the above insurance coverages.

- E. UCDHS will accept placement of only those Trainees who are insured against liability for actions or inactions occurring in the clinical setting. UCDHS requires and AFFILIATE shall ensure that Trainees participating in the clinical education program will be covered either by a medical malpractice policy offered through AFFILIATE, or acquired by the Trainee through another source. The limits of such coverage shall be, at minimum, \$1,000,000 per occurrence. Certificates of such coverage purchased by the Trainee will be provided to UCDHS prior to acceptance of any Trainee by UCDHS. Should proof of insurance not meet with UCDHS' approval and satisfaction, UCDHS can refuse to accept any Trainee for placement.

6. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UCDHS, 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 AFFILIATE'S performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent acts or omissions of AFFILIATE, its officers, agents and employees.
- B. UCDHS shall defend, indemnify and hold AFFILIATE, its officers, employees, agents or Trainees 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 injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

7. TRAINEE STATUS

- A. UCDHS and AFFILIATE are responsible only for the actions of their respective officers, agents, and employees.
- B. Trainees assigned to UCDHS for training pursuant to this Agreement shall be considered neither employees nor students of UCDHS.
- C. UCDHS does not assume any liability as a result of damages or injuries that arise from Trainees traveling to or from UCDHS.

8. PERIOD OF AGREEMENT

The term of this agreement shall commence upon execution and shall continue for a period of two years, or until earlier terminated pursuant to Section No. 9 below. The term may be extended by fully executed written amendment.

9. TERMINATION

Either party may terminate this Agreement without cause at any time by giving sixty (60) days advance written notice of termination to the other party. Either party may terminate this Agreement for breach by giving thirty (30) days written notice to the other party. Such termination shall not affect the Trainees then enrolled in the clinical program and they shall be allowed to complete their rotation notwithstanding such termination.

10. NOTICES

Any legal notices required or authorized by this Agreement shall be in writing and sent by certified mail, return receipt requested, addressed as follows:

To UCDHS	To AFFILIATE
Health System Contracts UCDHS, Sherman Building, Suite 2300 2315 Stockton Boulevard Sacramento, CA 95817	Orange Coast College 2701 Fairview Road Costa Mesa, CA 92628 Attn: CHS Division

11. AMENDMENTS OR ADDENDA

Additions to this original Agreement may be made by properly executed written amendments or addenda only.

12. ENTIRE AGREEMENT

This Agreement, together with Exhibit A, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

By their signatures below, the parties agree to be bound by the terms of this Agreement:

ORANGE COAST COLLEGE

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
Kevin Ballinger
Dean, Consumer & Health Sciences

By: _____
Annie Wong, Director
Health System Contracts

Date: _____

Date: _____

By: _____
Rich Pagel
Vice President, Administrative Services

Date: _____

By: _____
 Coast Community College District
 President, Board of Trustees

Date: _____

EXHIBIT A
UCDHS HEALTH CLEARANCE CRITERIA
FOR AFFILIATE / STUDENT / TRAINEE

Mandatory MEASLES (RUBEOLA) Criteria:

Everyone must show proof of immunity to measles. The only acceptable criteria are:

- Positive serology for Antibody to Measles is required (copy of lab slip).
- OR**
- Documentation of **TWO** measles shots in lifetime or one if given **after 1980**. If first measles shot was at 15 months of age or younger, it does not count.

Mandatory RUBELLA (GERMAN MEASLES) Criteria:

Everyone must show proof of immunity to Rubella. The only acceptable criteria are:

- Positive serology for Antibody to Rubella is required (copy of lab slip).
- OR**
- Documentation of immunization for Rubella (MMR, MR, Rubella immunization).

Mandatory VARICELLA (CHICKEN POX) Criteria:

- Known past history of disease or true exposure to Varicella (VZ). Stated history is acceptable criteria.
- OR**
- If no known history or disease nor true exposure: Serology documenting absence or presence of antibody to VZ is required (copy of lab slip).

Mandatory TUBERCULOSIS (TB) Criteria:

- Evidence of PPD skin test results within the last 12 months.
- If student/trainee is already PPD Positive:
 - ✓ Evidence of a chest x-ray within the last 12 months and interview the participant for TB symptoms (symptom interview).

TB clearance is required annually for all health care providers by either a skin test or a symptom interview.

Non-Mandatory:

TETANUS Immunization:

If more than 10 years ago, EHS recommends tetanus immunization update.

HEPATITIS B:

EHS recommends Hepatitis B vaccine. For participants who have completed Hepatitis B vaccine, EHS recommends a Hepatitis B surface antibody test. Booster dose is recommended for titres below 10 I.U.

This agreement is made and entered into on the dates indicated below by and between the COAST COMMUNITY COLLEGE DISTRICT with principal offices located at 11460 Warner Ave., Fountain Valley, CA 92708 ("Advertiser") and al Punto Advertising, Inc., a California company having its principal place of business at 730 El Camino Way, Suite 200, Tustin, CA 92780 ("Agency").

Advertiser hereby assigns Hispanic Agency of Record status to Agency with the terms laid out below:

1) SCOPE OF WORK ("SOW"): Agency shall provide Hispanic-targeted creative assistance as reflected in the Proposal prepared by Agency dated July 31, 2009 (updated August 17, 2009), attached hereto. Should Advertiser request Agency to perform additional services beyond what is provided in the Proposal, Agency and Advertiser will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

2) TERM OF AGREEMENT AND TERMINATION: This Agreement shall commence as of October 1, 2009, and shall continue until terminated by either party upon a sixty (60) days prior written notice, or no later than June 30, 2010. Upon receipt of a 60-day notice of termination, Agency shall not commence work on any new advertisements, but shall complete and place all advertisements previously approved by Advertiser, unless otherwise instructed by Advertiser in writing. Conversely, Advertiser shall pay Agency for all work approved in writing, through the date of termination and including any previously approved non-cancelable commitments made by Agency on Advertiser's behalf.

3) COMPENSATION AND PAYMENT TERMS: Advertiser will pay a fixed fee in consideration of the creative services performed by Agency. No work shall be initiated without prior Advertiser approval in writing. Agency will bill Advertiser upon approval of estimate (aka "Authorization"). Payment of invoices is due on net 15-day terms unless prepayment of items is required by project.

The Agency billing and payment policy is intended to provide for receipt of Advertiser monies in sufficient time for Agency to pay third parties in accordance with their payment terms.

Should there be any delays in the execution of the work for any reason, Agency shall immediately consult with Advertiser and the parties will use its best efforts to work out a reasonable adjustment in schedule provided that project is completed within the agreed upon deadline.

4) CHANGES: Any changes to the terms of this Agreement must be in writing and signed by both parties to be binding and effective.

5) CONFIDENTIALITY & SAFEGUARD OF PROPERTY: Advertiser and Agency

respectively agree to keep in confidence and not to disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers or methods of operation; provided however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Agency and Advertiser will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Advertiser will be responsible for any loss or damage.

6) INDEMNIFICATION: Agency agrees to indemnify and defend Advertiser against any and all liabilities, losses, damages, claims and expenses, including but not limited to reasonable attorney's fees which arise in any way from Agency's performance of this Agreement, except where any such claim or action arises out of material supplied by Advertiser to Agency. Advertiser agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Advertiser or where material created by Agency is substantially changed by Advertiser. Information or data obtained by Agency from Advertiser to substantiate claims made in advertising shall be deemed to be "materials furnished by Advertiser".

7) ASSIGNMENT: This Agreement may not be assigned by either party without the prior written consent of the other party.

8) AUTHORITY: Each person signing this Agreement represents and warrants that it is authorized to sign and bind the party for which it signing for to this Agreement.

9) AMENDMENTS: Any amendments to this Agreement must be in writing signed by Agency and Advertiser.

10) NOTICES: Any notice shall be deemed given on the day of mailing or, if notice is by email or fax, on the next day following the day notice is emailed or faxed.

IN WITNESS WHEREOF, the parties have executed this document on the dates shown below to be effective as of the Effective Date.

Coast Community College District

By: _____

Name: _____

Title: _____

Date: _____

al Punto Advertising, Inc.

By:  _____

Name: Eduardo Bottger

Title: President

Date: September 14, 09

**Recommendation for
Coastline Community College
Prepared by alPunto Advertising
July 31, 2009 (rev. 8.17.09)**

Objective

Increase awareness of CCC within district and rest of Orange County.
Increase enrollment of Hispanic students in CCC.

Research from Focus Groups

Awareness: WOM plays a big role.
Image of CCs: Overall seen as a good less expensive option (not clear that all CCs are the same price.)
Influencers: Parents and counselors/teachers (job for older students). Key aspect for Hispanic students
Key Steps: Visit college websites and internet information

Project

Develop creative materials for CCC to use at later time using a limited budget.
Use learned insights from research to develop best possible use of budget.

Budget

\$6,000 gross

Options

Target: H.S. Students

- :30 English Radio PSA
- Web banner development converted to rich media
- Cop, Layout & Visuals for standard print ads

Target: Influencer/Parents

- Grassroots/La Curacao Partnership- Anaheim & Santa Ana Stores
 - Ads in La Curacao Catalogue (Spanish)
 - Posters
 - Flyers
 - DM piece
 - In-store booth/display

Recommendation

- Two Stock Photography with editing & retouching
- Develop concepts based on print with copy & layout
- Two standard web banners using rich media
- Four mechanicals for standard size H.S. print ads
- Mechanicals for DM piece to be distributed in La Curacao* mailer (printing & postage not included)
- One :20 English PSA Script

*relationship to be confirmed



AUTHORIZATION

Michelle Ma
Coastline Community College
11460 Warner Avenue
Fountain Valley, Ca 92708

Date
Number
Revision
AE/Team

08/17/09
CCC9-002
Original
MR

Cost Center:
Due Date:

10/21/09

Name/Title: Creative Development
Account Exec: Maritza Rodriguez
Phone: 714-544-0888
Desc/Specs: Two Stock Photography with editing & retouching
Develop concepts based on print with copy & layout
Two standard web banners using rich media
Four mechanicals for standard size H.S. print ads
Mechanicals for DM piece to be distributed in La Curacao* mailer (printing & postage not included)
One :20 English PSA Script

Description	Estimate:
Agency Fees	\$6,000.00
Miscellaneous Subtotal:	\$6,000.00
TOTAL	\$6,000.00

The above is an estimate only; a +/- variance of 10% is allowable.

Approvals:

Client Approval: _____	Date: _____
Agency Approval: _____	Date: _____



ANNUAL RENEWAL AGREEMENT

Academic Explorer (AeX)
Ph: (703) 310 4228; Fax: Toll Free 1 (877) 823 1407
21525 Ridgetop Circle, Suite 280, Sterling, VA 20166
www.mcaex.net

August 20, 2009

To: Academic Institutions **Renewing** their Participation Agreement in Academic Explorer (AeX)

From: Mark Blose, Program Director, Academic Explorer (AeX)

Ladies and Gentlemen:

This letter summarizes the terms and conditions of your academic institution's continued participation in the Academic Explorer (AeX) platform.

Background: The Academic Explorer (AeX) continues to provide military students and education counselors with a powerful web-based tool for identifying and exploring higher education options in an un-biased, standardized, and comprehensive manner. As you already know, AeX continues to be a unique, comprehensive one-stop, web-enabled source for locating and identifying programs and academic institutions. AeX has a powerful, unbiased search engine with various selection parameters to quickly locate academic programs and institutions that best meet each customer's unique needs.

Deployment of Academic Explorer: AeX has been deployed and in use by the military community since April 23, 2008, and can be viewed at www.mcaex.net. It is currently endorsed for use by the United States Marine Corps and is in unofficial use by all of the other services. AeX has a wide range of institutions and program offerings for students and counselors to search and the site is averaging over 2,000 visits and over 15,000 pages of information viewed each month on the site.

Annual Cost of Participation: The annual cost of participation for each institution is still set at \$5,000 per year. For your **renewal**, you may choose to sign up for 1, 2, or 3 years with an associated fee of \$5,000, \$10,000, or \$15,000. Payment for periods beyond 1 year will ensure that your fees are locked in for the appropriate period of time you choose (i.e., any fee increases during that time will not be passed on to you). The annual cycle will begin on the date your Academic Institution's previous agreement expired, and will continue for 1, 2 or 3 full years, as appropriate, from that date. This cost will cover the effort necessary to work with your Academic Institution to load your course catalog information (certificate and degree programs) into the system, and ensure that it is current and up-to-date on an on-going basis. We will provide detailed instructions on the appropriate format(s) in which your information is to be provided to us.

Joint 'AeX – Institution Scholarship' Announcement: As we continue to find ways to give back to the academic and military student community, we are pleased to announce that, starting in October, 2009, for ALL academic institutions that join or renew their annual commitment to AeX with their full range of certificate and degree programs, AeX will create a \$1,000 named scholarship ("AeX-Institution Name" Scholarship) in recognition of each participating institution. The named scholarship is to be awarded to a student attending the institution during the 2009-2010 school year. The institution and AeX will jointly determine the awardees. This will be an annual scholarship, and for the first year, we would like the scholarship to go to students from the Marine Corps community (active duty, veterans, and immediate family members). In future years, we will open up the scholarships to students from the broader military community (i.e., active duty, veterans, and immediate family members from ALL of the services). We will work to finalize all of the specifics of these scholarships and the process to be followed in selecting scholarship recipients by early-September, 2009, and will communicate the details to you.



ANNUAL RENEWAL AGREEMENT

Academic Explorer (AeX)
Ph: (703) 310 4228; Fax: Toll Free 1 (877) 823 1407
21525 Ridgetop Circle, Suite 280, Sterling, VA 20166
www.mcaex.net

Please contact the undersigned with any questions or concerns. If you agree to the terms and conditions contained herein and are ready to renew your participation in AeX, please sign this agreement on the following page and provide the other requested information. Please make your check payable to "**Academic Explorer LLC**". At this time, we still do not accept credit card payments.

Should you decide that you would like to end your participation, please send an email to mblose@mcaex.net to let us know that your institution and all of your course offerings should be removed from the platform.

Thank you for your interest in, and support of, AeX. We look forward to continuing the relationship with you for many years to come as we strive to serve those who serve.

Sincerely,

Mark Blose
Program Director, Academic Explorer (AeX)
(703) 955 4242 (Direct Dial) (703) 314 2683 (Mobile)
(877) 823 1407 (Toll-Free Fax)
mblose@mcaex.net



ANNUAL RENEWAL AGREEMENT

Academic Explorer (AeX)
Ph: (703) 310 4228; Fax: Toll Free 1 (877) 823 1407
21525 Ridgetop Circle, Suite 280, Sterling, VA 20166
www.mcaex.net

Signature and Date

President, Board of Trustees
Name and Title

Coast Community College District (Coastline Community College)
Academic Institution

Please check the appropriate box below for term of agreement:

- ☒ 1-Yr Agreement
☐ 2-Yr Agreement
☐ 3-Yr Agreement

Please check the appropriate box below for term of payment:

- ☒ Single Payment (\$5,000 / \$10,000 / \$15,000)
☐ Quarterly Payments (4 equal payments with first payment due at contract signing, then one each at months 4, 7 and 10 of the contract period).

Please Provide Contact Information Below (address, phone and fax numbers, e-mail address:

Shawn Mann
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Phone (714) 241-6272
Fax: (714) 241-6324
smann@coastline.edu



THE WESTIN
SOUTH COAST PLAZA
 Orange County

**LETTER OF AGREEMENT BETWEEN The Westin South Coast Plaza AND Coast
 Community College District (COASTLINE COMMUNITY COLLEGE)**

	Erika Patenaude
COASTLINE COMMUNITY COLLEGE	Westin South Coast Plaza
11460 Warner Avenue	686 Anton Blvd.
Fountain Valley, CA 92708	Costa Mesa, Ca 92626
Phone: 714-241-6159	
Fax: 714-241-6155 or 6310	

RE: Coastline Community College
 EVENT DATE: Saturday, May 15, 2010

COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College) ("You")
 and The Westin South Coast Plaza ("Hotel") agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

However, between now and September 18, 2009, unless both parties have agreed upon and fully executed this Contract, should another customer request the function space and be in a position to sign an agreement immediately with Hotel, we will advise You, and You will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another customer.

If this Contract is not fully executed by September 18, 2009, the function space, sleeping rooms or any other accommodations held pursuant to this proposal may be automatically released.

FUNCTION SPACE/SCHEDULE OF EVENTS

This Contract applies to the following events and function space:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/15/2010	12:00 PM	2:00 PM	Set-up	Santa Ana / Costa Mesa	Theater Style		
5/15/2010	12:00 PM	4:00 PM	Registration	East Galleria	Registration		
5/15/2010	12:00 PM	5:00 PM	Dressing Room	Capistrano	Conference	20	
5/15/2010	12:00 PM	5:00 PM	Dressing Room	Viejo	Existing	20	
5/15/2010	12:00 PM	5:00 PM	Dressing Room	Laguna	Conference	20	
5/15/2010	2:00 PM	4:00 PM	Graduation Ceremony	Santa Ana / Costa Mesa	Theater Style	500	5,000.00
5/15/2010	4:00 PM	5:00 PM	Teardown	Plaza Ballroom			

Prior to your Event, you will be asked to sign Banquet Event Orders ("BEO") no later than **(72) seventy two hours** prior to your event which will specify and confirm the specifics for your event(s), including final menu selections, pricing, room set up and décor and all other final details.

FINAL ATTENDANCE GUARANTEE & EVENT DETAILS

To ensure a quality experience for all of your attendees, we will send you Banquet Event Orders ("BEO's") confirming the estimated number of attendees, menu, room set up and other details of your event. We ask that you make any corrections and sign and return the BEOs no later than three (3) business days prior to the event. All Guarantees are due three (3) business days prior to function, (Monday to Friday, excluding holidays), if not received, the hotel will set and serve based on the agreed upon number in the contract and charge accordingly. If you do not return the BEOs by that date, you agree that all information in the BEOs is correct. We ask for a final guarantee of the number of attendees no later than **three (3) business days**. Please note that once the guarantee has been provided, the numbers may increase but not decrease. If your guaranteed attendance increases by more than 3% less than 72 hours prior to your event, the Hotel reserves the right to charge a 5% surcharge on menu prices due to increased costs incurred. Additionally, the contracted menu items may not be available for the additional guests added within 72 hours of the event.

The Hotel will overset 3% above guarantee. Payment will be based upon the final guarantee or the number served, whichever is greater.

If the guarantee is not received, the number of persons indicated in the BEO will become the guarantee. The terms, conditions and guarantees of the BEO signed by you supersede and amend any previously contracted minimum revenue if the BEO increases the minimum provided for in this Contract.

PRICING/TAXES/SERVICE & LABOR CHARGES

Due to market fluctuations, menu prices cannot be guaranteed before 6 months prior to your event. All food and beverage and meeting room rental is subject to a 21% Service Charge and 8.75% sales tax, which is subject to change. Please note that Service Charge is taxable.

To meet your service expectations, additional labor may be required for your event if changes in set up are communicated to Hotel within 48 hours of the scheduled start time. Your Catering and Convention Service Manager will advise you of such charges in advance when applicable.

Additional labor charges may apply for additional services requested, such as bartenders or chef stations.

A labor charge of \$75.00 will be added to all catered functions for 50 people or less.

A labor charge of \$300.00 will be added to the charges for any function in which confetti, glitter, rice, sprinkles or similar items are used.

DIRECT BILLING

Hotel may offer you direct billing (credit), which will allow you to pay for the event after it is concluded. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process, and the Hotel reserves the right to require full advance payment should your credit status change.

If Direct Billing has been approved, you agree to review all charges billed to the master account at the conclusion of the event to ensure accurate billing. Such charges will include food and beverage, function room rental, and miscellaneous charges. The final bill will be sent to you within 14 days of your event. Payment of all direct billing must be made within thirty (30) days of receipt of the invoice from the Hotel.

DEPOSIT

A deposit of \$1,500.00 is due no later than September 18, 2009.

Remaining balance is due no later than (14) fourteen days prior to event date.

If any of the above deposits are not made by the date indicated, you agree to pay the applicable deposit in cash or with a certified check. If any deposit is not made on time, Hotel will have the option to cancel this Contract without liability in the event of Group's failure to pay any deposit when due. Group will owe applicable Cancellation Damages in such event.

ASSIGNMENT OF FUNCTION SPACE

The room(s) designated for your event requires a minimum revenue guarantee for rental. Hotel reserves the right to relocate your event to a different room or to charge function space rental fees based upon the final guarantee received. We will discuss with you and confirm in writing whether you would prefer to pay additional function space fees or move to a smaller function room. You will still be responsible for meeting the Minimum Revenue Guarantee if your function location is changed or increased function space charges are incurred. Group agrees to provide its final program to Hotel no later than (5) five business days prior to group's arrival date. In the event that a final program is not submitted by this date, Group agrees that Hotel may at its option release all or part of space held for Group.

CHARGES FOR ADDITIONAL SERVICES

Hotel provides a variety of facilities and services not specifically described in this Contract, which are available to you and individual attendees at an additional charge. A list of the Hotel's pricing for these facilities and services is attached to this Contract, or is available to individual guests upon request.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel and may not be removed from Hotel property. Due to market fluctuations, menu prices cannot be guaranteed before 3 months before your event.

You agree to decide on alternate menu selections or entrée substitutions at the time the BEO is signed. The number of alternates will be deducted from the total setup number. Should either the number of alternates or the designated entrée not be adequate, you will be asked to confirm in writing whether or not to incur the additional cost of preparing more entrees or alternates.

DECORATION & ENTERTAINMENT

All displays, exhibits, decorations, equipment, musicians/entertainers must enter the Hotel via the loading dock. Delivery time must be coordinated with the Hotel in advance. Special ingress and egress, insurance and security requirements may apply in the case of events with decor, sets, special lighting or special sound; please consult with your Catering and Convention Service Manager prior to finalizing such arrangements. Nothing may be attached to the walls and ceilings. A walk through is to be arranged with a designated person and Hotel representative after the dismantling.

You are responsible for obtaining all applicable Fire Marshall approval or permits required for your event.

You are also responsible for obtaining all required ASCAP or BMI licenses for entertainment or music performances at your event.

SHIPPING AND STORAGE

Information regarding shipping and storage of materials to Hotel is attached.

CONTRACTED VENDORS

Hotel has contracted with certain providers of services (e.g., audio-visual services) that you may elect to use to provide services for your meeting or event ("Contracted Vendors"). Although the use of Contracted Vendors is encouraged, you may use your own vendors for these services provided that your proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

STARWOOD AUDIO-VISUAL SERVICE STANDARDS

The Hotel has an exclusive agreement for full service, on-site audio-visual production with Presentation Services (PSAV), and we are confident that PSAV will provide exceptional service for your events as well as making every effort to meet your budgetary requirements. We also recognize that you may elect to use a third party supplier of audio-visual services ("Third-Party Supplier). We do require that you inform the Hotel that you will be using a 3rd party vendor at minimum 60 days prior to your event or at the signing of this contract. This notice allows us to make sure the 3rd party vendor has full copies of all our audio-visual Service Standards, Regulations and Costs prior to the planning process. You will need to sign an addendum at minimum of 45 days prior to the event which will include all of the audio-visual service standards, and your audio-visual supplier will need to co-sign this document to acknowledge these requirements. These standards are focused strictly on customer service, protection and safety of guests and property and must be adhered to by PSAV and any 3rd party vendor working within the Hotel.

MINIMUM REVENUE GUARANTEE AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including food and beverage charges, function space rental fees, and other charges for additional services that would be incurred by individual guests and by you. In the event that you do not fulfill all of your commitments or cancel in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the

Minimum Revenue Guarantee and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

CANCELLATION

If you elect to cancel this Contract for any reason other than a termination for cause or Force Majeure, you agree to provide written notice to Hotel accompanied by the payment indicated in the following scale:

If the event is cancelled 30 days or less prior to event date 100% of the total revenue will be due.

From 31 days to 60 days prior to event date 75% of the total revenue will be due.

From 61 days to 90 days prior to event date 50% of the total revenue will be due.

From 91 days or more prior to event date 25% of the total revenue will be due.

If such payment does not accompany your cancellation notice, the amount owed by you shall be determined in accordance with the scale above by using the date the payment is actually made by you to Hotel, rather than the date you provided cancellation notice to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale. Applicable tax and gratuity will be added to the damages set forth above.

PARKING

The Hotel has parking available as follows:

Self parking \$10.00 per car for guests visiting the Hotel.

Overnight self parking \$20.00 per car.

Valet parking \$14.00 per car for guests visiting the Hotel.

Overnight valet parking \$28.00 per car.

Hotel attendants can provide guests directions to the nearest available parking if the Hotel lot is full.

SECURITY AND CONDUCT OF EVENT

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. You agree to advise your attendees and guests that they are responsible for safekeeping of their personal property. You may elect to retain security personnel to safeguard personal property in the meeting and function space. In addition, depending upon the nature of your event, Hotel reserves the right based on its reasonable judgment to require you to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by you must be at your

own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval.

The Hotel reserves the right to inspect and control all private functions. You agree to begin your function at the scheduled time and agree to have your guests, invitees and other persons vacate the designated function space at the closing hour indicated. You agree to reimburse Hotel for any overtime wage payments or other expenses incurred by the Hotel because of your failure to comply with these requirements.

You are responsible for any damage to Hotel or Hotel property caused by your attendees, vendors, contractors or agents. You agree to comply with all applicable federal, state and local laws and Hotel rules and policies (copies of which are available from the Catering Department) governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security. Hotel reserves the right to refuse service to any persons or prohibit any activity which in the sole judgment of the Hotel may be harmful or cause an unreasonable disruption to the property, its guests or employees.

FORCE MAJEURE

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible **for either party to perform its obligations**. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

Hotel and you shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the parties' respective obligations pursuant to this Contract. You agree to provide a certificate of insurance to Hotel no later than 30 days prior to your event.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members, participants or attendees (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

You and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by you on behalf of your disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that you give reasonable advance written

notice to Hotel of such needs. During your use of Hotel, you shall be responsible for providing your disabled members with auxiliary aids and services or modifications of your rules or policies in connection with your program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by you, other than those types and quantities typically maintained by Hotel.

LIMITATION ON PUNITIVE DAMAGES

The parties hereby agree that neither party shall be liable for any punitive damages.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including arbitration fees. In addition, you shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES

Both parties agree to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

ASSIGNMENT

You agree that you may not assign any interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

NOTICE

Any notice required or permitted by the terms of this Contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce any other terms of this Contract.

SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

SIGNATURE

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in writing signed by Hotel and you. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

The undersigned represent that they are authorized to sign and enter into this Contract.

ACCEPTED AND AGREED TO:

HST LESSEE SOUTH COAST LP, a Delaware limited partnership, as Lessee of
The Westin South Coast Plaza

By: COAST COMMUNITY COLLEGE DISTRICT

By: Westin Operator LLC, a Delaware limited liability company
Its Operator

By: President, Board of Trustees

By: Starwood Hotels & Resorts Worldwide, Inc., a Maryland Corporation

Signature: _____
President, Board of Trustees

By: Erika Patenaude
Senior Catering Manager

Date: _____

Signature: _____

Date: _____

CONVENTION SERVICES & CATERING INFORMATION AND GUIDELINES

The Westin South Coast Plaza's professional Convention Services & Catering team stands ready to assist you in planning your forthcoming food and beverage function. We will do our utmost to deliver to you and your guests the great hospitality for which we are renowned.

Force Majeure

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for Group's event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Menu Selections:

In order for us to assure the availability of all chosen items, your menu selections should be finalized by two (2) weeks prior to your event. Our pre-printed menu selections are offered merely as suggestions. We will prepare customized menus and are happy to offer suggestions for your specific taste and desires.

Guarantees:

In order to make your event a success, please notify your Hotel Event Manager of the number of guests attending. All Guarantees are due three (3) business days prior to function, (Monday to Friday, excluding holidays), if not received, the hotel will set and serve based on the agreed upon number in the contract and charge accordingly. If no guarantee is received at the appropriate time, the hotel will assume the patron's expected count is to be the guarantee and charges will be billed accordingly.

Function Space:

Function space is assigned by the expected number of guests contracted. Should the number of participants change, the hotel reserves the right to reassign space that is more suitable to the anticipated attendance. Room rental fees may be applicable if the group attendance drops below the estimated attendance from the date of booking. All meeting room rental is subject to 21% service charge and tax.

Banquet Service:

For all meals served in private function space with less than 50 guests in attendance, a service charge of \$75.00 per meal will be added to the banquet check. There will be an additional \$3.00 per person charge for buffet meals.

Banquet Operational Hours:

Standard operating hours for the Westin South Coast Plaza are 6:30am to 12:00am. Additional coverage outside of this time perimeter will be charged at \$600.00 per hour for banquet coverage. These additional hours must be pre-arranged in advance with a (3) day notice to the hotel.

Additional Labor Charges:

Bartender Charges – waived with a minimum of \$400.00 in beverage sales per bar	\$125.00
Chef Charge	\$250.00 (2 hours)
Additional Dedicated Server	\$125.00 (4 hours)
Coat Check Assistance	\$125.00 (4 hours)
Security Assistance	\$55.00 per hour
Banquet Houseman (exclusive use)	\$32.00 per hour
Engineering Assistance	\$65.00 per hour
Audio Visual Technical Assistance	Rates vary- depending on schedule

Client Initials _____

Beverage Assistance:

All beverage functions are arranged through the Convention Services and Catering Department. We offer a complete selection of beverages to complement your function. As a licensee, The Westin is responsible to abide by regulations enforced by the state and therefore the hotel's policy is that if alcoholic beverages are to be served at functions, the hotel requires that the beverage be dispensed only by banquet servers and bartenders. The hotel's alcoholic beverage license requires proper identification (photo ID) of any person of questionable age. The hotel will refuse any alcoholic beverage service to any person who, in the hotel's judgment, appears intoxicated.

Entrée Selection:

Entrée selections on all banquet menus are limited to two choices. Special dietary requirements can be taken into consideration. If two (2) selections are requested, both menu entrees are priced at the higher price. All Guarantees are due three (3) business days prior to function. (Monday to Friday, excluding holidays), if not received the hotel will set and serve based on the agreed upon number in the contract and charge accordingly.

Payment Terms:

Convention Services: Refer to group credit agreement for payment schedule or to arrange for a direct bill.

Catering Functions: A deposit is required to secure function space. The balance due shall be paid as agreed in contract.

AUDIO VISUAL TERMS AND CONDITIONS

Audiovisual services are available through the Hotel's on-site audiovisual company, **Presentation Services**. Presentation Services provides complete in-house audiovisual services for the Hotel. Their full-time management and staff are available 24 hours a day, seven days a week. Presentation Services would welcome the opportunity to provide a competitive bid, on equipment of equal or superior quality proposed by any outside audio visual provider, at least (15) days prior to the event. Presentation Service's proposal will be inclusive of all equipment charges, labor, service and usage fees. The scope of work will satisfy all of the audio visual terms and conditions of the Hotel.

Special Decoration and Services:

We will be delighted to discuss with you any needs for your particular function such as ice carvings, flowers, decorations, theme props and entertainment. These and other services can be provided at prearranged fees. The hotel does not permit confetti, fog machines, glitter, bubble machines, incense or open flames.

Signs and Displays:

Pre-approved signs are permitted in registration areas and immediately outside the private function rooms only. They are not permitted in the lobby, public areas or outside the hotel. Signage must be in a professional manner. The hotel encourages the planners to use the dimensions of 28" x 22" in their signage. Easels are provided at no charge for your convenience.

Security:

The hotel will not assume any responsibility for damages or loss to any merchandise or articles left or sent into the hotel prior to, during or following your banquet or meeting. Arrangements may be made in advance for security of exhibits, merchandise or articles set-up for display prior to or during your planned event.

Price Changes:

All printed Convention Services & Catering menu prices are subject to change without notice; however, all contract prices will be honored. Prices do not include tax and service charge.

Service Charge and Sales Tax:

All meeting room rental, food and beverage charges are subject to a 21% service charge. The current sales tax in Costa Mesa is 8.75%. The service charge quoted is the hotel's current charge and is subject to change without prior notification. According to the State Regulation #6103, all service charges are applicable for sales tax.

Client Initials _____

Space and Price Commitments:

Established function times on programs must be adhered to per this agreement. The engager is responsible for abiding by these schedules as the hotel may have commitments of function space prior to or following the arranged program. Private rooms and contractual prices are assigned to the number of anticipated attendees at the time the function is booked. The hotel reserves the right to renegotiate these prices and/or change the assigned function room(s) in the event of a decrease of the number of attendees.

Photocopying or Printing Needs:

The Westin South Coast Plaza has formed a partnership with Kinko's to provide our customers with a full range of (including self-service), desktop publishing, binding and finishing, business preparations bound and tabbed, fax services, mailing and Fed Ex services, custom printing and stationery supplies. Kinko's will pick-up and deliver back to the hotel and is open 24 hours a day. You can download your information by modem to Kinko's in Costa Mesa where they will print and prepare your materials. The completed materials will be delivered to the hotel in time for your meeting which saves shipping preparation and costs as well as the chance the materials will be lost in shipment.

Shipment of Packages/Parcels and Delivery of Equipment:

The Westin South Coast Plaza is proud to offer a full service package room facility for your receiving and shipping needs. The facility adheres to all Starwood Standard Package Handling regulations to ensure proper handling of all packages. In order to ensure the proper acceptance and handling of packages, the hotel must be notified a minimum of 7 days in advance of all shipping arrangements. Your Catering/Convention Services Representative can provide you with a copy of the package handling policy, label requirements, fee structure and hours of operation.

Packages for meetings should be delivered to the hotel no earlier than three (3) business days prior to the date of the function. Please address the shipping packages as follows:

Name of Group and On-Site Contact-address to the person that will be looking for it

C/O The Westin South Coast Plaza

686 Anton Boulevard

Costa Mesa, CA 92626

Hold for Ms. Mariam Khosravani for Coastline Community College meeting on May 15, 2010.

Box(es) _____ of _____ (Multiple boxes MUST be numbered)

Name of Hotel Catering/Convention Service Manager

Package Handling Fees:

0 to 5 pounds -----\$5.00 each

6 to 20 pounds -----\$10.00 each

21 to 50 pounds -----\$15.00 each

Over 50 pounds ----- \$25.00 each

Pallets-----\$75.00 each

Electrical Requirements:

If you require electrical needs, please contact your Convention Services Manager or Catering Manager.

It is a requirement that the hotel technician performs the physical hook-up to the power source. The following rates may apply: (See Additional Labor Charges for Engineering Assistance rates)

30 Amp Power Drop \$175.00

60 Amp Power Drop \$250.00

Extension Cord \$15.00 each

Power Strip \$15.00 each

Power Pack Rate determined by Amps/Volts required

Phone Line Request:

If direct phone lines are requested, the hotel requires notification no less than seven (7) days prior to the group function in order to make arrangements. Long distance charges will be placed on the master billing.

Client Initials _____

Miscellaneous/Phone Charges

External Phone Line	\$125.00 plus call charges
Modem/Fax Line	\$125.00 and call charges

HSIA – High Speed Internet Access

Available: Wired and Wireless
If requested, the hotel requires 24 hours notice for installation.

HSIA Charges

Activation and first line	\$450.00 (Day 1)
Second line	\$125.00 (Day 1)
Additional Line (s)	\$50.00 (Day 1 /same room)
Any lines (subsequent days)	\$50.00 (same room)

Miscellaneous/Labor Charges

Banner Hanging	\$50.00 per banner
Exhibit Tables	\$50.00 per table

Banquet/Catering Event Room Re-set Charges:

Once a function room is set according to the signed banquet event order, any changes made the day of or prior to the beginning of a meeting or event, an additional labor charge will be assessed based on the scale below:

Miscellaneous/Additional Room Re-set Labor Charge:

5 – 30 people	\$125.00
40 – 70 people	\$225.00
80 – 150 people	\$275.00
160 – 250 people	\$350.00
260 – 400 people	\$450.00
410 – and up	\$750.00

Room Reservations:

The timeliness of the rooming list or individual reservations is extremely important. By receiving this information as early as possible and no later than the cut-off date, we are better able to accommodate early arrivals and stay-overs. If providing a rooming list, please indicate any special requests from your individuals with regard to room and bed type preference so that we can best accommodate your requests. If your attendees will be calling individually to make reservations, please let us know how you would like your group listed in the reservation system.

Client Initials _____



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: V5

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District / Coastline Community College 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.

TABLE OF CONTENTS

No.	Page
1. PURPOSE	7
2. TERM	7
3. STATEMENT OF WORK.....	7
4. TERMINATION	7
5. SERVICES	8
6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS	8
7. BUDGET SCHEDULE	9
8. MODIFICATION OF BUDGET SCHEDULE	9
9. PAYMENTS BY COUNTY	9
(a) Monthly Payments	10
(b) County Discretion	10
(c) Invoices.....	10
10. CONTINGENCY OF FUNDS.....	10
11. COMPLIANCE WITH LAW.....	10
(a) Federal	11
(1) Clear Air and Clean Water Act	11
(2) Energy Efficiency Standards	11
(b) State.....	11
(c) County	11
(d) Local.....	11
(e) Court Orders	11
(f) Terms and Conditions	11
12. INSTRUCTORS.....	11
13. PERFORMANCE STANDARDS.....	12

14. PLANS AND PROCEDURES	12
15. SATISFACTORY WORK	12
16. REPORTS	12
17. NO SUPPLANTATION	13
18. INDEPENDENT CONTRACTOR	13
19. EMPLOYEE ELIGIBILITY VERIFICATION	13
20. ASSIGNMENT	14
21. SUBCONTRACTS	14
22. FISCAL ACCOUNTABILITY	15
(a) Financial Management System	15
(b) CONTRACTOR's Records	15
(c) Costs Charged	15
23. PROGRAM INCOME	15
24. PELL GRANT/HEA TITLE IV	16
25. ANNUAL AUDIT	17
26. ACCESS AND RECORDS	17
(a) Access	17
(b) Records Retention	18
27. FRAUD	18
28. MODIFICATIONS/CHANGE ORDERS	18
(a) By CONTRACT ADMINISTRATOR	18
(b) By CONTRACTOR	19
29. PARTICIPANTS	19
(a) Benefits	19
(b) Labor Standards	20
(c) Complaint Handling Procedures	20

(d) Non-Discrimination and Compliance Provisions.....	20
30. CONFIDENTIALITY	21
31. EQUIPMENT	22
32. MUTUAL INDEMNIFICATION	23
33. INSURANCE.....	24
34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION	27
35. INTELLECTUAL PROPERTY.....	28
(a) Federal Funding.....	28
(b) Ownership.....	28
(c) Retained Rights/License Rights.....	30
(d) Copyright	31
(e) Patent Rights	31
(f) Third Party Intellectual Property	32
(g) Warranties	32
(h) Intellectual Property Indemnity	33
(i) Survival	34
36. CORPORATE STATUS	35
37. STANDARDS OF CONDUCT	35
(a) General Assurance	35
(b) Employment of Former State and COUNTY Employees.....	35
(c) Conducting Business Involving Relatives	35
(d) Conducting Business Involving Close Personal Friends and Associates	35
(e) Avoidance of Conflict of Economic Interest	36
38. SWEATFREE CODE OF CONDUCT	36
39. DRUG FREE WORKPLACE.....	36
40. DEBARMENT	37

41. SECTARIAN ACTIVITIES.....	37
42. LITERATURE	37
43. LOBBYING	37
44. BREACH - SANCTIONS.....	38
45. DISPUTES.....	38
46. TOTAL AGREEMENT	39
47. CHILD SUPPORT ENFORCEMENT	39
48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS.....	39
49. NOTICES.....	39
50. GOVERNING LAW AND VENUE	40
51. WAIVER.....	40
52. PUBLICITY	40
53. CALENDAR DAYS	41

SIGNATURES

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, July 21, 2009 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 two hundred seven thousand three hundred sixty dollars (\$207,360) to engage CONTRACTOR to
18 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
26

1. **PURPOSE**

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

2. **TERM**

The effective term of this Agreement shall commence on October 1, 2009 and terminate on June 30, 2010 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. **STATEMENT OF WORK**

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

1 **4. TERMINATION**

2 (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with
3 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be
4 deemed served on the date of mailing. Cause shall be defined as any breach of contract, any
5 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR
6 of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this
7 Agreement.

8 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT
9 ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent
10 documents and all equipment or materials purchased with COUNTY funds.

11 **5. SERVICES**

12 CONTRACTOR agrees that those specific program components to be performed by
13 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,
14 include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and
15 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees
16 performance of all of the specific program components and service levels listed in Exhibits "A", "B", and
17 "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition
18 to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the
19 level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level
20 and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.
21 Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR.
22 Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon
23 recommendation by CONTRACT ADMINISTRATOR.

24 **6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

25 The parties hereto agree that those program components, service levels, and line-item budget
26 information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the

1 CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement
2 are not increased and the basic goals and objectives of the program are not altered. Should the State of
3 California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D"
4 then the COUNTY shall have the right to unilaterally modify this agreement to meet such 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 Exhibit "D" and 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 June 30, 2010, and that any and all funds remaining as of June 30, 2010, which
23 have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30)
24 days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense
25 of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2010. No CONTRACTOR
expenses shall be paid if billing is received by COUNTY after July 31, 2010.

1 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in
2 accordance with the following payment schedule:

3 (a) Monthly Payments. Beginning November 1, 2009, upon receipt and approval by OC
4 Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior
5 month's actual expenditures, COUNTY shall make monthly reimbursement payments based on
6 CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed two hundred
7 seven thousand three hundred sixtydollars (\$207,360).

8 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be
9 made more frequently than monthly, but such payments shall always be in arrears and not in advance of
10 the provision of services by CONTRACTOR.

11 (c) Invoices. CONTRACTOR shall provide to OC Community Services Community Investment
12 Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices
13 shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If
14 CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned
15 expenditures for any cumulative period commencing from the beginning of the term of this Agreement,
16 CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding
17 month's reports or invoices have not been received.

18 **10. CONTINGENCY OF FUNDS**

19 CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are
20 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of
21 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget
22 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or
23 operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may
24 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,
25 without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.
26

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

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 Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by

CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

17. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

19. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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 Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how

the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

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

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance

with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

1 (b) Records Retention. All accounting records and evidence pertaining to all costs of
2 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
3 office or place of business for the duration of this Agreement and thereafter for four (4) years after
4 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
5 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
6 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
7 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

8 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
9 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the
10 extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

11 **27. FRAUD**

12 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
13 possible fraud, abuse or criminal activity under this Agreement.

14 **28. MODIFICATIONS/CHANGE ORDERS**

15 (a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make
16 changes within the general scope of this Agreement, in the definition of services and tasks to be
17 performed, the manner in which services are performed, the time and place of performance thereof and
18 additional related provisions. Such change orders may be made when necessitated by changes in the
19 Orange County One-Stop System operations or performance, the operations or performance of
20 CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates
21 or directives. CONTRACTOR may submit a program or budget modification request in response to
22 change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action,
23 CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's
24 services in amounts that do not collectively increase or decrease by more than 10% the price of said
25 services under this Agreement when originally executed. Modifications in excess of 10% of the original
26

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

- (ii) It does not materially change other terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

(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.

1 (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act,
2 including Section 181 of the Act, and all other applicable codes and regulations.

3 (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling
4 Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR.
5 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the
6 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for
7 handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the
8 Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or
9 the Federal government relating to the complaint shall be binding on and shall be followed by
10 CONTRACTOR.

11 (d) Nondiscrimination and Compliance Provisions

12 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity
13 provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the
14 Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age
15 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the
16 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246,
17 as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and
18 with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing
19 those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and
20 COUNTY have the right to seek judicial enforcement of this requirement.

21 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act
22 (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder
23 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair
24 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
25 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement
26 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. The obligations of this section do not apply to information which is disclosed (i) in response to a valid court or governmental order,

or (ii) to comply with applicable federal or state law, if the Recipient has given the other party with 10 day written notice and provides reasonable assistance so as to afford it the opportunity to object.

(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

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

1 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish
2 COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
3 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
4 \$1,000,000 per occurrence.

5 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
6 days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made
7 to the next qualified proponent.

8 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
9 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
10 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
11 COUNTY.

12 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
13 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
14 CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such
15 notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
16 entitled to all legal remedies.

17 (q) The procuring of such required policy or policies of insurance shall not be construed to limit
18 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this
19 Agreement.

20 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of
21 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of
22 commercial insurance certificates and endorsements.

23 **34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

24 CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
25 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,
2 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The

COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible

proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms

1 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through
2 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to
3 assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or
4 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or
5 indirectly from this Agreement or any subcontract.

6 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
7 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
8 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and
9 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for
10 customized and on-the-job training as authorized under 20 CFR 663.700-730.

11 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
12 respects, and execute all documents and, subject to reasonable availability, give testimony and take all
13 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual
14 Property rights and interests.

15 (c) Retained Rights/License Rights.

16 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
17 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR
18 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior
19 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional
20 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-
21 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and
22 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to
23 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the
24 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and
25 interest in the Intellectual Property as set forth herein.
26

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty

four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, 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

1 may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which
2 arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,
3 covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
4 Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's
5 use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and
6 private performance/display, license, and disposition of the Intellectual Property made, conceived, derived
7 from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
8 Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on
9 a patent, trademark or copyright registration that was issued after the effective date of this Agreement.
10 COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such
11 infringement action brought against COUNTY.

12 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
13 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise
14 its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual
15 Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to
16 monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In
17 the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using
18 the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the
19 replaced or modified Intellectual Property becomes non-infringing provided that such replacement or
20 modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not
21 reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement,
22 without restriction or limitation of any other rights and remedies available at law or in equity.

23 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY
24 for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-
25 four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the
26 event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without

1 limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other
2 rights and remedies available at law or in equity.

3 (i) Survival. The provisions set forth herein shall survive any termination or expiration of this
4 Agreement or any project schedule.

5 **36. CORPORATE STATUS**

6 All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be
7 in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal
8 Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR
9 immediately in writing to CONTRACT ADMINISTRATOR.

10 **37. STANDARDS OF CONDUCT**

11 (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order
12 to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or
13 improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain
14 personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this
15 Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by
16 prejudice, bias, special interest or desire for personal gain.

17 (b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its
18 employees who were formerly employed by the State of California or the County of Orange, in a position
19 that could have enabled such individuals to impact policy regarding or implementation of programs covered
20 by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this
21 Agreement for a period of not less than two (2) years following the termination of such employment.

22 (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any
23 executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment
24 in programs provided by, or employment with, CONTRACTOR.

25 (d) Conducting Business Involving Close Personal Friends and Associates. Executives and
26 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

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

40. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

41. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

42. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

43. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or

engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

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"
Santa Ana, California 92705

1 CONTRACTOR: Coast Community College District / Coastline Community College

2 11460 Warner Ave.

3 Fountain Valley, CA 92708

4 Rosanne Freilich

5 With Copy To: Coast Community College District

6 1370 Adams Avenue

7 Costa Mesa, CA 92626

8 Attn: Vice Chancellor, Administrative Services

9 **50. GOVERNING LAW AND VENUE**

10 This Agreement has been negotiated and executed in the state of California and shall be governed
11 by and construed under the laws of the state of California. In the event of any legal action to enforce or
12 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in
13 Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such
14 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to
15 waive any and all rights to request that an action be transferred for trial to another County.

16 **51. WAIVER**

17 No delay or omission by either party hereto to exercise any right or power accruing upon any
18 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair
19 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of
20 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be
21 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein
22 contained.

23 **52. PUBLICITY**

24 Information and solicitations, prepared and released by CONTRACTOR, concerning the services
25 provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of
26 Orange and the Orange County Workforce Investment Board.

1 **53. CALENDAR DAYS**

2 Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,
3 respectively, unless otherwise expressly provided.

4 //

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

"COAST COMMUNITY COLLEGE DISTRICT/COASTLINE
COMMUNITY COLLEGE"

Dated: _____

By: _____
Title: President, Board of Trustees

Dated: _____

By: _____
Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

I. GENERAL REQUIREMENTS

These General Program Requirements outline the framework wherein the CONTRACTOR will provide training services in high-demand occupations to WIA eligible participants who have been referred by the Orange County One-Stop and other OCWIB approved WIA Contractors.

- A. CONTRACTOR agrees to comply with, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), the American Recovery and Reinvestment Act (ARRA), Orange County Workforce Investment Board (OCWIB) Policy, the Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated federal and State governance documents and/or any other statutes or requirements, related to the services provided in this Agreement.
- B. Where local policy has not been set, CONTRACTOR agrees to adhere to State or federal policy.
- C. CONTRACTOR shall be responsible to keep current on and implement all EDD Directives and Bulletins, U.S. DOL Training and Employment Guidance Letters (TEGLs), Information Notices (TEINs), Technical Assistance Guides (TAGs), and OCWIB Policies and Procedures.

II. GOVERNANCE REFERENCES

- A. Workforce Investment Act of 1998 – Public Law 105-220
- B. American Recovery and Reinvestment Act of 2009 – Public Law 111-5
- C. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al, Workforce Investment Act; Final Rules.
- D. Information Bulletins, Directives and any other federal and State guidance documents pertaining to the WIA and ARRA.
- E. All actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board.

III. SERVICES TO BE PROVIDED

- A. As described in Exhibit B of this Agreement, CONTRACTOR shall provide group-sized classroom training and placement services to individuals who have been referred by the One-Stop Center and other OCWIB approved WIA Contractors who:
 - 1. Meet the requirements for WIA eligibility, including the priority of services categories, and
 - 2. Other individuals in need of specialized services, such as Veterans, offenders, substance abusers, individuals with multiple barriers, limited-English proficient, older adults and people with disabilities.

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

3. CONTRACTOR may also conduct outreach to identify potential students/trainees. Such individuals must be referred to the One-Stop Center and other approved OCWIB WIA Contractors for WIA eligibility determination, assessment and individual service planning. Based on assessment results, case managers will determine if job seekers should be referred back to the CONTRACTOR.
 - a. Referral by CONTRACTOR does not guarantee that the student will be eligible to receive training services under this Agreement.
 - b. Referral by CONTRACTOR does not guarantee that student will receive priority of enrollment in WIA and/or training services.
- B. Group-Size Classroom Training
 1. Group-size classroom trainings are structured educational programs offered to groups of students by accredited institutions and other legally authorized organizations that provide skills instruction through didactic instruction in classroom, lab or similar environments.
 2. CONTRACTOR shall provide classroom training to WIA participants referred and approved by the One-Stop Center and other approved OCWIB WIA Contractors.
 3. CONTRACTOR shall ensure that all instructors providing training of participants are qualified to instruct in the program and/or training component and/or curriculum.
- C. Placement Services
 1. CONTRACTOR shall provide job placement services to students/trainees. Job placement is typically defined as matching job seekers with employers. Job placement services include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.
 2. Failure of CONTRACTOR to provide to any participant the placement services following completion of training that are described herein shall be a material breach of this Agreement, for which COUNTY may seek all remedies against CONTRACTOR specified in Section 44 hereof, notwithstanding COUNTY'S earlier payment to CONTRACTOR of the full amount specified herein for such participant.

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

IV. PROGRAM COSTS

- A. Program costs shall be based upon the cost per participant for each unique training program as identified in Exhibit D of this Agreement.
- B. Cost-per-participant reimbursement will occur only for those students determined eligible and approved by the One-Stop Center and other approved OCWIB WIA Contractors.
- C. The amount specified Exhibit D shall include all costs associated with training and placement services to be provided by CONTRACTOR for each unique training program identified in Exhibit B and Exhibit D pursuant to this Agreement. CONTRACTOR shall make no additional claims for costs, charges or fees. Unless otherwise specified herein, CONTRACTOR shall not receive additional payment or any form of additional compensation from COUNTY, OCWIB, individual participants or any other parties for costs associated with any participant's training or placement.
- D. Education Assistance Refunds.
Notwithstanding the foregoing, CONTRACTOR shall timely either (1) refund to COUNTY an amount equivalent to any Pell Grant or other Educational Assistance payments received by CONTRACTOR for or on account of any participants enrolled hereunder whose full or partial costs of training are covered by this Agreement or (2) deduct from invoices submitted to COUNTY the amounts of such Pell or other Education Assistance received. At COUNTY'S sole option, COUNTY may negotiate the use of Pell or other Educational Assistance awards to meet the social service need(s) of participant(s).
- E. If CONTRACTOR fails to meet the minimum required number of students by December 31, 2009, or if expenditures fall below 20% for a cumulative time period, CONTRACTOR may be subject to reduction of funds.

V. PAYMENTS

- A. CONTRACTOR shall adhere to the approved budget as delineated in EXHIBIT D of this Agreement.
- B. CONTRACTOR shall adhere to OCWIB's invoice procedures outlined in Information Notice 02-OCWDA-64 and any subsequent updates.
- C. COUNTY shall pay to CONTRACTOR an amount equivalent to the cost per participant of the training programs identified in Exhibit D.
- D. In the event the participant does not complete said training, CONTRACTOR will reimburse the COUNTY the percentage of the training program that was not completed by the participant.

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

- E. CONTRACTOR shall not be reimbursed for students who have been referred to the One-Stop Center and other approved OCWIB Contractors after the training program has started.
- F. Documentation
CONTRACTOR shall be required to submit the following documentation to COUNTY in order to be eligible to receive payment hereunder:
 - 1. Upon enrollment of a participant hereunder, an original copy of the training voucher for said participant and a copy of the CONTRACTOR'S Enrollment Agreement Form for the participant signed by both the participant and an authorized representative of CONTRACTOR;
 - 2. To be eligible to receive payment, verification that the participant has started in the training program in which he/she is enrolled, as evidenced by time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by the COUNTY;
 - 3. In addition to the foregoing, COUNTY shall verify receipt of the participant's WIA Application/Registration Form and WIA Enrollment Form from the One-Stop Center and other approved OCWIB Contractors prior to making any payment to CONTRACTOR hereunder.
- G. Withholding Payment
 - 1. COUNTY reserves the right to withhold or refuse payment for late submission of forms including, but not limited to evidence of insurance and invoices required from CONTRACTOR and/or any referring entity.
 - 2. COUNTY reserves the right to withhold or refuse payment for any portion of services or consideration not rendered by CONTRACTOR and/or received by participant as required hereby.
- H. COUNTY reserves the right to make compensation payments to CONTRACTOR at any time during the period of this Agreement.

VI. INSURANCE

- A. Prior to the provision of training services, the CONTRACTOR agrees to purchase all required Certificates of Insurance, including all endorsements necessary to comply with the insurance provisions of the contract and to keep such insurance coverage and the certificates on deposit with County during the entire term of the contract.
- B. Failure to submit all required insurance documentation may result in the suspension of referrals and payments.

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

VII. DELIVERABLES

- A. CONTRACTOR shall submit two originally signed copies of the monthly invoice by the 20th day of each month for the previous month's expenditures of new enrollments or completion of training programs. No payments will be authorized if any preceding month's reports or invoices have not been received. CONTRACTOR shall answer any questions regarding invoices. Invoices with incorrect or disallowed costs will be returned to CONTRACTOR with an explanation.
- B. CONTRACTOR agrees that data necessary to meet service and reporting requirements implied by the terms and conditions of this Agreement, shall be collected in accordance with federal, State and OCWIB policy mandates, including but not limited to State Bulletin WIA B04-43, TEGL 3-03 Change 1, and/or any subsequent updates.
- C. CONTRACTOR shall be responsible to manage and track participant progress and outcomes in order to ensure meeting all OCWIB performance standards.
- D. CONTRACTOR shall submit monthly progress reports to the COUNTY Contract Administrator and the One-Stop Center and other approved OCWIB WIA CONTRACTORS. The report shall detail the progress of the students enrolled in the training programs identified in Exhibit B.
- E. CONTRACTOR shall respond to monitoring reports by the date indicated in the report. CONTRACTOR agrees to submit all required information on time in order to alleviate outstanding program/monitoring items, observations, concerns and findings.
- F. With the exception of information required to complete State MIS reporting requirements, if CONTRACTOR knows they will be unable to comply with required due dates for standard information requested by WIA, the CONTRACTOR must submit a letter to the appropriate party self-documenting their inability to comply.

VIII. SYSTEM SECURITY AND CONFIDENTIALITY

CONTRACTOR agrees to the following:

- A. That all applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. That the sharing of individual and client information necessary for provision of services under this Agreement, i.e.: assessment; universal intake; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.

Exhibit A
GENERAL PROGRAM REQUIREMENTS

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

- C. That no person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to applicants, participants, or customers overall.
- D. That files are kept in a secure location on site and should not be removed for any reason unless authorized by OCWIB Contract Administrator.
- E. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the OCWIA.
- F. To abide by EDD Information Bulletin #WIAB02-78 Identity Theft.

IX. NON-DISCRIMINATION AND GRIEVANCE PROCEDURES

- A. In the event individuals accessing the program file a program grievance or discrimination complaint, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. CONTRACTOR agrees to process and resolve grievances regarding their own programs. Individuals, who seek to file a grievance with respect to services funded under this Agreement about program service, or file a grievance against the CONTRACTOR, shall be subject to the WIA grievance procedures of the funding source.
- B. CONTRACTOR shall keep a current copy of their non-discrimination and grievance policy and procedure on file at the OCWIB Office at all times.
- C. CONTRACTOR shall adhere to OCWIB Information Notices 06-OCWDA-05 and 08-OCWDA-17, any subsequent updates.

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

I. SERVICES TO BE PROVIDED

If CONTRACTOR has agreed to provide classroom training services as specified in Exhibit A of the Agreement, CONTRACTOR shall provide said services in accordance with Paragraphs below:

II. SERVICE DELIVERY

CONTRACTOR must effectively and efficiently deliver short-term, high-demand training and job placement services to WIA/ARRA-enrolled job seekers as follows:

- A. All customers accessing training services must be determined WIA eligible and must participate in an assessment. Availability of funds, in conjunction with customer need and eligibility guidelines, including the OCWIB Priority of Service Policy, will determine the combination of services, including training, appropriately provided to individual customers.
- B. CONTRACTOR must be able to provide training and placement services as appropriate and within funding/eligibility guidelines:
 - 1. Individuals who meet the requirements for WIA eligibility, including the priority of services categories;
 - 2. Other individuals in need of specialized services, such as Veterans, offenders, substance abusers, individuals with multiple barriers, limited-English proficient, older adults and people with disabilities;
- C. Coordination with One-Stop Center
 - 1. CONTRACTOR shall coordinate with the One-Stop Center for referrals to the training program of choice.
 - 2. CONTRACTORS may also conduct outreach to identify potential students/trainees. Such individuals must be referred to the One-Stop Centers for WIA eligibility determination, assessment and individual service planning. Based on assessment results, One-Stop Case Managers will determine if job seekers should be referred back to the CONTRACTOR.
 - 3. CONTRACTOR shall not be reimbursed for students who have been referred to the One-Stop Center after the training program has started.
- D. CONTRACTOR shall coordinate with local businesses and employers for placement in unsubsidized employment.

III. SERVICES

CONTRACTOR shall provide group-sized classroom training and placement services for the following approved training programs:

- A. Training Programs

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

1. Customer Service Sales not to exceed 120 hours of training per participant. Cost per participant shall not exceed \$1,840.
2. Process Technology not to exceed 432 hours of training per participant. Cost per participant shall not exceed \$6,500.
3. Clerical Accounting & Bookkeeping not to exceed 192 hours of training per participant. Cost per participant shall not exceed \$2,560.

B. Placement

1. CONTRACTOR shall provide job placement services to students/trainees. Job placement is typically defined as matching job seekers with employers. CONTRACTORS will be required to provide effective job placement services to students/trainees to promote their placement into training-related employment.
2. Job placement services include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.
3. CONTRACTOR shall conduct business outreach and job development to identify appropriate employment opportunities for participants.
4. CONTRACTOR shall submit monthly progress reports to the One-Stop Center and COUNTY of placement activities for WIA participants.

IV. SERVICE STANDARDS

A. Staff Training

CONTRACTOR shall ensure that staff is trained in WIA policies and procedures as they relate to this Agreement.

B. Instructors

1. CONTRACTOR shall ensure that all instructors providing training of participants are qualified to instruct in the program and/or training component and/or curriculum.
2. CONTRACTOR shall provide the names and résumés to COUNTY of each instructor providing instruction in the training program.
3. Teaching credentials and certificates shall be kept on-file at the CONTRACTOR location(s) where the instructor teaches.

C. Placement

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

1. CONTRACTOR shall provide placement services and meet the performance standards delineated in EXHIBIT C of this Agreement.
 2. Failure of CONTRACTOR to provide to any participant the placement services following completion of training that are described herein shall be a material breach of this Agreement, for which COUNTY may seek all remedies against CONTRACTOR specified in Section 44 hereof, notwithstanding COUNTY'S earlier payment to CONTRACTOR of the full amount specified herein for such participant.
- D. Notice and Communication Requirements:
1. Where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR 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]
 2. For information and services accessed electronically, CONTRACTOR shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD07-06]]
 3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, must include the following tagline:

'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; WSD07-06]
 4. 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

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

_____(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]

5. CONTRACTOR shall submit written publications to OCWIB for approval prior to distribution.

V. SERVICE GUIDELINES

A. WIA Registration

1. WIA is not an entitlement program, and selection for a customer's participation in the program is a decision based on an assessment of the client's needs, interests, abilities, motivation, their prospects for successfully completing the program, available funding levels and priority of service policy.
2. Registration involves certifying and documenting the eligibility and priority of service of the individuals to be served, in accordance with local policies and procedures.
3. Training providers/brokers must ensure that participants in their training programs have been determined eligible for and enrolled in WIA before they begin to provide training.

B. Training Program Registration

1. CONTRACTOR shall ensure that participants referred meet the training provider's enrollment and registration requirements.
2. CONTRACTOR shall

C. File Maintenance/Documentation

A case file shall be maintained for every registered participant. At a minimum, the case file will include information and documentation of each of the following:

1. School enrollment and registration documentation
2. Referral documentation from the One-Stop Center
3. Training Voucher that has been approved by the One-Stop Center and COUNTY.
4. Progress reports, time and attendance records.
5. Job Placement activities
6. Transcripts verifying completion of program

VI. PERFORMANCE

A. Performance Measures

Contractor is required to deliver services in accordance with all specific program components, service levels and performance standards established by the OCWIB. Contractor performance will be reviewed on a

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

monthly basis. Contractor performance includes but is not limited to meeting all general program requirements, approved scope of work, WIA performance measures, enrollment plans, and expenditure plans.

1. WIA is a performance-driven system. The OCWIB is evaluated on WIA Adult and Dislocated Worker Program performance in accordance with the U.S. Department of Labor Common Measures, which include:
 - a. Entered Employment Rate
 - b. Retention Rate
 - c. Average Earnings
 2. The OCWIB expects that training contractors will contribute to the attainment of State performance goals set for each of these measures.
 3. The OCWIB Administrative Staff will monitor and measure the performance of Contractors on a regular basis. Contractors shall review and analyze performance data on an on-going basis, utilizing data management tools (such as participant rosters, customized reports, quarterly performance detail and summary reports, base wage reports, expenditures, etc.).
 4. Contractors must demonstrate that reports and statistics are used regularly as a management tool to comply with the commitment to continuous improvement. Contractors must also demonstrate that the reports and performance results are shared with the appropriate staff.
 5. Contractor's individual performance statistics are evaluated on at minimum on monthly basis.
- B. Corrective Action Plans
1. Contractors performing below the contract level on any given month on any individual performance measure will be subject to the following corrective actions:
 - a. Development and implementation of appropriate Corrective Action Plan(s) to raise performance; and
 - b. Close monitoring of subsequent performance to assess the impact of the corrective action plan(s).
 2. Failure to achieve the goals set forth in the corrective action plan may result in penalties such as de-obligation of funds or in extreme cases revocation of the contract by the OCWIB.

VII. DELIVERABLES

- A. Monthly Reports: Monthly written reports shall be submitted by the twentieth (20th) day of the month following the month being reported on.

**EXHIBIT B
STATEMENT OF WORK**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

- B. Invoices: Monthly invoices are due to the OCWIB by the twentieth (20th) calendar day of every month for expenses incurred in the preceding month.

**EXHIBIT C
PERFORMANCE REQUIREMENTS**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

If CONTRACTOR has agreed to provide training and placement services as specified in Exhibits A and B of the Agreement, CONTRACTOR shall meet the following performance goals for each training program in which WIA participants are enrolled:

Completion Rate: 90%
Placement Rate: 85%

The Completion Rate and the Placement Rate are applicable to the number of WIA participants enrolled in each program.

**EXHIBIT D
BUDGET**

**WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING**

If CONTRACTOR has agreed to provide training and placement services as specified in Exhibits A and B of the Agreement, CONTRACTOR shall adhere to the following budget. All reimbursement is on a cost-per-participant basis. CONTRACTOR shall only receive reimbursement for WIA-eligible participants that have been referred and approved to attend the training program.

**BUDGET SUMMARY
Clerical Accounting and Bookkeeping**

Activities	Grant Funds
Operational & Administrative Costs	
Salaries (non-instructor)	318.00
Benefits (non-instructor)	47.00
Rent	
Supplies	
Utilities	
Telephone	
Insurance	
Postage	
Consultant/Subcontract	640.00
Print/Media	250.00
Subtotal	1,255.00
Participant Training Costs	
Participant Tuition	
Participant Books Materials	645.00
Participant Fees	23.00
Instructor Salaries	554.00
Instructor Benefits	83.00
Instructor Materials	
Other: Guest Speakers	
Other:	
Other:	
Subtotal	1,305.00
TOTAL	2,560.00

EXHIBIT D
BUDGET

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

BUDGET SUMMARY
Customer Service and Sales

Activities	Grant Funds
Operational & Administrative Costs	
Salaries (non-instructor)	275.00
Benefits (non-instructor)	53.00
Rent	
Supplies	
Utilities	
Telephone	
Insurance	
Postage	
Consultant/Subcontract	640.00
Print/Media	250.00
Subtotal	1,218.00
Participant Training Costs	
Participant Tuition	
Participant Books Materials	82.00
Participant Fees	23.00
Instructor Salaries	450.00
Instructor Benefits	67.00
Instructor Materials	
Other: Guest Speakers	
Other:	
Other:	
Subtotal	622.00
TOTAL	1,840.00

EXHIBIT D
BUDGET

WIA COST REIMBURSEMENT AGREEMENT
WIA/ARRA HIGH-DEMAND TRAINING - CLASSROOM TRAINING

BUDGET SUMMARY
Process Technology

Activities	Grant Funds
Operational & Administrative Costs	
Salaries (non-instructor)	1,185.00
Benefits (non-instructor)	230.00
Rent	
Supplies	
Utilities	
Telephone	
Insurance	
Postage	47.00
Consultant/Subcontract	635.00
Print/Media	250.00
Subtotal	2,347.00
Participant Training Costs	
Participant Tuition	
Participant Books Materials	976.00
Participant Fees	23.00
Instructor Salaries	2,700.00
Instructor Benefits	405.00
Instructor Materials	
Other: Guest Speakers	49.00
Other:	
Other:	
Subtotal	4,153.00
TOTAL	6,500.00

Exhibit E
DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, 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 dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug 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 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, 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.

Official's Name

Orange

Date Executed

Executed in the County of

President, Board of Trustees

Contractor or Grantee Recipient Signature and Title

Exhibit F
**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

President, Board of Trustees

Title

Authorized Signature

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.

Exhibit G
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.

Coast Community College District (Coastline Community College)

Grantee/Contractor Organization

Name

President, Board of Trustees

Title

Authorized Signature

*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).

Exhibit H
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

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 _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: _____		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1;"> 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. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1; padding-left: 20px;"> Signature: _____ Print Name: _____ Title: President, Board of Trustees 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; 8890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

Exhibit I
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: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- 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."

Name

President, Board of Trustees

Title

Authorized Signature

Exhibit J

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

Social Security No.

Contract Number

\$
Dollar Value of Contract

Start Date

Expiration Date

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)

Subcontract Agreement Number DISTRICT2009.NCPACE.####

This Subcontract Agreement ("Agreement"), dated _____, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a public educational agency, located at 11460 Warner Avenue, Fountain Valley, CA 92708 ("DISTRICT") and Name of College, Address, ("INSTITUTION").

BACKGROUND

This Subcontract Agreement is issued under U.S. Government Contract N00189-09-D-Z060 ("Prime Contract") between Central Texas College ("CTC") and the U.S. Navy ("NAVY"), and the CTC Alternate Technical Proposal ("Technical Proposal") in response to solicitation No. N00189-09-R-Z020, in which DISTRICT serves as a subcontractor to CTC as the Academic Integrator responsible for the development and coordination of the Distance Learning Navy College Program for Afloat Education ("NCPACE") to establish an optimum mix of academic institutions to provide courses, degree programs and support services that meet the requirements outlined in the Technical Proposal.

DISTRICT and INSTITUTION have entered into this Agreement to define the terms pursuant to which INSTITUTION shall provide post-secondary courses, degree programs and student services to participating Sailors in support of the NCPACE program to provide distance learning courses to Sailors assigned full-time to Navy sea-duty.

INSTITUTION shall provide the courses, programs, and services described in the Statement of Work attached herein as Exhibit A and according to the terms and conditions set forth in the Agreement.

TERMS

DISTRICT and INSTITUTION agree as follows:

1. Term

a. The term of this Agreement shall commence from the date last signed below, with actual performance of task orders commencing on October 1, 2009.

b. The Prime Contract shall become effective on October 1, 2009 or date of award, whichever is later, and shall continue in effect during the period ending 12 months after date of contract, and may be extended annually for up to four (4) option years. DISTRICT may, in its sole discretion, extend the term for each option year that the Prime Contract is extended, by written notice to INSTITUTION within thirty (30) days of receipt of notification by CTC that the Prime Contract has been extended.

2. Termination

a. DISTRICT may terminate this Agreement, in whole or in part, upon expiration or termination of the Prime Contract, in whole or in part, by NAVY. Upon such expiration or termination, DISTRICT will have no further legal obligation whatsoever to INSTITUTION except to pay INSTITUTION for services provided and according to Section 4 of this Agreement.

b. Either party may terminate this Agreement, in its sole discretion, upon any material breach or default of either party to perform its obligations under this Agreement if such breach or default is not corrected to the reasonable satisfaction of the non-faulting party within seven (7) days of receipt by the faulting party of notice from the non-faulting party with respect to such a material breach or default.

c. Either party may terminate this Agreement, in whole or part, for its convenience upon ninety (90) days written notice to the other party.

d. Upon the expiration of this Agreement or its termination by either party pursuant to Section 2 of this Agreement, INSTITUTION shall, unless provided with written notice from DISTRICT to the contrary, shall take such actions as are necessary to wind up its services hereunder in a timely and orderly manner and during the wind up process shall continue to perform the services to be performed in accordance with the terms of this Agreement.

e. Except as otherwise set forth in Section 6 of this Agreement, upon termination or expiration of this Agreement, each party shall return to the other all confidential and proprietary information of the other and all data, materials, and other property held by it in connection with the performance of this Agreement.

3. Modifications

a. If, in DISTRICT's good faith reasonable judgment, DISTRICT determines that a modification to this Agreement is necessary in order to meet the Navy's expectations with respect to the Prime Contract or is in the interest of NCPACE, then, upon written notice to INSTITUTION (such notice to be accompanied by a detailed explanation of the justification for such a determination), DISTRICT shall have the right to unilaterally modify the scope of Services to be performed by INSTITUTION pursuant to this Agreement. If such a modification is likely to result, in the good faith reasonable judgment of INSTITUTION, in any increase in cost or delay in schedule, then the Parties shall mutually negotiate a revised price for the Services, or, upon any failure to reach agreement with respect to such a revised price, such a determination shall be subject to the dispute resolution procedures set forth in section 18 of this Agreement.

b. In addition, during the performance of the Prime Contract and this Agreement, DISTRICT may desire to propose a modification to CTC regarding the services to be provided under the Prime Contract, including but not limited to the Services being performed by INSTITUTION pursuant to this Agreement. If a modification to be proposed by DISTRICT is likely to affect the Services being provided by INSTITUTION under this Agreement, DISTRICT shall discuss the proposed modification with INSTITUTION and provide INSTITUTION with an opportunity to provide input and guidance regarding the proposed modification. If and to the extent that the proposed modification affects the schedule or the price or cost of performance by

INSTITUTION, INSTITUTION will be given the opportunity to provide a revised price schedule based upon the proposed modification to the Prime Contract. DISTRICT has the sole and exclusive right to determine whether it will propose modifications to CTC and the NAVY and the content of such modifications.

c. INSTITUTION acknowledges that DISTRICT will rely upon the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION with regard to proposals to be made to CTC and the NAVY and such recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION to assist DISTRICT in the development of proposals for amendment of the Prime Contract will be considered by DISTRICT to be firm commitments and representations of the accuracy of the same by INSTITUTION to support performance under the Prime Contract and this Agreement in accordance with the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION, should the NAVY accept the proposals of DISTRICT, CTC, and INSTITUTION. The agreements of the parties with regard to the modified performance shall be set forth in a bilaterally executed amendment to this Agreement.

d. If, at any time during the performance of this Agreement, INSTITUTION desires to propose a change to the Services being provided, INSTITUTION shall provide a proposal to DISTRICT regarding such changes. DISTRICT may accept or reject such proposals in its sole discretion. Upon acceptance of proposal, DISTRICT shall issue a modification to INSTITUTION.

e. Any modification issued pursuant to this Section shall be deemed incorporated into and shall constitute a formal change to this Agreement.

4. Tuition and Payment

a. INSTITUTION shall be paid for services provided pursuant to the Agreement solely on a fixed price per semester hour basis at the per semester hour tuition prices set forth in Schedule A. INSTITUTION agrees to waive any additional ordinary or special fees, including, but not limited to, application, matriculation, admissions, graduation, student activity, health, or other fees, and there shall be no separate or additional charges for degree evaluation services.

b. INSTITUTION shall notify DISTRICT in writing of any tuition increase for a subsequent contract year at least sixty (60) days prior to the expiration of the then current contract year. DISTRICT will request a contract modification from CTC and, upon approval by CTC and the NAVY, a modification shall be set forth in an executed amendment to this Agreement.

c. DISTRICT shall make payment to INSTITUTION as provided in Schedule A provided, however, that DISTRICT shall not be liable to make any payments under this Agreement unless: (i) the funds have been obligated by CTC and CTC has made such funds available to DISTRICT under the Prime Contract; (ii) CTC has so notified DISTRICT of the available funding.

d. Payment due will be calculated based on the number of semester hours

recorded in the DISTRICT Data Management Exchange Network ("DMEN"). An invoice shall be issued by DISTRICT on behalf of INSTITUTION, or by institution directly as mutually agreed upon, after a course cycle closes (according to guidelines set forth in Schedule A) and no more frequently than monthly. INSTITUTION shall have five (5) days to review and reconcile each invoice submitted prior to DISTRICT submitting to CTC for payment. It is the responsibility of the INSTITUTION to identify all discrepancies between the Invoice and the INSTITUTION's records.

e. INSTITUTION shall not invoice the NAVY, CTC or student-Sailors separately for any tuition charges and/or fees.

f. DISTRICT shall remit payment to INSTITUTION within 15 days upon receipt of payment from CTC.

5. Data Management Exchange Network ("DMEN")

a. The DMEN has been developed by DISTRICT to effectively maintain all course catalog, delivery order, enrollment, grade, graduate and invoicing data. Information shall be exchanged between DISTRICT's DMEN and INSTITUTION in a timely manner by utilizing e-mail, a secured online user interface and/or flat-file data format. DISTRICT will use Government software to enter enrollment and grade information into the Navy College Management Information System (NCMIS) during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

b. INSTITUTION acknowledges the intended purpose and flow of the DMEN, as outlined in Exhibit B attached, and agrees to utilize the DMEN in performing services under this Agreement during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

6. Proprietary Information.

During the performance of this Agreement, each Party may be provided information (including information provided by CTC and the Navy) by the other Party that such other Party considers confidential and proprietary information. Such proprietary information shall be treated as confidential and shall not be disclosed in whole or in part without the prior written consent of the party providing such information. The parties shall limit the use and circulation of such information, even within its own organization, to only the extent necessary to perform the services to be provided pursuant to this Agreement.

7. Rights in Patents, Works of Authorship and Proprietary Data

a. DISTRICT and INSTITUTION grant to each other a reciprocal, limited, non-exclusive, nontransferable, paid up and royalty-free license; without right of sublicense, to provide hypertext reference links ("Links") between the DMEN site, and the INSTITUTION's web site.

b. INSTITUTION grants DISTRICT a limited, non-exclusive, nontransferable, paid up and royalty-free license, without right of sublicense, to display the Uniform Resource Locator of INSTITUTION's web site and/or INSTITUTION's name in association with a Link.

c. Any materials or work product (including course materials) produced by

INSTITUTION at private expense will be owned by INSTITUTION. If INSTITUTION first produces technical data, computer software and computer software documentation or course materials, other than at its own private expense (e.g., the cost is reimbursed by DISTRICT, CTC, or the Navy), the INSTITUTION shall grant to DISTRICT the rights required by the FAR, the Defense Federal Acquisition, Supplement ("DFARS"), other regulations and the Prime Contract ("Intellectual Property Rights"), including unlimited rights to the Government where appropriate. In addition, INSTITUTION grants to DISTRICT a non-exclusive, paid up, royalty free license to use, copy, create derivative works from and to practice any methods embodied in any deliverables, materials or inventions first produced or reduced to practice in the performance of this Agreement other than deliverables, materials or inventions produced or reduced to practice, as the case may be, at private expense. To the extent that any preexisting materials of INSTITUTION (developed at private expense as provided in the FAR and DFARS) are contained in the deliverables delivered to DISTRICT, CTC or Navy hereunder, INSTITUTION shall grant to DISTRICT a non-exclusive, paid up, royalty free license to use such preexisting materials for the sole purpose of completing all work under this Agreement and the Prime Contract, including without limitation permitting CTC and Navy to use such materials for the purposes described in the Prime Contract. Such licenses include the right to use, execute, reproduce, display, perform, distribute (internally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof as necessary to complete the work under this Agreement and the Prime Contract.

d. Subject to the rights granted to the Navy, CTC and DISTRICT above, all inventions, works of authorship and other proprietary technical data (as well as copyrights, patents and similar rights attendant thereto):

i. conceived or reduced to practice, or, in the cases of works of authorship, authored solely by employees of, or persons under contract to either Party, shall be owned exclusively by that Party; and

ii. conceived or reduced to practice, or, in the cases of works of authorship, authored jointly by the parties shall be owned as determined by the parties' good faith negotiations to establish their respective rights. Failing agreement, each Party shall have an equal undivided one-half interest in the inventions, works of authorship, proprietary technical data, copyrights or patents and shall be entitled to use such inventions, works of authorship, and other proprietary technical data in accordance with such joint ownership rights, without an obligation to account.

e. DISTRICT and INSTITUTION acknowledge and agree that DISTRICT shall retain all rights to the DMEN developed in support of NCPACE and the domain name "WWW.DLNCPACE.COM."

8. Independent Contractor

a. INSTITUTION acknowledges and agrees that it is an independent contractor whose employees or agents, if any, are not employees or agents of DISTRICT for any purpose, including but not limited to federal, state or local unemployment insurance laws, old age benefits, Social Security Law, workmen's compensation law, tax laws or any other industrial law and are not eligible for any of the benefits to which employees of DISTRICT are eligible.

b. INSTITUTION is solely and exclusively liable for the payment of: (i) all expenses incurred in and for all claims for damages arising out of or in connection with the

performance by INSTITUTION of the Services under this Agreement; and (ii) all required federal, state, and, local income, employment, unemployment, property, excise, sales and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

9. Publicity.

INSTITUTION will not disclose any information or make any news release, public announcement, advertisement or other form of publicity concerning this Agreement, the Prime Contract or its efforts in connection herewith or therewith, without DISTRICT's prior written consent, which DISTRICT may grant or withhold in its sole discretion.

10. Assignment.

This Agreement may not be assigned by INSTITUTION without the prior written consent of DISTRICT, which consent may be withheld by DISTRICT in its sole and absolute discretion.

11. Quality Assurance.

a. INSTITUTION acknowledges that the Prime Contractor must provide a Quality Control Plan (QCP) to the Navy no more than 30 days after contract award. The government's requirements of the QCP are listed in Exhibit A, section 27. DISTRICT shall provide a copy of the QCP to INSTITUTION upon its availability and INSTITUTION shall accept all relevant terms and provisions set forth in the QCP unless INSTITUTION notifies DISTRICT, in writing, of concerns about compliance within 30-days of receipt of the QCP. INSTITUTION also acknowledges that the services it provides under the terms of this Agreement shall be consistent with the accreditation standards adhered to on its home campus. Failure to meet these standards shall be considered a material breach of this Agreement.

b. INSTITUTION acknowledges and agrees to the terms and provisions of the DISTRICT Quality Assurance document attached herein as Exhibit C.

12. Administrative Supervision and Liaison

a. DISTRICT and INSTITUTION shall provide administrative supervision and liaison with each other in the performance of this Agreement.

b. The Program Manager for the DISTRICT will be Joycelyn Groot, Dean of Military/Contract Education Programs, (714) 241-6161; Secondary contact shall be Patti Dessero, Military Programs Manager, (714) 241-6291.

c. The Program Manager for INSTITUTION shall be NAME, TITLE, PHONE. Secondary contact shall be NAME, TITLE, PHONE.

13. Non Discrimination.

Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/

or medical condition.

14. Hold Harmless

COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

15. Entire Agreement.

Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

16. Choice of Law and Venue.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited, to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of the resident venue of the party against which such action is brought.

17. Limitation of Liability.

Notwithstanding anything to the contrary to the extent allowed by law neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

18. Dispute Resolution

A. Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B. Mediation: In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the parties agree that as a condition precedent to and before filing any legal action including any demand for arbitration the parties shall submit the dispute to nonbinding mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining party must contact JAMS or Judicate West to schedule the conference. The parties may agree on a mediator from the JAMS or Judicate West panel. If they are unable to agree JAMS or Judicate West will provide a list of three available mediators and each party may strike one. The remaining mediator will serve as the mediator at the mediation conference. Neither party may initiate legal action until mediation is completed. Each party shall pay one-half of the costs of such mediation. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

19. Notice.

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: Attn: Joycelyn Groot
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

With a copy to: Attn: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

To INSTITUTION:

and/or such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

19. Each individual executing this Agreement on behalf of INSTITUTION represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the INSTITUTION and that this Agreement is binding on INSTITUTION.

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)
a Public Educational Agency

ECPI College Of Technology

By:

President, Board of Trustees
Date: _____

Title:
Date: _____

////



COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)

Subcontract Agreement Number 2009.NCPACE.####

This Subcontract Agreement ("Agreement"), dated _____, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a public educational agency, located at 11460 Warner Avenue, Fountain Valley, CA 92708 ("DISTRICT") and Name of College, Address, ("INSTITUTION").

BACKGROUND

This Subcontract Agreement is issued under U.S. Government Contract N00189-09-D-Z060 ("Prime Contract") between Central Texas College ("CTC") and the U.S. Navy ("NAVY"), and the CTC Alternate Technical Proposal ("Technical Proposal") in response to solicitation No. N00189-09-R-Z020, in which DISTRICT serves as a subcontractor to CTC as the Academic Integrator responsible for the development and coordination of the Distance Learning Navy College Program for Afloat Education ("NCPACE") to establish an optimum mix of academic institutions to provide courses, degree programs and support services that meet the requirements outlined in the Technical Proposal.

DISTRICT and INSTITUTION have entered into this Agreement to define the terms pursuant to which INSTITUTION shall provide post-secondary courses, degree programs and student services to participating Sailors in support of the NCPACE program to provide distance learning courses to Sailors assigned full-time to Navy sea-duty.

INSTITUTION shall provide the courses, programs, and services described in the Statement of Work attached herein as Exhibit A and according to the terms and conditions set forth in the Agreement.

TERMS

DISTRICT and INSTITUTION agree as follows:

1. Term

a. The term of this Agreement shall commence from the date last signed below, with actual performance of task orders commencing on October 1, 2009.

b. The base year for the Prime Contract shall be from October 1, 2009 to September 30, 2010 and may be extended annually for up to four (4) option years. DISTRICT may, in its sole discretion, extend the term of this Agreement for each option year that the Prime Contract is extended, by written notice to INSTITUTION within thirty (30) days of receipt of notification by CTC that the Prime Contract has been extended.

2. Termination

a. DISTRICT may terminate this Agreement, in whole or in part, upon expiration or termination of the Prime Contract, in whole or in part, by NAVY. Upon such expiration or termination, DISTRICT will have no further legal obligation whatsoever to INSTITUTION except to pay INSTITUTION for services provided and according to Section 4 of this Agreement.

b. Either party may terminate this Agreement, in its sole discretion, upon any material breach or default of either party to perform its obligations under this Agreement if such breach or default is not corrected to the reasonable satisfaction of the non-faulting party within seven (7) days of receipt by the faulting party of notice from the non-faulting party with respect to such a material breach or default.

c. Either party may terminate this Agreement, in whole or part, for its convenience upon ninety (90) days written notice to the other party.

d. Upon the expiration of this Agreement or its termination by either party pursuant to Section 2 of this Agreement, INSTITUTION shall, unless provided with written notice from DISTRICT to the contrary, shall take such actions as are necessary to wind up its services hereunder in a timely and orderly manner and during the wind up process shall continue to perform the services to be performed in accordance with the terms of this Agreement.

e. Except as otherwise set forth in Section 6 of this Agreement, upon termination or expiration of this Agreement, each party shall return to the other all confidential and proprietary information of the other and all data, materials, and other property held by it in connection with the performance of this Agreement.

3. Modifications

a. If, in DISTRICT's good faith reasonable judgment, DISTRICT determines that a modification to this Agreement is necessary in order to meet the Navy's expectations with respect to the Prime Contract or is in the interest of NCPACE, then, upon written notice to INSTITUTION (such notice to be accompanied by a detailed explanation of the justification for such a determination), DISTRICT shall have the right to unilaterally modify the scope of Services to be performed by INSTITUTION pursuant to this Agreement. If such a modification is likely to result, in the good faith reasonable judgment of INSTITUTION, in any increase in cost or delay in schedule, then the Parties shall mutually negotiate a revised price for the Services, or, upon any failure to reach agreement with respect to such a revised price, such a determination shall be subject to the dispute resolution procedures set forth in section 18 of this Agreement.

b. In addition, during the performance of the Prime Contract and this Agreement, DISTRICT may desire to propose a modification to CTC regarding the services to be provided under the Prime Contract, including but not limited to the Services being performed by INSTITUTION pursuant to this Agreement. If a modification to be proposed by DISTRICT is likely to affect the Services being provided by INSTITUTION under this Agreement, DISTRICT shall discuss the proposed modification with INSTITUTION and provide INSTITUTION with an opportunity to provide input and guidance regarding the proposed modification. If and to the extent that the proposed modification affects the schedule or the price or cost of performance by

INSTITUTION, INSTITUTION will be given the opportunity to provide a revised price schedule based upon the proposed modification to the Prime Contract. DISTRICT has the sole and exclusive right to determine whether it will propose modifications to CTC and the NAVY and the content of such modifications.

c. INSTITUTION acknowledges that DISTRICT will rely upon the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION with regard to proposals to be made to CTC and the NAVY and such recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION to assist DISTRICT in the development of proposals for amendment of the Prime Contract will be considered by DISTRICT to be firm commitments and representations of the accuracy of the same by INSTITUTION to support performance under the Prime Contract and this Agreement in accordance with the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION, should the NAVY accept the proposals of DISTRICT, CTC, and INSTITUTION. The agreements of the parties with regard to the modified performance shall be set forth in a bilaterally executed amendment to this Agreement.

d. If, at any time during the performance of this Agreement, INSTITUTION desires to propose a change to the Services being provided, INSTITUTION shall provide a proposal to DISTRICT regarding such changes. DISTRICT may accept or reject such proposals in its sole discretion. Upon acceptance of proposal, DISTRICT shall issue a modification to INSTITUTION.

e. Any modification issued pursuant to this Section shall be deemed incorporated into and shall constitute a formal change to this Agreement.

4. Tuition and Payment

a. INSTITUTION shall be paid for services provided pursuant to the Agreement solely on a fixed price per semester hour basis at the per semester hour tuition prices set forth in Schedule A. INSTITUTION agrees to waive any additional ordinary or special fees, including, but not limited to, application, matriculation, admissions, graduation, student activity, health, or other fees, and there shall be no separate or additional charges for degree evaluation services.

b. INSTITUTION shall notify DISTRICT in writing of any tuition increase for a subsequent contract year at least sixty (60) days prior to the expiration of the then current contract year. DISTRICT will request a contract modification from CTC and, upon approval by CTC and the NAVY, a modification shall be set forth in an executed amendment to this Agreement.

c. DISTRICT shall make payment to INSTITUTION as provided in Schedule A provided, however, that DISTRICT shall not be liable to make any payments under this Agreement unless: (i) the funds have been obligated by CTC and CTC has made such funds available to DISTRICT under the Prime Contract; (ii) CTC has so notified DISTRICT of the available funding.

d. Payment due will be calculated based on the number of semester hours

recorded in the DISTRICT Data Management Exchange Network ("DMEN"). An invoice shall be issued by DISTRICT on behalf of INSTITUTION, or by institution directly as mutually agreed upon, after a course cycle closes (according to guidelines set forth in Schedule A) and no more frequently than monthly. INSTITUTION shall have five (5) days to review and reconcile each invoice submitted prior to DISTRICT submitting to CTC for payment. It is the responsibility of the INSTITUTION to identify all discrepancies between the Invoice and the INSTITUTION's records.

e. INSTITUTION shall not invoice the NAVY, CTC or student-Sailors separately for any tuition charges and/or fees.

f. DISTRICT shall remit payment to INSTITUTION within 15 days upon receipt of payment from CTC.

5. Data Management Exchange Network ("DMEN")

a. The DMEN has been developed by DISTRICT to effectively maintain all course catalog, delivery order, enrollment, grade, graduate and invoicing data. Information shall be exchanged between DISTRICT's DMEN and INSTITUTION in a timely manner by utilizing e-mail, a secured online user interface and/or flat-file data format. DISTRICT will use Government software to enter enrollment and grade information into the Navy College Management Information System (NCMIS) during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

b. INSTITUTION agrees to utilize the DMEN in performing services under this Agreement during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

c. INSTITUTION agrees to maintain the security and confidentiality of all student records accessed during the performance of this agreement according to the standards set forth in Exhibit B.

6. Proprietary Information.

During the performance of this Agreement, each Party may be provided information (including information provided by CTC and the Navy) by the other Party that such other Party considers confidential and proprietary information. Except as otherwise required by law, such proprietary information shall be treated as confidential and shall not be disclosed in whole or in part without the prior written consent of the party providing such information. Except as otherwise required by law, the parties shall limit the use and circulation of such information, even within its own organization, to only the extent necessary to perform the services to be provided pursuant to this Agreement.

7. Rights in Patents, Works of Authorship and Proprietary Data

a. DISTRICT and INSTITUTION grant to each other a reciprocal, limited, non-exclusive, nontransferable, paid up and royalty-free license; without right of sublicense, to provide hypertext reference links ("Links") between the DMEN site, and the INSTITUTION's web site.

b. INSTITUTION grants DISTRICT a limited, non-exclusive, nontransferable, paid up and royalty-free license, without right of sublicense, to display the Uniform Resource Locator of INSTITUTION's web site and/or INSTITUTION's name in association with a Link.

c. Any materials or work product (including course materials) produced by INSTITUTION at private expense will be owned by INSTITUTION. If INSTITUTION first produces technical data, computer software and computer software documentation or course materials, other than at its own private expense (e.g., the cost is reimbursed by DISTRICT, CTC, or the Navy), the INSTITUTION shall grant to DISTRICT the rights required by the FAR, the Defense Federal Acquisition, Supplement ("DFARS"), other regulations and the Prime Contract ("Intellectual Property Rights"), including unlimited rights to the Government where appropriate. In addition, INSTITUTION grants to DISTRICT a non-exclusive, paid up, royalty free license to use, copy, create derivative works from and to practice any methods embodied in any deliverables, materials or inventions first produced or reduced to practice in the performance of this Agreement other than deliverables, materials or inventions produced or reduced to practice, as the case may be, at private expense. To the extent that any preexisting materials of INSTITUTION (developed at private expense as provided in the FAR and DFARS) are contained in the deliverables delivered to DISTRICT, CTC or Navy hereunder, INSTITUTION shall grant to DISTRICT a non-exclusive, paid up, royalty free license to use such preexisting materials for the sole purpose of completing all work under this Agreement and the Prime Contract, including without limitation permitting CTC and Navy to use such materials for the purposes described in the Prime Contract. Such licenses include the right to use, execute, reproduce, display, perform, distribute (internally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof as necessary to complete the work under this Agreement and the Prime Contract.

d. Subject to the rights granted to the Navy, CTC and DISTRICT above, all inventions, works of authorship and other proprietary technical data (as well as copyrights, patents and similar rights attendant thereto):

i. conceived or reduced to practice, or, in the cases of works of authorship, authored solely by employees of, or persons under contract to either Party, shall be owned exclusively by that Party; and

ii. conceived or reduced to practice, or, in the cases of works of authorship, authored jointly by the parties shall be owned as determined by the parties' good faith negotiations to establish their respective rights. Failing agreement, each Party shall have an equal undivided one-half interest in the inventions, works of authorship, proprietary technical data, copyrights or patents and shall be entitled to use such inventions, works of authorship, and other proprietary technical data in accordance with such joint ownership rights, without an obligation to account.

e. DISTRICT and INSTITUTION acknowledge and agree that DISTRICT shall retain all rights to the DMEN developed in support of NCPACE and the domain name "WWW.DLNCPACE.COM."

8. Independent Contractor

a. INSTITUTION acknowledges and agrees that it is an independent contractor whose employees or agents, if any, are not employees or agents of DISTRICT for any purpose, including but not limited to federal, state or local unemployment insurance laws, old

age benefits, Social Security Law, workmen's compensation law, tax laws or any other industrial law and are not eligible for any of the benefits to which employees of DISTRICT are eligible.

b. INSTITUTION is solely and exclusively liable for the payment of: (i) all expenses incurred in and for all claims for damages arising out of or in connection with the performance by INSTITUTION of the Services under this Agreement; and (ii) all required federal, state, and, local income, employment, unemployment, property, excise, sales and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

9. Publicity.

INSTITUTION will not disclose any information or make any news release, public announcement, advertisement or other form of publicity concerning this Agreement, the Prime Contract or its efforts in connection herewith or therewith, without DISTRICT's prior written consent, which DISTRICT may grant or withhold in its sole discretion.

10. Assignment.

This Agreement may not be assigned by INSTITUTION without the prior written consent of DISTRICT, which consent may be withheld by DISTRICT in its sole and absolute discretion.

11. Quality Assurance.

a. INSTITUTION acknowledges that the Prime Contractor must provide a Quality Control Plan (QCP) to the Navy no more than 30 days after contract award. The government's requirements of the QCP are listed in Exhibit A, section C.12. DISTRICT shall provide a copy of the QCP to INSTITUTION upon its availability and INSTITUTION shall accept all relevant terms and provisions set forth in the QCP unless INSTITUTION notifies DISTRICT, in writing, of concerns about compliance within 30-days of receipt of the QCP. INSTITUTION also acknowledges that the services it provides under the terms of this Agreement shall be consistent with the accreditation standards adhered to on its home campus. Failure to meet these standards shall be considered a material breach of this Agreement.

b. INSTITUTION acknowledges and agrees to the terms and provisions of the DISTRICT Quality Assurance document attached herein as Exhibit C.

12. Administrative Supervision and Liaison

a. DISTRICT and INSTITUTION shall provide administrative supervision and liaison with each other in the performance of this Agreement.

b. The Program Manager for the DISTRICT will be Joycelyn Groot, Dean of Military/Contract Education Programs, (714) 241-6161; Secondary contact shall be Patti Dessero, Military Programs Manager, (714) 241-6291.

c. The Program Manager for INSTITUTION shall be NAME, TITLE, PHONE. Secondary contact shall be NAME, TITLE, PHONE.

13. Non Discrimination.

Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

14. Hold Harmless

INSTITUTION agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

15. Entire Agreement.

Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

16. Choice of Law and Venue.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited, to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of the resident venue of the party against which such action is brought.

17. Limitation of Liability.

Notwithstanding anything to the contrary to the extent allowed by law neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) except if due to a party's negligence or other wrongdoing.

18. Dispute Resolution

A. Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B. Mediation: In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the parties agree that as a condition precedent to and before filing any legal action including any demand for arbitration the parties shall submit the dispute to nonbinding mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining party must contact JAMS or Judicate West to schedule the conference. The parties may agree on a mediator from the JAMS or Judicate West panel. If they are unable to agree JAMS or Judicate West will provide a list of three available mediators and each party may strike one. The remaining mediator will serve as the mediator at the mediation conference. Neither party may initiate legal action until mediation is completed. Each party shall pay one-half of the costs of such mediation. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

19. Notice.

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: Attn: Joycelyn Groot
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

With a copy to: Attn: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

To INSTITUTION:

and/or such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

19. Each individual executing this Agreement on behalf of INSTITUTION represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the INSTITUTION and that this Agreement is binding on INSTITUTION.

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)
a Public Educational Agency

INSTITUTION

By: _____

President, Board of Trustees

Date: _____

By: _____

Title: _____

Date: _____

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Section C - Descriptions and Specifications

SECTION C**SECTION C****Navy College Program for Afloat College Education (NCPACE)****Distance Learning (DL)****Statement of Work****C.1. INTRODUCTION:**

C.1.1. The Navy's NCPACE program offers participating Sailors (officers and enlisted) high quality learning opportunities and experiences from post secondary institutions accredited by an accrediting body recognized by the Department of Education. The Center for Personal and Professional Development (CPPD) located in Dam Neck, Virginia is responsible for developing, executing and administering NCPACE. The Navy desires that the contractor provide Distance Learning courses to Sailors permanently assigned to Navy sea-duty Unit Identification Codes (UIC) to accomplish the goals of NCPACE. The program must be student-centric, student friendly, appropriate to the distinctive and varying circumstances of sea-going Sailors and focused on degree completion. Sailors shall be able to initiate, continue and/or complete course work associated with degree requirements.

C.2. BACKGROUND:

C.2.1.1. Under previous NCPACE educational service contracts, the Navy has offered academic skills, undergraduate and graduate level courses to Sailors assigned full-time to ships, and to Sailors who travel between ship and shore (those in deployable, sea-going UIC's). The Navy uses two primary delivery methods for providing onboard educational opportunities to Sailors. Instructor Led (IL) courses are taught by resident instructors for ships able to berth civilian instructors. Distance Learning (DL) courses are provided for all ships regardless of whether they can berth instructors.

C.2.1.2. Providing educational access to seagoing Sailors is not new for the Navy. In the early 1970s, the Navy provided Sailors aboard Polaris submarines educational films for viewing during "off watch" hours. The University of South Carolina and Harvard were the first universities to offer college courses by this means to shipboard Sailors. In 1973, the Navy allowed civilian instructors to ride and teach on selected surface ships home ported in Norfolk, Virginia. By 1974, with the advent of the All-Volunteer Force, the Navy's Program for Afloat College Education (PACE) was established.

C.2.1.3. Currently, some form of NCPACE is available to active U.S. Navy ship, about a dozen USNS ships, and all commands with sea-going UIC's. At the end of Fiscal Year (FY) 2007, NCPACE enrollments in Distance Learning exceeded 11,000 for approximately 400 afloat commands.

C.3. DEFINITIONS:

C.3.1. **ASSET** — A series of placement tests developed by ACT. ASSET has three tests of basic skills writing, reading and numerical reasoning plus more advanced tests in algebra and geometry.

C.3.2. **ASVAB Test** - The Armed Services Vocational Aptitude Battery (ASVAB) is a basic test given to new recruits. Subtest scores include those for Word Knowledge (WK), Arithmetic Reasoning (AR), and Paragraph Comprehension (PC) among others.

C.3.3. **Command Brief** - A marketing and publicity briefing provided by Navy College Office staff to high level command personnel to include the Commanding Officer, Executive Officer, Command Master

Chief, Education Services Officer, and the NCPACE Point of Contact in order to deliver overall NCPACE information.

C.3.4. Command Education Plan - A listing of proposed students and courses recommended for future NCPACE participation provided to commands by Navy College Office staff during Orientation Services. The listing shall also indicate proposed term dates and the number of projected instructors who will require shipboard berthing.

C.3.5. Completion Rate - Individuals completing courses with passing grades divided by all students enrolled.

C.3.6. Contracting Officer's Representative (COR) — A Government official who provides technical direction and discussion, as necessary, with respect to the specifications or statement of work and monitors the progress and quality of contractor performance. Section 11.3 of the contract provides additional information on the appointment and duties of the COR.

C.3.7. Contractor — The offeror selected to deliver Distance Learning courses under this contract.

C.3.8. CONUS - Continental United States. This includes the 48 contiguous states.

C.3.9. Cycle Number — The unique number assigned by the Ordering Officer that delineates credit hours and tuition amounts by institutions in a DL delivery order. The cycle number is a key reference number in verification of services received and payment of invoices.

C.3.10. Delivery Order — The document issued by the Ordering Officer that authorizes the contractor to provide educational services to the Navy. The delivery order depicts required courses/credit hours, term dates, funding for tuition, etc.

C.3.11. Crew Brief - A briefing for command personnel designed to provide comprehensive information about NCPACE that includes what it can do, how it works, and what educational delivery options can be provided. The Navy College Office staff shall provide the crew briefings during Orientation Services.

C.3.12. Drop/Add Period — The period of time students may drop or add courses, for any reason, without penalty to the Government. For DL methods of delivery, the drop/add period shall be 14 calendar days from the start date as set out in the delivery order for all ships with the exception of deployed submarines. For deployed submarines, the drop/add period shall be 30 calendar days from the start date. Students dropping a course within the authorized period will not be reflected on the final roster.

C.3.13. Educational Needs Assessment - Survey conducted by Navy College Office Staff members or shipboard ESO to determine courses in which command personnel want to enroll under NCPACE. The Needs Assessment is summarized for the command by the Navy College Office staff as part of the Command Education Plan.

C.3.14. Educational Services Officer (ESO) — The primary point of contact for the command's NCPACE program.

C.3.15. Enrollment — A student whose name, rate/rank, social security number, educational institution and course number appears on the initial course roster submitted to NETPDTC.

C.3.16. Grades - Academic Skills course status shall be indicated with E (Exit) for Completion or NC for Non-Completion. College courses are assigned grades to include A,B,C,D,F,W,Wx and I. The grade of Wx is to be a withdrawal for Navy related requirements supported by the Commanding Officer. When a grade of Wx is given, the command shall identify the reason for withdrawal (Transfer, Duty, Medical or Emergency). Passing grades shall be A, B, C, or D and are the only grades to be included in the course completion statistics.

C.3.17. Hardware - Any electronic equipment used to deliver educational services.

C.3.18. Military Environment - The Navy's culture and tradition as it relates to daily activities and life onboard a U.S. Navy ship or Naval installations.

C.3.19. Navy College Management Information System (NCMIS) — The Navy's Voluntary Education database used to track tuition assistance usage, NCPACE participation, and other voluntary education program statistics. NCMIS contains a procurement module that generates NCPACE delivery orders and modifications.

C.3.20. Navy College Office (NCO) Staff - A network of civilian staff members who manage local education office, administer on-base voluntary education programs and coordinates NCPACE. The staff provides support in marketing NCPACE and in conducting Orientation Services. One member of the staff is assigned as Technical Assistant to the COR to assist in monitoring the delivery of NCPACE services. At the time of award, the Government shall provide a current listing of each NCO and its staff.

C.3.21. Navy College Program (NCP) — A voluntary off-duty educational program that provided Sailors the opportunity to earn college degrees through the receipt of academic credit for Navy training, work experience and off-duty education. These programs consist of numerous components that allow and encourage all Sailors to continue their education for professional and personal development and to achieve their lifelong learning goals.

C.3.22. Navy College Program Distance Learning Partnership (NCPDLP) — The Navy's educational opportunities for higher education and lifelong learning with degrees offered through distance learning. Under the NCPDLP, each Navy rate has a Partner Institution offering associate and bachelor's degree that is rate related.

C.3.23. Navy College Program for Afloat College Education (NCPACE) — The program that enables Sailors assigned to Navy sea duty UIC to receive tuition-free academic skills and college courses.

C.3.24. Naval Education & Training Professional Development & Technology Center (NETPDTC) — The activity responsible for executing delivery orders for NCPACE.

C.3.25. OCONUS - Outside Continental United States. This includes Alaska, Hawaii, Puerto Rico, and all overseas locations.

C.3.26. Ordering Officer - The Navy official responsible for the issuance of all NCPACE delivery orders and delivery order modifications under this contract.

C.3.27. Orientation Services - A series of events, conducted by Navy College Office staff, beginning with a command level briefing and culminating in the presentation of a Command Education Plan to a Commanding Officer. Events include, but are not limited to, a command briefing, crew briefings, placement testing and individual counseling for crewmembers interested in participating in NCPACE.

C.3.28. Servicemembers Opportunity Colleges Navy (SOCNAV) - A worldwide consortium of colleges and universities that provide educational opportunities to Sailors and whose members agree to accept traditional and non-traditional academic credits attained through testing, military training and other learning experiences.

C.3.29 Successful Completion - Enrollments resulting in a passing grade of "A", "B", "C", or "D". Grades of "F" and "I" are not considered as passing grades and therefore not counted as successful completions.

C.3.30. Test of Adult Basic Education (TABE) - Norm-referenced tests designed to measure achievement of basic skills commonly found in adult education curricula and taught in instructional programs. Content areas measured are reading, language, mathematics, and spelling. TABE materials are exclusively available from CTB/McGraw-Hill.

C.3.31 Unit Identification Code (UIC) - The number assigned to serve as permanent identification of a Navy command.

C.4. PROGRAM ELIGIBILITY

C.4.1. Eligibility Requirements: Eligibility requirements for participation in the Distance Learning NCPACE program are as follows:

C.4.1.1. U.S. Naval vessels and deployable squadrons assigned a Unit Identification Code (UIC) with a sea duty type code of 2 or 4. Only U.S. Navy personnel permanently assigned to those commands including U.S. Marine Corps personnel assigned as ship's company are eligible to participate in NCPACE. Navy personnel on temporary assignment to the command may be eligible to participate as long as they have sufficient time to complete course work while assigned to the command.

C.4.1.2. All active duty personnel assigned to U.S. Naval Ships (USNS) under the cognizance of the Military Sealift Command (MSC) are eligible to participate in NCPACE Distance Learning.

C.4.1.3. To be eligible to participate in NCPACE DL, first time enrollees must be counseled by NCO staff and are limited to only one course during the first term. After successful completion of first DL course, Sailors are authorized to enroll in a maximum of two courses per term.

C.4.1.4. The Navy has waived NCPACE program eligibility requirements for Individual Augmentee (IA) Sailors stationed OCONUS. The IA Sailor must be active duty (Reservist must be on active duty for at least 120 days). To participate in NCPACE, IA Sailors must have orders reflecting IA status and be serving a tour as an IA for at least 90 days. IA Sailors are limited to one course per term.

C.4.2. Eligibility to participate in NCPACE is solely at the discretion of the Navy and may be changed at any time.

C.5. INSTITUTION AND ACCREDITATION REQUIREMENTS

C.5.1. The contractor must be an educational institution, a consortium of educational institutions or a commercial entity whose core business is providing educational services.

C.5.2. All DL courses provided under this contract shall be offered by colleges/universities accredited by an accrediting body recognized by the Department of Education. The source of authority for accreditation status is the latest edition of Accredited Institutions of Postsecondary Education published for the Council for Higher Education Accreditation by the American Council on Education.

C.5.3. All DL provider institutions offering undergraduate courses shall be members of Servicemembers Opportunity Colleges Navy (SOCNAV). Provisional admission to SOCNAV will be accepted provided full status is granted during the contract year. Membership to Navy College Program Distance Learning Partnership is preferred but not required.

C.6. CURRICULUM REQUIREMENTS

C.6.1. Contractor shall provide DL courses to include:

C.6.2. College Courses: All college courses shall have credit granted in semester hours/quarter hours. Students may request official transcripts from the college awarding credit after grades are awarded. NCPACE courses shall appear on the college transcript like any other resident college course. The transcript shall not indicate the coursework was completed through NCPACE.

C.6.3. The term for duration of Distance Learning courses shall be 90 days. The Ordering Officer may approve either a 30-day extensions or a 60-day extension if sufficient justification is provided by the command. Following the 60-day term extension, if the student still has not completed all required coursework, the institution may, at their discretion, place the student in an "incomplete" status during which time the student will receive a grade of "I". A

student may not remain in an incomplete status for more than 60 days. Students receiving a grade of "F" will not be allowed to re-enroll in the same course.

C.6.4. The following minimum number of degree programs at each level is required:

C.6.4.1. Associate Degree - At a minimum, a complete associate degree program in general/liberal studies shall be provided. The contractor shall have a minimum inventory of 60 different lower level courses available at all times. Additional degree programs shall be submitted for review by the offeror.

C.6.4.2. Bachelor Degree - At a minimum, a baccalaureate degree program in liberal studies shall be provided. The contractor shall have a minimum inventory of 30 different upper level courses available at all times. Additional degree programs shall be submitted for review by the offeror.

C.6.4.3. Graduate Courses - At minimum, graduate level courses in the field of Information Systems/Technology Management, Operations Management, Financial Management and Business Management shall be provided. The contractor shall have a minimum inventory of 15 graduate level courses available at all times. Additional graduate degree programs shall be submitted for review by the offeror.

C.6.5. Adding or deleting degree programs or courses shall require prior written approval by Center for Personal and Professional Development.

C.6.6 College Course Catalog (CDRL A001) - The contractor shall develop a course catalog that reflects all Distance Learning college courses offered under NCPACE. The contractor shall coordinate course offerings with the Center for Personal and Professional Development prior to developing the NCPACE course catalog. Course catalog shall be provided to the COR for review and approval within 30 days after contract award. The contractor shall update the catalog annually or when necessary to reflect changes to the DL courses available to Sailors under this contract. Format of the catalog is at the discretion of the contractor. At a minimum, the catalog shall list the following:

C.6.6.1 Participating institutions and programs.

C.6.6.2 Statement of accreditation for each participating institution.

C.6.6.3 Degree roadmap for degree offered.

C.6.6.4 List and prices of courses.

C.6.6.5 List of courses requiring placement tests and/or pre-requisites.

C.6.6.6 Pre-requisites must be identified for each course requiring one.

C.6.7. Servicemembers Opportunity Colleges Navy (SOCNAV). All participating institutions shall issue a SOCNAV agreement to students upon completion of 6 SH with the degree granting institution. Copies of SOCNAV agreement shall be provided electronically to the Navy College Office servicing the sea-going command.

C.7 NCPACE OPERATIONS - GOVERNMENT RESPONSIBILITIES

C.7.1. The Government, through Navy College Offices, shall publicize and market NCPACE services to all eligible commands.

C.7.2. Navy College Office staff shall conduct NCPACE Orientation Services for commands wishing to participate in the NCPACE. Using the results of the Orientation Service, the Navy College Office staff shall design the command's education plan, including course recommendations. ASSET will be used as the placement test for English and Math and will be administered by Navy College Office staff. Placement testing, if required, will be

provided to command members during this Orientation Services period. Recommended courses will be directly correlated to individual goals, Navy College Rating Partners' degree roadmaps, SOCNAV Agreements and to officer educational plans as applicable. Responsibility for Orientation Services shall solely rest with the Government through the Navy College Office.

C.7.3. Commands desiring NCPACE services shall first submit their request to the appropriate Navy College Office for coordination. After NCO coordination is complete, the command shall submit their request to the Ordering Officer 30 calendar days prior to the command's scheduled deployment date. The Ordering Officer shall coordinate the request with command personnel, Navy College Office staff and contractor representatives as required and then issue a delivery order or delivery order modification for performance of NCPACE DL educational services. After issuance of the delivery order, the command will coordinate courseware/equipment load state with the contractor.

C.7.4. Upon award of the Delivery Order for the requested NCPACE courses, the Ordering Officer shall notify the Contractor of the following:

C.7.4.1. Course title, number and cycle number

C.7.4.2. Course term beginning dates and term ending dates

C.7.4.3. Expected number of enrollments

C.7.4.4. Navy College Office POC, site location, delivery point and required date for textbooks and materials

C.7.4.5. Ship's POC, mailing address, and email address

C.7.5. There is not a minimum number of DL course enrollments that must be ordered on a single delivery order unless the command elects to use contractor provided equipment. If contractor provided equipment is requested by the command, the delivery order shall reflect a minimum of five (5) DL enrollments. When contractor equipment is requested by the command, it shall be provided at a ratio of one laptop computer per 15 students.

C.7.5.1. Secure Storage – The Government shall be the custodian for contractor provided equipment and will provide a secure onboard area for this equipment.

C.7.6. The Government shall provide the Contractor access to the Navy College Management Information System (NCMIS) database via the Internet to be used for inputting all DL enrollment data. The Government shall input the initial enrollment data. The Contractor shall input the final enrollment data, using government provided software, directly to NCMIS for all courses. The Government provided software will be NETSCAPE 4.0 or later browser, Oracle Initiator, and Adobe Acrobat Reader. The Government will also provide installation and troubleshooting assistance to the contractor for the above software. The site license authorizing usage of the above software will be maintained at NETPDTC N6. The contractor is required to install, activate, and utilize the government provided software only on licensed computers. For proper connectivity permitting direct contractor data entry into NCMIS, the following minimum hardware and software requirements must be met for each site authorized to access the NCMIS program: 32 Megabytes of RAM, 32 BIT P/C, Web access or 56.6 Kbps modem, CD-Rom drive, Windows 2000 or NT operating system. Site names where licensed computers are to be located and those individuals who will input the data must be provided to the COR. The roster data fields to be input are listed on Attachment (1)

C.8 NCPACE OPERATIONS - CONTRACTOR RESPONSIBILITIES

C.8.1. The Contractor shall be required to provide Distance Learning courses to all eligible Navy commands on a worldwide basis. These courses shall include undergraduate and graduate courses relating to enlisted naval occupations and/or commonly requested degree programs. Distance learning courses must emphasize delivery through multimedia, to include CD-ROM, IPOD, PDA and paper-based. Mobile units required to transfer from the ship to isolated locations may take contractor provided equipment if the schedule or mission for the seagoing unit so requires.

C.8.2. Delivery of DL courses, materials and equipment may begin after the contractor has received appropriate authorization from the Ordering Officer. Appropriate authorization includes written Delivery Orders, modifications and verbal authorizations to proceed from the Ordering Officer.

C.8.3. Following receipt of the delivery order, the contractor is responsible for student registration, textbook and or instructional materials ordering/sale, and for providing students with any applicable information relating to individual courses and institutions. Copies of the course syllabus shall be made available to students during registration.

C.8.4. The load date for courses and equipment for pier-side commands preparing for deployment shall be coordinated between the contractor and the command. The load date is impacted by the ship's deployment schedule, personnel availability and operational factors. The Navy will attempt to provide 21-days lead time from the effective date of the delivery order to the load date for courses and equipment, with the enrolled students and NCPACE POC available for registration and training. However, due to the dynamic nature of ship's schedule 21-days lead time may not be possible for some commands. When lead time is less than 21 days, the contractor is expected to make every effort to support the required load date. If the required load date cannot be met by the contractor, the contractor may request an extension from the Ordering Officer.

C.8.5. If the ship deploys without the requested courses or if the ship is underway when the request is submitted, the contractor shall be responsible for shipment of requested DL course materials, syllabus, textbooks, and equipment to the command. The contractor shall coordinate shipping details with the command to ensure the most expedient and effective method of shipping is used and the material is delivered to the correct address. Course materials shall be shipped to the participating command 14 days prior to the term start date. Expedited shipment of course materials directed by the Navy shall be a reimbursable expense under this contract.

C.8.6. The Contractor shall provide the course syllabus to the students during registration. The syllabus shall include course objectives and listing of reference materials/textbooks for the class. .

C.8.7. Course materials and textbooks shall be made available to students upon registration. The contractor shall be responsible for selling college course textbooks to students and for collecting, storing and accounting for receipt of funds. Failure by the contractor to make available textbooks and course materials prior to the scheduled load date will result in non-payment of tuition cost by the Government for each course affected. The following applies to the contractor provided course materials:

C.8.7.1 College -Level Courses. Students (not the Government) shall pay for textbooks, workbooks, and lab fees. The prices charged by the contractor for textbooks, workbooks and lab fees shall be fair and reasonable and in no event shall exceed the prices charged at the institution's home campus. The contractor is encouraged to set up a variety of methods for making textbooks available to students (i.e. leasing, if not marked or damaged, selling second-hand, electronic texts, on-line library, etc.). Textbooks shall be identical to those used on the home campus for the same course. Contractor is encouraged to establish a textbook buy-back program that parallels the institution's home campus policy.

C.7.8.2 Textbooks and other Instructional Materials – All textbooks, supplies, course materials, syllabus and equipment shall be shipped to the point of embarkation at the contractor's expense. The contractor shall expedite shipments when requested and approved by the Navy. The Government shall reimburse the contractor for the cost of approved expedited or express shipment.

C.8.8. After courses have been ordered, the contractor shall be responsible for communicating with the command and/or local Navy College Office to monitor each student's progress and the overall condition of NCPACE services. The Government shall be informed of all communications with the command. The contractor shall be responsible for coordinating with command personnel to ensure continuance and conformation of courses for the succeeding terms.

C.8.9. The Contractor shall provide a contingency plan for emergency or otherwise unscheduled deployments. At a minimum, the contractor will be provided a 72-hour (3 days) lead-time. If requested, contractor is expected to provide a minimum of 15 DL courses per command in the general education areas (Social Science, Humanities, English, Math and Science).

C.9. DISTANCE LEARNING REQUIREMENTS

C.9.1. All DL courses regardless of medium must be from the active inventory of the participating academic institution. Courses offered through CD-ROM must be compatible with existing government computers and IT-2 1 compliant.

C.9.2. All DL courses must carry the same credit hours as the DL courses offered elsewhere by the participating academic institutions.

C.9.3. The contractor is responsible for ensuring that all contractor provided delivery systems are fully functioning at all times. The contractor is responsible for replacing any non-functioning equipment/software in a timely manner at no cost to the government.

C.9.4. Students completing courses before the end of this period may start another course for which they were previously registered as long as course has been authorized, funded and ordered by the Ordering Officer.

C.9.5. The DL course grades shall be posted electronically into NCMIS within 30 days of receipt of grades by the contractor. Contractor shall reimburse the Navy for tuition costs of courses not posted within 30 days of receipt of grades by the contractor.

C.9.6. The command shall provide the Ordering Officer via either naval message or e-mail with a completion message that will then be provided to the contractor. The message shall contain the following information:

C.9.6.1 Student name and Social Security Number (last four number only)

C.9.6.2. Course number and institution

C.9.6.3. Status of each student (drop, withdrawal, incomplete)

C.9.6. The contractor shall develop a student critique form. Student critique will evaluate course content, applicability and instructional effectiveness. Results of critiques will be made available to the government upon request.

C.9.7. Contractor shall provide instructions to Sailors/command concerning DL courses and test security/test compromise. Contractor shall inform the government through the Navy College Offices if unable to off-load exam packages from the ship within a designated time from the end of term date.

C.9.8. The Contractor shall input the final DL enrollment data with grades directly into NCMIS within 30 days of receipt of grades. (CDRL A002)

C.9.9. The contractor shall provide a monthly report to the government. The monthly report shall include number of enrollments and number completions as defined in C.3.29. Report shall include percentage of completion, percentage of grades, "A", "B", "C", "D", "F" and "I". (CDRL A003)

C.10 COMPUTER REQUIREMENT

C.10.1. The contractor shall provide laptop computers as requested by participating commands for DL courses ordered by the Navy. Use of contractor provided equipment is minimal and is requested infrequently. Estimate

request is approximately 3-4 contractor provided equipment per quarter per coast (East and West). The following reflects the minimum number of laptop computers that shall be provided for DL courses:

College courses — 1 computer per 15 students

When available, Government computers may be used for CD-Rom courses. Contractor software should be compatible for use with government owned computer. All computer systems shall meet the requirements of IT-2 1.

C. 10.2. The following are the Government's baseline requirements for the computers and printer as required.

Capability/Feature	Laptop
Processor	PIV 2.0 GHz
RAM	512MB
Hard Drive	60 GB
Cache Memory	L2 128 B
Display	
Audio Card	Yes, include Mic/speakers
CD Rom48X	
PCMCIA	Yes Combo Ethernet/Modem
MODEM	Internal, 56Kbs
USB Port	Yes
Parallel Port	Yes
Infrared Port	No
Carrying Case	Yes
Floppy Disk Drive	As required
Operating System	Windows 2000 or higher

Capability / Feature	Printer
Cartridges	Black an White
Resolution	600 x 600 dpi
Speed	12 ppm
Media Sizes	U.S. letter
Media Type	Plain paper
I/O Interface	
	Bi-directional parallel
	IEEE – 1284 cable or USB cable
Carrying Case	Yes
Headphones	Optional

C.10.3. The contractor is responsible for off-loading contractor provided equipment.

C.11. WARRANTY AND REPAIR

C.11.1. The contractor shall provide for repair and replacement services for all computer equipment under this contract.

C.11.2. Responsibility for damages, loss and theft of the contractor owned equipment shall transfer to the Commanding Officer of the participating command upon the command's signed receipt of contractor owned equipment. The contractor shall retain title to all contractor owned equipment provided for DL courses.

C.11.3. The contractor is responsible for the upgrades, enhancements, replacements, repair/replacements, and extended warranties, etc. at no additional cost to the government.

C.12 QUALITY CONTROL PLAN

C.12.1. The Contractor shall ensure that quality service is maintained for all NCPACE DL services. At a minimum, the Contractor shall:

C.12.2. Prepare Quality Control Plan (QCP). The Contractor shall update the QCP provided in the Technical Proposal no more than 30 days after contract award and updated yearly thereafter. The Contractor shall provide its updated and subsequent QCP's to the COR. These submissions are solely for informational purposes. The QCP shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas, communicating with the Government, resolving deficiencies and identifying potential improvements. Specifically, the plan shall include the following:

- Description of the internal review process including: who will perform the review, the frequency; and the method and a listing of products and services and capabilities under review.
- The benchmark metrics that will be used to evaluate internal program performance and identify improvement areas.
- Approach and procedures for communicating with the Government; handling corrective action without dependence upon Government direction; and identifying and implementing potential improvements to the program services, products, and capabilities.
- On-site records of all inspections conducted by the Contractor and corrective actions taken.
- Description of the procedures and internal controls the Contractor will implement to ensure that the Government is correctly charged for all courses on the catalog.

C.12.3 Conduct Internal Reviews of Program Performance. The Contractor shall assess program performance using approach and benchmarks delineated in their QCP. The Contractor shall provide the results of these evaluations to the Government when requested.

C.12.4 Identification and Correction of Poor Quality. As prescribed by FAR 52.246-4, if any service does not conform to the requirements, the Government may require performance. When defects in services cannot be corrected by re-performance, the Contractor may be required to take necessary action to ensure that future performance conforms to SOW requirements. In these instances, noncompliance may result in the issuance of a Contract Discrepancy Report (CDR). CDRs are issued by the COR to document and summarize Contractor non-compliance and forwarded to the Contracting Officer with a copy to the Contractor.

C.12.5 Government Quality Assurance. In accordance with FAR 52.246-4 services rendered under this contract is subject to Government inspection both during the Contractor's operations and after the completion of the tasks. The Government's Quality Assurance (QA) process will serve primarily to monitor and evaluate the Contractor's Implementation of the QCP and ensures that the Contractor's Quality Control results are in compliance with the requirements of the SOW.

C.12.5.1 The Government will evaluate Contractor's performance of work under this contract using surveillance of work performed and review of Contractor quality control records. All costs associated with rework to attain the required minimum requirements are the responsibility of the Contractor.

C.12.5.2 The Government maintains the unilateral right to change its quality assurance procedures to address specific performance areas or circumstances as deemed necessary.

C. 12.6 Contractor shall provide to the COR within thirty days after contract award, a transition and implementation plan. The plan shall establish the types of administrative staff and organization to be used in administration of this program as well as the percentage of time each administrator shall spend on program administration. Full time is equivalent to forty hours per week.

C.13 PERSONNEL QUALIFICATIONS

C. 13.1. Minimum Requirements-

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Labor categories Minimum requirements

NCPACE Site Coordinator A Bachelor's Degree from an accredited institution of higher education; and three (3) years experience in the delivery of educational programs.

- Norfolk, VA
- San Diego, CA
- Groton, CT
- Bangor, WA
- Yokosuka, Japan
- Sasebo, Japan
- Pearl Harbor, Hawaii
- Kings Bay, GA

C.13.2. The Government intends to continue providing office space at the following locations: Norfolk, VA; Groton, CT; Bangor, WA; Yokosuka, Japan; Pearl Harbor, HI; and Kings Bay, GA. Currently, the Government cannot provide office space at the San Diego site.

C.13.3. The Government will review resumes of each proposed NCPACE Site Coordinator Resumes shall be submitted to the COR within 30 days after contract award.

C.13.4. If the Ordering Officer questions or otherwise objects to the qualifications or competence of any person performing under this contract, the burden of proof to challenge any objections lies with the contractor.

C.13.5. The contractor must have the personnel, organization, and administrative control necessary to ensure the services performed meet all requirements specified in delivery orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

C.14 COMPLIANCE WITH PRIVACY ACT

C.14.1 Pursuant to the clause FAR 52-224-2 Privacy Act (Apr 1984) of the contract, contractor shall safeguard and establish security measures (including managerial and technical policies and procedures) to protect personal identifiable information (PII) and other sensitive information stored on and exchanged between information systems.

C.14.2 Contractor shall establish guidelines to their sub-contractors (if applicable) in ensuring protection of PII. PII information includes sensitive information such as the following:

- postal address
- e-mail address
- telephone number
- social security number
- date of birth
- mother's maiden name
- State/US issued driver's license or ID Number
- Alien registration number
- Passport number
- Employer or TAX ID number
- Employment history
- Bank or credit card/debit card account number or any related pin
- Biometric data
- Unique electronic number, address, or routing code
- Medical records/condition

- Telecommunication ID information or access device
 - Other number of information that may be used to access financial resources
- C.14.3 Contractor shall comply with The 1974 Privacy Act Law, SECNAV Instruction 5211, and NETC Instruction 5211.2 and shall be held liable for loss of sensitive information resulting in human and financial costs and other consequences. Prime contractor shall be held accountable for ensuring their subcontractor's compliance to above instructions.
- C.14.4 Contractor shall assure data integrity, including but not limited to, using only reputable sources of data and destroying untimely data or converting it to anonymous form.
- C.14.5 Contractor shall conduct regular privacy audits to enforce privacy policies.
- C.14.6 Contractor that continually breaches PII policy may be barred from competing with Navy Voluntary Education contracts in the future.
- C.14.7 SECNAVINST 5211 and NETC Instruction 5211.2 shall be provided to the contractor upon award of the contract.

End of Statement of Work

Name of Institution
Schedule A

Institution shall provide the following courses according to all terms and conditions of the Technical Proposal and the Statement of Work in the U.S. Government Contract on pages 24-55. The courses shall be published in the NCPACE Distance Learning Catalog and will be made available to Sailors participating in the NCPACE program from October 1, 2009 through September 30, 2010.

COURSE NUMBER	COURSE NAME	tuition rate per Credit Hour
CIS102	Fundamentals of Customer Service	\$220.75
CIS106	Introduction to Operating Systems	\$220.75
CIS121	Logic and Design	\$220.75
CIS150	Introduction to Networking	\$220.75
CIS151	Networking II	\$220.75
CIS202	Introduction to Routing and Switching	\$220.75
CIS204	Intermediate Routing and Switching	\$220.75
CIS245	Windows Client and Server	\$220.75
CIS251	Advanced Windows Server	\$220.75
CIS282	Web Interface Design I	\$220.75
CIS301	UNIX Administration	\$220.75

Institution shall be paid for grades of A, B, C, D, F, W and I, which have been input into the D.M.E.N. and according to the current procedures outlined in the NCPACE D.M.E.N. Partner Institution User Procedures Manual, provided to each institution and updated regularly.

Exhibit B

Security and confidentiality are matters of concern to all higher education institutions and all are bound by the Family Educational Rights and Privacy Act of 1974 (FERPA), a federal law regarding the privacy of student records. As a participating institution in the NCPACE program, it is required that your institution, its employees, agents subcontractors or any others who may have access to student, financial and employee records received by the institution, be trained regarding and maintain compliance with FERPA and other federal and state laws, including HIPAA and other medical information protection laws, the Graham-Leach-Bliley Act and PCIDSS laws and regulations protecting payment card and financial information.

Your institution, and each party to whom you authorize access to student record information, is responsible for maintaining the security and confidentiality of student records.

An individual's conduct, either on or off the job, may threaten the security and confidentiality of records. Each employee and/or student employee/representative who performs services in support of the NCPACE contract, or has access to the records of students who are enrolled at your institution through their participation in the NCPACE contract, is expected to adhere to the following rules and regulations:

1. Employees may not perform or permit unauthorized use of or access to any information or records maintained, stored or processed by the institution.
2. Employees are not permitted to seek personal benefit or allow others to seek personal benefit using knowledge or confidential information acquired by virtue of an employees work assignment and access to confidential records.
3. Employees may not exhibit or divulge the contents of any record or report to any person except in the conduct of their work assignment and in accordance with the institution's own policies and procedures and the NCPACE Contract.
4. Employees are responsible to know and understand the security and confidentiality policies and procedures particular to their work assignment.
5. Employees may not knowingly include or cause to be included in any report or record a false, inaccurate or misleading entry. Employees may not knowingly expunge or cause to be expunged any record, transaction or report of data entry.
6. Employees may not remove any official record or report, or copy thereof, from the office where it is maintained except in performance of a person's duties as directed and authorized.
7. Employees may not aid, abet or act in conspiracy with another to violate any part of this code.
8. Any knowledge of a violation of this Confidentiality Agreement must be reported to Coastline Community College immediately upon knowledge or notification of a possible breach.
9. Employees are responsible for the security and confidentiality of their individual Password used to gain access to the student records provided in the DMEN.

EXHIBIT C
Technology
Quality Control Plan

1. Coastline shall maintain an academic quality control plan to include:
2.
 - a. technology program student satisfaction surveys
 - b. an annual review of academic program performances with individual colleges
 - c. a minimum required academic template for technology-based course delivery required of all colleges
1. Individual colleges shall commit to maintaining quality control processing for their academic program consistent with their required accreditation regulations.
2. Student complaints regarding program quality or performance in regard to technology-based delivery shall be discussed with individual colleges for resolution.
3. A report on overall program satisfaction results shall be furnished to the Navy on an annual basis.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Holthouse Carlin & Van Trigt LLP ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for independent assessment and evaluation of the Golden West College Bookstore operations, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable (_____)].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed ten thousand Dollars (\$ 10,000). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: \$9,000.00 upon completion of report on November 2, 2009, and an additional \$1,000.00 upon completion of reports on November 18, 2009.

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

none

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about October 1, 2009. All SERVICES shall be completed by no later than Nov 30, 2009 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

C.M. Brahmbhatt (College)
Attn: Vice President Administrative Services

_____, CA

TO INDEPENDENT CONSULTANT

Mike Thielman
Attn: _____
[ADDRESS]) 100 Oceangate Suite 800
Long Beach, CA 90802

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. 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.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

President, Board of Trustees
Coast Community College District

Dated: _____

INDEPENDENT CONTRACTOR

[Name] Holthouse Carlin & Van Trigt LLP
[Title] Attn: Mike Thielman
Social Security No. or Federal ID No. _____
Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for DISTRICT:

Scope of work:

- Analyze and obtain an understanding of current and past financial, operational, budgetary, and funding aspects of the Golden West College bookstore (includes Measure C Expenditures).
- Examine various business models from a financial, operational, budgetary, and funding perspective.
- Provide an executive summary style report with supporting schedules and recommendations to the Board of Trustees, and other constituents of the bookstore, regarding options to manage and operate the bookstore.
- Present the executive summary style report to the Board of Trustees, Chancellor, GWC Administration and Committees, Academic Senate, ASB, CFCE.

Report Due: November 2, 2009

Presentations to BOT: November 18, 2009





FirstCom Music, a unit of Universal Music - Z Tunes LLC
1325 Capital Parkway, Suite 109 • Carrollton, TX 75006 • 972-446-8742 • 800-858-8880
Customer Service: 800-858-5558 • Fax: 972-389-4333 • 972-389-4330 • Info@firstcom.com

Customer ID #:	Offer Exp. Date: 9/25/09
Bill Number: NEW	
FirstCom Representative: PUCELLA	Customer Code: EO-4, 8, 9, 11, 26
Con. Type: Download Cap Full Access - Online Only	

LIMITED DOWNLOAD AGREEMENT – ONLINE ONLY
Master and Synchronization Agreement

This Agreement is made this **9th day of September, 2009** by and between FirstCom Music, a unit of Universal Music - Z Tunes LLC, 1325 Capital Parkway, Suite 109, Carrollton, TX 75006 (hereafter referred to as FIRSTCOM) and **Golden West College New Media Center, New Media Center, 15744 Goldenwest Street, Huntington Beach, CA 92647** (hereafter referred to as LICENSEE).

FIRSTCOM is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the PRODUCTION MUSIC LIBRARIES: **4Radio Producers, FirstCom Music, Hollywood Film Music, HollywoodMusic, Music House, Music House 2.0, Chappell, Chappell AV, Chappell European Classical Series, Chappell World Series, Chronicles of Hip Hop, Director's Choice, See Trailer Tracks, Classical, OneMusic, OneMusic 2.0, Gotham, AccessMusic, Access Promo Series, Headspace, Roadside Couch Records, EVO, Velocity, Galerie, Connect, NoisePump and DarkFly** and any Virtual CDs and/or COMPOSITIONS from the LIBRARIES that are released during the Term (hereinafter defined)(hereafter referred to as LIBRARIES).

LICENSEE desires to license the music in the LIBRARIES for the purpose of synchronization with LICENSEE'S productions produced at location listed above.

FIRSTCOM HEREBY GRANTS TO LICENSEE THE FOLLOWING RIGHTS:

1. The non-exclusive, right, license and authority to synchronize and embody those COMPOSITIONS in the LIBRARIES with LICENSEE'S audio visual and sound recording productions only, at LICENSEE'S location listed above, and without the addition of sung words, to make copies of such embodiments and to distribute such copies (as limited in Paragraph 5) throughout the TERRITORY (as defined in paragraph two (2) below) subject to the terms and conditions of this Agreement. LICENSEE may continue to distribute such copies in perpetuity, even after termination of this Agreement, so long as the production is not altered in any way (either its audio or visual parts) provided it embodies the COMPOSITIONS in the manner set forth in paragraph 4 herein. LICENSEE is entitled to download COMPOSITIONS from MusiQuick Online for the purpose of creating productions at LICENSEE'S location only, during the Term of this Agreement. Upon expiration of this Agreement, LICENSEE'S ability to download the musical compositions from the WEBSITE and LICENSEE'S ability to possess, control, use or exploit any of the DOWNLOADED LIBRARY MUSIC or the CD LOANS will terminate. To that effect, LICENSEE shall, within ten (10) days of either (i) LICENSEE'S receipt of FIRSTCOM'S notice of termination, or, (ii) upon expiration of the licensing term as referred to below, destroy all electronic files of the DOWNLOADED LIBRARY MUSIC in its possession, return to FIRSTCOM an executed Affirmation of Destruction (attached hereto as Exhibit A) and return any CD LOANS in a commercially acceptable condition, all at LICENSEE'S expense via UPS or U.S. Postal Service registered mail.

2. The TERRITORY covered by this license is the United States and Canada.

3. The Term of this license is for a period of **Three (3) Year(s)**, commencing on the **1st day of October, 2009** and ending on the **30th day of September, 2012**.

4. LICENSEE agrees to pay FIRSTCOM for the rights granted herein the sum of **Six Thousand Three Hundred Ninety Nine US Dollars (\$6,399.00)**, and is based on a binding maximum of **Six Hundred (600) downloads** for the term of the Agreement. FIRSTCOM shall be entitled to collect any remaining balance due on the Agreement, and then shall be entitled to charge and collect an amount of **Sixty US Dollars \$60.00 per Download** starting with the **Six Hundred First (601st) download**.

Payment Schedule:

(3) consecutive annual payments of Two Thousand One Hundred Thirty Three US Dollars (\$2,133.00) with the first payment due 10/30/2009

FirstCom has based its charges to LICENSEE on information provided by LICENSEE regarding LICENSEE'S projected use and what rights are needed in connection therewith of the licensed COMPOSITIONS, which LICENSEE hereby warrants to have been true and correct. LICENSEE agrees to report to FIRSTCOM all cues synchronized during the Term of the Agreement.

If at any time LICENSEE'S account becomes past due by more than ninety (90) days, and after notice of such status by FIRSTCOM, FIRSTCOM may, at its sole discretion, and in addition to any other remedies that FIRSTCOM may be entitled to, enlist a third party to collect monies due hereunder and LICENSEE will be responsible for any and all actual legal or collection fees incurred by FIRSTCOM, in addition to any other monies FIRSTCOM may be entitled to under the law.

Upon FIRSTCOM'S acceptance and execution of this Licensing Agreement, FirstCom will perform the steps necessary to enable LICENSEE'S use of MusiQuick Online. Upon any event of default by LICENSEE, FirstCom may cancel or suspend LICENSEE'S access to MusiQuick Online until such time as the default is cured.

5. LICENSEE agrees that use of the productions embodying such COMPOSITIONS from LIBRARIES will be limited to the following clearance(s):

- * **Broadcast Synchronization:** (Free TV/Radio/Basic Cable) Local or regional programs and infomercials. Local, regional or national promos, commercials, on hold presentations and PSAs.
- * **Distribution:** Audio, Video, Multi-Media and Digital Download up to a cumulative total of 30,000 units per year.
- * **Internet Streaming/Webcasting.** For purpose of this Internet Clearance, the territory is considered to be the World.
- * **Non-Broadcast Synchronization:** Non-Broadcast Multi-Media (DVD/CD-ROM), Videos, Audio (Cassette/CD), Corporate Intranet, and Closed Circuit Communications

Productions requiring any clearances other than those noted above must be licensed separately from this Agreement at the prevailing rate card rates. LICENSEE acknowledges that any further or different uses of the COMPOSITIONS in the LIBRARIES are infringements of FIRSTCOM'S copyrights.

All rights not specifically granted above are reserved to the Grantor.

6. The LIBRARIES are granted by the Agreement to LICENSEE solely for its usage. LICENSEE agrees that it shall not make any copies of the COMPOSITIONS other than for LICENSEE'S use as permitted by this Agreement. LICENSEE shall not sell, lease, lend, give, physically convey, or otherwise transfer, the FIRSTCOM CDs, to any person, firm or corporation without FIRSTCOM'S prior written consent. Upon FIRSTCOM's request, LICENSEE agrees to supply FIRSTCOM with an audio-video copy in a mutually agreed upon format of a specific production(s) produced by LICENSEE utilizing FIRSTCOM's Music Library solely for the purpose of promoting its music library.

7. Upon termination of this Agreement, all LIBRARIES, compositions and CDs must be returned in good condition within thirty (30) days, to FIRSTCOM at LICENSEE'S expense. If LICENSEE fails to return all CDs in its possession and the destruction affidavit for the Virtual CD's within 10 days after the 30-day period, FIRSTCOM shall have the right to charge LICENSEE a Monthly Installment, defined below, for each calendar month or part thereof between the date of termination or expiration of this Licensing Agreement and FIRSTCOM'S actual receipt of the CDs and the Destruction Affidavit (attached hereto as "EXHIBIT A") The Monthly Installment due to FIRSTCOM shall be calculated as follows: (a) in the event LICENSEE has made a single lump sum payment under the terms of this Licensing Agreement the Monthly Installment shall be the amount set forth herein for a one (1) year license period divided by 12 and then multiplied by 2 or (b) in the event LICENSEE is required to make monthly payments under the terms of this Licensing Agreement, the Monthly Installment shall be 200% of such monthly payment. This provision shall survive termination of this Licensing Agreement. Notwithstanding the foregoing, LICENSEE shall not have any right to use the COMPOSITIONS whether they are contained on CDs or exist as audio files on LICENSEE'S hard drive or on any other source in any way after the termination or expiration of this Licensing Agreement by its terms or otherwise, except as permitted herein. If LICENSEE fails to return any FirstCom CDs upon expiration of this Licensing Agreement by its terms or otherwise, or if LICENSEE loses any FirstCom CDs during the Term of this Licensing Agreement, LICENSEE may be subject to pay to FIRSTCOM a seventy-five dollar (\$75.00) "Lost Disc Fee" per CD.

8. FIRSTCOM represents and warrants that it has the full right, power and authority to make this Agreement and grant the rights granted herein. Other than such limited rights of synchronization and uses designated in Paragraph five (5) herein, FIRSTCOM reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES including, without limitation, the mechanical and the grand and small performing rights. All other rights or uses shall be negotiated separately with FIRSTCOM. With respect to the performing rights, LICENSEE shall negotiate directly with FIRSTCOM or with the appropriate performing rights society.

FIRSTCOM reserves the right to remove any FirstCom Exclusive Materials from LICENSEE and to provide LICENSEE with reasonable substitute FIRSTCOM COMPOSITIONS.

9. In the event that LICENSEE violates this Agreement or breaches any of its covenants contained herein, LICENSEE, upon written notice from FIRSTCOM, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at FIRSTCOM'S sole discretion. FIRSTCOM shall thereafter be under no obligation to license to LICENSEE the use of the LIBRARIES or any COMPOSITIONS contained herein for any purpose whatsoever. In addition to any other remedy available to FIRSTCOM, should LICENSEE be unable to cure such claim during the thirty (30) days, FIRSTCOM shall thereupon be entitled to seek an injunction to enjoin LICENSEE from any new use of said LIBRARIES produced before or after notification of breach.

10. Based upon LICENSEE'S full and complete performance under this Agreement, FIRSTCOM agrees to indemnify LICENSEE and hold it harmless from and against any and all losses and damages including actual attorney's fees incurred as a result of a breach of FIRSTCOM'S duties, obligations, representations and warranties hereunder. LICENSEE agrees to indemnify FIRSTCOM and hold it harmless from and against any and all losses or damages including actual attorney's fees incurred as a result of any breach of LICENSEE'S duties, obligations, representations and warranties hereunder.

11. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas and the jurisdiction of any dispute hereunder shall be with the United States Court, located in Dallas County, Texas.

12. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of LICENSEE and by an authorized representative on behalf of FIRSTCOM., and payments are made by LICENSEE as provided herein.. Notwithstanding the foregoing, this Agreement shall be binding upon full and complete execution by the parties hereto. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that FIRSTCOM may, without the consent of LICENSEE, assign this Agreement, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with FIRSTCOM, or to any party as part of a sale by FIRSTCOM of stock or a substantial portion of FIRSTCOM'S assets or to any party with whom FIRSTCOM may merge or enter any other business combination.

13. THE TRANSMISSION OF ANY AND ALL MATERIAL VIA MUSIQUICK ONLINE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND FIRSTCOM DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE TRANSMISSION. FIRSTCOM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE), OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF MUSIQUICK ONLINE REMAINS WITH LICENSEE. FIRSTCOM DOES NOT WARRANT THAT MUSIQUICK ONLINE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSEE AGREES THAT FIRSTCOM SHALL HAVE NO LIABILITY FOR ANY DAMAGES, WHETHER ACTUAL OR CONSEQUENTIAL, ARISING FROM ANY SYSTEM OR SOFTWARE PROBLEM THAT MAY RESULT FROM THE USE OF MUSIQUICK ONLINE. LICENSEE AGREES THAT ANY DISPUTES CONCERNING TRANSMISSIONS FROM MUSIQUICK ONLINE MUST BE REPORTED TO FIRSTCOM WITHIN TWENTY-FOUR (24) HOURS OF THE DISPUTED TRANSMISSION, VIA E-MAIL, TO WEBMASTER@FIRSTCOM.COM. FIRSTCOM HAS THIRTY (30) DAYS TO REMEDY THE DISPUTE.

**SEE ATTACHED CREDIT CARD ADDENDUM
SEE NONSTANDARD ADDENDUM**

14. This Agreement (including any applicable addenda) constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto. To the extent that the terms and conditions of this Agreement conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this Agreement shall prevail.

AUTHORIZED SIGNATURE
Golden West College New Media Center

CAROL A. RIFFERT
Vice President/General Manager
FirstCom Music, a unit of Universal Music – Z Tunes LLC
Fed ID#: 20-8027784

TITLE

PRINT NAME

DATE: DATE:

FEDERAL TAX ID:

SHIP TO:

Contact: John Hanna

Address 1: NEW MEDIA CENTER

Address 2: 15744 GOLDENWEST STREET

City, State, Zip: HUNTINGTON BEACH, CA 92647

E-Mail Address: jphanna@gmail.com

BILL TO:

Contact:

Address 1:

Address 2:

City, State, Zip:

E-Mail Address:

AUTHORIZED WEB USERS:

USER FIRST/LAST NAME

EMAIL ADDRESS

ACCESS LEVEL

ADMINISTRATOR:

John Hanna

jphanna@gmail.com

OUTSIDE

OTHER USERS (if applicable):

FirstCom Music
1325 Capital Parkway, Suite 109
Carrollton, TX 75006
Website: www.firstcom.com
Phone: (972) 44-MUSIC Fax: (972) 389-4333
Please make checks payable to FirstCom Music
Remittance Address: PO Box 31001-1699, Pasadena, CA 91110-1699
Returns Address: 15150 Avenue of Science, San Diego, CA 92128



AUTH# _____

TROUT# _____

CREDIT CARD AUTHORIZATION FORMBusiness Name: GOLDEN WEST COLLEGE NEW MEDIA CENTER

Client Number: _____

CREDIT CARD INFORMATION

Please charge my:

☐ Visa ☐ MasterCard ☐ American Express

Card Number: _____ Exp: _____

Name As It Appears On The Card: _____

Title: _____

Billing Address: _____

City / State / Zip: _____

Phone Number: _____ 3 or 4-Digit Verification Number*: _____

**For your safety and security, we now require that you enter your credit card's verification number. For Visa or MasterCard, the verification number is a 3-digit number printed on the back of your card. It appears after and to the right of your card number.*

For American Express cards, the verification number is a 4-digit number printed on the front of your card. It appears after and to the right of your card number.

AUTHORIZATIONAmount of Authorized Charge: **\$2,133.00**Please indicate if this is a: ☐ One Time Authorization Charge☐ Recurring Authorization to Charge Future Invoices

I hereby authorize FirstCom Music to charge the credit card as indicated above. I understand that if I selected the Recurring Authorization to Charge Future Invoices box, then this agreement allows FirstCom to bill the credit card account periodically as payments become due, as well as to charge for any past due payments. Under such circumstances, this agreement will remain in effect until the end of the license / contract agreement with the business indicated above.

Authorized Signature: _____ Date: _____

Office Use: Monthly _____ Quarterly or Annually _____ Semi Annually _____ Track Fees _____

NONSTANDARD ADDENDUM

This Addendum is a material part of the Licensing Agreement #Attached (the "Agreement") commencing 10/01/09 by and between **Golden West College New Media Center** ("Licensee") and FirstCom Music, a unit of Universal Music – Z Tunes LLC ("FirstCom"). This Addendum modifies, supplements, and/or amends the terms of the Agreement only to the extent expressly set forth herein.

Section 11 is hereby stricken and amended to read as follows:

11. This Agreement shall be governed by and construed in accordance with the Laws of the State of California and the jurisdiction of any dispute hereunder shall be with the United States Court, located in Orange County, California.

All other terms of the Agreement remain unchanged and in effect.

AGREED BY:
Golden West College New Media Center

AGREED AND ACCEPTED BY:
FirstCom Music, a unit of Universal Music – Z
Tunes LLC

Authorized Signature/Title

Carol A. Riffert, VP/GM

Date: _____

Date: _____

Licensee and FirstCom agree that a faxed counterpart of the Addendum evidencing the signature of a party shall be effective as an original signature for all purposes.

EXHIBIT A



AFFIRMATION OF DESTRUCTION

NOTE: THIS AFFIDAVIT DOES NOT NEED TO BE COMPLETED NOW. THIS SHOULD BE COMPLETED AT EXPIRATION OF THE ATTACHED LICENSE.

Dated: _____

1. I, _____, am the _____ for _____
(First/Last Name) (Title) (Company Name)
("LICENSEE"). Reference is made to the General Agreement between LICENSEE and FirstCom Music, dated _____
(the "Agreement") for the license of musical compositions and sound recordings in the Production
Music Libraries via download from the www.firstcom.com website (the "Licensed Library Music").
2. Reference is made to any Licensed Library Music actually downloaded by LICENSEE (the "Downloaded
Library Music"). As of the date of _____, LICENSEE held electronic files of the Downloaded Library
Music in its possession. I hereby affirm that LICENSEE's rights to use and hold the foregoing files of the
Downloaded Library Music has terminated as of the expiration of the Agreement.
3. Pursuant to the Agreement, I hereby affirm that on _____ I ordered that all of the foregoing
electronic files of the Downloaded Library Music be purged from LICENSEE's possession and destroyed, and I
confirm that such destruction occurred on that day. As of the date hereof, LICENSEE no longer possesses,
controls, uses or exploits any of the Downloaded Library Music.

By: _____
For and On Behalf of LICENSEE

Return to the Attention of: INVENTORY SPECIALIST
Fax: 972-242-6525
FirstCom Music
1325 Capital Parkway, Suite 109
Carrollton, TX 75006
Website: www.firstcom.com
Phone: (972) 44-MUSIC Fax: (972) 389-4333



AGREEMENT
Between
COAST COMMUNITY COLLEGE DISTRICT
and
REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
UNIVERSITY OF CALIFORNIA, IRVINE

The Agreement that follows is a formal agreement for collaboration and accountability for Community College University Partnership (CCUP) programs. The goal of CCUP is to provide the highest quality education to students within the Coast Community College District (District) in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, and for regular and competitive admission to the University of California.

The University of California, Irvine (UC Irvine) is committed to providing its CCUP schools with effective programs that meet or exceed stated educational goals. Conducting ongoing, data-driven program evaluation is essential for fulfilling UC Irvine's commitment. Evaluation will help assess program effects as well as serve as a guide for improving program models. Successful program evaluation requires that student level data be collected for both student program participation tracking and evaluative purposes. The University of California Office of the President (UCOP) is a major participant in this effort to ensure that CCUP programs are positively impacting program recipients. UCOP is coordinating a UC-wide data collection effort for UUCP program evaluation purposes; UC Irvine is only one of ten UC campuses participating in this endeavor.

DATA SHARING

To accomplish the purposes stated above the District and UC Irvine, will share student level data for purposes of program evaluation and enhancement.

UC Irvine will inventory annually the District student databases in July of each academic year. At that time, The District and UC Irvine will work jointly to determine the provisions of the student database requirements for delivery to UC Irvine.

Data Requirements and Delivery for the 2008-2009 Academic Year

The District agrees to provide UC Irvine with the following student level data elements for all students attending The District and served by UCI Transfer Student Services Counselors:

Student name, Student ID number, gender, ethnicity, first date enrolled, enrollment status, status, # of transfer math units completed each year, # of transfer English units completed each year, cumulative GPA, # total transfer units completed, transfer date and transfer institution name.

Student data for the 2008-2009 academic year will be in deliverable tab-delimited ASCII format on disk or CD by the September 30, 2009. All requested data elements for following years will be in deliverable tab-delimited ASCII format on disk or CD by the last week in September (no later than September 30th).

UC Irvine agrees to share with The District statistical and/or research findings generated by UC Irvine from the shared student data. UC Irvine will also keep The District apprised of UCOP's progress in evaluating CCUP programs—this includes research design and findings.

CONFIDENTIALITY

Student records contain sensitive information, the disclosure of which is governed by Sections 76200 *et seq.* of the *Education Code* and implementing regulations contained in title 5 of the California Code of Regulations, "Directory information," as defined in Section 76210(b) of the *Education Code*, may be released pursuant to Governing Board policy.

Student record information, as defined in Education Code Section 76210(a) of the *Education Code*, may be released by The District on a limited basis. The parties agree and acknowledge that UC Irvine, is an "*organization conducting studies for, or on behalf of, educational agencies or institutions for the purpose of...improving instruction,*" and on that basis the District shall provide the student record information to UC Irvine. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District, pursuant to Section 76243(a)(7) of the *Education Code*.

In accordance with Section 76243(a)(7) of the *Education Code*, UC Irvine shall not use student record information in any manner that will permit the personal identification of students by persons other than representatives of UC Irvine. The data will be stored in a secure area in a locked office at the Center for Educational Partnerships at UC Irvine. The data collected by UC Irvine will be shared with UCOP for program evaluation purposes only. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student identifiers, such as student name and student identification number are not disclosed to others besides representatives of UC Irvine. Student identifiers will be used purely for longitudinal data tracking only. In compliance with Section 76243(a)(7) of the *Education Code*, the University of California, Irvine will destroy the District's student information when it is no longer needed for the contractual purpose.

Any requests made to UC Irvine for student data other than UCOP shall be immediately forwarded to the District for evaluation. UC Irvine shall not release or disclose any student information to any outside research department, institution, school or individual under any circumstances, without express written approval of the District. UC Irvine shall destroy all student data when no longer needed for program evaluation purposes.

TERMS

This Agreement shall become effective immediately when signed and remain in effect until November 2011 with the possibility of renewal.

TERMINATION

This agreement may be terminated prior to the end of the term at the request of any party. The party initiating the termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

INDEMNIFICATION

The parties hereto agree to indemnify, defend, and hold one another, their respective officers, agents, and employees harmless from and against all losses and expenses (including costs or attorney's fees) by reason of liability imposed by law upon the parties for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons or an account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or its respective officers, agents and employees. The provisions under this indemnification, however, shall only apply in proportion to and to the extent of such negligent or intentional acts or omissions.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties or privileges under this agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this agreement on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This agreement shall be governed by and the rights, duties and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this agreement shall be maintained by Orange County, California.

ATTORNEY'S FEES

If either party files any action or brings any proceedings against the other arising out of this agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorney's fees.

AMENDMENT

This agreement may be amended only by written instrument signed by duly authorized representatives of The District and UC Irvine.

NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

Sharon Salinger, Dean
Division of Undergraduate Education
University of California, Irvine
611 Aldrich Hall
Irvine, CA 92697-5670

To:
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

ADMINISTRATION OF AGREEMENT

The District designates _____, his/her designee to represent the District in all matters pertaining to this agreement.

UC Irvine designates Dr. Sharon Salinger, Dean of the Division of Undergraduate Education, his/her designee to represent the University in all matters pertaining to this agreement.

SEVERABILITY

The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, UC Irvine, and the District have executed this agreement as of the date first written below.

Jim Moreno, President, Board of Trustees
Coast Community College District

Dr. Sharon Salinger
Dean, Division of Undergraduate Education
University of California, Irvine

Date

Date





Amendment to Hosting Services Agreement

Date of Amendment: 08 25, 2009

WHEREAS, DataPipe, Inc. f/k/a Hoboken Web Services, L.L.C. ("DataPipe") and **Coast Community College District** (the "Client") (collectively, the "Parties") entered into that certain Hosting Services Agreement dated September 5, 2007 (together with any amendments or addenda thereto, the "HSA"), and

WHEREAS, the Parties desire to modify certain terms of the HSA; and

WHEREAS, the HSA requires that all modifications be in writing and signed by both Parties; and

WHEREAS, the within amendment (the "Amendment") is attached to and specifically made a part of the HSA.

NOW, THEREFORE, notwithstanding any of the terms and conditions contained in the HSA, the Parties agree to amend the following terms and conditions of the HSA effective as of August 25, 2009 (the "Effective Date"):

[Please Check the Box for Each Section that Applies]

☒ **Exhibit "A" - Hosting Services.** The configuration shall be modified as follows:

- ☐ See Attached; or
☒ Insert Configuration

HP DL 360 G5
Windows 2003 Standard x64
Dual P 5130 2.0 GHz Dual Core Xeon
Memory 16 GB
2x 73GB SAS Drives
Raid 1
Firewall Cisco PIX 506E

Bandwidth:

Up to 500 GB monthly data transfer included for total solution
100mbps connection
Redundant connection to only premium Tier 1 Transit Providers
100% network uptime guarantee
Bandwidth usage over the allotted amount to be charged at a rate of \$.60 per GB

Backup:

Data Back Up & Restore: up to 50 GB
Back Up Administration
Daily backups to disk
14 day retention (longer retention periods available)

Upgrade with 30 day Grace:

Client shall be provided a 30day grace period, commencing from the date of the DataPipe setup letter, to migrate all data contained on Client's existing server(s) (currently at IP(s) 206.188.24.226 and have each such server deactivated. If the former server(s) remain on-line after this 30day period, a charge of \$500 per month may be imposed. Further charges shall be assessed for each additional 30day period each such server remains online.

Exhibit "A" - Fees. The Monthly Service Fee shall be decreased by \$1950 per month resulting in a Monthly Service Fee of \$800.

Section 2, Terms of Service. This amendment and the HSA will be in effect for a twelve month period beginning September 12, 2009 and terminating September 11, 2010. Client will notify DataPipe of its intent to renew the agreement or cancel the agreement within at least 30 days prior to the termination date of September 11, 2010.

Upgrade with 30 day Grace:

Client shall be provided a 30day grace period, commencing from the date of the DataPipe setup letter, to migrate all data contained on Client's existing server(s) (currently at IP(s) 206.188.24.226 and have each such server deactivated. If the former server(s) remain on-line after this 30day period, a charge of \$500 per month may be imposed. Further charges shall be assessed for each additional 30day period each such server remains online.

Section 3.7 of the original HSA will be modified and reworded as follows:

Attorney's Fees. Should it become necessary to take any action to collect any amount invoiced to the Client under this Section or otherwise enforce the terms of this Agreement, the losing party agrees to pay the prevailing party's actual attorney's fees and all costs of collection including, but not limited to any attorney's fees associated with obtaining, enforcing or collecting upon any judgment against the losing party. Should it become necessary for either Party to defend against or respond to any third party claims (caused by the actions of either Party) under the intellectual property laws of the United States, a foreign country, or any treaties to which the United States is a party, and specifically 17 U.S.C. § 512(c), the Digital Millennium Copyright Act, or any subsequent or similar acts achieving a similar purpose, the offending party shall pay the prevailing party's actual attorney's fees and costs associated with such response or defense, as the case may be, but only to the extent that such third-party claims arise out of any actions undertaken by the Client or DataPipe.

Section 4.2.5 of the original HSA will be removed.

Section 13 of the original HSA will be modified and reworded as follows:

The words "Santa Clara County" in the last sentence of Section 13 will be changed to "Orange County"

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the HSA.

2. Documents Otherwise Unchanged. Except as herein provided, the HSA shall remain unchanged and in full force and effect, and each reference to the term "Agreement" or "HSA" and words of similar import in the HSA; shall be a reference to the HSA, as amended hereby, as the same may be further amended, supplemented and otherwise modified and in effect from time to time. Should there be any conflict between the terms of the HSA and this Amendment, the terms of this Amendment shall control.



DataPipe, Inc.	Coast Community College District
<hr/>	<hr/>
<i>Signature</i>	<i>Signature</i>
<hr/>	<hr/>
<i>Printed Name</i>	Jim Moreno <i>Printed Name</i>
<hr/>	<hr/>
<i>Title</i>	President, Board of Trustees <i>Title</i>

DISTRIBUTION: ORIGINAL - LEGAL





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



September 8, 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** 1-day course: Rating Forming Part of a Navigation Watch (RFPNW)
- 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, Skill Assessments and any other materials required for United States Coast Guard Certification as outlined in NMC policy letter 08-02.

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 two thousand dollars upon delivery by PMI.



- 3.2 It is agreed payment of two thousand dollars will be made in full upon delivery of the course. 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, Skill Assessments 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)

President, Board of Trustees

Coast Community College District

The official whose signature appears above represents OCC and has the authority to bind the Party.

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



MEMORANDUM

Date: September 22, 2009

To: Dr. Ding-Jo Currie, Interim Chancellor

From: Jeff Arthur, Administrative Director, District Information Services

Re: Oracle Database Software Maintenance Agreements
September 30, 2009 Board Agenda



The District is renewing Oracle maintenance for 38,746 FTE (Full Time Equivalents) licenses at an annual cost of \$336,293 effective October 1, 2009, through September 30, 2010.

Oracle database software is used for the Project Voyager Software Suite that is mission critical for the District's operations including; Registration, Student Rosters and Finance. The Oracle maintenance agreements go back to the original purchase of Banner and Oracle Licenses on September 21, 2005, from SunGard SCT (now SunGard Higher Education, [SGHE]). The General terms of the Oracle Ordering Document incorporate all previous licenses and support.

The number of licenses purchased is based on District-wide FTEs. As the District's FTEs increased, the cost of maintenance on the licenses has increased accordingly. The current Board item for Oracle Ordering documents for 38,746 licenses combines the maintenance for all licenses purchased up to this time.

Oracle License History:

The original 2005 purchase of the Oracle Full Use Campus Wide Licenses was for 28,432 FTEs from SunGard. FTEs are determined by data the District provides to the California Community Colleges Chancellor's Office.

In the second year (2006-07) of Project Voyager, the District was required to purchase 7,000 additional FTE licenses from SunGard.

In the third year (2007-08) 3,314 additional FTE licenses were purchased and the District switched to purchasing directly from Oracle saving \$57,119.

If you have any questions or would like further information, please do not hesitate to call me at x84613.





20-Aug-09

Don Cock
COAST COMMUNITY COLLEGE DISTRICT
1370 Adams Avenue
COSTA MESA
CA 92626
United States

Dear Don Cock,

The technical support services and benefits provided under service contract number 1737031 will expire, or have expired, on 30-Sep-09. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 1737031, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 1-Sep-09.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Honi Grasing
Oracle Support Services
E-mail: honi.grasing@oracle.com
Tel.: 16104084859
Fax: 17197574287



Ordering Document

Service Contract #: 1737031 Offer Expires: 30-Sep-09 Payment Terms: 30 NET from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Honi Grasing Telephone: 16104084859 Fax: 17197574287 E-mail: honi.grasing@oracle.com
CUSTOMER: COAST COMMUNITY COLLEGE DISTRICT	
QUOTE TO Account Contact: Don Cock Account Name: COAST COMMUNITY COLLEGE DISTRICT Address: 1370 Adams Avenue COSTA MESA CA 92626 United States Telephone: 714.438.4645 Fax: E-mail: donc@cccd.edu	BILL TO Account Contact Accounts Payable Account Name: COAST COMMUNITY COLLEGE DISTRICT Address: 1370 Adams Avenue COSTA MESA CA 92626 United States Telephone: Fax: E-mail: @

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Honi Grasing at honi.grasing@oracle.com or 17197574287. Please also include service contract number 1737031 on such reply.

Service Details

Service Level: Software Update License & Support					End Date: 30-Sep-10	
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Advanced Security - Processor Perpetual	13480152	6		FULL USE	1-Oct-09	9,630.48
Configuration Management Pack - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	7,696.27
Diagnostics Pack - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	7,696.27
Tuning Pack - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	7,696.27
Diagnostics Pack for Internet Application Server - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	7,696.27
Oracle Database Enterprise Edition - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	102,616.99
Internet Application Server Enterprise Edition - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	76,962.75
Configuration Management Pack for Oracle Middleware - Named User Plus Perpetual	14598095	28432		FULL USE	1-Oct-09	7,696.27
Internet Developer Suite - Named User Plus Perpetual	14598095	10		FULL USE	1-Oct-09	6,173.39
Programmer - Named User Plus Perpetual	14598095	8		FULL USE	1-Oct-09	987.76
Diagnostics Pack for Oracle Middleware - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	2,320.44
Configuration Management Pack - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	1,160.22
Diagnostics Pack - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	1,160.22
Configuration Management Pack for Oracle Middleware - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	1,160.22
Internet Application Server Enterprise Edition - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	11,602.21
Oracle Database Enterprise Edition - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	15,469.62
Tuning Pack - Named User Plus Perpetual	15896884	3314		FULL USE	1-Oct-09	1,160.22
Advanced Security - Processor Perpetual	15492364	2		FULL USE	1-Oct-09	2,567.36
Oracle Database Enterprise Edition - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	23,879.42

Service Level:	Software Update License & Support	End Date: 30-Sep-10
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Internet Application Server Enterprise Edition - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	17,909.58
Tuning Pack - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	1,790.96
Configuration Management Pack - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	1,790.96
Diagnostics Pack for Internet Application Server - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	1,790.96
Diagnostics Pack - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	1,790.96
Configuration Management Pack for Oracle Middleware - Named User Plus Perpetual	15492364	7000		FULL USE	1-Oct-09	1,790.93

Subtotal: USD 322,197.00

Total Amount: USD 322,197.00

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Honi Grasing at 16104084859 or at honi.grasing@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, COAST COMMUNITY COLLEGE DISTRICT acknowledges that Customer has authorized COAST COMMUNITY COLLEGE DISTRICT to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. COAST COMMUNITY COLLEGE DISTRICT agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to COAST COMMUNITY COLLEGE DISTRICT during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the SL5A-7586-29-AUG-96. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the SLSA-7586-29-AUG-96, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If COAST COMMUNITY COLLEGE DISTRICT is a tax exempt organization, a copy of COAST COMMUNITY COLLEGE DISTRICT's tax exemption certificate must be submitted with COAST COMMUNITY COLLEGE DISTRICT's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 1737031
- Term of Service: 1-Oct-09 to 30-Sep-10
- Final Total: USD 322,197.00 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: SLSA-7586-29-AUG-96

In issuing a purchase order, COAST COMMUNITY COLLEGE DISTRICT agrees that the terms of this ordering document and the terms of SLSA-7586-29-AUG-96 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 1737031
- Term of Service: 1-Oct-09 to 30-Sep-10
- Final Total: USD 322,197.00 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: SLSA-7586-29-AUG-96

In issuing a check, COAST COMMUNITY COLLEGE DISTRICT agrees that only the terms of this ordering document and the terms of SLSA-7586-29-AUG-96 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 1737031
Term of Service: 1-Oct-09 to 30-Sep-10
Final Total: USD 322,197.00 (excluding applicable tax)
Agreement: SLSA-7586-29-AUG-96

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, COAST COMMUNITY COLLEGE DISTRICT agrees that only the terms of this ordering document and the terms of SLSA-7586-29-AUG-96 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Honi Grasing
Oracle Support Services
Fax: 17197574287
E-mail: honi.grasing@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle USA, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028