
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, January 20, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

- 1.01 Call to Order
- 1.02 Roll Call
- 1.03 Public Comment (Closed Session – Items on Agenda)

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

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 a later point in the Agenda. 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 of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

- 1.04 Recess to Closed Session

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

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

- 1. Faculty Special Assignments
- 2. Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Educational Administrators
 - a. Dean
- 6. Classified Management
- 7. Classified Staff
 - a. Student Financial Aid/Fiscal Specialist
 - b. Secretary
 - c. Title III Staff Assistant

- d. Seaport Learning Mgmt System Analyst/Programmer
- 8. Reclassification and Reorganization/Reassignment
 - a. Supervisor, Disabled Students Program & Services to Campus Human Resource Analyst
 - b. Division Area Special Assignment-Administrative Coordinator
- 9. Classified Temporary Assignments
 - a. Special Assignment
 - Revisions to Previous Board Action
 - a. Child Development Specialist
 - b. Special Assignment
 - c. Special Assignment
 - d. Special Assignment
 - e. Special Assignment
 - f. Special Assignment
 - g. Systems Analyst 2
 - h. Dir, Computer Services
 - i. Campus HR Analyst
 - j. Maintenance Lead
 - k. Groundskeeper Lead
 - l. Special Assignment
 - m. Staff Specialist
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

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

Threatened Litigation by Evagelina Magana
Threatened Litigation by Dian Torres
Threatened Litigation by Ikon Office Solutions, Inc.

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

Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222
Coast Federation of Educators v. Coast Community College District (CFE Arbitration)
Faber v. Coast Community College District et al., Orange County Superior Court Case No. 30-2009-00126090
Jacobson v. Coast Community College District (Arbitration)
Williams v. Coast Community College District, US District Court Case No. SACVIO-47 DOC (MLGX)

**1.04.04 Conference with Labor Negotiator
(Pursuant to Government Code Section 54957.6)**

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: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

1.04.05 Public Employee Discipline/Dismissal/Release

1.04.06 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)

Position: Chancellor

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

1.06 Pledge of Allegiance – Trustee Lorraine Prinsky

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Resolutions to Honor and Accept the Retirements

2.00 General Information and Reports

2.01 Informative Reports

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

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

2.01.03 Reports from the Officers of Student Government Organizations

- 2.01.04 Reports from the Academic Senate Presidents
- 2.01.05 Reports from Employee Representative Groups
- 2.01.06 Reports from the Board of Trustees
- 2.01.07 Reports from the Board Committees & Review of Board Committee Meeting Dates
- 2.01.08 LPA Architecture to present a Design Concept Presentation for the Coastline College Newport Beach Learning Center
- 2.02 Matters for Review, Discussion and/or Action
 - 2.02.01 Review of Board Meeting Dates
 - 2.02.02 Consideration of Meetings and Conferences of the American Association of Community College (AACC) Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)
 - 2.02.03 Opportunity for the Board to Review the Board Directives Log
 - 2.02.04 Opportunity for Trustees to Review Policy 010-2-23, College Bookstores
 - 2.02.05 Opportunity for the Board of Trustees to Review Policy 010-2-24, Associated Students' Finance
- 2.03 Review of Buildings and Grounds Reports
 - Orange Coast College Child Care Afterschool Classroom
 - Orange Coast College New Consumer Health & Science Lab Building
 - Orange Coast College Student Center Renovation
 - Golden West College Learning Resource Center
 - Coastline College Newport Beach Learning Center
- 3.00 Consent Calendar
- 3.01 Curriculum Approval
- 3.02 Authorization for Attendance at Meetings and/or Conferences
 - 1. Meeting for the Board of Trustees
 - 2. Meetings for Faculty and Staff
- 3.02.01 Authorization for Student Trips – Coastline Community College
- 3.02.02 Authorization for Student Trips – Golden West College
- 3.02.03 Authorization for Student Trips – Orange Coast College
- 3.03 General Items
 - 3.03.01 Authorization for Special Projects – Coastline Community College

- 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
None
- 3.03.08 Approval of Clinical Contracts – Orange Coast College
- 3.03.09 Approval of Standard Agreements – Coastline Community College
None
- 3.03.10 Approval of Standard Agreements – Golden West College
None
- 3.03.11 Approval of Standard Agreements – Orange Coast College
- 3.03.12 Approval of Standard Agreements – District
None
- 3.03.13 Authorization for Purchase of Institutional Memberships – Coastline Community College
- 3.03.14 Authorization for Purchase of Institutional Memberships – Golden West College
- 3.03.15 Authorization for Purchase of Institutional Memberships – Orange Coast College
- 3.03.16 Authorization for Purchase of Institutional Memberships – District
- 3.03.17 Authorization for Sailing Program – Orange Coast College
- 3.04 Personnel Items
- 3.04.01 Authorization for Resignations, Layoffs, Exhaustion of Benefits and Terminations
- 3.04.02 Authorization for Leaves of Absence
- 3.04.03 Authorization for Schedule Changes, Classified Staff
- 3.04.04 Approval of Sabbatical Leave Requests
- 3.04.05 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 Professional Development Program
None
- 3.05.06 Authorization for Staff Development – Coastline Community College
- 3.05.07 Authorization for Staff Development – Golden West College
None
- 3.05.08 Authorization for Staff Development – Orange Coast College
None
- 3.05.09 Authorization for Staff Development – District
None
- 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 Approval of Special Payments – Orange Coast College
 - 3.06.05 Approval of Community Activities – Orange Coast College
 - 3.06.06 Approval of Off Campus Assignments
- 4.00 Action Items
 - 4.01 Approval of Agreements – Coastline Community College
 - 4.01.01 Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District
 - 4.01.02 Approve Agreement between the Westin South Coast Plaza Costa Mesa and the Coast Community College District for the Location for the Business Education Statewide Advisory Committee (BESAC) Annual Curriculum Conference
 - 4.01.03 Approve Agreement between the County of Orange and the Coast Community College District to Operate a Special Project under Workforce Investment Act (WIA) Rapid Response for Business Assistance Services
 - 4.02 Approval of Agreements – Golden West College

- 4.02.01 Approve Amendment to Non-Standard Agreement with Foundation for California Community Colleges for Operation of BAR Smog Referee and Student Technician Training Program
- 4.02.02 Approve Non-Standard Agreement with Institute of Reading Development to Teach a Series of Reading Enrichment Programs
- 4.03 Approval of Agreements – Orange Coast College
 - 4.03.01 Authorization to enter into a Non-Standard Agreement between Autodesk Education Suites and the Coast Community College District for the annual renewal of the lease of 125 sets of “Autodesk Education Master Suite for Students” for students enrolled in the Drafting, Architecture, and Interior Design curriculum
 - 4.03.02 Authorization to enter into a Non-Standard Agreement between Guardian Power Protection Services and the Coast Community College District for the uninterruptable power source (UPS) and generator providing backup power to the Information Technology building on the Orange Coast College campus
- 4.04 Approval of Agreements – District
None
- 4.05 Buildings and Grounds Approvals
 - 4.05.01 Authorization to File Notice of Completion
 - 4.05.02 Approve Architect Agreement with Stern Architects; Orange Coast College Baseball Restroom Building
- 4.06 General Items of Business – Coastline Community College
None
- 4.07 General Items of Business – Golden West College
None
- 4.08 General Items of Business – Orange Coast College
None
- 4.09 General Items of Business – District
 - 4.09.01 Consideration of Nomination to the California Community College Trustees (CCCT) Board of Directors
 - 4.09.02 Review and Consideration of Proposals and Selection of Recruiting Firms for Vice Chancellor of Human Resources position
 - 4.09.03 Review and Consideration of Proposals and Selection of Recruiting Firms for President, Coastline Community College position
- 4.10 Policy Implementation
 - 4.10.01 Adoption of Revisions to Policy 010-2-6, Policy and Administrative Procedure

- 4.10.02 Adoption of Policy 010-2-25, Board of Trustees Personnel Committee
- 4.10.03 Adoption of Policy 010-2-26, Board of Trustees Budget Committee
- 4.11 Appointments to Board Committees
 - 4.11.01 Appointments of Trustees to Board of Trustees Personnel Committee
 - 4.11.02 Appointments of Trustees to Board of Trustees Budget Committee
 - 4.11.03 Appointments of a Trustee and Community Member to the Search Committee for the Vice Chancellor of Human Resources position
 - 4.11.04 Appointments of a Trustee and Community Member to the Search Committee for the President, Coastline Community College position
- 4.12 Approval of Employment Agreement, Dean, Business, Computing & Career Services (OCC)
- 4.13 Resolutions
 - 4.13.01 Adoption of Resolution 10-01 to Approve Nonresident Tuition Fee, 2010/2011
- 4.14 Approval of Minutes
 - Regular Meeting of: December 9, 2009
 - Special Meeting of: December 16, 2009
- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

1.00 Preliminary Matters

Meeting: 01/20/2010 Regular Meeting
Category: 1. Preliminary Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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 Section 54957 (b)(1))

1. Faculty Special Assignments
2. Substitute Faculty

3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Dean
6. Classified Management
7. Classified Staff
 - a. Student Financial Aid Accounting/Fiscal Specialist
 - b. Secretary
 - c. Title III Staff Assistant
 - d. Seaport Learning Mgmt System Analyst/Programmer
8. Reclassification and Reorganization/Reassignment
 - a. Supervisor, Disabled Students Program & Services to Campus
 - b. Human Resource Analyst
 - c. Division Area Special Assignment-Administrative Coordinator
9. Classified Temporary Assignments
 - a. Special Assignment

Revisions to Previous Board Action

 - a. Child Development Specialist
 - b. Special Assignment
 - c. Special Assignment
 - d. Special Assignment
 - e. Special Assignment
 - f. Special Assignment
 - g. Systems Analyst 2
 - h. Dir, Computer Services
 - i. Campus HR Analyst
 - j. Maintenance Lead
 - k. Groundskeeper Lead
 - l. Special Assignment
 - m. Staff Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

Threatened Litigation by Evagelina Magana

Threatened Litigation by Dian Torres

Threatened Litigation by Ikon Office Solutions, Inc.

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

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

Coast Federation of Educators v. Coast Community College District (CFE Arbitration)

Faber v. Coast Community College District et al., Orange County Superior Court
Case No. 30-2009-00126090

Jacobson v. Coast Community College District (Arbitration)

Williams v. Coast Community College District, US District Court Case No. SACVIO-47 DOC

(MLGX)

**1.04.04 Conference with Labor Negotiator
(Pursuant to Government Code Section 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: Association of Confidential Employees (ACE),

Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

1.04.05 Public Employee Discipline/Dismissal/Release

**1.04.06 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)**

Position: Chancellor

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

- 1.06 Pledge of Allegiance - Trustee Lorraine Prinsky
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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

- 1.09 Presentations, Ceremonial Resolutions and Public Hearings
 - 1.09.01 Resolutions to Honor and Accept the Retirements

Classified

Badenoch, Sandra, DIS, Staff Aide, retirement effective 12/31/09.

Whereas, Sandra Badenoch, Staff Aide is retiring from the Coast Community College District effective the thirtieth day of December 2009; and

Whereas, Sandra Badenoch began her employment with the Coast Community College District as part-time clerical in 1993; and

Whereas, in 1998 Sandra Badenoch was promoted to full-time Typist Clerk, Sr. and then in 2004 to Computer User Support Assistant; and

Whereas, in July 2004, Sandra Badenoch served as 50% Computer User Support Assistant and 50% Secretary, Sr. and then Staff Aide from July 2006 until her retirement; and

Whereas, Sandra Badenoch wishes to thank everyone with whom she worked for enlarging her view of the world and offering up challenges that enriched her experience at Coast; and

Whereas, in retirement, Sandra Badenoch and her husband look forward to spending time with their children and grand-daughter, early morning walks on the beach, gardening, visiting Yosemite, and traveling to visit with family members.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Ms. Badenoch for her years of service to the Coast Community College District and offer her and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Sandra Badenoch on this day, the twentieth of January in the year 2010.

Mac Donald, John, OCC, Campus Security Officer, retirement effective 12/30/09.

Whereas, John MacDonald, Campus Security Officer is retiring from Orange Coast College effective the thirtieth day of December 2009; and

Whereas, John MacDonald began his employment with Orange Coast College as a part-time Campus Security Officer in April 1992; and

Whereas, in February 1994 John MacDonald was promoted to full-time Campus Security Officer where he remained for over fifteen years; and

Whereas, John MacDonald states, "Working at the Public Safety Department has been one of the greatest experiences of my life. Orange Coast College is truly a close family and the time I spent there will always be cherished. I will have a lifetime of memories to keep with me. I want to thank everyone for all they have done for me over the years and the friendships we have developed. It has been a pleasure being an officer in the Public Safety Department."

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to John MacDonald for his years of service to Orange Coast College and the Coast Community College District and offer him and his family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of John MacDonald on this day, the twentieth of January in the year 2010.

Additional Administrative Comment

Created on 1/14/2010 by J. P. May Jr. / Rodriguez. Last updated on 1/15/2010 by Tracy Sanders.

2.00 General Information and Reports

Meeting: 01/20/2010 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: 01/13/2009 10:03 AM by John Rodriguez. Last updated on 01/13/2010 07:00 by John Rodriguez.

2.01 Informative Reports

Meeting: 01/20/2010 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 Report from the Chancellor
- 2.01.02 Reports from the Presidents
 - Coastline Community College
 - Golden West College
 - Orange Coast College
- 2.01.03 Reports from the Officers of Student Government Organizations
 - Coastline Community College
 - Golden West College
 - Orange Coast College
- 2.01.04 Reports from the Academic Senate Presidents
 - Coastline Community College
 - Golden West College
 - Orange Coast College
- 2.01.05 Reports from Employee Representative Groups
- 2.01.06 Reports from the Board of Trustees
- 2.01.07 Reports from the Board Committees & Review of Board Committee Meeting Dates
 - Audit Committee
 - Accreditation Committee
 - Career Technical Education Committee
 - Land Development Committee

Upcoming Meetings:

Land Development	January 15, 2010	Board Conference Room 10:00 a.m.
Career Technical Education	January 26, 2010	Board Conference Room 10:00 a.m.
Accreditation	February 24, 2010	Board Conference Room 3:00 p.m.

2.01.08 LPA Architecture to present a Design Concept Presentation for the Coastline College Newport Beach Learning Center

Additional Administrative Content

Created on 11/02/2009 at 09:33 AM by Joe Rodriguez. Last updated on 01/13/2010 by Tracey Sanders.

2.02 Matters for Review, Discussion and/or Action

Meeting: 01/20/2010 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>
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 Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)

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

2.02.03 Opportunity for the Board to Review the Board Directives Log

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



1-20-10 Meeting.pdf

2.02.04 Opportunity for Trustees to Review Policy 010-2-23, College Bookstores

On August 19, 2009, the Board reviewed the draft Policy, "College Bookstores" and unanimously approved the policy in principle. The policy was referred to the Chancellor and Student Trustee to create a Task Force of faculty, staff, and students to review the policy and propose suggested changes. Additional review was conducted by the Board President.

Below for Trustees' consideration is the policy approved in principle by the Board, with additions by the Task Force marked in **bold** and deletions in ~~strikethrough~~.

At this time, Trustees shall have the opportunity to review Policy 010-2-23, College Bookstores.

INTRODUCTION
(Board of Trustees)

010-2-23
Approved xx/xx/xxxx

The Board of Trustees, for the benefit of students of the colleges, College bookstores in the Coast Community College District are established by the Board of Trustees for the benefit of the students of the college establishes college bookstores in the Coast Community College District (District)

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

~~bookstores also shall serve the needs of the faculty, ensuring that course textbooks and materials are available to students.~~

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

Fiscal management of the colleges' bookstores shall be in accordance with the California Community Colleges Budget and Accounting Manual **pursuant to Education Code Section 81676.** An annual audit of the records and accounts of the college bookstores (or financial accounting as required by the contract with an outside vendor) shall occur pursuant to Education Code provisions and shall be made public and shall be provided to the Board of Trustees by each college. **General bookstore operations can vary between the individual colleges.**

~~College bookstores may be operated by the students, the college administration, or by a qualified vendor. Upon the request of the college student government and the college administration, the Board of Trustees may select an outside vendor to operate a college bookstore. Each of the colleges may recommend their individual bookstore operational management, as determined by the participatory governance structure at each college (including, but not limited to, operation by students, college administration, or a qualified vendor) to the Board of Trustees for consideration. Provisions of a Request for Proposals and the selection of a qualified vendor must be in accordance with applicable Board policies and follow state laws (including the Educational Employment Relations Act) and Education Code. When a college wants to consider an outside vendor, a Request for Proposals, prior to release, shall be submitted to the Board of Trustees for approval. In addition, the final contract with the outside vendor shall be approved by the Board of Trustees, finding that such outside vendor operation will be in the best interest of students. Selection of a vendor, if approved, will follow state and Education Code and laws. The selection of a qualified vendor must be by competitive process, including a bid process or by a Request for Proposals approved by the Board of Trustees, with contract approval by the Board of Trustees finding that such outside vendor operation will be in the best interests of the students.~~

The goal of a college bookstore is to be self-sufficient. Net proceeds, if any, from the operation of each college bookstore shall be used for the benefit of the student body as determined by the governance and/or budget process of each college.

Education Code Section 81676

2.02.05 Opportunity for the Board of Trustees to Review

Policy 010-2-24, Associated Students' Finance

On August 19, 2009, the Board reviewed the draft policy, "Associated Student's Finance" and unanimously approved the policy in principle. The policy was referred to the Chancellor and Student Trustee to create a Task Force of Faculty, staff, and students to review the policy and propose suggested changes. Below for Trustees' consideration is the policy approved in principle by the Board, with additions by the Task Force marked in **bold** and deletions in ~~strikethrough~~.

At this time, Trustees shall have the opportunity to review Policy 010-2-24, Associated

INTRODUCTION
(Board of Trustees)

010-2-24
Approved XX/XX/XXXX

ASSOCIATED STUDENTS' FINANCE

PURPOSE

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

POLICY

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

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

I. Definition of Student Body Funds

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

II. Policies Relating to Use of Student Body Funds

A. The Board of Trustees, **with the recommendation of the Associated Student Government**, shall approve in advance any proposed college associated student fund expenditure which is a:

1. **Budget line item or aggregate expenditures requested by a non-student group, organization or individual that exceeds \$100,000 in one fiscal year** for any project or program requested by a non student group, organization or individual;

2. Requires a commitment of funds beyond one **fiscal** year.

B. All funds shall be expended according to procedures established by the Associated Students of each college, subject to the approval of each of the following three persons, which shall be obtained each time before any funds are expended:

1. The College President, or designee;

2. The employee who is the designated advisor of the particular student body organization; and

3. The President, or other designee, of the student body organization.

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

welfare of the students.

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

1. Proper Accounting. That the funds of the student body have been properly accounted for, including verification insofar as it is practicable of cash receipts, disbursements and balances.

2. Solvency. That the student body is solvent or in a satisfactory financial condition, with special reference to cash on hand and unpaid obligations.

3. Efficiency. That efficient methods and procedures are used in accounting and controlling cash transactions. The Chancellor shall present recommendations for any changes in methods and procedures as are judged necessary to produce the desired efficiency.

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

Education Code Sections 76063, 76064

Additional Administrative Comment

Created: 11/16/2009 at 10:05 PM by: CCCD Admin. Last Updated: 11/16/2010 by: Tracy Sanders

2.03 Review of the Buildings and Grounds Report

Meeting: 01/20/2010 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.03 Review of the Buildings and Grounds Report****Orange Coast College Child Care Afterschool Classroom**

Architect: Taylor Architects
 Construction Start: December 2008
 Est. Completion: January 2010
 Funding Source: OCC Foundation

Project Status: The Board approved the "Takeover Agreement" between CCCD and Allegheny Casualty Insurance ("Surety") on October 13, 2009 which enables the surety to perform the remaining project scope in place of the prior terminated contractor. **Currently, final "finish work" items are being completed and the campus is scheduled to take occupancy on or before January 21st. The Authorization to file a Notice of Completion for this project is itemized on the January 20, 2010 board agenda for action.**

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
 Construction Manager: CW Driver
 Est. Completion: October 2010
 Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: Due to large building footprint and tight building quarters site access continues to present a significant challenge. **Exterior framing and "rough" mechanical, electrical, and plumbing are in process on all three buildings. The first siding (stucco) installation is scheduled for the end of January.**

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
 Construction Manager: CW Driver
 DSA Approval: Pending (Estimated September 2009)
 Construction Start: June 2010
 Est. Completion: January 2011

Funding: Measure C General Obligation Bond

Project Status: This project has been postponed from the originally anticipated December 2009 start and tentatively rescheduled to begin in June 2010. **The temporary “swing space” site plan and campus needs assessment are complete, this component of the project is currently advertised, and bids will be opened on February 5th. The transitional space is on schedule to be operational for the Fall 2010 semester, however the remodel of the existing Student Center is currently tracking behind schedule, awaiting DSA approval.**

Golden West College Learning Resource Center

Architect: Steinberg Group
Construction Manager: URS
DSA Approval: March 2008
Construction Start: July 2008
Est. Completion: August 2010
Funding Source: Measure C General Obligation Bond

Project Status: No cost and low cost project recovery solutions have been implemented in order to recover lost time on the project and achieve the campus goal of opening the building to students in Fall 2010. **The majority of the concrete work for this project is complete (a significant project milestone), and the concrete contractor is currently demobilizing from the site. Installation of metal panel siding, fabrication of interior stairwells, and commencement of roofing installation is scheduled in the next two weeks.**

Coastline College Newport Beach Learning Center

Architect: LPA Architecture
Construction Manager: CW Driver
DSA Approval: Pending (Estimated August 2010)
Est. Construction Start: October 2010
Est. Completion: January 2012
Funding: Measure C General Obligation Bond

Project Status: This project is in the programming phase which will ensure that the needs and expectations of the campus are reflected in the design and functionality of the building. Bi-monthly meetings with the architect, construction manager, and campus constituents are ongoing. The architect's original project scope has been modified as a result of the additional parcel that was acquired which will require some additional design development.

Additional Administrative Content



3.00 Consent Calendar

Meeting: 01/20/2010 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

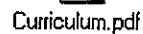
Additional Administrative Content

Created on 1/16/2010 at 04:05 PM by Rebecca Hatch. Last updated on 01/16/2010 by Jodi Rodriguez.

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

3.01 Curriculum Approval

- 3.01.01 Approval of New Courses
- 3.01.02 Approval of Course Revisions/Retirements/Suspensions/Reinstatements
- 3.01.03 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements



DOI: 10.1002/for

3.01.01 Approval of New Courses

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

Golden West College

Effective Spring 2010

English G180H – Shakespeare Honors; 3.0 units

Semester length; 54 semester lecture hours; prerequisite: English G100; fee: none; grading method: letter grade. In this course honors students will participate in an intensive study of the works of Shakespeare and his dramatic and poetic contemporaries. Students will be expected to read more plays and poems written by Shakespeare than in the standard class, and expected to write longer, more critically researched essays than in the standard Shakespeare course. Out-of-class enrichment activities—attending live productions of Shakespeare's plays, viewing (and writing about) movie adaptations of Shakespeare's work—will also be expected.

In addition, students will be held to a higher level of academic excellence: the instructor will expect essays, in-class presentations, and classroom contributions to discussions will reflect a level of academic and intellectual rigor and nuance that is consistent with the standards of the Golden West College Honors Program.

Effective Fall 2010

Digital Media G100 – Digital Media, Introduction; 3.0 units

Semester length; 36 semester lecture hours; 36 semester non-lecture hours; prerequisite: none; fee: \$20.00; grading method: student option. The history, concepts and theory behind digital media as well as basic video production process, digital video techniques, camera and recording basics, script and production formats, video and audio fundamentals, digital recording and editing basics, basic microphone technique, digital mixing, and digital signal processing will be surveyed. This course may be taken 2 times.

Mathematics G282 – Ordinary Differential Equations; 4.0 units

Semester length; 72 semester lecture hours; prerequisite: Math G185; fee: \$2.00; grading method: letter grade. This course provides students with an introduction to the theory, techniques and applications of ordinary differential equations. The topics covered include first-order differential equations, higher-order differential equations, power series solutions, Laplace transforms, systems of differential equations and numerical methods.

3.01.02 Approval of Course Revisions/Retirements/Suspensions/Reinstatements**Course Revisions:**

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

Golden West College

Effective Fall 2010

	FROM	TO
<u>PE G105 – Adapted Strength and Fitness</u>		
Semester Hours:	27.0 non-lecture	54.0 non-lecture
Course Units:	0.5	1.0
<u>PE G108 – Adapted Aquatics</u>		
Semester Hours:	27.0 non-lecture	54.0 non-lecture
Course Units:	0.5	1.0

3.01.03 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements**Program/Option Revisions:**

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

Golden West College

Effective Fall 2010

Communication Studies - Major

Required Course:	Delete:	Communication Studies G260 – Organizational Communication
	Add:	Communication Studies G175 – Intercultural Communication
Elective Course:	Delete:	Communication Studies G175 – Intercultural Communication Communication Studies G190 – Prejudice, Discrimination and Inclusion
	Add:	Communication Studies G225/Peace Studies G225 – Negotiation and Mediation Communication Studies G260 – Organizational Communication

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 01/20/2010 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

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

Mary L Hornbuckle, Board Member (CCCD), to attend the Community College League of California 2010 Annual Legislative Conference, January 23-25, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$255, travel by Air Coach, to be paid from District Conference funds.

Walter G Howald, Board Member (CCCD), to attend the Community College League of California 2010 Annual Legislative Conference in conjunction with CCCT Board Meeting, January 22-25, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$385, travel by Air Coach, to be paid from District Conference funds.

Walter G Howald, Board Member (CCCD), to attend the Association of Community College Trustees 2010 National Legislative Summit, including a Diversity Committee Meeting, February 4-10, 2010, Washington, DC, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$839, 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 2010 Effective Trusteeship Workshop and Annual Legislative Conference, January 21 - 26, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including registration fees of \$265 and \$385 respectively, to be paid from District Conference funds. Travel by personal car, mileage expense not to exceed equivalent airfare.

Lorraine E Prinsky, Board Member (CCCD), to attend the Community College League of California Board Chair Workshop and 2010 Annual Legislative Conference, January 23 - 25, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including registration fees of \$55 and \$385 respectively, travel by Air Coach, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

Diane S Balding, Hourly Instructor (OCC), to attend the 2010 California Association for Dental Assistant Teachers Conference, April 23 - 25, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$450, to be paid from CFE/AFT Professional Development funds.

Geoffrey P Bellah, Instructor (OCC), to attend the Far West Popular Culture & American Culture Association 22nd Annual Meeting, March 11 - 14, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,076, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI funds.

Jamie M Blair, Instructor (OCC), to attend the 22nd International Conference on Technology in Collegiate Mathematics, March 11 - 14, 2010, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$130, travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI funds.

Sergio Borja, Adm/Records Tech 2 (CCC), to attend the Servicemembers Opportunity College Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Veterans Program funds.

Beverley P Brownell, Instructor (GWC), to attend the Faculty Development Conference 2010, February 11-13, 2010, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$499, travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds.

Rozanne M Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the California Association of Community College Registrars and Admissions Office Annual Conference 2010, April 28 - May 5, 2010 (vacation days: April 28 - 30), San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary funds.

Rozanne M Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the Council of College and Military Educators 2010 Annual Symposium, February 11-19, 2010, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$325, travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds, includes a vacation day.

Rachel Cervantes, Admi/Recordtech III (CCC), to attend the Servicemembers Opportunity College Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Veterans Program funds.

Ding-Jo H Currie, Interim Chancellor (CCCD), to attend the American Council on Education's 92nd Annual Meeting, March 5 - 9, 2010, Phoenix, AZ, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's conference funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the Community College League of California Annual Legislative Conference, January 24 - 25, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$385, travel by Air Coach, to be paid from Chancellor's conference funds.

Jennifer M De La Rosa, Mil/Cont Ed Tech III (CCC), to attend the Service Opportunity Colleges Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Contract Education Ancillary funds.

Velvet A Deatherage, Counselor (CCC), to attend the Service Opportunity Colleges Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Contract Education Ancillary funds.

Ruth E Dills, Counselor/Coordinator (CCC), to attend the Extended Opportunity Programs and Service Association Board Meeting, January 22, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Ruth E Dills, Counselor/Coordinator (CCC), to attend the State Student Services Survey Committee Meeting, February 3-4, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Angelina G Fonseca, Military/Cont Edu Specialist (CCC), to attend the Service Opportunity Colleges Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Contract Education Ancillary funds.

Steve Y Fullmer, Hourly Instructor (OCC), to attend the Southern California All Sports Clinic, January 22 - 24, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from Football Ancillary Account funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Educating for Careers Conference, February 28 - March 2, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$355, to be paid from CTE Community Collaborative Grant funds. As an SB70/SB1133 Director I am required to attend a Sunday meeting/session. The conference itself will give updates from the Chancellor's Office as well as activities and information related to improving our CTE Collaborative Grant.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the California Community Colleges Association for Occupational Education Spring 2010 Conference, March 16 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$395, travel by Air Coach, to be paid from Perkins VTEA IC Grant funds. To obtain resources and statewide updates from the State Chancellor's Office in Career and Technical Education.

Nathaniel C Harrison, Cont Ed Oper Cord Sr (CCC), to attend the Council of College and Military Educators 2010 Annual Symposium, February 11-19, 2010, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$325, travel by Air Coach, to be paid from Contract Education Auxiliary funds. Includes a vacation day.

Marcela V Hernandez, Hourly Counselor (CCC), to attend the Service Opportunity Colleges Consortium Workshop, February 3, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Contract Education Ancillary funds.

Nga Thi T Hong, Student Fin Aid Acct Fisc Spec (GWC), to attend the National Association of Student Financial Aid Administrators National Conference, July 17-22, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$2,200, including a registration fee of \$625, travel by Air Coach, to be paid from BFAP Categorical funds.

Nancy S Jones, Instructor (CCC), to attend the Community College League of California Conference, January 23-25, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$385, travel by Air Coach, to be paid from SAC Advocacy funds.

Cheryl L Jupiter, Counselor (OCC), to attend the 2010 National Student Success Conference, June 23 - 27, 2010, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Lucy A Kaliski, Hourly Instructor (GWC), to attend the Human Anatomy & Physiology Society Annual Meeting, May 29 - June 3, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$345, travel by Air Coach, to be paid from IPD AFT conference funds.

Joseph Kauo, Hourly Instructor (OCC), to attend the Southern California All Sports Clinic, January 22 - 24, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from Football Ancillary Account funds.

Marilyn J Kennedy, Instructor (OCC), to attend the Far West Popular Culture & American Culture Associations 22nd Annual Meeting, March 11 - 14, 2010, Las Vegas, NV, 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.

William F Kerwin, Risk Serv Manager (CCCD), to attend the Statewide Association of Community Colleges Annual Board Meeting, January 27-29, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$780, to be paid from Risk Services Management Conference funds, to be reimbursed by sponsoring agency.

Lois M Miller, Vice President (GWC), to attend the California Community College Association for Occupational Education Spring Conference, March 17-20, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from Perkins VTEA 1-C Grant funds.

Sacha R Moore, Instructor (GWC), to attend the International Journal of Arts and Sciences Academic Conference, June 3-15, 2010, Aix en Provence, France, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$340, travel by Air Coach, to be paid from IPD AFT conference funds, VP IPD funds.

Joy L Myers, Coordinator (OCC), to attend the 2010 California Association of Dental Assisting Teachers Conference, April 23 - 25, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$95, to be paid from CTE Community Collaborative Grant Teaching, methodology and scope of practice update to include lab practice to teach new skills effective 01/01/2010.

Joy L Myers, Coordinator (OCC), to attend the 43rd Annual National American Dental Education Association Allied Dental Program Directors' Conference, June 11 - 16, 2010, Broomfield, CO, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$475, to be paid from Full Time Academic Senate PDI funds.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers & California Community College Association for Occupational Education Joint Conference, March 16 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from Perkins VTEA IC Grant funds.

John A Ortega, Hourly Instructor (OCC), to attend the the Golfing Machine 2010 Teaching Summit, January 24 - 27, 2010, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, rental car and insurance, to be paid from CCA/CTA Union funds.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the Community College League of California Legislative Conference, January 24 - 25, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$385, travel by Air Coach, to be paid from Management Conference Funds - Public Information Office funds.

Kimberly A Pascoe, Instructor (GWC), to attend the 3rd Annual National Sign Language & Interpreting Conference, April 30 - May 1, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$125, to be paid from IPD AFT Conference funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education Spring 2010 Conference, March 16-19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,050, including a registration fee of \$100, travel by Air Coach, to be paid from Perkins VTEA Career Ed funds.

Jennifer L Rafferty, Hourly Instructor (OCC), to attend the 2010 California Association of Dental Assisting Teachers, April 23 - 25, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$450, to be paid from CCA/CTA Union funds.

Vincent P Rodriguez, Dean, Distance Learning (CCC), to attend the Tech Ed 2010 Conference, April

11-13, 2010, Pasadena, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Malinni N Roeun, Instructor (CCC), to attend the Twenty-Second International Conference on Technology in Collegiate Mathematics, March 11-14, 2010, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$240, travel by Air Coach, to be paid from PDI Conference & Workshops.

Robert S Schneiderman, Counselor (OCC), to attend the 29th Annual Conference on the First Year Initiative, February 12 - 16, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$545, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Debra A Secord, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Board Meeting, February 25-26, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from PDI Conference & Workshops.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCCD), to attend the Educating for Careers Conference, February 28 - March 2, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$355, to be paid from CTE Community Collaborative Grant funds, to stay up-to-date with CTE issues in California.

Stephen Y Tamanaha, Director (OCC), to attend the California Community Colleges Chancellor's Office Extended Opportunity Programs & Services Regional Coordinators Meeting, February 28 - March 1, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Calvin V Tang, Student Fin Aid Specialist (GWC), to attend the National Association of Student Financial Aid Administrators National Conference, July 17-22, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$2,200, including a registration fee of \$625, travel by Air Coach, to be paid from BFAP Categorical funds.

Gary S Treadwell, Instructor (GWC), to attend the Show Power, Transmission/Undercar Expo, March 17-20, 2010, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$1,271, including a registration fee of \$199, travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds.

Lynn M Walker, Hourly Instructor (CCC), to attend the Orange County Chapter California Teachers of English to Speakers of Other Languages Conference, February 6, 2010, Fullerton, CA, without loss of salary, with reimbursement for allowable expenses of \$55, including a registration fee of \$55, to be paid from PDI Conference & Workshops.

Michael R Warner, Instructor (CCC), to attend the Game Developers Conference San Francisco 2010, March 8-14, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$750, travel by Air Coach, to be paid from VTEA funds.

Joel C Wittenberg, Hourly Instructor (OCC), to attend the Southern California All Sports Clinic, January 22 - 24, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from Football Ancillary Account funds.

John W Young, Hourly Instructor (OCC), to attend the Southern California All Sports Clinic, January 22 - 24, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from Football Ancillary Account funds.

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 01/20/2010 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: Community College League of California 2010 Annual Legislative Conference
 Location: Sacramento, CA
 Dates: January 23 – January 25, 2010
 Department: Student Advisory Council
 Cost/purpose/funding source: Legislative updates/NTE \$1,250 per student x 2; SAC Advocacy funds
 Transportation: Airline

Conference/Activity: Various Activities
 Location: Indicated Below
 Dates: Indicated Below
 Department: Fairview Developmental Center
 Transportation: Fairview Developmental Center Bus

February 1 – South Coast Plaza, Santa Ana
 February 8 – Mason Regional Park, Irvine
 February 22 – Downtown Disney, Anaheim
 March 1 – Fashion Island, Newport Beach
 March 8 – Marconi Automotive Museum, Tustin
 March 15 – Newport Beach Pier, Newport Beach
 March 22 – Richard Nixon Library, Yorba Linda
 April 5 – Mile Square Park, Fountain Valley
 April 12 – The Block at Orange, Orange
 April 19 – Central Library, Newport Beach
 April 26 – Main Place Mall, Santa Ana
 May 3 – Orange County Zoo, Orange
 May 10 – Irvine Spectrum, Irvine
 May 17 – Cerritos Library, Cerritos
 May 24 – Bell Terra Mall, Huntington Beach

Additional Administrative Content

Created on: 1/13/2010 at 10:45 AM by Laurie Swanson. Last update on: 1/13/2010 by Tracy Sanders.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 01/20/2010 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.

International Student Program trip to Knott's Berry Farm

Location: Stanton, CA

Date(s): December 5, 2009

Department: International Student Program

Cost/purpose/funding source: \$300 for ticket fees from International Student Program funds

UC Santa Barbara Campus Tour

Location: Santa Barbara, CA

Date(s): April 16, 2010

Department: Counseling

Cost/purpose/funding source: NTE \$300 for food from Puente Program funds

UCLA "STOMP" Student Transfer Opportunity and Mentor Program

Location: Westwood, CA

Date(s): April 30, 2010

Department: Counseling

Cost/purpose/funding source: NTE \$300 for food from Puente Program funds

Children's Hospital Los Angeles Toy Drive

Location: Los Angeles, California

Date(s): December 17, 2009

Department: Student Activities

Cost/purpose/funding source: No expense to the college

Baseball Overnight Trips 2010

Location: Various

Date(s): February – May, 2010

Department: Athletics/Physical Education

Cost/purpose/funding source: NTE \$4,000 for lodging and meals from auxiliary funds.

Additional Administrative Content

Created on 1/15/2010 at 04:05 PM by Christina Ivins - Las; update on 01/18/2010 by Tracey Sanders.

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 01/20/2010 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.

USC Community College Choral Festival

Location: University of Southern California

Date: February 20, 2010

Department: Music Department/Visual & Performing Arts

Cost/Purpose/Funding Source: Registration fee of \$225 to be paid by ASOCC funds

Transportation: District and/or personal vehicles

Circle K District Convention

Location: Torrance, CA

Date: March 26-28, 2010

Department: ASOCC/College Life

Cost/Purpose//Funding Source: All members to receive leadership training; incoming officers to plan for the year; outgoing officers to be recognized for accomplishments; NTE \$3,600 for registration, hotel, and mileage to be paid from personal funds/ASOCC/and grants from the Kiwanis Club of Costa Mesa

Transportation: District and/or personal vehicles

Additional Administrative Content

Approved by the Board of Trustees on 01/20/2010 by the Board of Trustees

3.03 GENERAL ITEMS

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on 01/18/2010 at 04:55 PM by Jodi Rodriguez. Last Modified on 01/19/2010 by Jodi Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 01/20/2010 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

Early College High School Fair

Date: April 23, 2010

Location: Costa Mesa Center

Department: ECHS Parent Teacher Student Association

Purpose: Fundraiser for ECHS student activities

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

(Revision is to change date. Prior Board Approval: 12/9/09)

Peace, Justice and Acceptance Workshop

Date: March 12, 2010

Location: Garden Grove Center

Department: Diversity Committee

Purpose: Workshop on hate crimes and sexual assaults

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

California Association for College and Military Educators Regional Meeting

Date: March 18, 2010

Location: Garden Grove Center

Department: Contract Education

Purpose: To host regional meeting to discuss military education and legislation specific to the state of California.

Cost/purpose/funding source: NTE \$150; Contract Education Ancillary funds

Summer Institute on Technology and Teaching Excellence

Date: July 8 and July 9, 2010

Location: Garden Grove Center

Department: Technology Committee

Purpose: Training workshops highlighting technology strategies supporting faculty and staff

Cost/purpose/funding source: NTE \$15,000; Financial Task Force Priority #23 funds

Brown Bag Lunch Seminars

Date: January 21, 2010 through December 18, 2010

Location: Various Coastline locations

Department: Instructional Systems Development

Purpose: To improve faculty and staff's ability to contribute to and improve student success

Cost/purpose/funding source: NTE \$2334; College funds

Additional Administrative Content

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 01/20/2010 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****Chefs for Scholarships 2010**

Date(s): September 19, 2010

Department: Foundation/Patrons

Purpose: Annual GWC Patron's fundraising event

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

Veterans Information Luncheons

Date(s): January 25 and 28, 2010

Department: Outreach

Purpose: To inform veterans about their benefits, GWC services, campus tour and network with peers

Cost/purpose/funding source: NTE \$900 for lunch from general Outreach funds.

Science Olympiad

Date(s): March 12, 2010

Department: Physical Science

Purpose: Science competition for high school students

Cost/purpose/funding source: \$4816 for employment of outside individuals for judging from general funds & President's discretionary fund.

Invitational Softball Tournament

Date(s): March 5 – 7, 2010

Department: PE/Athletics

Purpose: Competition for softball team and team fundraiser

Cost/purpose/funding source: NTE \$10,000 for tournament expenses (umpires, awards, port a potties, snack bar, t-shirts, field crew, athletic trainer and programs). Costs will be paid for by tournament entry fees of participating teams and Women's Softball Tournament trust account.

Softball Team Banquet

Date(s): May, 2010

Department: PE/Athletics

Purpose: Award ceremony and dinner for softball team and their families

Cost/purpose/funding source: NTE \$3,000 from family members and trust funds.

Additional / Administrative Content

Created on 1/19/2010 1:05 PM by Christina Lynn, Last updated on 1/20/2010 by Christina Lynn

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 01/20/2010 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****California Welding Inspection (CWI) Seminar**

Date: A total of 8 Saturdays between March 27-May 22, 2010, and 8 Saturdays between August 14-October 2, 2010

Department: Welding Department/Technology

Purpose: Seminars and lectures hosted by OCC professors William Galvery and Richard Hutchison

Cost/Purpose/Funding Source: No fees or charges are collected by OCC

Banff Film Festival World Tour

Date: March 24, 2010

Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

Cost/Purpose/Funding Source: Expenses NTE \$3,000 from event proceeds

Friends of the Library Book Sale

Date: April 28, 2010

Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

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

Employee Workshop

Date: January 22, 2010

Department: Student Health Center

Purpose: Workshop facilitated by Judith Westerfield of Creativity to the Max

Cost/Purpose/Funding Source: Expenses NTE \$550 from health fees

"Study, Work, and Travel Abroad Fair"

Date: Spring, 2010 semester

Department: International Center

Purpose: Over 15 schools and organizations, including the District, will be represented to promote their study abroad programs; event to provide options and assist students who are interested in studying, working, and traveling abroad

Cost/Purpose/Funding Source: Expenses to be paid from International Center ancillary funds

Turbo Chef Demonstration

Date: January 27-28, 2010

Department: Consumer Health & Science/Hospitality

Purpose: Free event for students and the local community

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

Counseling and Special Services Spring Retreat

Date: Spring, 2010

Department: Staff Development

Purpose: Professional Development

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

Recognition Ceremony

Date: Spring, 2010

Department: Staff Development

Purpose: Professional Development

Cost/Purpose/Funding Source: NTE \$1,000 each for professional development and/or conference reimbursement for full time, part time, and classified winners for Orange Coast College Colleagues of the Year.

Early Alert Brown Bag Workshops

Date: Spring, 2010

Department: Staff Development

Purpose: Professional Development

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

Multicultural Celebration

Date: March 10-11, 2010

Department: Multicultural Committee

Purpose: Related events to include a presentation by Dr. Eduardo Arismendi-Pardi on "Ethnomathematics", round table of faculty and students, and the Langston Hughes Project co-hosted by the OCC Honors Program; ASOCC and student clubs will be involved.

Cost/Purpose/Funding Source: NTE \$1,000 to include refreshments, publicity, and related expenses to be paid from various funding sources including ASOCC/diversity/honors and other general/ancillary funds.

Brown Bag Lunch Programs

Date: Spring, 2010

Department: Multicultural Committee

Purpose: Monthly brown bag lunch programs

Cost/Purpose/Funding Source: NTE \$500 to include refreshments to be paid from general/ancillary sources

Additional Administrative Commentary

Created on 1/13/2010 9:45 PM by L. Martinez. Last modified on 01/13/2010 by L. Martinez.

3.03.04 Authorization to Apply for Funded Programs

Meeting: 01/20/2010 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 Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "**Career Technical Education Community Collaborative**". The Coast Community College District is the lead administrative partner for this CTE Community Collaborative project. The key community college participants include Coastline Community College, Cypress College, Fullerton College, Golden West College, NOCCCD School of Continuing Education, Orange Coast College, Saddleback College, and **Santa Ana College**. Additional partners in the regional collaborative and the Career Pathways programs include business and industry representatives, county ROP's, the Orange County Workforce Investment Board along with secondary education specialists from middle and high schools which include Garden Grove, Huntington Beach, Newport-Mesa, as well as other local Orange County school Districts. The role of CCCD will be to foster a meaningful educational process among these entities that introduces a closer relationship with middle schools, the introduction of new goals and new assessment systems for measuring progress, provision of enhanced technical learning for faculty members, and the introduction of professional development programs and opportunities designed to strengthen the skills of all staff associated with this CTE-Community Collaborative program. Additionally, our community college partners as listed above, through subgrantee agreements with the District Office, will work with their local high school and ROP partners on the grant approved CTE Sector Pathways to create new and/or enhance existing pathway partnerships. All oversight of this grant and subgrantee agreements will be handled through the District Educational Services department. **(Previous Board Approval: December 9, 2009)**

Fiscal Impact: If funded for this 3rd year of the project, Coast Community College District will receive \$306,500 from February 1, 2010 through March 31, 2012. There are matching funds of 10% required for this funding. **This grant has received an increase in funding of \$3,500. The revised grant amount is now \$310,000 with a 10% match of \$31,000. All match will be in-kind from project staff salaries and benefits as well as outside agency partners. In addition to the funding increase, the Collaborative is adding Santa Ana College as an additional key community college partner.**

Coastline College has applied for funding for the Chancellor's Office California Community Colleges Career Technical Education – Perkins Title 1B State Leadership Funds - Discipline/Industry Collaborative for Business Education grant titled "**Business Industry Collaborative (BIC) Grant**". The purpose of the grant is to ensure that Business/CIS career technical education responds to the current economic crisis and remains consistent with the needs of California's job market.

Fiscal Impact: If funded, Coastline Community College will receive \$300,000 from July 1, 2009 to and including August 31, 2010. All performance under this grant shall be completed by June 30, 2010. No matching funds required.

Coastline College has received funding for the Chancellor's Office California Community Colleges – Perkins Title 1B State Leadership Funds - Statewide Advisory Project titled "**Business Education**

Statewide Advisory Committee (BESAC)". Coastline Community College will serve as the 2009-2010 fiscal agent and facilitating institution for the Business Education Statewide Advisory Committee (BESAC) to host advisory committee meetings and co-sponsor the annual conference.

Fiscal Impact: Coastline Community College will receive \$38,000 from July 1, 2009 through June 30, 2010. No matching funds required.

Golden West College has applied for funding for the Pacific Gateway Workforce Investment Network and California State University Long Beach (CSULB) ARRA Program Training grants titled "**Joint Training Program – Clean Air Smog Check Technician Training**". This program will initiate and provide a training program for Clean Air Smog Check Technician Training. The program will accommodate 20 cohort students. It will be a joint training program between Golden West College, Pacific Gateway Workforce Investment Board and California State University Long Beach. Golden West will receive approximately \$5,500 per student to cover all student costs for the class including salaries and benefits, equipment/maintenance costs, and student support services (books, supplies, tools, uniforms, state licensing fees, or other regulatory/mandated certification expenses).

Fiscal Impact: If funded, Golden West College will receive \$110,005 (approximately \$5,500 per student) from February 2, 2010 through August 31, 2010. No matching funds required.

Additional Administrative Comment:

Source: CMT 14R1200 at 0:15 PM, 1/20/10. Associated with 14R1200 by T. Sandoz.

3.03.05 Authorization for Disposal of Surplus

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus



012010Surplus.pdf

Additional Administrative Content

Creation: IAS/2009/01/05 PM by CCG/Janet, Last update on 01/20/10 by Tracy Sanders

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Plotter DJ450C	9071903	C4715A	SG87P11036	I
Monitor	9033158	17" Studio	Cy0200BDGzC	I
Computer	9033157	G4	XB023L98J2S	I
Computer	9031760	G3	XA909OGCEWD	I
Computer	9047560	G4	XB13906TIF6	I
Oscilloscope	2005961	1222A	1845S 04287	I
Oscilloscope	2005959	1222A	1845S 04280	I
Computer	9025080	MMC	---	I
Computer	9030133	GX240	DV89411	I
Electronic Boards (5 boxes)	---	---	---	I
Computer	9053817	DHM	891WN21	I
Computer	9053782	DHM	4WNTM21	I
Computer	9053693	DHM	1FXF921	I
Computer	9053814	DHM	591WN21	I
Computer	9053820	DHM	J91WN21	I
Computer	9053692	DHM	7DXF921	I
Computer	9053819	DHM	191WN21	I
Computer	9053727	DHM	H07PD21	I
Computer	9053815	DHM	G91WN21	I
Computer	9053816	DHM	D81WN21	I
Computer	9053821	DHM	D91WN21	I
Computer	9053818	DHM	391WN21	I
Scanner	9032698	MRS-1200	93S3019994	I
External CD Drive	---	166550	17138940	I
Zip drive	9023409	Z100plus	PLBJ02E21J	I
Zip drive	9023410	Z100plus	PLBJ02E1W8	I
External CD Drive	9033016	103677	10140321	I
External CD Drive	9019097	CMHHZFP	172282	I
External CD Drive	---	CMHHZFP	172280	I
Tape Drive	9023419	CTT8000E-s	DM11L1G	I
File cabinet (top only)	---	---	---	P
Bookcase	---	---	---	P
CPU Stands (12)	---	---	---	P
File Cabinet (fireproof)	---	---	---	P
Ventilator	905947	Dura 2	ARLH0008	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Ventilator	9028858	IV 100	9026	P
Hub	9035663	AT-MR815T	F00T6237A	I
Computer	9023077	M4405	XB81322WAZ3	I
Monitor	9022399	M4681	CY716OA16UC	I
Monitor	9058661	M782	MY-08G157-47603-3BE-BRM4	P
Projector	9053686	CP-X327	G2J001927	I
Monitor	9060561	1704FPVt	CN-0J6642-71618-5B1-AMYJ	I
PC (front panel)	9016264	---	3605144 TO PC	I
Computer (9041936 in FAS)	9043736	---	122024842	I
Monitor	9022877	EO50	1272185372	P
Xerox Work Centre/Copier	9033751	XD125F	36175	P

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 01/20/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content**3.03.06 Authorization to Enter Standard Telecourse Agreements-
Coastline Community College**

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

ASTRONOMY: OBSERVATIONS AND THEORIES

Fort Hays State University (KS)

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

Frederick Community College (MD)

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

Prince George's Community College (MD)

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

Trine University (IN)

Term of Agreement: January 12, 2010 – May 6, 2010

CHILD DEVELOPMENT: STEPPING STONES

Allan Hancock College (CA)

Term of Agreement: February 1, 2010 – June 2, 2010

Texas Consortium for Educational Telecommunications (TX)

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

University of Utah (UT)

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

CONCEPTS IN MARKETING

Trine University (IN)

Term of Agreement: January 12, 2010 – May 6, 2010

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Iowa Lakes Community College (IA)

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

State Board for Community & Technical Colleges (WA)

Term of Agreement: January 1, 2010 – June 30, 2012

Texas Consortium for Educational Telecommunications (TX)

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

CYCLES OF LIFE: EXPLORING BIOLOGY

Texas Consortium for Educational Telecommunications (TX)

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

Trine University (IN)

Term of Agreement: January 12, 2010 – May 6, 2010

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Palomar College (CA)

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

FACES OF CULTURE – REVISED

NILRC (IL)

Term of Agreement: January 1, 2010 – December 31, 2011

MASTERING THE COLLEGE EXPERIENCE

Salt Lake Community College (UT)

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

THE PHOTOGRAPHIC VISION

Empire State College (NY)

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

Oregon Community College Distance Learning (OR)

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

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Texas Consortium for Educational Telecommunications (TX)

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

PSYCHOLOGY: THE HUMAN EXPERIENCE

Fort Hays State University (KS)

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

Iowa Lakes Community College (IA)

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

TRANSITIONS THROUGHOUT THE LIFE SPAN

Northern Virginia Community College (VA)

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

Created on 11/13/2009 at 10:48:5 PM by Nikki Sandoz. Last update on 01/13/2010 by Tracey Sanders

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.07 Approval of Clinical Contracts - Golden West College

None

Additional Administrative Content

Created on 11/14/2009 at 04:05 PM by Chris Euliyin. Last updated on 01/14/2010 by Tracy Sanchez.

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

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

Dr. Janice C. Chou Standard Clinical Affiliation Agreement
Newport Beach, CA
Term: January 21, 2010 to January 30, 2015
Compensation: None

Mesa Dental Standard Clinical Affiliation Agreement
Costa Mesa, CA
Term: January 21, 2010 to January 15, 2015
Compensation: None

St. Bernadine Medical Hospital Non-Standard Clinical Affiliation Agreement
San Bernardino, CA
Term: January 21, 2010 to September 1, 2010
Compensation: None
(Attachment # 8)

Agenda Item Content

Agenda Item 3.03.08 was updated by the Board of Trustees on 1/20/10.

Agenda Item

3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.09 Approval of Standard Agreements - Coastline Community College

None

Additional Administrative Content

Created on 01/19/2010 at 11:00 AM by the System. Last update on 01/19/2010 at 11:00 AM by the System.

3.03.10 Approval of Standard Agreements - Golden West College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.10 Approval of Standard Agreements - Golden West College

None

Additional Administrative Content

Created on 11/15/2016 at 1:00 PM by Chris Felt (IT) was on line on 01/16/2016, Trace 15 at line 1

3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.11 Approval of Standard Agreements - Orange Coast College**

Authorization to enter into a Standard Agreement between SEIU UHW - West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in Biology A210 "General Microbiology."

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between SEIU UHW-West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in Biology A210 "General Microbiology" as requested by the company from January 31, 2010, through May 31, 2010. It is further recommended that the Board President, or designee, be authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. Revision to Previous Board Action to change amount of revenue received. Previous Board approval 12/9/09.

Fiscal Impact: OCC Extended Education to receive \$38,950 revenue for this contract. Net Proceeds: Math and Science Division to receive 10% of total contract, and OCC Community Education office to receive net proceeds of this program.

Approval of Standard Field Experience Agreements

After review by District's General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into Standard Field Experience Agreements with the following institutions in connection with Mental Health Worker Field Experience Programs which are part of the Coast Community College District curriculum. The Board President, or designee, is authorized to sign these agreements and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda)

NEW

New Directions for Women Standard Field Experience Agreement
 (Residential Treatment Center)
 Costa Mesa, CA

Rehabilitation Institute of Southern California Standard Field Experience Agreement
 Orange, CA

Special Programs & Services at
 Coastline Community College Standard Field Experience Agreement
 Costa Mesa, CA

Fiscal Impact: Students may be required to obtain personal liability insurance during enrollment in Mental Health Worker Field Experience Program. The District may be required to provide Workers' Compensation insurance for each student participating in approved field work experience. This District provided insurance coverage is only in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

Additional Administrative Content

Created on 1/16/2009 at 2:05 PM by Lynne M. Minor. Last updated on 1/22/2010 by Trace Sanders.

3.03.12 Approval of Standard Agreements - District

Meeting: 01/20/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content

3.03.12 Approval of Standard Agreements - District

None

Additional Administrative Content

Created by: LINDSEY A. D. BARNES, CCODS - District of Columbia, Tracy Sanders

3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 01/20/2010 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content:

3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Name and Acronym: American Association of Paralegal Education (AAfPE)

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

Cost: \$450

Purpose: Membership is necessary for the approval process for accreditation of the program.

Name and Acronym: Microsoft Information Technology Academy Program

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

Cost: \$1,712.81

Purpose: Affords College full access to the benefits of the Microsoft IT Academy Program including software licenses.

Name and Acronym: College Board

Term of Membership: November 1, 2009 — October 31, 2010

Cost: \$325

Purpose: Membership provides services for the College to better meet the needs of non-traditional students and opportunities for communication across educational segments on important educational issues.

Additional Administrative Comments:

Created on: 11/19/2009 10:05 PM by: Laura S. Smith. Last updated on: 01/13/2010 10:40 AM by: S. Smith.

3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 01/20/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content:

**3.03.14 Authorization for Purchase of Institutional Memberships -
Golden West College**

Name and Acronym: Nursing Leadership Council (NLC)

Term of Membership: January 1 – December 31, 2010

Cost: \$150

Purpose: Allows networking access statewide with other nursing program instructors, web seminars, updates, leadership materials, and conferences.

Additional Administrative Content

Created on 1/13/2009 at 04:05 PM by Christine L. Ford. Last updated on 1/13/2010 by Christine L. Ford.

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.15 Authorization for the Purchase of Institutional Memberships - Orange Coast College

RENEWAL

Name and Acronym: Association for Core Texts and Courses (ACTC)

Term of Membership: 2009-2010

Cost: \$350.00

Purpose: Membership provides national support in seeking to build better core text and liberal arts education including conferences and activities. To be paid by Literature and Languages Division funds.

Name and Acronym: California Association of Community College Registrars and Admission Officers (CACCRAO)

Term of Membership: 2009-2010

Cost: \$200.00

Purpose: Membership provides a means to obtain current information on procedures, policies, and records pertinent to Admissions & Records. To be paid from A&R ancillary funds.

Name and Acronym: California Community Colleges Chief Student Services Officers (CCCCSSO)

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

Cost: \$300

Purpose: This is a statewide association of Chief Student Services Officers for the California Community Colleges. They meet throughout the year to discuss issues affecting the California Community Colleges.

Additional Administrative Content

3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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

RENEWAL

Name and Acronym: National Asian Pacific Islander Council (NAPIC)

Term of Membership: 2009-2010

Cost: \$750.00

Purpose: Membership will improve access to quality education for Asian Pacific Islanders in the United States, and develop collaborative efforts with other segments of higher education communities.

Membership fee includes annual membership dues of \$200.00 per campus and \$150.00 for district.

Additional Administrative Content

Source: 01/14/2010 District Board Meeting, District 3, Item 3.03.16, 01/20/2010, Tracie S. S. S.

3.03.17 Authorization for Sailing Program - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.17 Authorization for Sailing Program - Orange Coast College**

The following non-credit classes will be offered by the Marine Programs Office during the period of January 21, 2010 – December 31, 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.

NEW BOARD ITEMS**PROFESSIONAL EXPERTS****LIDO 14 CLASSES**

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 14 to 20 hours.

BEGINNING SAILING, Fee \$139, 20 hours.

INTERMEDIATE LIDO, Fee \$145, 18 hours

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

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

OCC SA CHECK-OUT, Fee \$100, 2 hours

AFTER SCHOOL SAILING, Fee: \$99; 10 hours

HOLIDAY SAILING CAMPS FOR KIDS, Fee: \$175, 20 hours.

PRESENTERS: Richard Crowe, Sheri Crowe, Diane K. De Witte, Debora Camille Dunne, Colleen Harber, Doug Kent, Brian Michael Kfoury, Garrett Laudenback, Marcus MacKenzie, Noel Manchan, Bryan W. McCormick, Robert Profeta, Karen Prioleau, Debora Lynn Robinson, Kirk Schuler, Ernie Schultz, Mette Segerblom, Merin Yoshida, Keith Kilpatrick, Darla Baldwin, Christopher Segerblom, Anne Marie Thompson, Daniel Segerblom, Robert White, Christopher McNally, Connor Bathen, Jessica Rohr, Alex Boullon (F)

HARBOR 20 CLASSES

LEARN TO SAIL ON A HARBOR 20, Fee: \$355, 12 hours

HARBOR 20 FAMILY SAILING, Fee: 1075, 12 hours – family of 4

SHIELDS CLASSES

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

PRIVATE LESSONS SHIELDS, Fee \$200, 3 hours

OCC SA CHECK-OUT, Fee \$100, 2.5 hours

SHIELDS I, Fee \$160 20 hours

SHIELDS II, Fee \$165 18 hours

SHIELDS III WITH SPINNAKER, Fee \$170, 18 hours

TEAM BUILDING REGATTAS, Fee: \$150 per person, 4 hours.

US SAILING BASIC KEELBOAT CERTIFICATION COURSE, Fee: \$550.00, 39 hours

US SAILING BASIC KEELBOAT CERTIFICATION CLASS, Fee: \$320.00, 14 hours.

SHIELDS RACING CLASS, Fee: \$125, 10.5 hours

WOMEN'S KEELBOAT, Fee: \$355, 12 hours

PRESENTERS: Richard Crowe, Sheri Crowe, Scott Culver, Diane K. De Witte, Debora Camille Dunne,

Colleen Harber, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Garrett Laudenback, Marcus MacKenzie, Noel Manchan, Bryan W. McCormick, Robert Profeta, Karen Prioleau, Kirk Schuler, Ernie Schultz, Holly Scott, Mette Segerblom, Bruce Tice, Keith Kilpatrick, Merin Yoshida, Jessica Rohr, Roscoe Fowler, Christopher McNally, Vito Macchia, Robert Whie, Robert Dalrymple. (F)

CRUISING COURSES

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

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

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

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

EVENING SAILING, Fee: \$50, 3.5 hours

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

BAREBOAT CRUISING COURSES

US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee \$825.00, 5 days.

CHANNEL ISLAND CRUISING FOR WOMEN; Fee \$775, 5 days

NORTHERN CHANNEL ISLAND CRUISING; Fee \$775, 5 days

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

US SAILING COASTAL PASSAGE MAKING CERTIFICATION, Fee: \$295, certification fee.

CRUISE PACIFIC NORTH WEST ABOARD *WHITE RAVEN* , Fee: 4,900, per session per group

Courses to be taught aboard OCC cruising boats including, but not limited to *Betty, Grace Anne and Alaska Eagle*. Most meals included in registration fees.

PRESENTERS: Robert Donald Bosic, Jr., Richard Crowe, Sheri Crowe, Jerome Carman, Scott Culver, Diane K. De Witte, Danielle Dignan, Debora Camille Dunne, Julie Lane Evans , Rose Hancock, Carol Hasse, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Keith Kilpatrick, Marcus MacKenzie, Vito J. Macchia, Barbara Marrett, Peggy McClure, Pandora Nash-Karner, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Bruce W. Tice, Robert White, David Tatum, Robin Clark (F)

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

2010 ALASKA EAGLE VOYAGES

Leg 1, Newport Beach to Easter Island, Fee: TBA, 24 days, October 30-November 23, 2010

Leg 2, Easter Island to Puerto Montt, Chile, Fee: TBA, 19 days, November 24-December 12, 2010

Leg 3, Puerto Montt, Ushuaia, Argentina, Fee: TBA, 23 days, December 19, 2010-January 11, 2011

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee \$260, 6 hours

BASIC POWERBOAT OPERATION & CRUISING CERT, Fee \$695, 14 hours

INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee \$795, 18 hours

SAFE POWERBOAT HANDLING CERTIFICATION, Fee: \$145, 16 hours

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

US SAILING SMALL POWERBOAT CERTIFICATION, Fee: \$25 per person

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

USCG LICENSE PREP COURSE, Fee: \$1025 for Operator Uninspected Passenger Vessel license and Master/Mate not in excess of 100GT license and \$100 for sail option, \$100 non-refundable materials fee payable to instructor, 67 hours for OUPV, 84 hours for Master/Mate and 6 hours for Sail option. Cancellation Policy: cancel after one class student will receive 90% of fee minus \$100 cancellation charge, cancel after 2 classes 80% \$100 cancellation charge, cancel after 3 classes 70% of fee minus \$100 cancellation charge, cancel before mid-day during 4th class receive 50% minus \$100 cancellation charge, cancel after mid-day during 4th class no refunds given.

PRESENTERS: Lee Woolever, Karen DeClue Prioleau, Lindsey Philpott, Jack Patterson, Robert Profeta, Armando Eason, Michael Neumann, Kurt Holland, Marcus MacKenzie, Christopher McNally, Mary Menninger (F)

NAVIGATION COURSES

COASTAL NAVIGATION I, Fee \$155, 21 hours.

COASTAL NAVIGATION II, Fee \$125, 18 hours.

US SAILING COASTAL NAVIGATION CERTIFICATION COURSE, Fee: \$270.00, 18 hours

RADAR, Fee: \$125, 9 hours

Presenters: Armando Eason, Brian Michael Kfoury, Marcus Mackenzie, Christopher McNally (F)

SEAMANSHIP COURSES

CHANNEL ISLANDS CRUISING SEMINAR, Fee \$50, 2.5 hours

CATALINA ISLAND CRUISING SEMINAR, Fee \$45, 2.5 hours

ALL ABOUT ANCHORING, Fee \$45, 3 hours

COMMUNICATION TECHNOLOGIES, Fee: \$60, 3 hours

FIRST AID & CPR, Fee: \$75, 8 hours

MARINE WEATHER 1 AND 2, Fee: \$95, 10 hours

PRESENTERS: Brad Avery, Marc Hughston, Karen Prioleau, David Lee, Armando Eason, Debbie Dunne, Zuzanna Prochazka, William McNeely(F)

FIBERGLASS REPAIR & MAINTENANCE, Fee: \$70, 4.5 hours. Presenter: Armando Eason, Robert Dalrymple, Erik Klopfenstein. (P)

MARLINSPIKE SEAMANSHIP, SPLICING, DECORATIVE KNOT WORK, Fee: \$45 plus materials fee. 2 hours. Presenter: Lindsey Philpott (P).

MARINE ELECTRICAL SYSTEMS, Fee: \$90.00, 9 hours. Presenter: Art Holub. (P)

VARNISHING MADE EASY, Fee: \$65, 4 hours, Presenter: Erica Christian, Robert Dalrymple, Marc Templin (F)

SPECIAL PROGRAMS AND ACTIVITIES

Sailing Center to host instructor training for sail, powerboat and professional mariner instructors. Training to include US SAILING seminars as well as training by in-house instructors.

Location: Sailing Center

Dates: TBA - between January 15, 2010 and December 30, 2010

Department: Sailing Center

Cost/Purpose/Funding Source: No cost to the district. The purpose of the training is to provide current instructors with advanced learning opportunities to improve programs for students. Some meals included. Expenses to be paid from Sailing Center Funds.

Professional Mariner Program Advisory Committee Meeting

Date: TBA, March, 2010

Department: Sailing Center

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

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

Marine Gear Sale & Boat Auction

Location: Campus yard

Date: TBA, May 2010

Department: Sailing Center/Foundation

Purpose: Sell items donated to the Sailing Program

Cost/Purpose/Funding Source: NTE \$1,000 for advertising, lunch, and supplies from Sailing Center funds

OCC Men's & Women's Crew/Winter Rowing

Location: OCC Boathouse

Date: January 4-February 1, 2010

Department: Physical Education & Athletics

Purpose: Work out and prepare for spring racing season

Cost/Purpose/Funding Source: \$10/per participant to be paid by student

OCC Men's Crew/Alumni Dinner

Location: OCC Boathouse

Date: March 6-7, 2010

Department: Physical Education & Athletics

Purpose: Honoring crews of 2009, 2000, 1990, 1980, 1970, and 1960

Cost/Purpose/Funding Source: NTE \$1,000/acct #5304

OCC Women's Crew/Alumni Harbor Cruise/Alumni row

Location: OCC Boathouse/Newport Harbor

Date: March 6-7, 2010

Department: Physical Education & Athletics

Purpose: To honor crew and crew alumni

Cost/Purpose/Funding Source: NTE \$1,000/acct #5304

OCC Women's Crew/Parents LTR

Date: March 13, 2010

Department: Physical Education & Athletics

Purpose: Raise funds for team by teaching parents how to row

Cost/Purpose/Funding Source: No cost

STUDENT TRIPS

The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: Fire Fighting Training for Professional Mariner students enrolled in MARA A153.

Location: Fire Station 7; 20401 Acacia Street, Santa Ana Heights Station, Newport Beach, CA

Dates: Three Saturdays in April-May, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: No cost to the district. Facilities will be provided by the Newport Beach Fire Department at no cost to the district. Purpose of trip is to complete fire fighting module of Marine Basic Safety Training for USCG STVW-95. Funding Source is not applicable.

Transportation: District bus or students will provide own transportation.

Conference/Activity: Field Trips for Professional Mariner Students enrolled in MARA A151 through A156.

Location: TBD

Dates: January 21 – May 28, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: No cost as facilities will be provided by each Maritime Company. The

purpose is to offer the students a direct experience of being a professional mariner and observe maritime operations. Funding Source is not applicable.

Transportation: District bus or students will provide own transportation.

Conference/Activity: OCC Men's Crew/Scrimmage and Training Regattas

Location: Newport Beach, CA

Dates: See Schedule Below

Department: P.E. & Athletics

Cost/Purpose/Funding Source: to row in scheduled scrimmages and regattas, no fee.

Transportation: Students will provide own transportation

Scrimmage w/UCA - February 20, 2010

Scrimmage w/SDSU - February 27, 2010

Scrimmage w/TBA - March 6, 2010

Alumni Race Day - March 14, 2010

Regatta w/University of San Diego - March 20, 2010

Trinity College training w/OCC - March 24-26, 2010

San Diego Regatta w/UCLA/UCSB - April 3-4, 2010

Newport Invitational Regatta - April 11, 2010

Conference/Activity: OCC Men's's Crew/San Diego Crew Classic

Location: Mission Bay, San Diego, CA

Dates: March 26-28, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$4,500/to pay entry fees, loading and meals/ acct #5304 Ancillary

Transportation: District Vans

Conference/Activity: OCC Men's's Crew/Stanford Invitational Regatta

Location: Redwood Shores, CA

Dates: April 15-17, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$3,000/to pay entry fee, loading and meals/ acct #5304 Ancillary

Transportation: District Vans

Conference/Activity: OCC Men's Crew/Western Intercollegiate Rowing Championships

Location: Sacramento, CA

Dates: April 30-May 2, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$5,000 /to pay entry fees, meals, travel and lodging / acct #5304

Transportation: District Bus

Conference/Activity: OCC Men's Crew/American Collegiate Rowing Championships

Location: Oklahoma City, OK

Dates: May 20-23, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$4,500 / to pay entry fees, meals, travel and lodging / acct #5304

Transportation: Flights to Oklahoma, rented vans, district van.

OCC WOMEN'S CREW

Conference/Activity: OCC Women's Crew/UC Irvine Scrimmage

Location: Newport Harbor

Dates: February 6, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: to row against UC Irvine/ no fee

Transportation: Students will provide own transportation.

Conference/Activity: OCC Women's Crew/UC Santa Barbara Scrimmage

Location: UC Santa Barbara

Dates: February 20, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: to row against UC Santa Barbara/ No fee

Transportation: District Vans

Conference/Activity: OCC Women's Crew

Location: Newport Harbor

Dates: March 14, 2009

Department: P.E. & Athletics

Cost/Purpose/Funding Source: to row against Long Beach/ no fee

Transportation: Students will provide own transportation.

Conference/Activity: OCC Women's Crew/Chapman Dual

Location: Newport Harbor

Dates: March 13, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source:/to row against Chapman/no fee

Transportation: Students will provide own transportation.

Conference/Activity: OCC Women's Crew/San Diego Crew Classic

Location: Mission Bay, San Diego, CA

Dates: March 26-28, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$1,000/to pay entry fees, loading and meals/ acct #5304 Ancillary

Transportation: District Vans

Conference/Activity: OCC Women's Crew/Berg Cup

Location: Newport Harbor

Dates: April 10, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: /to host and row in Berg Cup Regatta/ no fee

Transportation: Students will provide own transportation.

Conference/Activity: OCC Women's Crew/Collins Cup

Location: Newport Harbor

Dates: April 17, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source:/to participate in Collins Cup/ no fee

Transportation: Students will provide own transportation.

Conference/Activity: OCC Women's Crew/Western Intercollegiate Rowing Association

Location: Sacramento, CA

Dates: April 30-May 2, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$3,000 /to pay entry fees, loading and meals/ acct #5304

Transportation: District Bus

Conference/Activity: OCC Women's Crew/American Collegiate Rowing Championships

Location: Oklahoma City, OK

Dates: May 20-23, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: \$5,000/to pay entry fees, loading and meals/ acct #5304 ancillary

Transportation: Flights to Oklahoma City, OK, District transportation, Rented Vans

Additional Administrative Content

Created on 11/13/2009 at 8:40 PM by Lynnette V. Mon. Last updated on 01/14/2010 by Tracey Sanders

3.04 Personnel Items

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.04 Personnel Items

3.04.01 Authorization for Resignations, Layoffs, Exhaustion of Benefits and Terminations

3.04.02 Authorization for Leaves of Absence

3.04.03 Authorization for Schedule Changes, Classified Staff

3.04.04 Approval of Sabbatical Leave Requests

3.04.05 Authorization for Professional Experts



Open.pdf

Additional Administrative Content

Created on 02/28/2009 12:07 PM by 9900HP. Last Update on 01/20/2010 by TCCO. Status:

3.04 PERSONNEL ITEMS

3.04.01 Authorization for Resignations, Layoffs, Exhaustion of Benefits and Terminations

It is recommended that authorization be given for the following resignations, layoffs, exhaustion of benefits and terminations:

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Nash, Jeanette	CCC	Staff Assistant	39 mo Separation	01/13/10
Rafael, Esperanza	OCC	Instructional Assoc-Learning Disabilities	39 mo Separation	01/07/10

3.04.02 Authorization for Leaves of Absence

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

Confidential

Brady, Paula, DIST, Exec Assistant to Vice Chancellor, Intermittent LOA/wop under the Family and Medical Leave Act of 1993 for the period 12/07/09 to 06/30/10.

3.04.03 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 Date</u>	<u>End Date</u>
Ngo, Michelle	GWC	Staff Assistant	100%	80%	02/01/10	05/29/10
Poush, Irene	CCC	Typist Clk Intermediate	75%	HOC*	01/21/10	06/30/10
Tom, Cassandra	GWC	RHORC Assistant	60%	48%	01/04/10	06/30/10

*Hours over contract.

3.04.04 Approval of Sabbatical Leave Requests

The following sabbatical leaves have been recommended by the appropriate College Sabbatical Leave Committees and the College Presidents. The cost of the recommended sabbaticals is within the funds provided for in the agreement between the Faculty Unit of the Coast Federation of Employees/American Federation of Teachers, Local 1911, and the Coast Community College District. After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the following sabbaticals be approved:

COASTLINE COLLEGE

Sabbatical Leave Dates

Taylor, Margaret

Fall 2010

GOLDEN WEST COLLEGE

Sabbatical Leave Dates

Amen, Thomas

Spring 2011

Castillo, Jerry
Cosand, Keisha

Spring 2011
Spring 2011

Revision to Previous Board Action

Gordon, Lee, OCC, Instructor, Business Education, change sabbatical from Fall 2010 to Spring 2012.

3.04.05 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Disney, Betty, CCC, to coordinate the International Student Project/Early College High School China Project for Contract Education, for the period 01/21/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 6.52 units per week, for 23 weeks, compensation to be \$15,000.00.

Jacobs, Pilar, CCC, to provide loan, finance and business plan development for the Rapid Response Project serving small businesses, for the period 01/21/10 to 04/21/10, to be paid by timecard at \$10.00 per unit, 170 units per week, for 12 weeks, compensation to be \$20,400.00.

Labossiere, Arianne R., CCC, to serve as a Community Liason & Coordinator for the Rapid Response Project serving small businesses, for the period 01/21/10 to 04/21/10, to be paid by timecard at \$10.00 per unit, 100 units per week, for 12 weeks, compensation to be \$12,000.00.

Leighton, John, CCC, to research, develop and write grant proposals, for the period 01/21/10 to 04/09/10, to be paid by timecard at \$100.00 per unit, 12 units per week, for 10 weeks, compensation to be \$12,000.00.

Wolzinger, Renah, GWC, to develop 2+2+2 pathways for automotive computer science and video games, digital arts, business and accounting, and architecture and drafting to be used as templates for further pathway development with other high schools and universities, for the period 01/21/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 6.0 units per week, for 25 weeks, compensation to be \$15,000.00.

Other Professional Experts

Kelly, Terilyn, OCC, to perform work for the Tech Prep Regional Coordination Grant, for the period 02/04/10 to 03/15/10, to be paid by timecard at \$100.00 per unit, 1.428 units per week, for 7 weeks, compensation to be \$1,000.00.

Soule, Melissa S., GWC, to perform duties as Stage Manager for GWC Theater production "Grease," for the period 02/01/10 to 03/30/10, to be paid at \$100.00 per unit, 16 units per week, for 8 weeks, total compensation to be \$1,000.00, with \$500.00 to be paid on 03/10/10 and \$500.00 to be paid on 04/10/10.

The following OCC Professional Experts to perform work for the Tech Prep Regional Coordination Grant, for the period 01/21/10 to 03/15/10, to be paid by timecard at \$100.00 per unit, 1.428 units per week, for 7 weeks, compensation to be \$1,000.00.

Ellingwood, Tina
Hamilton, Natalie
Horrigan, Timothy
Martin, Tihua
Murphy, Tina
Narvarrete, Carlos
Pillsbury, Brent
Shortly, Lisa

Uthus, Steven
Weiss, Richard
Welch, Kenneth
Williams, Thomas
Yeomans, John
Zoumut, Reema

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 01/20/2010 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 11/19/2009 at 0:05 PM by ESCB-1. Last update on 01/13/2010 by xcd. For more

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 01/20/2010 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: Vantage Point Consulting, Inc.

Services: Provide Military Customer Service Improvement and Retention Strategies

Payment Schedule/Compensation: Payment based on costs referenced in Statement of Work and upon final acceptance of all deliverables and receipt of invoice; one-time payment NTE \$19,880.

Term of Agreement: January 21, 2010 – June 30, 2010

Source of Funding: Contract Education Ancillary Funds

UNDER \$10,000

IC Name: Lutjeans, Phyllis J.

Services: Write a catalog essay: Into Abstraction with Force

Payment Schedule/Compensation: \$300 one-time fee, payable upon completion of work

Term of Agreement: January 21, 2010 – February 15, 2010

Source of Funding: Ancillary funds

IC Name: McKenney, Edward

Services: Develop and expand Military Contract Education Programs and Activities

Payment Schedule/Compensation: \$2,500 payable upon approval and implementation of identified program; NTE \$2,500

Term of Agreement: January 21, 2010 – June 30, 2010

Source of Funding: Contract Education ancillary funds

IC Name: Myers, Michael P.

Services: Create student guide lesson by providing directions of assignments in StatsPortal, identify key terms, write content for the sections of: Viewing Notes, Summary, and Concepts to Remember summary sections, and create questions as they relate to the video and learning objectives for the new Statistics telecourses

Payment Schedule/Compensation: Lessons 1-17 @ \$450/lesson; NTE \$7,650

Term of Agreement: January 21, 2010 – June 30, 2010

Source of Funding: Funds received in support of this project

IC Name: Martinez-Egger, Alma

Services: Lesson review for new Online/Hybrid Public Speaking Course

Payment Schedule/Compensation: 5 lessons @ \$385.00/lesson; NTE \$1925.00
Term of Agreement: January 21, 2010-June 30, 2010
Source of Funding: ISD ancillary funds

IC Name: Ehler, Alycia Marie
Services: Lesson review for new Online/Hybrid Public Speaking Course
Payment Schedule/Compensation: 4 lessons @ \$385/lesson; NTE \$1540.00
Term of Agreement: January 21, 2010 – June 30, 2010
Source of Funding: ISD ancillary funds

IC Name: Ruppert-Leach, Kristen
Services: Lesson review for new Online/Hybrid Public Speaking Course
Payment Schedule/Compensation: 4 lessons @ \$385/lesson; NTE \$1540.00
Term of Agreement: January 21, 2010 – June 30, 2010
Source of Funding: ISD ancillary funds

IC Name: Thorson, Andrea
Services: Lesson review for new Online/Hybrid Public Speaking Course
Payment Schedule/Compensation: 4 lessons @ \$385/lesson; NTE \$1540.00
Term of Agreement: January 21, 2010 – June 30, 2010
Source of Funding: ISD ancillary funds

IC Name: Vaccaro Jr., Lawrence J.
Services: Lesson review for new Online/Hybrid Public Speaking Course
Payment Schedule/Compensation: 4 lessons @ \$385/lesson; NTE \$1540.00
Term of Agreement: January 21, 2010 – June 30, 2010
Source of Funding: ISD ancillary funds

IC Name: Pan, Ming Hoi
Services: Provide assessment and recommendations for Contract Education Early College High School
China Project Student Lab
Payment Schedule/Compensation: \$34.78/hr payable upon preparation of final report and receipt of
invoice; NTE \$750

Term of Agreement: January 21, 2010 – January 31, 2010

Source of Funding: Contract Education ancillary funds

IC Name: Scharf, Rhonda; On The Right Track Training and Consulting
Services: Trainer/Speaker

Payment Schedule/Compensation: Invoiced upon workshop completion; NTE \$4975

Term of Agreement: January 28-29, 2010

Source of Funding: Staff Development funds

(Revision is to increase NTE by \$995 to include five additional attendees. Prior Board Approval: 12/9/09)

Added to Administrative Calendar

Created on 11/18/2009 at 3:45 PM by Elaine Swanson. Last update on 11/19/2009 by Tracy Sanders.

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 01/20/2010 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: Scott Whyte

Services: Provide liaison service for panel members, assist coordinator and distribute information.

Payment Schedule/Compensation: To be paid \$38 an hour on a monthly basis, NTE \$12,000

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

Source of Funding: Mental Health Grant

(Revision is to increase assignment and the total amount from \$6,000 to \$12,000. Prior Board Approval: 9/16/09)

UNDER \$10,000

Add to the Administrative Content

Copyright © 2009 by Golden West College, All rights reserved. Last updated on 01/10/2010 by C. B. S. G. R. D. R. D.

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 01/20/2010 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.

\$10,000 AND OVER

UNDER \$10,000

IC Name: Three Stars Portable Toilets

Date: January 21-June 30, 2010

Services: Provide portable toilet services for the OCC Swap Meet

Payment Schedule/Compensation: A total of 12 toilets provided for a fixed cost of \$7,660; invoices to paid monthly.

IC Name: Stephen Hall

Date: January 21-June 30, 2010

Services: Develop curriculum for the Community Education Juvenile Alcohol and Drug Awareness Program; OCC will retain ownership of curriculum

Payment Schedule/Compensation: To be paid \$100 per hour for 20 hours for a total of \$2,000 from Community Education funds

IC Name: Hobbitron Enterprises

Date: Spring, 2010

Services: Distinguished Speaker Spring Keynote

Payment Schedule/Compensation: To be paid \$5,000 for spring presentation upon receipt of invoice to include mileage and hotel accommodations from Staff Development District funds and Distinguished Speaker ancillary funds

IC Name: Kazzsong, Inc.

Date: Spring, 2010

Services: Distinguished Speaker Spring Keynote Piano Accompanist

Payment Schedule/Compensation: To be paid \$750 for spring presentation upon receipt of invoice to include mileage and hotel accommodations from Staff Development District funds and Distinguished Speaker ancillary funds

IC Name: Judith Westerfield

Date: January 22, 2010

Services: To conduct a employee workshop for Student Health Center employees

Payment Schedule/Compensation: To be paid \$300 upon completion of services and receipt of invoice from ancillary health fees

3.05.04 Authorization for Independent Contractors - District

Meeting: 01/20/2010 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

Independent Contractor Agreement – John Drew, DBA Drew & Associates

IC Name: John Drew, DBA Drew & Associates

Services: To research, write, prepare and submit grants for the expansion of programs and services at the colleges.

Payment Schedule/Compensation: As invoiced. \$100.00 per unit, NTE 200 service units

Term of Agreement: December 8, 2009 – June 30, 2010

Source of Funding: Educational Services funds

UNDER \$10,000

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

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

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

JDK Drilling Inc.
 2372 N. Batavia Street
 Orange CA 92865

BEC Electric Inc.
 419 Main Street Suite 217
 Huntington Beach CA 92648

Creo Electric Inc.
 1241 Wright Street
 Santa Ana CA 92705

Pro Furniture Installs

6682 Ginger Lane
Westminster CA 92683

Additional Administrative Content

Created on 11/18/2009 at 04:05 PM by CCCD Acsys. Last updated on 01/14/2010 by Christian Treger.

3.05.05 Authorization for Professional Development Program

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

None

Additional Administrative Content

Created on 1/19/2010 at 10:11 PM by Keimig, S. Updated on 1/19/2010 by Tracey, S.

3.05.06 Authorization for Staff Development - Coastline Community College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.05.06 Authorization for Staff Development -
Coastline Community College**

Capoccia-White, Rozanne (CCC) Contract Education and Military Programs Operations Assistant Manager to attend Organizational Research, Course Number OLCU 680, at Chapman (Brandman) University from October 26, 2009 through January 10, 2010. Reimbursement of tuition and books not to exceed \$1,650 to be paid from Management Professional Development funds.

Groot, Joycelyn (CCC) Dean, Military/Contract Education Programs to attend Multicultural Education, Course Number E6420, at Argosy University, from September 8, 2009 through October 28, 2009 and Instructional Technology, Course Number E6805, at Argosy University from January 11, 2010 through March 5, 2010. Reimbursement of tuition and books not to exceed \$3,000 to be paid from Management Professional Development funds.

Additional Administrative Content

Created on 1/14/2010 at 4:05 PM by Laurie Swartz. Last updated on 01/18/2010 by Tracey Sanders.

3.05.07 Authorization for Staff Development - Golden West College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.05.07 Authorization for Staff Development - Golden West College

None

Additional Administrative Content

Created on 1/15/2009 at 10:05 PM by Original Author: Updated on 1/14/2010 by Tracy Sanders

3.05.08 Authorization for Staff Development - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.08 Authorization for Staff Development - Orange Coast College

None

Additional Administrative Content

Created on 1/13/2010 at 10:54 AM by Lynn M. Major. Last updated on 01/14/2010 by Tracy Sanderson.

Agenda Item Content

None

Additional Administrative Content

Created on 11/3/2009 at 4:53 PM by 00000005. Last update on 11/11/2010 by Tracey Sanders

3.06 FINANCIAL APPROVALS

Meeting: 01/20/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 1/13/2010 at 04:06 PM by Jodi Rodriguez. Last update on 01/13/2010 by Jodi Rodriguez.

3.06.01 Approval of Purchase Orders

Meeting: 01/20/2010 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: 1/16/2009 at 4:05 PM by CCCDPRch. Last updated on 01/17/2010 by Christian Teeler.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0319233	Allegheny Casualty Co Contractor replacing Macerich Construction Inc for OCC Child Care Center project. Bid #1957 (Capital Outlay) Board Date 08/19/09	OCC-GB	6254	234,932.00
P0319219	Vicenti Lloyd & Stutzman Open PO for 2009-2010 audit fees. Board Date: 12/09/09	DIS	5743	150,760.00
P0319164	LPA Inc Architectural support for final project proposal for the Criminal Justice Complex. Board Date 03/04/09	GWC	5899	60,370.00
P0319230	Moss Co OCC Recycling Center Solar Panels. Bid No. 1972 Board Date: 12/09/09	OCC	6250	59,881.00
P0319192	Commvault Systems Inc Software maintenance agreement for District- wide licenses	DIS	5638	48,818.10
P0318915	Boyles, James Piper Cherokee aircraft for Aviation Tech	OCC	6401	45,675.00
P0319166	Preferred Property Maintenance Classroom renovation to accommodate Criminal Justice Firearm Simulator Project through US Dept of Justice Grant	GWC	6250	42,424.00
P0319208	LaunchPad Careers Inc IC to provide job placement and career coaching services. Board Date: 11/19/09	CCC	5112	40,500.00
P0318908	Dell Higher Education Desktop computers for Business and Accounting.	CCC	6412	39,454.17
P0319209	Dell Higher Education Servers for computer infrastructure support	CCC	6412	37,554.08
P0318911	Dell Higher Education Desktop computers for Process Technology classroom	CCC	6412	36,677.38
P0319135	Ghidella, Richard IC to oversee BIC/BESAC grant items. Board Date: 11/18/09	CCC	5112	30,000.00
P0318912	Dell Higher Education Desktop computers for VTEA building codes Tech.	CCC	6412	26,102.41
P0318913	Dell Higher Education Desktop computers for Emergency Mgmt	CCC	6412	25,563.03
P0319062	Calif Tool Welding Supply Open PO for classroom welding supplies	OCC	4312	25,000.00
P0318938	Baker & Taylor Open Po for OCC library books	OCC	6301	24,664.00
P0318969	CDWG	CCC	6412	23,929.36

P0318963	Cisco internet switches for computer services. Xerox Corp	SB	4310	23,630.77	
P0318961	840 cartons of 3R2047 copier paper Nat'l Sign & Marketing Corporation	OCC-GB	6250	21,785.00	
P0319210	New roof mount marquee sign for Theater Arts Bldg (GOB)	CCC	4312	21,663.00	
P0319054	Aardvark Clay Supply Potters wheels for ceramics classroom	OCC	5699	19,031.25	
P0319030	Visucate Instructional Software, license and support	OCC	5699	18,925.00	
P0319163	Community College League of Calif Open PO for Electronic Databases	OCC-GB	6129	18,800.00	
P0318928	Bundy-Finkel Architects Inc Consulting services for OCC Student Center temporary swing space (GOB) Board Date: 11/18/09	DIS	5112	16,110.00	
P0319074	Levin, Alan IC to develop, design GWCpathways.com webpage. Board Date: 11/04/09	DIS	5638	15,835.05	
P0318910	Collegenet Inc Software maintenance agreement for Facilities Dept	CCC	6412	14,915.66	
P0319227	Dell Higher Education Desktop computers for Digital Media classrooms	CCC	5112	14,784.00	
P0319182	Rakochoy, Wendy IC for video producer services for Online Intro to Physical Geography course	OCC	5899	13,345.00	
P0318906	Making Connections Open PO for development of High School content. Board Date: 07/01/09	CCC	5112	13,000.00	
P0318909	JD Property Mgmt Inc IC to serve as property manager for 1527-1533 Monrovia Ave property	CCC	6412	12,727.15	
P0319181	Dell Higher Education Desktop computers for Business and Accounting	OCC	5899	12,249.00	
P0319137	Cutting Edge Systems Electrical & mechanical work needed for FlexiCam CNC router & Epilog laser system	GWC	6250	11,741.88	
P0319078	Bob's Shade & Linoleum Re-carpet CJTC Simulator Project rooms 138- 137	DIS	6401	10,521.56	
P0319149	Xirrus Xirrus Wi-Fi hardware, software and support	DIS	5638	10,439.00	
P0319079	VeriSign Inc Internet security software and support	GWC	4312	10,000.00	
	ATI/Assessment Technology Institute				

P0319093	Virtual assessment technology for RN program Yurtseven, Lale	CCC	5112	10,000.00
P0319094	IC to identify and analyze special population groups and develop workshops for BIC grant Jagodka, Ralph	CCC	5112	10,000.00
P0319095	IC to create online infrastructure for BIC Grant. Board Date: 11/18/09 Hallgren, Thomas	CCC	5112	10,000.00
P0319096	IC to develop business case studies for BIC Grant. Board Date: 11/18/09 Linthicum, Steve	CCC	5112	10,000.00
	IC to develop an online survey mechanism to rate supplemental materials. Board Date: 11/18/09			
P0319195	Storefront Door Repair	GWC	6250	9,800.00
P0319097	Snap-On Tools	GWC	6401	9,782.06
P0318929	Amcom Software	DIS	5638	9,779.00
P0319202	IDS Group Inc	OCC	5899	9,750.00
P0318914	Dell Higher Education	CCC	6412	9,491.36
P0319222	Air Pro Supply Inc	CCC	6250	9,406.36
P0319037	Soundtree	GWC	4312	9,248.91
P0319251	Slater Waterproofing Inc	GWC	6250	7,700.00
P0318982	Elsevier	GWC	4312	7,503.10
P0319052	Synergy Productions	OCC	5699	7,088.31
P0318996	Follett Higher Education Group Inc #1094	OCC	5696	7,000.00
P0318994	ProQuest LLC	OCC	5699	6,424.20
P0319140	I Paradigms Inc	CCC	5699	5,840.90
P0319099	Trade Wind Inflatables	OCC	6411	5,663.16
P0319144	Fastenal	GWC	4312	5,500.00
P0319213	Breach Security	OCC	5638	5,354.00
P0319055	SPSS Inc	OCC	5699	5,342.96
P0319134	Automated Power Technologies	GWC	5638	5,203.69
P0318920	Making Connections	OCC	5899	5,000.00
P0319007	One Stop Aviation Inc	OCC	4312	5,000.00
P0319015	MSC Industrial Supply	OCC	4312	5,000.00
P0319224	Stater Brothers	OCC	4312	5,000.00
P0319249	Pro Furniture Installs	GWC	6269	4,950.00
P0319050	Sehi Computer Products Inc	GWC	4315	4,871.51
P0318964	Computerland of Silicon Valley	CCC	4315	4,641.88
P0319211	Portermatt Electric Inc	OCC	5653	4,592.00
P0319142	Nashco Enterprises Ltd	OCC	5638	4,498.50
P0318962	Embee Technologies	OCC	5899	4,493.33
P0319108	Fisher Scientific	OCC	4312	4,000.00
P0319214	Home Depot	OCC	4312	4,000.00
P0319042	Sehi Computer Products Inc	CCC	6412	3,893.25
P0319161	Western Graphics Plus	OCC	4312	3,873.42

Purchase Orders

P0319104	Long Beach Marine Institute	OCC	5899	3,700.00
P0318939	Herff Jones - Diploma Division	OCC	4312	3,690.95
P0319072	SIGMAnet Inc	CCC	5899	3,654.00
P0319136	Dyntek Services Inc	GWC	5699	3,579.20
P0318924	Registrations for You	OCC	5899	3,540.00
P0319035	Evan's Gunsmith Shooters World Inc	GWC	5684	3,500.00
P0318968	Sehi Computer Products Inc	CCC	4315	3,281.34
P0319200	Zebra Mats	CCC	4312	3,260.75
P0319124	Amico Scientific Corp	OCC	4312	3,200.00
P0319162	T & L Printing Inc	CCC	5899	3,200.00
P0319221	NSW/Airelink Mech Equip LLC	CCC	6250	3,169.36
P0318907	Dell Higher Education	CCC	6412	3,020.15
P0318923	Software Secure Inc	OCC	5699	3,000.00
P0319010	Allied Refrigeration Inc	OCC	4312	3,000.00
P0319013	Alliance Coatings Inc	OCC	4312	3,000.00
P0319229	Donahue, Jeremy	CCC	5112	3,000.00
P0319077	3M Co	OCC	5638	2,934.38
P0319006	B & H Photo-Video	OCC	4312	2,909.84
P0319022	Allied Refrigeration Inc	OCC	4312	2,760.00
P0318990	Elsevier	GWC	4312	2,740.02
P0318983	Tape Company	GWC	4312	2,737.95
P0318984	GWC Bookstore	GWC	4315	2,624.90
P0318991	Graybar Electric	CCC	4315	2,565.58
P0319160	Open Media Co	DIS	4321	2,536.19
P0318933	David Grant Inc	OCC	5699	2,510.81
P0319201	GWC Bookstore	GWC	4312	2,500.00
P0319170	Philips Publishing Group	OCC	5899	2,450.00
P0319047	Heritage Window Coverings	GWC	6251	2,421.74
P0319103	Valpar Int'l Corp	OCC	5699	2,322.00
P0319240	Waxie Sanitary Supply	GWC	4312	2,300.08
P0319105	Psychological Corp	OCC	4312	2,277.23
P0318958	Baker & Taylor	GWC	6301	2,204.66
P0319100	Eureka Calif Career Info Sys	OCC	5699	2,169.56
P0318971	Office Depot	CCC	4312	2,115.76
P0319212	World Point	OCC	4312	2,105.75
P0319128	VWR International Inc	OCC	4312	2,075.46
P0318927	Dell Higher Education	OCC	6412	2,005.63
P0319215	Cutting Edge Systems	OCC	6411	2,001.00
P0318970	Office Depot	DIS	4312	2,000.00
P0319014	Aircraft Spruce & Specialty Co	OCC	4312	2,000.00
P0319016	Caltime Metals	OCC	4312	2,000.00
P0319041	Sea Clear Pools	GWC	4312	2,000.00
P0319235	Battery Systems Inc	GWC	4312	2,000.00
P0319236	TRL Systems Inc	GWC	5899	2,000.00
P0319252	Ingardia Brothers Produce Inc	OCC	4313	2,000.00
P0319196	Hoover Printing & Lithography Inc	OCC	4321	1,970.55
P0319197	Mission Printing Co	OCC	4312	1,957.50

Purchase Orders

P0319098	Time Dated Services	DIS	4310	1,950.00
P0319141	Xerox Corp	DIS	5638	1,916.00
P0318949	Soundtree	GWC	5699	1,890.02
P0318993	Elsevier	GWC	4312	1,890.00
P0318953	Pocket Nurse	GWC	4312	1,876.46
P0319194	Xerox Corp	DIS	5638	1,724.40
P0318954	Setanta Solar LLC	GWC	6411	1,657.19
P0319091	Whitlock, David	GWC	5657	1,647.50
P0318981	Orange Coast Fence Co	CCC	5899	1,600.00
P0319133	Tangram	CCC	4312	1,580.16
P0319040	Medical Arts Press	GWC	6411	1,560.36
P0318957	Baker & Taylor	GWC	6301	1,554.66
P0318931	Philips Medical Systems	OCC	5657	1,500.00
P0319009	Enco Manufacturing Co	OCC	4312	1,500.00
P0319178	Western Graphics Plus	DIS	5899	1,500.00
P0319237	Allied Refrigeration Inc	GWC	4677	1,500.00
P0318959	ALTE Store	GWC	6411	1,483.01
P0318925	Graybar Electric	DIS	4315	1,474.48
P0319075	LT Enterprises	GWC	5638	1,392.00
P0319150	Partners Data Systems Inc	CCC	5638	1,363.00
P0319056	Novo Solutions Inc	DIS	5638	1,350.94
P319049	Merced A/C Equipment Service Inc	GWC	5657	1,292.01
P0319025	Home Depot	OCC	4312	1,266.00
P0318975	Dell Higher Education	OCC	4312	1,244.93
P0319003	Fisher Scientific	OCC	4312	1,230.74
P0319179	Dell Higher Education	DIS	4315	1,217.53
P0319090	McMaster-Carr	CCC	4312	1,200.00
P0319165	Coast Construction	OCC-GB	6250	1,188.00
P0318974	Office Depot	OCC	4312	1,187.90
P0319187	GovConnection Inc	DIS	4315	1,178.79
P0319011	Camcor Inc	OCC	4312	1,176.50
P0319223	Fry's Electronics	OCC	4312	1,160.00
P0318917	ATI/Assessment Technology Institute	GWC	4312	1,125.00
P0319110	OCB Reprographics	OCC	4312	1,123.40
P0318998	Medical Resources	OCC	4312	1,122.63
P0318922	Harland Technology Services	OCC	5638	1,109.00
P0319051	Ikon Office Solutions	OCC	5638	1,107.31
P0319155	Maritime Training Services	OCC	4285	1,094.02
P0319169	Emergency Medical Products Inc	OCC	4312	1,052.21
P0319083	Office Depot	OCC	4312	1,021.60
P0319065	Office Depot	OCC	4312	1,006.04
P0319205	B & H Photo-Video	CCC	6411	1,001.75
P0319145	Office Depot	GWC	4312	1,000.00
P0318976	Dell Higher Education	OCC	4312	999.17
P0319061	Dell Higher Education	CCC	4315	995.45
P0318992	SIGMAnet Inc	CCC	4315	978.76
P0319017	Vex/Innovation First Inc	OCC	4312	969.74

Purchase Orders

P0319180	Novedge LLC	OCC	5699	950.00
P0319023	Benner Metals Corp	OCC	4312	940.00
P0319226	South Coast Fire Protection Co	GWC	5899	935.00
P0319242	Psychological Assessment Resources Inc	GWC	4312	924.66
P0318937	Minitex	OCC	4312	921.50
P0319114	Aircraft Spruce & Specialty Co	OCC	4312	908.00
P0319109	Cone Instruments LLC	OCC	4312	904.80
P0318921	Maquet Inc	OCC	5699	889.36
P0319034	Laerdal Medical Corp	GWC	4312	877.73
P0319060	Dell Higher Education	OCC	4312	872.09
P0318960	Bushman	GWC	4312	866.30
P0319184	Texas Instruments	OCC	5699	858.25
P0319173	Biopac Systems Inc	OCC	4312	800.22
P0319231	United Direct Marketing Inc	OCC	5831	800.00
P0319045	Perma-Bound	GWC	6301	776.86
P0319005	VWR International Inc	OCC	4312	765.09
P0319107	Sears Commercial	OCC	4312	762.98
P0319156	West Coach Services	TRANS	5657	750.00
P0319220	Thawte Consulting (Pty) Ltd	CCC	5699	746.00
P0319008	OCB Reprographics	OCC	4312	732.75
P0318952	Baker & Taylor	GWC	6301	732.51
P0319168	Emergency Medical Products Inc	OCC	4312	726.36
P0319189	Office Depot	OCC	4312	718.41
P0319102	Oreck Commercial Sales Edmar Corp	OCC	4312	715.88
P0319026	Hasco Oil Co Inc	OCC	4312	714.00
P0319172	Artistic Flowers	OCC	4312	707.00
P0319032	Caravan Canopy Int'l	GWC	4312	683.43
P0319127	Aquatic Eco-Systems Inc	OCC	4312	655.58
P0319080	Dell Higher Education	OCC	4312	652.43
P0319112	Caltime Metals	OCC	4312	650.00
P0319024	Austin Hardwoods	OCC	4312	633.00
P0318936	Machine Tool Repair Service	OCC	5657	622.58
P0319101	Vocational Biographies Inc	OCC	5699	600.00
P0319177	Village Nurseries	OCC	4312	600.00
P0318966	Dell Higher Education	OCC	4312	592.64
P0319131	Barnes & Noble Inc	OCC	4285	569.09
P0319087	Office Depot	OCC	4312	551.26
P0319245	S & S Worldwide	CCC	4312	550.13
P0319143	Bishop Company	GWC	4312	550.00
P0319234	Air Filter Depot	GWC	4312	550.00
P0319171	Baker Party Rentals	OCC	4312	547.50
P0319064	Sehi Computer Products Inc	OCC	4312	544.82
P0319066	Dell Higher Education	OCC	4312	544.06
P0319193	Dell Higher Education	OCC	4315	528.26
P0318980	Office Depot	DIS	4312	520.41
P0318916	GWC Bookstore	GWC	4312	500.00
P0319152	Office Depot	CCC	4312	500.00

Purchase Orders

P0318972	Office Depot	CCC	4312	499.07
P0319021	Aircraft Spruce & Specialty Co	OCC	4312	490.00
P0318941	Baudville Inc	OCC	4312	489.97
P0319106	Pearson VUE	OCC	4312	489.38
P0319092	Henry Schein Inc	CCC	4312	482.98
P0319002	Markertek Video Supply	OCC	4312	476.33
P0319216	Thompson Publ Group	DIS	5306	457.50
P0319148	Automation Direct	OCC	4312	453.70
P0318918	Amer Assn-Paralegal Education	CCC	5320	450.00
P0319029	Enco Manufacturing Co	OCC	4312	450.00
P0318932	Memory Suppliers Inc	OCC	4312	448.59
P0319250	Tri-Best Visual Display Products	GWC	6250	447.08
P0319146	Office Depot	DIS	4312	446.50
P0319151	CDWG	CCC	5699	435.86
P0319000	HpO Embroidery	OCC	4312	435.00
P0319048	Garden Grove Unified Schools	GWC	4312	435.00
P0319191	CDWG	CCC	4315	430.11
P0319132	Barnes & Noble Inc	OCC	4285	416.09
P0319088	Office Depot	OCC	4312	414.66
P0319243	Edits	GWC	4312	407.02
P0319019	Costco	OCC	4312	400.00
P0319020	Sporty's Pilot Shop	OCC	4312	400.00
P0319119	Wards Natural Science	OCC	4312	400.00
P0319167	Garden Grove Unified Schools	OCC	5899	400.00
P0319228	Tabor, Dennis	CCC	5112	400.00
P0318930	Medco Supply Co	OCC	4312	393.07
P0319073	Newport Office Equipment	GWC	4677	392.00
P0319204	CambridgeSoft Corp	CCC	4312	390.63
P0319154	Port Supply	OCC	4312	390.20
P0318948	Cal-Olympic Safety	GWC	4312	383.68
P0319031	Films Media Group	GWC	4312	380.35
P0318965	Sehi Computer Products Inc	DIS	4312	372.60
P0319089	Office Depot	OCC	4312	366.87
P0318979	Office Depot	OCC	4312	358.36
P0319111	CTI-Valueline	OCC	4312	356.25
P0319001	Carolina Biological Supply	OCC	4312	350.79
P0319206	GovConnection Inc	DIS	4315	350.42
P0319207	GovConnection Inc	DIS	4315	350.42
P0318945	Los Angeles Times	OCC	5306	350.00
P0319012	Mouser Electronics	OCC	4312	345.83
P0318940	Wards Natural Science	OCC	4312	345.22
P0318934	Matthew Bender & Co., Inc	OCC	5899	340.00
P0318955	Samy's Camera	CCC	4315	335.08
P0319058	Office Depot	OCC	4312	332.97
P0318956	DATA-Code Co	GWC	4312	331.46
P0318995	Sehi Computer Products Inc	OCC	4312	324.53
P0319126	A Daigger Co	OCC	4312	318.34

P0319076	LT Enterprises	GWC	4315	313.46
P0319086	Office Depot	OCC	4312	312.77
P0319071	Sehi Computer Products Inc	GWC	4315	309.20
P0319038	Blick Art Materials	GWC	4312	300.00
P0319039	Aardvark Clay Supply	GWC	5657	300.00
P0319116	Bio-Rad Laboratories Inc	OCC	4312	300.00
P0319123	FAES Inc	OCC	4312	300.00
P0319130	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0319190	Office Depot	OCC	4312	297.16
P0319199	New Readers Press	CCC	4312	277.47
P0319069	Office Depot	GWC	4312	272.81
P0319217	Extron Electronics	OCC	4677	269.69
P0319084	Sehi Computer Products Inc	GWC	4315	269.45
P0319053	Office Depot	GWC	4312	264.09
P0319122	Amer Allied Biochemicals	OCC	4312	262.09
P0319059	Office Depot	OCC	4312	255.82
P0319063	Office Depot	OCC	4312	253.02
P0319036	GWC Associated Students	GWC	4312	252.00
P0319018	Harbor Freight Tools	OCC	4312	250.00
P0319198	Prudential Overall Supply Co	CCC	4312	250.00
P0318973	Office Depot	OCC	4312	246.96
P0319232	Performance Envelope	OCC	4321	246.89
P0319081	Office Depot	OCC	4312	239.93
P0318935	Ctr for Continuing Study of the Calif Economy	DIS	4285	239.25
P0318989	CTI-Valueline	GWC	4312	239.09
P0319043	Gale Group	GWC	6301	231.66
P0319139	Chronicle Guidance Publications Inc	OCC	5699	231.00
P0319138	Xerox Corp	CCC	4312	226.20
P0319153	CDWG	DIS	4312	224.45
P0318919	Cal-Olympic Safety	OCC	4312	218.79
P0319067	Office Depot	OCC	4312	211.00
P0318951	EBSCO Subscription	GWC	5306	208.95
P0319057	Dell Higher Education	OCC	4312	200.36
P0319118	Tequipment.Net	OCC	4312	200.06
P0319186	Office Depot	OCC	4312	200.06
P0319125	Barnes & Noble Inc	OCC	4312	195.96
P0318987	Cummins Cal Pacific	GWC	5657	192.20
P0318988	Modern School Supplies Inc	GWC	4312	183.32
P0319175	Barnes & Noble Inc	OCC	4312	171.72
P0319082	Dell Higher Education	OCC	4312	169.63
P0318978	Sehi Computer Products Inc	OCC	4312	168.32
P0319068	Apple Computer Inc	GWC	5699	157.69
P0319183	Meixler Technologies Inc	DIS	5899	157.59
P0319239	Films Media Group	GWC	6301	157.38
P0319121	E & K Scientific Products Inc	OCC	4312	150.75
P0319115	Mouser Electronics	OCC	4312	150.73
P0318947	Thomson Reuters/Barclays	OCC	5899	150.00

Purchase Orders

P0319244	Baker & Taylor	GWC	6301	140.34
P0319129	Seal's Health Care	OCC	4312	139.19
P0319027	Pitney Bowes	DIS	4312	138.74
P0319203	Baker & Taylor	GWC	4312	135.94
P0319070	Office Depot	GWC	4312	132.06
P0319085	Sehi Computer Products Inc	DIS	4312	131.54
P0319246	Oriental Trading Co Inc	CCC	4312	131.20
P0319159	Captain's Nautical Supplies Inc	OCC	4285	131.04
P0318986	Balloons by Lucille	GWC	4312	124.00
P0318967	Dell Higher Education	OCC	4312	119.61
P0319188	WinZip Computing LLC	OCC	5699	118.02
P0319113	Genuine Aircraft Hardware	OCC	4312	115.28
P0319185	Nuance Communications Inc	OCC	5699	107.66
P0318950	Soundtree	GWC	4312	103.20
P0318999	Carolina Biological Supply	OCC	4312	96.02
P0319046	LabelCity Inc	GWC	4312	94.67
P0319028	Pitney Bowes	DIS	4312	92.42
P0318977	Dell Higher Education	OCC	4312	86.99
P0319120	A Daigger Co	OCC	4312	84.83
P0319241	Baker & Taylor	GWC	6301	78.63
P0319176	Captain's Nautical Supplies Inc	OCC	4285	76.68
P0319004	Oceanside Photo & Telescope	OCC	4312	76.61
P0319158	Safe Navigation	OCC	4285	69.62
P0318946	OC Register	OCC	5306	63.81
P0319147	Computerland of Silicon Valley	OCC	5699	61.00
P0318942	James Publishing Inc	OCC	6301	60.00
P0318944	Thomson West	OCC	6301	55.00
P0318943	Matthew Bender & Co., Inc	OCC	6301	50.00
P0318985	South Coast Higher Ed Council	CCC	5320	50.00
P0319157	Home Depot	OCC	4312	47.49
P0319117	Sigma-Aldrich Inc	OCC	4312	43.83
P0319218	Hitt Marking Devices Inc	DIS	4312	37.63
P0319225	Hitt Marking Devices Inc	DIS	4312	32.90
P0319238	Baker & Taylor	GWC	6301	25.90
P0319044	Baker & Taylor	GWC	6301	16.91
	Total			<u>\$1,724,853.33</u>

Object Code Legend

3000-3999 Staff Benefits
 4200-4299 Books, Replacement of
 4300-4799 Supplies/Printing
 5100-5199 Consultants/Lecturers
 5200-5299 Conferences/Travel
 5300-5399 Dues/Memberships/Subscriptions
 5400-5499 Insurance
 5500-5599 Utilities/Services/Contracts

5600-5601 Film Rental
5630-5673 Repairs/Equipment and Facilities
5682-5699 Lease/Rentals
5700-5899 Other Expense of Operations
6100-6299 Site/Site Improvements/Building
6300-6399 Books, New Acquisitions
6400-6499 Equipment, New/Replacement

Agenda Item

3.06.02 Ratification/Approval of Checks

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



3.06.02 Ratification/Approval of Checks [CheckApproval.pdf](#)

Additional Administrative Content

Created on: 11/18/2009 at 04:05 PM by CCCD Bridge. Last update on 01/12/2010 by Christie Trester.

NUMBER	NAME OF VENDOR	AMOUNT
0138789	CCC Contract Education	946,746.75
	Military fee reconciliation	
0138721	OCC Associated Students	246,360.89
	Student college service charges	
0138533	Medco Health Solutions Inc	243,351.18
	Medical Prescription Claims	
0139049	Medco Health Solutions Inc	201,469.48
	Medical Prescription Claims	
0138165	ACSIG Dental / Edge	199,040.08
	Dental Claims and Admin Fees	
0137871	Medco Health Solutions Inc	188,385.22
	Medical Prescription Claims	
0138772	Coast Community College Dist.	184,469.03
	Medical Claims	
0137740	Coast Community College Dist.	181,456.55
	Medical Claims	
0138167	Coast Community College Dist.	174,992.43
	Medical Claims	
0138170	Keenan & Associates	169,039.00
	Protected Insurance Program for Schools (PIPS)	
0137870	Coast Community College Dist.	134,772.56
	Medical Claims	
0137907	Constellation New Energy Inc	112,626.81
	Electricity District Wide	
0138921	WestEd	107,059.23
	SB70 evaluation grant	
0137845	Southern Calif Edison Co	86,424.57
	Electricity District Wide	
0137873	Reliastar Life Insurance Co	85,732.75
	Life Insurance Premiums	
0137875	Reliastar Life Insurance Co	76,645.50
	Reinsurance Premiums	
0137901	CCCD Student Refunds	68,249.29
	Student Refunds	
0138208	CCCD Student Refunds	57,620.17
	Student Refunds	
0138673	Constellation New Energy Inc	56,374.37
	Electricity District Wide	
0137778	Community College League of Calif	55,461.00
	Electronic Database Cooperative Purchasing Program	
0137741	Coast Community College Dist.	47,822.83
	Medical Claims	
0138194	Avalon Center at Garden Grove	43,359.04
	Lease payment for One-Stop Center, Westminster	
0137738	MT Walker Co	43,250.00
	Replacement of Existing Diesel Gasoline Fuel Tank	
0137984	James Boyles	42,000.00
	Piper Cherokee aircraft for aviation technology.	
0137624	Avalon Center at Garden Grove	41,096.38
	Lease payment for One-Stop Center, Westminster	
0137874	Reliastar Life Insurance Co	41,077.72

0137646	Long Term Disability Premiums Coast Community College District PLAC Trust Account - Legal	35,000.00
0138780	Apple Computer Inc Desktop computers for Career Tech Ed Division.	34,868.20
0138321	Vision Service Plan Premiums for VSP Claims	34,282.11
0138044	OCC Extended Education Overpayment	32,500.00
0137783	Dallas Co Comm Coll Dist Renewal of seven (7) Coastline Telecourses.	30,360.00
0138818	Goodwill Industries of OC Classroom Sign Language Interpreter Services	29,917.50
0139027	Southern Calif Edison Co Electricity district wide	29,905.53
0138790	CCCD Student Refunds Student Refunds	29,197.97
0138168	Delta Health Systems Administrative Fees	27,913.75
0138315	Elmco Duddy Scheduled maintenance on 3 Boilers	27,585.56
0138272	Smarthinking Inc Tutoring Service Implementation and Assessment	26,400.00
0137969	Xerox Corp Color Copier for OCC student computing ctr.	25,089.53
0138093	Hoover Printing & Lithography Inc	24,850.46
0138163	Cambridge West Partnership LLC	24,000.00
0137824	Oracle Corp	21,065.38
0137959	Unisource Worldwide Inc	20,783.51
0137830	Pitney Bowes Reserve Account	20,000.00
0138894	Southland Industries	20,000.00
0137844	SIGMAnet Inc	19,133.19
0138036	Community College League of Calif	18,089.00
0138368	Vital Link Orange County	17,000.00
0138313	B & P Services Inc	16,880.00
0138166	Blue Cross	16,536.57
0138214	City of Huntington Beach	16,191.47
0138795	Collegenet Inc	15,835.05
0138738	The Gas Company	15,051.29
0138817	Richard Ghidella	15,000.00
0138221	Denise Cusano Instructional Design Inc	13,800.00
0137812	Marsh Risk & Insurance Svcs	13,750.00
0139007	OC Auditor-Controller	13,648.00
0138344	Crop Production Services Inc	13,542.51
0137966	Western Graphics Plus	12,910.94
0138018	B & P Services Inc	12,835.00
0137951	Southern Calif Edison Co	12,613.07
0137777	College Board	12,250.00
0138317	UCMI Inc	12,160.00
0137710	Pacific Light Productions Inc	12,000.00
0137927	LiNKS Sign Language & Interpreting Services	11,736.00
0138858	Newport-Mesa Unified Sch Dist	11,665.56
0138752	Vital Link Orange County	11,500.00
0138905	The Gas Company	11,340.03

0137796	GWC Bookstore	10,869.61
0137703	OC Auditor-Controller	10,859.00
0137802	Intelecom	10,758.00
0137628	Barboza & Associates	10,456.50
0138706	Jobelephant.com Inc	10,371.25
0138664	Andtech Corporation	10,165.49
0137922	Holthouse, Carlin & Van Trigt LLP	10,000.00
0137935	Pacific Maritime Institute	10,000.00
0137748	Amcom Software	9,784.00
0138040	Hobsons, Inc	9,615.00
0138952	Apple Computer Inc	9,504.17
0138156	OCC Food Services	9,503.92
0137932	OCC Food Services	9,300.00
0138298	Xerox Corp	9,221.83
0138958	AT&T	9,163.44
0138906	The Gas Company	8,952.44
0138836	James Jackson Productions Inc	8,872.00
0138701	Hoover Printing & Lithography Inc	8,678.25
0138201	CCC Contract Education	8,501.22
0138676	Constellation New Energy Inc	8,465.91
0138319	First Colony Life Insurance Co	8,395.80
0138672	Constellation New Energy Inc	8,327.54
0138155	Xerox Corp	8,272.67
0139029	Stanley Convergent Security Solutions Inc	8,246.60
0137815	Mesa Consolidated Water Dist	8,181.25
0138925	OCC Food Services	8,119.42
0138846	Alan Levin	8,055.00
0138945	Cluck Air Conditioning Inc	7,894.00
0138870	Office Depot	7,849.00
0139011	Office Depot	7,663.83
0139030	Strata Information Group	7,632.25
0137819	OC Auditor-Controller	7,607.80
0137861	Vital Link Orange County	7,500.00
0138013	Union Bank of California	7,347.50
0138871	On-Site LaserMedic	6,925.50
0138014	Xerox Corp	6,801.00
0137862	VQS Enterprises Inc	6,688.13
0138061	CCCD E.O.P.S. Account	6,668.00
0138367	Unisource Worldwide Inc	6,648.99
0137905	Computerized Assess & Placement Progs/CAPP A	6,600.00
0139047	Xerox Corp	6,484.37
0138807	Elsevier	6,426.64
0138259	ProQuest LLC	6,424.20
0139004	MSC Industrial Supply	6,319.79
0138353	Evisions Inc	5,939.00
0138248	Mesa Consolidated Water Dist	5,841.25
0138832	I Paradigms Inc	5,840.90
0137708	On-Site LaserMedic	5,830.96
0138343	CR & R	5,499.67
0138665	Apple Computer Inc	5,428.19
0138896	SPSS Inc	5,342.96
0137856	Union Bank of California	5,302.98
0139037	Townsend Public Affairs Inc	5,240.00
0138199	Business Properties	5,192.68

0138787	Carolina Biological Supply	5,034.14
0138212	City Of Newport Beach	5,006.74
0138297	Susan Wilcox	5,000.00
0138874	Pacific Light Productions Inc	5,000.00
0138275	Spicers Paper Inc	4,992.69
0137811	LINKS Sign Language & Interpreting Services	4,991.00
0139038	Union Bank of California	4,948.25
0138134	Southern Calif Edison Co	4,887.47
0138884	Wendy Rakochy	4,851.00
0137925	Image Printing Solutions	4,825.86
0137784	Dell Higher Education	4,801.66
0138737	Yong Tang	4,800.00
0138273	Southern Calif Edison Co	4,647.66
0138981	Computerland of Silicon Valley	4,641.88
0137866	Waxie Sanitary Supply	4,618.02
0138103	LRH Consulting	4,608.00
0139024	Sehi Computer Products Inc	4,543.24
0138065	Coast Community College Dist.	4,512.00
0139006	Nashco Enterprises Ltd	4,498.50
0138331	Baker & Taylor	4,491.83
0137805	James Jackson Productions Inc	4,436.00
0137934	Official Payments Corp	4,401.11
0138019	Excel Door & Gate Co Inc	4,380.00
0138829	Home Depot	4,296.15
0138138	State Board of Equalization	4,237.00
0137975	Care Resources Inc	4,182.00
0138983	Costa Mesa Country Club	4,080.00
0138012	SunGard Higher Education Inc	4,050.00
0137681	Knorr Systems Inc	4,015.58
0138969	Calif Tool Welding Supply	3,986.96
0138373	Coast Construction	3,972.00
0138342	Computerland of Silicon Valley	3,923.74
0138320	Keenan & Associates	3,850.00
0137742	Academic Senate	3,832.56
0138788	Caston Office Solutions	3,757.16
0137707	Office Depot	3,726.26
0138053	Xerox Corp	3,709.67
0139002	Long Beach Marine Institute	3,700.00
0138241	LiNKS Sign Language & Interpreting Services	3,692.00
0137878	Vision Service Plan	3,596.40
0138123	Registrations for You	3,540.00
0138314	Climatec Building Technologies Group	3,500.00
0138995	GWC Bookstore	3,448.92
0138081	GWC Admissions & Records	3,436.00
0137767	Calif Tool Welding Supply	3,359.93
0138325	ADI	3,336.70
0138865	OCE'	3,326.29
0137650	CR & R	3,230.46
0137772	Certified Transportation Serv	3,209.81
0138020	UCMI Inc	3,200.00
0138755	Workplace Resource	3,186.29
0138039	Gale Group	3,184.37
0138893	Southern Calif Edison Co	3,159.09
0138902	T & L Printing Inc	3,045.00

0138062	CCCD E.O.P.S. Account	3,000.00
0138133	Software Secure Inc	3,000.00
0138683	Sean Duenser	3,000.00
0138857	Neo Networking Inc	3,000.00
0138785	BJ Bindery Inc	2,999.34
0138124	Reliable Elevator of OC	2,994.00
0138374	George Donnelly Testing & Inspection	2,950.00
0137768	Camel Financial Inc	2,949.20
0137854	Time Warner Cable	2,904.00
0138746	Union Bank of California	2,822.67
0138335	James Brown	2,800.00
0139026	Slater Ave II Limited Partnership	2,766.19
0139016	Pitney Bowes	2,751.00
0138722	Oracle USA Inc	2,740.46
0138904	Tape Company	2,737.95
0138067	Marius Cucurny	2,728.67
0138986	Dell Higher Education	2,662.18
0138340	City of La Habra Heights	2,658.00
0138885	Reliable Elevator of OC	2,640.00
0138923	Yosemite Water	2,623.39
0138195	Baker & Taylor	2,606.48
0138245	Medical Educ Technologies Inc	2,600.00
0137847	Southern Counties Oil Co	2,592.33
0137837	Wendy Rakochy	2,541.00
0138257	Phoenix Group Info Systems	2,521.25
0137933	Office Depot	2,518.77
0138661	Aircraft Spruce & Specialty Co	2,512.34
0138993	Gale Group	2,499.36
0138286	Verizon Wireless	2,485.58
0138827	Henry Schein Inc	2,477.15
0137621	AT&T	2,463.96
0138690	Sara Guernsey	2,400.00
0138692	Daniel Haak	2,400.00
0138695	Reading Hersh	2,400.00
0138698	Scott Hoang	2,400.00
0138702	Gregory Hytopoulos	2,400.00
0138744	David Ullrich	2,400.00
0138147	Verizon California	2,370.60
0138078	Goodwill Industries of OC	2,335.00
0139041	Valpar Int'l Corp	2,322.00
0137803	Intelecom	2,300.00
0138796	Computerland of Silicon Valley	2,205.45
0137720	Smith Pipe & Supply Inc	2,191.31
0138988	Eureka Calif Career Info Sys	2,169.56
0137814	Memorial Prompt Care Medical Group	2,156.00
0137902	CDWG	2,128.81
0137818	Newport Beach Golf Course	2,125.00
0137850	Test Equipment Distributors	2,121.24
0137948	SMH Colocation	2,064.00
0138213	City of Garden Grove	2,029.53
0138292	Verizon Wireless	2,023.54
0137731	Xcelerators Consulting	2,000.00
0137903	Cerritos Franchise Inc	2,000.00
0138024	AudioVision Production Services	2,000.00

0138095	James Jackson Productions Inc	2,000.00
0138875	Pacific Maritime Institute	2,000.00
0137723	Time Warner Cable	1,980.00
0138895	Spicers Paper Inc	1,976.21
0138922	Xerox Corp	1,974.46
0138318	Weatherproofing Technologies	1,970.00
0138712	LiNKs Sign Language & Interpreting Services	1,952.50
0138863	OC Wholesale Flowers	1,949.89
0138361	Memory Suppliers Inc	1,937.50
0138251	OCB Reprographics	1,929.23
0138991	Fisher Scientific	1,924.73
0138844	Laerdal Medical Corp	1,919.12
0138887	Rutan & Tucker, LLP	1,909.71
0138839	Kelly Equipment	1,895.36
0137643	CCC Bookstore	1,893.61
0137821	OCE'	1,870.06
0138811	Flinn Scientific Inc	1,863.76
0137637	Bus West	1,863.48
0137622	Atkinson, Andelson, Loya, Ruud & Romo	1,861.33
0137793	Gale Group	1,857.56
0137757	B & P Services Inc	1,851.29
0138218	Declues, Burkett & Thompson, LLP	1,842.25
0137616	Action Door Repair Corp	1,819.00
0138219	Dell Higher Education	1,814.06
0137758	Baker & Taylor	1,809.04
0138680	Corix Utilities	1,778.80
0138840	Kelly Paper	1,775.30
0137868	Susan Wilcox	1,750.00
0137816	Mobile Modular Management Corp	1,738.91
0138860	Nextel Communications	1,734.92
0137986	Calif Tool Welding Supply	1,726.45
0138822	GRRReen Inc	1,712.81
0137827	Pak West Paper and Packaging	1,709.77
0137631	Besam Entrance Solutions	1,700.16
0137823	Office Depot	1,699.44
0138171	A to Z Wholesale Floral Supply Inc	1,698.68
0137697	Montgomery Hardware Co	1,692.97
0138810	Fisher Scientific	1,681.63
0137876	Unum Ltc	1,677.70
0137852	Thompson Building Materials	1,667.66
0137761	Benner Metals Corp	1,652.19
0137716	David Rodriguez	1,620.18
0137849	SunGard Higher Education Inc	1,620.00
0138119	Pak West Paper and Packaging	1,601.89
0138733	Sehi Computer Products Inc	1,584.75
0137787	ECS Imaging Inc	1,578.46
0138116	Office Depot	1,569.24
0138148	VWR International Inc	1,562.57
0138917	Vietnamese Community of OC	1,539.00
0138064	Chem Pro Laboratory Inc	1,528.00
0138365	Sehi Computer Products Inc	1,500.68
0138835	Ralph Jagodka	1,500.00
0138924	Lale Yurtseven	1,500.00
0137944	Sehi Computer Products Inc	1,494.68

0137726	Unisource Worldwide Inc	1,478.57
0138820	Graybar Electric	1,474.48
0138055	Celtic Special Health Prod Div	1,468.50
0137838	Rhino Electric Supply	1,468.13
0138791	CDWG	1,460.76
0138125	Rhino Electric Supply	1,454.90
0137704	OC Fire Protection	1,450.70
0138842	Key Equipment Finance	1,426.03
0137848	Specialized Products Company	1,424.08
0137615	ACS Education Services Inc	1,406.55
0138034	Certified Transportation Serv	1,404.50
0137842	Sherman Sound Suite	1,400.00
0138734	Sherman Sound Suite	1,400.00
0139028	Spicers Paper Inc	1,359.38
0138861	Novo Solutions Inc	1,350.94
0137880	ACS Education Services Inc	1,341.10
0138949	ACS Education Services Inc	1,320.90
0139012	Pak West Paper and Packaging	1,315.88
0138997	Hardy Diagnostics	1,301.64
0138662	Robert Altamura	1,300.00
0138741	The Gas Company	1,292.09
0138853	Merced A/C Equipment Service Inc	1,292.01
0137625	B & H Photo-Video	1,287.75
0138010	Rhino Electric Supply	1,273.93
0137686	Margaret Lovig	1,265.48
0137780	Crop Production Services Inc	1,249.41
0138135	Southern Counties Oil Co	1,247.47
0138720	OCC Ancillary 1000-247500-5120	1,241.00
0137956	The Gas Company	1,213.09
0139046	David Whyte	1,212.00
0138114	Melinda Nish	1,206.93
0137826	Pacific Parking Systems Inc	1,196.68
0137942	Rhino Electric Supply	1,187.87
0138346	Dell Higher Education	1,185.18
0138338	Camcor Inc	1,176.47
0138950	Aguinaga Green Inc	1,169.06
0138181	Andtech Corporation	1,140.00
0137661	Patricia Fipps	1,139.47
0137869	CCCD Workers Comp Trust Fund	1,134.27
0138329	ATI/Assessment Technology Institute	1,125.00
0138816	Gary Heimann Productions	1,120.00
0138296	Waxie Sanitary Supply	1,113.48
0137923	Home Depot	1,110.47
0138087	Harland Technology Services	1,109.00
0137640	Lori Cassidy	1,100.00
0137657	Rendell Drew	1,100.00
0137667	Arnold Guerra	1,100.00
0138085	Anna Hanlon	1,100.00
0138099	Riki Kuchek	1,100.00
0138104	Naoko Maekawa	1,100.00
0138115	Marcella Norling	1,100.00
0138899	Stater Brothers	1,096.15
0138101	Lisa Lee	1,092.04
0138244	Mariposa Women & Family Center	1,088.00

0138090	Jacqueline Hils-Williams	1,083.59
0138097	Klopfenstein Art Equipment	1,070.75
0137801	Home Depot	1,065.68
0137696	Model Glass & Mirror	1,057.00
0138803	Digital Networks Group Inc	1,051.68
0137671	Henry Schein Inc	1,051.38
0137675	Irvine Pipe & Supply	1,050.82
0137950	South Coast Fire Protection Co	1,050.00
0138677	Corix Utilities	1,040.00
0138678	Corix Utilities	1,040.00
0138679	Corix Utilities	1,040.00
0137670	Hasler Financial Services LLC	1,029.52
0138375	Times Community News %Los Angeles Times	1,025.00
0139048	Medco Health Solutions Inc	1,021.70
0137831	Postmaster	1,000.00
0138122	Joseph Poshek	1,000.00
0138243	MAERB	1,000.00
0138267	Scott Rodarte	1,000.00
0138852	E Meneses	1,000.00
0138074	Kelli Elliott	991.83
0137635	Debra Brown	989.60
0138113	Neozyme Int'l Inc	989.18
0137946	Silver Screen Products	984.00
0138026	Baker & Taylor	975.56
0137700	Kathryn Mueller	973.15
0138405	Patricia Candelaria	964.00
0138035	Chevron USA Inc	960.97
0138821	Great Western Sanitary Supply	951.34
0138058	Eduardo Arismendi-Pardi	950.00
0137630	Melissa Berta	936.20
0137785	Drew & Associates	933.33
0137817	Mutual Liquid Gas & Equipment	928.92
0139031	SunGard Higher Education Inc	925.00
0137672	Marta Hidden	915.74
0138977	City of Fountain Valley	911.51
0137685	Janelle Leighton	907.45
0138356	Grainger	901.57
0138108	Minuteman Plumbing	901.28
0138862	Jesus Nuno	900.36
0138217	Steve Cox	900.00
0138240	Liebert Cassidy Whitmore	900.00
0138126	Malinni Roeun	899.17
0138813	Fry's Electronics	897.05
0138716	Marina Landscape Inc	895.00
0139032	SunGard Higher Education Inc	875.00
0137641	Castagna Awnings	866.00
0137701	Melinda Nish	860.70
0138808	Exacta Dental Products Inc	858.00
0137895	Bishop Company	856.52
0138951	Allied Refrigeration Inc	848.21
0139003	Minitex	847.00
0138957	AT&T	844.10
0138045	OCC Petty Cash	841.98
0138681	Davis, Suzie	835.09

0138978	Coast Community College District	829.21
0137897	Blinn & Young Inc	826.50
0138868	Oceanside Photo & Telescope	825.63
0138355	Follett Higher Education Group Inc #1094	820.02
0137904	Certified Transportation Serv	818.04
0138106	Linda Maynard	815.19
0138037	DataPipe Inc	800.00
0138203	CCC Foundation	800.00
0137689	Markertek Video Supply	799.55
0137983	Baytek Engineering LLC	795.00
0138890	Shinoda Design Center Inc	790.50
0138253	Orange Coast Fence Co	790.00
0138687	Fisher Scientific	788.23
0138830	Hoover Printing & Lithography Inc	780.83
0137820	OC Wholesale Flowers	779.47
0139015	Perma-Bound	776.86
0137799	Harland Technology Services	767.00
0138833	Irvine Pipe & Supply	765.91
0138801	Davis, Suzie	762.47
0138838	Kellogg Supply Inc	762.25
0138092	Home Depot	759.55
0138143	Tri-Anim Health Services	756.20
0137853	Thyssenkrupp Elevator	755.00
0138773	Delta Health Systems	750.00
0139017	Prepress Supply Inc	747.92
0138726	Pacific Video Products Inc	746.46
0138182	Art Supply Warehouse	741.36
0138920	Waxie Sanitary Supply	738.41
0137913	Fuller Engineering Inc	734.17
0137695	Minuteman Plumbing	732.50
0138337	Business Office Solutions	723.82
0138357	HSBC Business Solutions	718.52
0137872	Medco Health Solutions Inc	717.14
0138278	T-Mobile	712.89
0137776	CMC Rescue Inc	709.80
0138252	Office Depot	709.46
0138847	Library Store Inc	708.47
0139035	Titlewave Video Subtitling Service	708.00
0138771	CCCD Workers Comp Trust Fund	702.38
0137715	Morgan Richie	700.00
0138819	Judith Gottesman	700.00
0139042	Vex/Innovation First Inc	698.61
0137857	Universal Medical Inc	697.56
0138084	Raine Hambly	693.76
0138777	ACCT	684.24
0137943	Rutland Tool & Supply Co	683.23
0137687	Main Electric Supply Co	675.24
0138913	Tri-Anim Health Services	670.12
0138288	Verizon Wireless	669.45
0138694	Harland Technology Services	667.77
0138129	Sehi Computer Products Inc	666.80
0138704	Iron Mountain	666.20
0139009	OC Wholesale Flowers	663.65
0138697	Hewlett Packard	663.27

0137894	Aves Studio	659.00
0138154	World Point	657.19
0137658	Dunn Edwards	654.59
0138096	Mariam Khosravani	650.00
0137711	Clyde Phillips	649.07
0137677	Johnstone Supply	646.63
0138843	Knorr Systems Inc	642.50
0138793	City of Westminster	633.21
0138112	Dale Nauta	632.80
0138227	Go With Jo Travel	626.90
0137840	Sargent-Welch	624.68
0138360	Machine Tool Repair Service	622.58
0138076	Fisher Scientific	616.69
0138077	Fry's Electronics	612.21
0138825	Karen Harelson	606.10
0138052	Union 76	606.09
0138849	Earnest Marchbank	603.36
0138202	CCC Foundation	600.00
0138204	CCC Foundation	600.00
0138247	Shana Menaker	600.00
0138691	Sara Guernsey	600.00
0138693	Daniel Haak	600.00
0138696	Reading Hersh	600.00
0138699	Scott Hoang	600.00
0138703	Gregory Hytopoulos	600.00
0138745	David Ullrich	600.00
0138880	Prado Olympic Shooting Park	600.00
0139043	Vocational Biographies Inc	600.00
0138776	Aardvark Clay Supply	599.35
0138249	OC Auditor-Controller	597.50
0137749	Aqua-Clear Water Treatment Specialists Inc	595.00
0137693	Gena Merrigan	593.35
0138323	AA Equipment	592.22
0138238	Anna Katsuki	590.15
0138362	Orkin Inc	590.00
0137688	Earnest Marchbank	589.76
0138779	All State Police Equipment	586.86
0137836	Quinn Power Systems	582.00
0138878	Pool Supply of Orange Co Inc	581.26
0139001	Key Equipment Finance	578.55
0137841	Security Signal Devices	577.00
0138802	Dept of Justice	576.00
0137764	C & S Sales Inc	568.50
0138000	William Kerwin	557.95
0138831	Walter Howald	553.29
0137917	Guitar Center Inc	552.66
0137755	AT&T	550.86
0137666	Grainger	548.97
0138271	Shred Confidential Inc	543.38
0138068	Nadine Davis	541.94
0137995	Fry's Electronics	539.25
0137613	AA Equipment	537.39
0137651	Crystal Crane	537.35
0137706	OCE'	534.21

0139008	OC Fire Protection	533.02
0138668	Matthew Carlton	532.50
0139034	Thorn-Smith Labs	530.75
0137961	Verizon Wireless	526.71
0137912	Fox Valley Systems	518.01
0139005	MVAP Medical Supplies Inc	515.24
0138210	Certified Transportation Serv	512.53
0137979	Alan's Lawnmower & Garden Ctr Inc	512.39
0137807	Johnstone Supply	512.30
0137728	Waxie Sanitary Supply	511.27
0138775	AAA Flag & Banner Mfg Co Inc	508.98
0138089	Lorraine Henry	504.92
0137829	Pete's Road Service Inc	504.39
0138998	Henry Schein Inc	501.43
0138999	Home Depot	501.37
0138341	Community Lock & Safe Service	500.25
0138145	United Parcel Service	500.00
0138205	CCC Foundation	500.00
0138888	Celeste Ryan	500.00
0137663	Laurel Francis	499.06
0138005	Jerry Patterson	498.32
0138120	Physician Sales & Service	496.22
0137713	Quality Fabricators	495.80
0138351	Enco Manufacturing Co	493.86
0138169	First Health	490.56
0138291	Verizon Wireless	488.30
0138046	Office Depot	487.46
0138859	Nextel Communications	483.91
0138450	Sharon Folga	482.00
0138542	David Munoz	482.00
0138583	Judith Reese	482.00
0138629	Frank Visco	482.00
0138107	Christopher McNally	481.71
0138684	Emergency Medical Products Inc	480.42
0137920	HB Magazine	480.00
0138723	Orange Coast Auto Repair	479.14
0138193	AT&T Mobility	476.61
0138837	Rita Jones	474.82
0138228	Go With Jo Travel	469.69
0138897	Christine Sta Ana	468.11
0138854	Mesa Golf Carts	463.93
0138976	City of Fountain Valley	462.75
0138256	Barry Perrou	462.20
0138229	Goodwill Industries of OC	455.00
0137960	US Foodservice	452.65
0137887	AT&T	447.45
0137620	Lydia Arbizo	446.00
0137682	Jennifer Labounty	446.00
0137724	Julie Tran	446.00
0138230	Graybar Electric	444.79
0138688	Fry's Electronics	444.67
0138339	CDWG	442.89
0138080	Guitar Center Inc	440.99
0138333	Benner Metals Corp	438.70

0138030	Burke Engineering	435.53
0138719	OC Treasurer- Tax Collector	435.00
0138022	Amtech Elevator Services	433.85
0138198	Bulbman Inc	431.13
0137791	FRS Environmental	429.00
0138705	Iron Mountain Records Mgmt	428.37
0137964	Wards Natural Science	423.61
0137683	Lake Forest Anatomicals	422.99
0138088	Lorraine Henry	419.28
0138060	CCC Bookstore	417.19
0137980	Allied Refrigeration Inc	416.53
0138834	Island Florals	411.11
0137751	Art Supply Warehouse	409.70
0138132	Smith Pipe & Supply Inc	408.78
0137691	Joumana McGowan	405.00
0138209	CDWG	404.07
0137936	PL Hawn Company Inc	402.73
0137930	Minuteman Plumbing	402.50
0138224	Factory Express	401.65
0138987	Digital Networks Group Inc	400.20
0138211	Thomas Chambers	400.00
0138953	Art Supply Warehouse	396.65
0138814	Fuller Engineering Inc	396.50
0137660	Genoveva Fernandez	396.00
0137727	Andrea Uva	396.00
0138207	CCCAOE	395.00
0137634	Barbara Bond	394.10
0137915	Great Western Sanitary Supply	391.30
0137614	Aberdeen Captioning Inc	388.00
0138516	Kevin Long	385.60
0138611	Michael Springer	385.60
0138627	Ann Tyree	385.60
0139045	Waxie Sanitary Supply	385.06
0138025	B & P Services Inc	385.00
0138869	OCLC Inc	381.53
0137846	Southern Counties Lubricants LLC	381.24
0138369	World-Wide Fire Inc	379.80
0137963	Wall Street Journal	379.54
0137633	Bob's Shade & Linoleum	379.38
0138118	Pamela Pacheco	378.65
0137999	Home Depot	377.58
0138324	Aberdeen Captioning Inc	376.00
0137665	Go With Jo Travel	375.20
0138136	Steven Spencer	375.00
0138142	Duy Tran	375.00
0138909	Michael Thornton	375.00
0138882	Prudential Overall Supply Co	374.89
0138740	The Gas Company	371.31
0138152	Weaver & Co	369.58
0138063	CDWG	367.29
0138963	Awards Etc	365.18
0138270	Sehi Computer Products Inc	364.45
0137792	Fuller Engineering Inc	363.88
0138159	Stater Brothers	361.13

0137654	Discount School Supply	360.85
0137918	Hardy Diagnostics	359.01
0138003	Conrad Moreno	357.62
0138756	Xerox Corp	355.83
0137743	Aircraft Spruce & Specialty Co	355.14
0137639	Calif Tool Welding Supply	351.72
0137839	Safety 1st Pest Control Inc	350.00
0138287	Verizon Wireless	346.37
0138164	State Water Resources Ctrl Brd	346.00
0138883	Pyro-Comm Systems Inc	345.00
0138144	Unisource Worldwide Inc	344.77
0137618	Airgas West Inc	344.24
0139022	Samy's Camera	342.89
0137858	Verizon California	342.80
0138877	Pivot Point International Inc	342.78
0137765	Calif Communication	341.47
0137725	Turf Star Inc	333.56
0138051	Stover Seed Co	331.88
0138730	Rancho Vista Landscaping Inc	330.00
0137867	Web Commerce Partners Inc	328.50
0138031	Camel Financial Inc	328.25
0137636	Buddy's All-Star Inc	326.25
0138173	Academic Senate	325.00
0138174	Academic Senate	325.00
0138175	Academic Senate	325.00
0138985	DATA-Code Co	325.00
0138980	Columbia Dentoform Corp	324.65
0137881	ACTT: Assn of Classroom Teacher Testers	320.81
0137822	OCLC Inc	319.59
0138043	Information Today Inc	318.55
0137617	Adorno, Yoss, Alvarado & Smith	315.00
0138038	Exacta Dental Products Inc	314.65
0137965	Waxie Sanitary Supply	313.32
0138232	HB Chamber of Commerce	309.00
0138283	Turf Tire Distributors	304.50
0137771	CCC Bookstore	303.65
0137747	Allied Refrigeration Inc	300.93
0137987	CDWG	300.93
0138290	Verizon Wireless	300.74
0138804	Discount School Supply	300.74
0138255	Pelion Benefits Inc	300.00
0137860	Verizon California	298.54
0137921	Henry Schein Inc	298.29
0138974	City Of Newport Beach	296.02
0138023	Art Supply Warehouse	295.63
0138004	Office Depot	294.28
0138805	DMV Mail Support Services Ms A194	294.18
0138715	Los Angeles Times	293.80
0137759	Balanced Body	290.47
0138376	Patricia Adams	289.20
0138377	Dennis Alsted	289.20
0138378	Domenick Anadio	289.20
0138379	Jack Anderson	289.20
0138380	Robert Angus	289.20

0138381	David Anthony	289.20
0138382	Dean Anthony	289.20
0138383	Joann Anthony	289.20
0138384	Mary Arnerich	289.20
0138385	Stephen Axelrad	289.20
0138386	James Baugh	289.20
0138387	Jane Bennett	289.20
0138388	Gail Berggren	289.20
0138389	Ronald Berggren	289.20
0138390	Phillip Bernard	289.20
0138391	Dean Bosse	289.20
0138392	Mary Bosse	289.20
0138393	John Breihan	289.20
0138394	Kristina Bruning	289.20
0138395	John Buckley	289.20
0138396	Theresa Buckley	289.20
0138397	Richard Budna	289.20
0138398	Susan Budna	289.20
0138399	Dennis Butler	289.20
0138400	Geraldine Cahill-Pickart	289.20
0138401	Jay Callaway	289.20
0138402	Patricia Callaway	289.20
0138403	Darline Calvert	289.20
0138404	Elvin Campbell	289.20
0138406	Minette Carter	289.20
0138407	Bruce Cary	289.20
0138408	Kevin Chard	289.20
0138409	Ellen Church	289.20
0138410	James Church	289.20
0138411	Sharron Clark)	289.20
0138412	Thomas Clark	289.20
0138413	Mona Coates	289.20
0138414	Susan Coleman	289.20
0138415	Donald Collins	289.20
0138416	Phyllis Cool	289.20
0138417	Michael Cox	289.20
0138418	Kathryn Crown	289.20
0138419	Lois Dalla Riva	289.20
0138420	Nadine Davis	289.20
0138421	Karen Decker	289.20
0138422	Sanford Decker	289.20
0138423	Dale Deffner	289.20
0138424	Karen Deffner	289.20
0138425	Carolyn Dennison	289.20
0138426	Bob Denton	289.20
0138427	Susanna Denton	289.20
0138428	Judith Devries	289.20
0138429	Barbara Dilworth	289.20
0138430	Daniel Dodt	289.20
0138431	Sandra Dollente	289.20
0138432	Paul Donaldson	289.20
0138433	Michael Donoff	289.20
0138434	Sharon Donoff	289.20
0138435	Suzanne Droney	289.20

0138436	Joan Duffy	289.20
0138439	Judith Eastman	289.20
0138440	Stuart Eastman	289.20
0138441	Arlene Eckstein	289.20
0138442	Fred Eckstein	289.20
0138443	Ann Egan	289.20
0138444	Robert Egan	289.20
0138445	Donna Falke	289.20
0138446	Robert Ferman	289.20
0138447	John Ferzacca	289.20
0138449	Gordon Fitzel	289.20
0138451	Thomas Folga	289.20
0138452	Edward Fratantaro	289.20
0138453	Donald Friedman	289.20
0138454	Annette Fruehan	289.20
0138455	Joel Fruehan	289.20
0138456	Charles Funsch	289.20
0138457	Sandra Funsch	289.20
0138458	Carol Garner	289.20
0138459	Lance Gilbertson	289.20
0138460	Nancy Gilbertson	289.20
0138461	Arne Gjertsen	289.20
0138462	Karen Gjertsen	289.20
0138463	Guy Glassford	289.20
0138464	Maureen Goldman	289.20
0138465	Michael Goldman	289.20
0138466	David Goshert	289.20
0138467	Judith Goshert	289.20
0138468	David Gray	289.20
0138469	Patricia Griggs	289.20
0138470	Frances Grigsby	289.20
0138471	Donald Grow	289.20
0138472	Linnea Guccione	289.20
0138473	Carol Guzzetti	289.20
0138474	Elizabeth Hadjis	289.20
0138475	John Hadjis	289.20
0138476	Kathleen Hancock	289.20
0138477	Robert Hancock	289.20
0138478	Ann Harmer	289.20
0138479	Stephanie Hayward	289.20
0138480	Julie Hearlson	289.20
0138481	Linda Hehn	289.20
0138484	Jane Hilgendorf	289.20
0138485	Truyen Ho	289.20
0138486	Lou Hobbs	289.20
0138487	Denise Hogate	289.20
0138488	Arthur Hokanson	289.20
0138489	Judy Hokanson	289.20
0138490	Carol Holben	289.20
0138491	Beth Hooper	289.20
0138492	Alfred Huang	289.20
0138493	Eleanor Huang	289.20
0138494	Sylvia Impert	289.20
0138495	Raymond Irvine	289.20

0138496	Hedy Ito	289.20
0138497	Francis Jessoe	289.20
0138499	Robert Johnson	289.20
0138500	Angelina Jones	289.20
0138501	Babette Kelly	289.20
0138502	James Kelly	289.20
0138503	Joyce Kimball	289.20
0138504	Robert Kimball	289.20
0138505	Gloria Kinnevey	289.20
0138506	Karen Klammer	289.20
0138507	David Koenig	289.20
0138508	Edward Lambing	289.20
0138509	Nancy Lambing	289.20
0138510	Margaret Langhans	289.20
0138511	Lawrence Le Brane	289.20
0138512	June Leloup	289.20
0138513	Martin Lewis	289.20
0138514	Ralph Lewis	289.20
0138515	Yvonne Little	289.20
0138517	Nettie Ann Loranger	289.20
0138518	Sally Lund	289.20
0138519	Charles Lussy	289.20
0138520	Mary Lussy	289.20
0138521	Richard Lutz	289.20
0138522	Sandra Lutz	289.20
0138523	Patricia Mac Kenzie	289.20
0138524	Lorna Mack	289.20
0138525	Neil Mackenzie	289.20
0138526	George Maine	289.20
0138527	Dick Marsh	289.20
0138528	Tara Maull	289.20
0138529	James Mazur	289.20
0138530	Linda Mazur	289.20
0138531	Maryann Mc Manus	289.20
0138532	Richard McCollom	289.20
0138534	Diane Mefford	289.20
0138535	Jane Megorden	289.20
0138536	Phillip Miller	289.20
0138537	Charles Mitchell	289.20
0138538	Francisco Montero	289.20
0138539	Isabel Montero	289.20
0138540	Cecelia Morris	289.20
0138541	Elaine Mullen-Barrett	289.20
0138543	Rolland Murray	289.20
0138544	Sharon Murray	289.20
0138545	Julie Myers	289.20
0138546	Mary Nash	289.20
0138547	Judith Neal	289.20
0138548	Charlanne Nee	289.20
0138549	Paul Nee	289.20
0138550	Barbara Newbern	289.20
0138551	Harold Newbern	289.20
0138552	Martin Newitz	289.20
0138553	Polly Norwood	289.20

0138554	Donna O'Neal	289.20
0138555	Michael Olds	289.20
0138556	Connie Olson	289.20
0138557	Judith Olson	289.20
0138558	Donald Onishi	289.20
0138559	Michael Ortell	289.20
0138560	Kenneth Ortiz	289.20
0138561	Harriet Ouellette	289.20
0138562	John Outwater	289.20
0138563	Alan Paladino	289.20
0138564	John Parker	289.20
0138565	Lucille Pascoe	289.20
0138566	Tony Pascoe	289.20
0138567	Willard Patterson	289.20
0138568	Jill Pearson	289.20
0138569	Jack Peconic	289.20
0138572	Gail Pickart	289.20
0138573	Terrance Pietenpol	289.20
0138574	Chester Platt	289.20
0138575	Frances Power	289.20
0138576	Richard Power	289.20
0138577	Marino Presutti	289.20
0138578	Rita Presutti	289.20
0138579	Leslie Purdy	289.20
0138582	George Reese	289.20
0138584	Guenter Rehm	289.20
0138585	Paula Rice	289.20
0138586	Robert Ricewasser	289.20
0138587	Philip Riddick	289.20
0138588	Edith Rietstra	289.20
0138589	Carl Roberson	289.20
0138590	Joel Rosenfeld	289.20
0138591	Barbara Ross	289.20
0138592	Ronald Ross	289.20
0138593	Willard Roundy	289.20
0138594	Donald Rueter	289.20
0138595	Armando Ruiz	289.20
0138596	Susan Ryder	289.20
0138597	Robert Sands	289.20
0138598	Patricia Scarfone	289.20
0138599	John Schaefer	289.20
0138600	Robert Seebold	289.20
0138601	Karen Shanley	289.20
0138602	Michael Shanley	289.20
0138603	Katherine Simon	289.20
0138604	Richard Simon	289.20
0138605	Bertine Slosberg	289.20
0138606	Kenneth Slosberg	289.20
0138607	Charles Smith	289.20
0138608	Douglas Smith	289.20
0138609	Sandra Smith	289.20
0138610	Mary Snedeker	289.20
0138612	Marlene Steck	289.20
0138613	Roy Stephens	289.20

0138614	Carol Stevens	289.20
0138615	Mark Stevens	289.20
0138616	Henry Stumpf	289.20
0138617	Megan Stumpf	289.20
0138618	Sandra Sukhov	289.20
0138619	Vladimir Sukhov	289.20
0138620	Marcia Swanson	289.20
0138621	Thomas Swanson	289.20
0138622	Theresa Tarlos	289.20
0138623	H Taussig	289.20
0138624	Dagny Tennyson	289.20
0138625	Thomas Timmons	289.20
0138626	Janet Tolson	289.20
0138628	Peter Vander Haeghen	289.20
0138631	Jolene Wallace	289.20
0138632	Kathleen Waterman	289.20
0138633	Norman Waterman	289.20
0138634	Judith Webb	289.20
0138635	Evelyn Weiss	289.20
0138636	Deven Werthman	289.20
0138637	Donna Westerman	289.20
0138638	Douglas White	289.20
0138639	Lynn Whitmore	289.20
0138640	Ilse Wilke	289.20
0138641	W.L.A. Wilke	289.20
0138642	Donna Williams	289.20
0138644	Louis Willis	289.20
0138645	Norma Willis	289.20
0138646	Darlene Windisch	289.20
0138647	Stanley Winter	289.20
0138648	Joyce Wofford	289.20
0138649	Judith Wolfe	289.20
0138650	Sharon Wolfe	289.20
0138651	Wayne Wolfe	289.20
0138652	Eimei Wong	289.20
0138653	Eugene Wood	289.20
0138654	William Workman	289.20
0138655	Bob Wright	289.20
0138656	Donna Wright	289.20
0138657	Betty Yang	289.20
0138658	Ronald Yates	289.20
0138659	Kathleen Yoder	289.20
0138660	Robert Yoder	289.20
0138948	Lawrence Williams	289.20
0138630	Barry Wallace	289.00
0138006	Professional Indexes & Files	288.73
0137718	Safety 1st Pest Control Inc	283.50
0137938	Priority Mailing Systems LLC	282.75
0137955	Christian Teeter	281.47
0138886	Rio Grande	280.57
0137843	Siemens Water Technologies Corp	279.20
0138754	Water Tech Ag Supply	274.81
0137911	Fisher Scientific	269.23
0138670	Coastal Carbonic	268.90

0137769	Carmen's Uniforms Inc	267.37
0138960	AT&T	261.86
0138348	Dukane AV Service	260.94
0138823	Denia Guillen	257.90
0138028	Besam Entrance Solutions	257.66
0138047	Pasco Scientific	256.65
0138200	Caston Office Solutions	254.96
0137762	Bio-Rad Laboratories Inc	253.04
0137699	MT Walker Co	250.00
0137782	CSCCU	250.00
0137813	Marsh Risk & Insurance Svcs	250.00
0138121	Steven Popovich	250.00
0138141	Michael Thornton	250.00
0138879	Steven Popovich	250.00
0139018	Print & Finishing Solutions	250.00
0138056	Aardvark Clay Supply	247.40
0138747	Unisource Worldwide Inc	246.26
0138206	CCC Petty Cash	245.58
0137806	JCCI Resource Devopment Services	245.00
0137648	Consolidated Electrical Dist	242.05
0137632	Blick Art Materials	241.38
0138918	VWR International Inc	241.37
0137804	Iron Mountain	240.22
0138246	Medical Processor Services	240.00
0138800	Charles Cutenese	240.00
0138798	Ctr for Continuing Study of the Calif Econom	239.25
0138663	American Honda Finance Corp	238.47
0137647	Coastal Carbonic	237.08
0137638	Calif Car Covers	237.03
0138094	Irvine Pipe & Supply	236.27
0138708	Key Scientific Products	234.53
0137779	Computerland of Silicon Valley	234.00
0138732	Safeguard Business Systems	233.63
0138915	Unifirst Corp	232.96
0138050	Samy's Camera	232.57
0138689	Gale Group	232.40
0138973	Chronicle Guidance Publications Inc	231.00
0138192	AT&T	230.50
0138172	Aardvark Clay Supply	228.90
0138667	Diane Benner	225.00
0138968	Cal-Olympic Safety	223.71
0137929	Mesa Golf Carts	222.28
0138236	Home Depot	221.38
0138908	Thomson West	220.39
0137626	Baker & Taylor	220.19
0137797	Hardy Diagnostics	217.94
0138979	Coast Fitness Repair Shop	217.50
0138971	Caston Office Solutions	217.32
0138914	Triarch Inc	213.91
0137947	Smardan Supply Co- Orange Coast	211.91
0137957	The Gas Company	211.55
0138196	BJ Bindery Inc	209.89
0138350	EBSCO Subscription	208.95
0138864	OCC Food Services	208.61

0139036	Toshiba Business Solutions	203.20
0137673	Home Depot	202.61
0137786	Duplantier, Angela	202.31
0138057	ALD Security Innovations	200.91
0138671	Brian Conley	200.67
0138128	Robert Schneiderman	200.02
0138233	Lorraine Henry	199.55
0137914	FV Self Storage & RV Center	199.00
0137978	Accurate Termite & Pest Control	199.00
0138972	CCAR	199.00
0138366	Staples Advantage	197.65
0138815	Ganahl Lumber Co	197.35
0137800	Hauri, Kevin M.	196.73
0138326	Airgas West Inc	195.42
0137674	Hub Auto Supply	192.83
0138437	Cynthia Dye	192.80
0138438	Stephen Dye	192.80
0138448	James Finnegan	192.80
0138580	Johannes Rasmussen	192.80
0138581	Sharon Rasmussen	192.80
0138799	Cummins Cal Pacific	192.20
0138735	Smardan Supply Co- Orange Coast	191.82
0137808	Gary Kinzer	190.00
0137851	The Gas Company	186.85
0137832	Postmaster	185.00
0139039	United States Postal Service	185.00
0139040	United States Postal Service	185.00
0138336	Builders Security Locks & Ser	183.52
0137669	Hardy Diagnostics	182.79
0137664	Fry's Electronics	182.36
0139000	Iron Mountain	182.05
0137809	Lathem Time California Inc	181.60
0138197	Bob's Shade & Linoleum	181.03
0138713	Los Angeles Business Journal	179.95
0138332	Baudville Inc	179.20
0137733	Home Depot	178.25
0138021	Airgas West Inc	178.06
0137863	VWR International Inc	176.55
0137709	Orkin Inc	175.00
0137722	Thompson, Timothy T	175.00
0138294	Walters Wholesale Electric Co	170.22
0138784	Melissa Berta	170.00
0138110	Montgomery Hardware Co	169.60
0138111	MT Walker Co	169.59
0138158	Smart & Final	169.54
0138186	AT&T	167.84
0138718	OC Treasurer- Tax Collector	166.62
0138102	Deborah Lewis	166.28
0137753	AT&T	166.16
0139021	Rutland Tool & Supply Co	165.67
0138327	Alan's Lawnmower & Garden Ctr Inc	164.66
0138269	Lloyd Saposnek	164.56
0138276	Springdale Ace Hardware	164.40
0137893	AT&T Mobility	161.59

0137692	McMaster-Carr	161.54
0138686	Express Pipe & Supply	161.15
0138011	Suburban Water Systems	159.31
0138889	Sea Clear Pools	159.18
0138137	Staples Advantage	156.08
0138900	Cheryl Stewart	155.76
0137644	Cintas First Aid & Safety	154.51
0137721	Storage Place	150.00
0138901	Storage Place	150.00
0138293	Vortex	149.95
0137919	HB Digital Arts	149.64
0138717	OC Business Journal	148.00
0137937	Prince Enterprises Inc	146.35
0138222	Jane Duncan	144.28
0138806	Eberhard Equipment	142.44
0138975	City of Fountain Valley	142.11
0138866	OCE' Financial Services Inc	141.77
0138258	Pitney Bowes	140.01
0137714	Rhino Electric Supply	139.86
0138151	Wards Natural Science	139.51
0138349	Dunn Edwards	139.11
0137652	Dell Higher Education	139.10
0137985	Scott Broberg	138.16
0137981	Amer Security Rx	135.81
0139013	Par West Turf Services	135.34
0138828	Hitt Marking Devices Inc	134.34
0137891	AT&T	134.21
0138187	AT&T	134.21
0138782	Eduardo Arismendi-Pardi	134.08
0138127	Rutland Tool & Supply Co	133.09
0138707	Johnstone Supply	130.05
0137882	American Red Cross	130.00
0138774	A Daigger Co	129.49
0138359	Knorr Systems Inc	129.18
0137910	Digital Networks Group Inc	129.01
0139014	Jerry Patterson	127.63
0138347	Demco Inc	126.10
0138131	Smart & Final	125.86
0137931	MSC Industrial Supply	125.45
0137756	AutoNetrix	125.00
0138176	ACCCA	125.00
0138873	Pacific Coast Entertainment	124.49
0138179	Alamitos Auto Parts Inc - Napa	124.21
0138792	CIT Technology Fin Serv Inc	123.98
0137890	AT&T	123.46
0138189	AT&T	123.46
0138370	Xerox Corp	123.10
0137750	Cristina Arellano	123.09
0138682	Dish Network Chicago	122.46
0138049	Cynthia Reber-Bonhall	122.45
0138071	Anh Do	122.07
0138345	Crown Ace Hardware	120.56
0138965	Beach City Lift Inc	120.21
0137788	Electronic Midi Services	120.00

0138996	GWC Petty Cash	118.38
0138982	Consolidated Electrical Dist	118.06
0137962	VWR International Inc	116.38
0138955	AT&T	116.30
0137668	GWC Petty Cash	116.14
0138231	Harbor Freight Tools	115.18
0137760	Lisa Becker	114.00
0137968	Frank Woodard	114.00
0138280	Tom's Aircraft Maintenance	112.56
0138322	A Daigger Co	112.36
0138919	Wards Natural Science	112.09
0137898	Bonita Jacobs	111.78
0139025	Siemens Water Technologies Corp	109.80
0137945	Shinoda Design Center Inc	108.93
0137996	GlaxoSmithKline	108.75
0138845	Laguna Framing Co	108.75
0139010	OCC Food Services	105.68
0137679	Nancy Jones	105.60
0138263	Prudential Overall Supply Co	104.77
0137991	Discount School Supply	104.58
0138781	Eduardo Arismendi-Pardi	104.43
0138812	Marilyn Fry	103.84
0138967	Bulbman Inc	103.17
0137739	Office Depot	101.70
0138970	Carolina Biological Supply	101.68
0138881	Pro Photo Connection	101.50
0137909	Dell Higher Education	101.13
0137717	Katrina Routledge	100.00
0138059	Caston Office Solutions	99.48
0137879	Accurate Termite & Pest Control	99.00
0137906	Brian Conley	98.96
0138157	Orkin Inc	98.00
0138146	Verizon California	97.04
0138742	Today Delivery Inc	96.88
0138962	AT&T	96.85
0137997	Graybar Electric	96.79
0138482	Lynn Hermstad	96.40
0138483	Tom Hermstad	96.40
0138498	David Johns	96.40
0138570	Beth Peer	96.40
0138571	William Peer	96.40
0138239	Darla Kelly	96.36
0138724	Orkin Inc	95.00
0137908	Crop Production Services Inc	94.55
0138352	Eversoft	94.50
0137954	SunTrekSolar	92.44
0137795	Great Western Sanitary Supply	91.51
0137763	BJ Bindery Inc	91.35
0137754	AT&T	91.15
0138856	Georgie Monahan	91.08
0138279	The WorkPlace CA	89.78
0138009	Linda Rhines	89.25
0137794	Graybar Electric	88.09
0137835	PSI Group Inc	87.94

0138711	Library Store Inc	87.87
0138990	Federal Express Corp	87.24
0138032	Carmen's Uniforms Inc	86.86
0138912	Tri-Anim Health Services	86.56
0139044	VWR International Inc	85.23
0137676	James Benedik Piano Service	85.00
0137883	Antimite Termite/Pest Control Inc	85.00
0138177	Accurate Termite & Pest Control	85.00
0138082	GWC Food Services	84.98
0138714	Los Angeles Times	84.85
0138027	Battery Systems Inc	84.35
0138992	Fry's Electronics	83.65
0138910	Time Warner Cable	82.90
0138727	Diep Pham	82.50
0137953	Sterling Art	80.24
0138872	Orange Coast Auto Repair	79.36
0138850	Vesna Marcina	78.32
0138007	Prudential Overall Supply Co	76.79
0137766	Calif Pro Sports	75.51
0138139	Stater Brothers	75.26
0138330	Austin Hardwoods	75.20
0137949	So Cal Intersegmental Articulation Council	75.00
0138178	ACHRO/EEO	75.00
0138911	Today Delivery Inc	74.67
0138289	Verizon Wireless	74.36
0138961	AT&T	74.32
0137623	Austin Hardwoods	73.56
0137825	Pacific Flyer	73.20
0137828	Pasco Scientific	73.17
0138070	Anh Do	72.88
0138002	Marinus Scientific	72.00
0137928	MarVac Electronics	71.75
0137694	Mesa Golf Carts	71.64
0138966	Bill's Camera	71.50
0138954	AT&T	71.13
0138234	Highsmith	70.23
0137690	Joumana McGowan	70.00
0138748	USA Mobility Wireless Inc	69.93
0138150	Jocelyn Wang	69.70
0137859	Verizon California	69.41
0137976	CCCD Workers Comp Trust Fund	68.75
0138674	Constellation New Energy Inc	68.54
0138994	Gaylord Bros Inc	67.95
0138824	Hardy Diagnostics	66.83
0137712	Prudential Overall Supply Co	66.77
0137833	Prudential Overall Supply Co	66.77
0138048	Prudential Overall Supply Co	66.77
0138363	Prudential Overall Supply Co	66.77
0139019	Prudential Overall Supply Co	66.77
0137773	Cintas First Aid & Safety	66.49
0138191	AT&T	66.34
0138001	Lakeshore Learning Materials	66.28
0138285	USA Mobility Wireless Inc	66.13
0138328	Art Supply Warehouse	65.24

0137864	Walters Wholesale Electric Co	65.17
0138220	Demco Inc	65.17
0138225	FishMax.Com LLC	65.00
0138254	Orkin Inc	65.00
0138358	James Benedik Piano Service	65.00
0137662	Fisher Scientific	64.17
0138250	OC Register	63.81
0137678	Nancy Jones	63.00
0138710	Lakeshore Learning Materials	62.64
0137719	Smardan Supply Co- Orange Coast	62.51
0138083	GWC Petty Cash	60.50
0137619	Alan's Lawnmower & Garden Ctr Inc	60.25
0138109	Jennifer Monroe	60.00
0138334	Bill's Camera	59.60
0137989	Crop Production Services Inc	59.29
0138185	AT&T	59.11
0137746	Alliance Payphone Inc	59.00
0138898	Staples Advantage	58.79
0138098	Isabelle Krasney	58.31
0138295	Wards Natural Science	58.21
0138105	Main Electric Supply Co	57.64
0138041	Home Depot	56.40
0138140	Sandra Sudweeks	55.92
0137834	Prudential Overall Supply Co	53.88
0138729	Pro Photo Connection	52.65
0138216	Shirley Collins	52.53
0137977	CCCD Workers Comp Trust Fund	51.70
0138153	Wilco Supply	50.66
0138743	Turf Tire Distributors	50.03
0137684	Mai Le	50.00
0138892	South Coast Higher Ed Council	50.00
0137790	Express Pipe & Supply	49.54
0137988	Constellation New Energy Inc	49.00
0138753	VWR International Inc	48.70
0138029	Zhenghong Broyles	48.40
0137982	AT&T	48.25
0138282	Tri-Anim Health Services	48.12
0138100	LA Grinding	48.00
0137884	AT&T	47.92
0138736	Stater Brothers	46.84
0137642	Caston Office Solutions	45.32
0137649	County of Orange	45.00
0137655	Corine Doughty	45.00
0138675	Constellation New Energy Inc	44.97
0137877	Vision Service Plan	44.40
0137789	Eversoft	44.17
0137967	Susan Winterbourne	44.00
0138731	Cheryl Rojas	44.00
0137680	Ken's Locksmithery	43.50
0138277	Staples Advantage	42.26
0137855	Martha Tran-Nguyen	41.95
0138797	Crown Ace Hardware	39.12
0138848	Los Angeles Times	39.10
0138072	Dominey Design Inc	39.00

0137744	AJ Graphics	38.60
0137732	Yosemite Water	38.40
0137952	Stater Brothers	37.34
0138015	Xerox Corp	37.32
0138235	Hitt Marking Devices Inc	37.30
0138786	Business Properties	37.09
0137659	Eversoft	36.54
0138669	City of Huntington Beach	36.00
0138778	Alarm Office- Huntington Beach Police Dept	36.00
0137926	Ken's Locksmithery	35.62
0138751	Verizon California	35.20
0138073	Rena Drake	34.65
0138903	TALX Corp	34.40
0138069	Dell Higher Education	34.26
0138086	Leslie Hargrove	33.99
0138371	Follett Higher Education Group Inc #1094	33.03
0138075	Federal Express Corp	32.95
0138989	Express Pipe & Supply	32.63
0138284	Union 76	32.44
0138183	AT&T	32.30
0138184	AT&T	32.30
0138750	USA Mobility Wireless Inc	31.52
0138008	Recording for Blind & Dyslexic	30.63
0138959	AT&T	30.50
0137892	AT&T	30.44
0138984	Maureen Crayton	30.12
0137656	Corine Doughty	30.00
0139023	Security Signal Devices	29.95
0138066	Consolidated Electrical Dist	29.47
0138685	Eversoft	28.90
0137865	Wards Natural Science	28.73
0138042	Hub Auto Supply	28.72
0138117	Orange Coast Auto Repair	28.25
0138149	Walters Wholesale Electric Co	28.02
0138364	Prudential Overall Supply Co	27.97
0139033	The Gas Company	27.71
0138274	Sparkletts	27.54
0137705	OCC Food Services	27.30
0137889	AT&T	26.95
0137958	Time Warner Cable	26.80
0137775	City of Huntington Beach	26.44
0138749	USA Mobility Wireless Inc	26.43
0137629	Douglas Benoit	26.00
0138091	Hitt Marking Devices Inc	25.76
0138876	Pep Boys	25.74
0137702	Nolo Press Inc	25.26
0138916	Verizon California	24.54
0137886	AT&T	23.11
0137896	Blick Art Materials	22.91
0138709	Konica Minolta Business Solutions USA Inc	22.36
0137745	Alan's Lawnmower & Garden Ctr Inc	21.88
0138851	MarVac Electronics	21.66
0137698	Mouser Electronics	21.10
0137993	Ewing Irrigation Products	20.86

0137992	Eberhard Equipment	19.66
0137653	Demco Inc	19.45
0137939	Prudential Overall Supply Co	19.11
0138260	Prudential Overall Supply Co	19.11
0138262	Prudential Overall Supply Co	19.10
0137940	Prudential Overall Supply Co	18.62
0138261	Prudential Overall Supply Co	18.62
0138826	HB Digital Arts	18.27
0137900	CCC Bookstore	17.40
0139050	Medco Health Solutions Inc	17.30
0138666	Baker & Taylor	17.16
0138964	Baker & Taylor	16.91
0138809	Federal Express Corp	16.59
0137798	Dale Harguess	16.50
0137941	Prudential Overall Supply Co	16.28
0138264	Prudential Overall Supply Co	16.28
0138265	Prudential Overall Supply Co	16.28
0139020	Prudential Overall Supply Co	16.28
0138700	Home Depot	15.55
0137729	Sigrid Wolf	15.29
0138079	Graybar Electric	15.20
0137627	Kevin Ballinger	15.00
0137998	GWC Associated Students	15.00
0138841	Ken's Locksmithery	14.95
0137916	Griffie, Dennis	14.80
0137885	AT&T	13.91
0137774	City Of Newport Beach	13.75
0138354	Federal Express Corp	13.74
0138956	AT&T	13.18
0138316	MVE Institutional Inc	12.93
0137645	City Of Newport Beach	12.50
0138223	Ewing Irrigation Products	12.14
0138907	The Gas Company	11.63
0138190	AT&T	11.34
0137752	AT&T	11.32
0137888	AT&T	11.04
0138188	AT&T	11.04
0137770	Carolina Biological Supply	10.82
0138725	Terry Otto	10.23
0137730	Jeffrey Wong	10.00
0138180	Stephen Amundson	10.00
0138226	Carlos Garcia	10.00
0138237	Sara Jarka	10.00
0138242	Dao Luong	10.00
0138266	Travis Ricker	10.00
0138268	Roya Salamat	10.00
0138281	Quynh Tran	10.00
0138130	Sims-Orange Welding Supply Inc	9.78
0138215	Heather Codding	9.52
0138033	CDWG	9.36
0137810	Legislative Bill Room	9.12
0138794	Coastal Press Inc	7.61
0138728	PL Hawn Company Inc	7.50
0138891	Smardan Supply Co- Orange Coast	6.99

0138946	Hitt Marking Devices Inc	6.95
0137994	Federal Express Corp	6.59
0137990	Crown Ace Hardware	6.51
0137781	Crown Ace Hardware	6.49
0138867	Oce' Imagistics Inc	6.10
0138855	Micro Center	5.43
0138739	The Gas Company	5.01
0137924	Hub Auto Supply	2.57
0138783	AT&T	2.05

Total**\$ 5,946,381.95**

3.06.03 Check List for General Obligation Bond Fund

Meeting: 01/20/2010 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 1/16/2009 at 04:05 PM by: CCCD Budget - Las update on 01/16/2010 at 11:23 AM by: Sanders

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0138054	First Amer Title Insurance Co	1,502,300.07	420894
	CCC Land Development		
0138940	TB Penick & Sons Inc	425,256.23	420356
	GWC Learning Resource Ctr Ph1		
0138933	LPA Inc	287,951.12	420894
	CCC Land Development		
0138939	T & Y Construction	259,370.28	420356
	GWC Learning Resource Ctr Ph1		
0138759	Anderson Charnesky Structural Steel Inc	217,800.00	420207
	OCC Bldg CHS and Lab Sciences		
0138757	Alpha Mechanical Heating & Air Conditioning	172,386.00	420207
	OCC Bldg CHS and Lab Sciences		
0138764	Brian DeVries Construction Inc	163,644.00	420207
	OCC Bldg CHS and Lab Sciences		
0138308	T & Y Construction	133,145.28	420356
	GWC Learning Resource Ctr Ph1		
0138938	T & Y Construction	125,675.28	420356
	GWC Learning Resource Ctr Ph1		
0138761	Bergelectric Corp	90,000.00	420207
	OCC Bldg CHS and Lab Sciences		
0138301	CW Driver	58,153.15	420233
	OCC Urgrd Softball Field		
0138927	CEM Lab	51,370.50	420207
	OCC Bldg CHS and Lab Sciences		
0138941	TB Penick & Sons Inc	47,251.00	420356
	GWC Learning Resource Ctr Ph1		
0138017	UCMI Inc	46,340.00	420290
	OCC New Interdisciplinary Bldg		
0138942	UCMI Inc	39,800.00	420207
	OCC Bldg CHS and Lab Sciences		
0138311	TYR Inc	29,760.00	420356
	GWC Learning Resource Ctr Ph1		
0138306	Plumbing Piping & Construction Inc	24,942.60	420356
0138760	Anderson Charnesky Structural Steel Inc	24,200.00	420207
0138310	TYR Inc	24,096.00	420356
0138299	AEPC Group LLC	22,969.30	420249
0138312	UCMI Inc	21,480.00	420207
0137973	Sasco	19,500.00	420248
0138758	Alpha Mechanical Heating & Air Conditioning	19,154.00	420207
0138765	Brian DeVries Construction Inc	18,182.00	420207
0138769	Richard & Richard Construction Co Inc	17,502.00	420207
0138161	Consilien LLC	17,161.30	420912
0138303	LPA Inc	16,848.00	420290
0138937	Steinberg Architects	16,095.32	420356
0138770	UCMI Inc	13,360.00	420207
0138309	TBP/Architecture	12,894.77	420233
0138931	GCI Construction Inc	12,104.00	420233
0138302	Digital Networks Group Inc	11,346.51	420236

0138766	ISEC	11,250.00	420207
0137737	MTGL	11,060.23	420356
0138943	USS Cal Builders Inc	10,858.00	420233
0138936	MTGL	9,706.73	420356
0137736	Mobile Modular Management Corp	7,325.40	420297
0138300	Crown Fence Co	6,260.00	420233
0137970	ISEC	5,400.00	420207
0138305	P2S Engineering	4,801.50	420249
0138768	Landscape Center	4,520.00	420283
0138762	Best Contracting Services Inc	4,500.00	420207
0138932	IBI Group	3,800.00	420243
0138926	Amer Landscape Inc	3,330.00	420233
0138930	County of Orange	3,212.00	420249
0138160	C2 Reprographics	2,961.72	420207
0137974	Schirmer Engineering	2,875.00	420207
0137734	AEPC Group LLC	1,425.00	420249
0138767	ISEC	1,250.00	420207
0138944	USS Cal Builders Inc	1,207.00	420233
0137972	Mobile Mini Inc	1,178.54	420316
0138307	Schirmer Engineering	1,150.00	420207
0138935	ModSpace	761.26	420399
0138928	County of Orange	692.00	420249
0138929	County of Orange	692.00	420249
0138162	State Board of Equalization	635.00	420233
0137971	ISEC	600.00	420207
0138763	Best Contracting Services Inc	500.00	420207
0138304	MTGL	375.00	420233
0138372	State Water Resources Ctrl Brd	375.00	420207
0137735	Keenan & Associates	366.00	420233
0138934	Mobile Mini Inc	286.50	420316

Total**\$4,045,392.59**

3.06.04 Approval of Special Payments

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.04 Approval of Special Payments - Orange Coast College**

Payment of \$1,800 for the 2010-2011 annual institutional fee to the Joint Review Committee on Education in Radiologic Technology. This is required for program accreditation.

Payment of \$1,000 for the 2010-2011 interim report fee to the Joint Review Committee on Education in Radiologic Technology. This is required for program accreditation.

Payment of \$750 for the 2010-2011 annual fee to the Joint Review Committee on Education-Cardiovascular Technology. This is required for program accreditation.

Payment of \$1,500 for 2009-2010 program annual fees to the Committee on Accreditation for Polysomnographic Technologists Education. This is required for program accreditation.

Payment of \$1,300 to the American Dietetic Association for the Nutrition Care/Dietetic Technician Program. This is required for accreditation.

Additional Administrative Comment

Orange Coast College 2010-2011 Regular Meeting 01/20/2010 notes/minutes

3.06.05 Approval of Community Activities

Meeting: 01/20/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content**3.06.05 Approval of Community Activities****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 January 21, 2010 – 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.

Juvenile Alcohol and Drug Awareness program, Fee: \$50, 8 hours. Presenter: Stephen Hall. Compensation equals \$100 per hour for each hour of instruction taught for a total of \$800 per class. (P)

REVISIONS TO PREVIOUS BOARD**PROFESSIONAL EXPERTS**

FLIGHT SIMULATOR TRAINING, Add Presenter: Beth Ennis. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (prior Board approval 12/9/09)

OCC MASTER'S ADULT SWIMMING PROGRAM, increase hours to 250. Add Presenter: Aleah Arm. Compensation will be paid monthly at an hourly rate of \$25 per hour for the presenters listed above, not to exceed \$3,500. (P) (prior Board approval 9/30/09)

PIT AND FISSURE SEALANT CERTIFICATION, increase fee to \$500, 16 hours. Presenters: Joy Myer, Diane Balding and Cathy Carrigan. Compensation equals 30%, of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health Division to receive a portion of net proceeds. (P) (prior Board approval 6/17/09)

Additional Administrative Contact:

Create on 01/06/2010 at 11:53 AM by C. Kristin Teeter. Last update on 01/13/2010 by Tracey Sanders.

3.06.06 Approval of Off Campus Assignments

Meeting: 01/20/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.06 Approval of Off Campus Assignments**

It is requested that the following off-campus assignment be approved, to serve without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Name: Madjid Niroumand
Title: Director of the International Center, Orange Coast College
Organization: NAFSA/Association of International Educators Region XII
Assignment: Regulatory Ombud/Regional and National Position
Term: January 1, 2010 – December 31, 2011

Additional Administrative Comment

Created on: 01/06/2010 at 12:43 PM by Christian Tiesch; last updated on: 01/16/2010 by Tracey Sanders

4.00 Action Items

Meeting: 01/20/2010 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.

Additions and Deletions Content

Created on 01/19/2010 04:05 PM by Linda Swanson. Last updated on 01/19/2010 by John Fiedorowicz.

4.01 Approval of Agreements - Coastline Community College

Meeting: 01/20/2010 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 Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See MOU FDC CCC Nov 2009, plus Fairview Attachments A-H Attachment # 1)

Fiscal Impact: None

4.01.02 Approve Agreement between The Westin South Coast Plaza Costa Mesa and the Coast Community College District for the Location for the Business Education Statewide Advisory Committee (BESAC) Annual Curriculum Conference

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Westin South Coast Plaza Costa Mesa and the Coast Community College District for the location for the Business Education Statewide Advisory Committee (BESAC) Annual Curriculum Conference. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Westin South Coast Plaza Agreement Attachment # 2)

Fiscal Impact: \$32,749.26 to be paid from BESAC funds

4.01.03 Approve Agreement between the County of Orange and the Coast Community College District to Operate a Special Project under Workforce Investment Act (WIA) Rapid Response for Business Assistance Services

After review by the Interim College President, District Risk Services, and General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of

Orange and the Coast Community College District for the period of January 21, 2010 through June 30, 2010, to business assistance services to employers. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See RRContract Attachment # 3)

Fiscal Impact: The County of Orange will reimburse Coastline Community College \$252,325 for operation of this program.



RRContract.pdf

Additional Administrative Content

Created on 1/19/2010 at 3:03 PM by [redacted] Last update on 1/19/2010 by [redacted]

Agenda Item Content

4.02.01 Approve Amendment to Non-Standard Agreement with Foundation for California Community Colleges for Operation of BAR Smog Referee and Student Technician Training Program

Fiscal Impact: \$1000.00 per month paid by the Foundation for California Community Colleges to Auto Referee funds.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Institute of Reading Development and the Coast Community College District to teach a series of reading enrichment programs, from 1/21/10 through 12/31/10. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Institute of Reading Development Agreement, Attachment # 5)

Fiscal Impact: Institute of Reading Development to remit 10% of gross tuition revenues to GWC Community Services.



Institute of Reading Development Agreement.pdf · FCCC Amendment.pdf

4.03 Approval of Agreements - Orange Coast College

Meeting: 01/20/2010 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 Authorization to enter into a Non-Standard Agreement between Autodesk Education Suites and the Coast Community College District for the annual renewal of the lease of 125 sets of "Autodesk Education Master Suite for Students" for students enrolled in the Drafting, Architecture, and Interior Design curriculum**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Autodesk Education Suites and the Coast Community College District for the purpose of 125 sets of "Autodesk Education Master Suite for Students" for students enrolled in the Drafting, Architecture, and Interior Design curriculum. The agreement will be from January 21, 2020, to be renewed January, 2011, and includes technical phone support, phone installation support, and local same-time zone technical support. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Attachment # 6)

Fiscal Impact: \$19,031.25

4.03.02 Authorization to enter into a Non-Standard Agreement between Guardian Power Protection Services and the Coast Community College District for the uninterruptable power source (UPS) and generator providing backup power to the Information Technology building on the Orange Coast College campus

After review by the College President and the District General Counsel, it is recommended by the Chancellor that the Board approve the annual renewal of the Service and Support contract for the Uninterruptable Power Source (UPS) and generator providing backup power to the Information Technology building on the Orange Coast College campus. The agreement will be from February 1, 2010, through January 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, including approval by the Board of Trustees. (Attachment # 7)

Fiscal Impact: \$10,074.29



Additional Administrative Content

Created on 11/13/2009 at 04:45 PM by Lmanna, Tami. Last updated on 07/12/2010 by Trace, Sandra.

4.04 Approval of Agreements - District

Meeting: 01/20/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

4.04 Approval of Agreements - District

None

Additional Administrative Content

Created on 11/10/2009 10:05 PM by: CCCD/clay Last modified on 01/14/2010 by: Tracy Sanders

4.05 Buildings and Grounds Approvals

Meeting: 01/20/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.05 Buildings and Grounds Approvals

4.05.01 Authorization to File Notice of Completion

4.05.02 Approve Architect Agreement with Stern Architects; Orange Coast College Baseball Restroom Building



BuildingsAndGrounds0120.pdf

Additional Administrative Content

Agenda Item 4.05.02 - Approve Architect Agreement with Stern Architects; Orange Coast College Baseball Restroom Building

4.05.01 Authorization to File Notice of Completion

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

OCC Child Care Classroom; Bid No. 1957

Macerich Construction, Inc.

Notice of Termination of Contractor Agreement dated July 24, 2009

Allegheny Casualty Company

Notice of Termination of Macerich Construction, Inc. from Project

Assertion of Claim against Performance Bond (#ACC-112) dated August 7, 2009

4.05.02 Approve Architect Agreement with Stern Architects; Orange Coast College Baseball Restroom Building

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Stern Architects for architectural services for the Orange Coast College Baseball Restroom Building pursuant to the District's Standard Architectural Agreement.

The scope of services is to include the following tasks:

1.	Architectural	17,750
2.	Structural Engineering	5,200
3.	Mechanical/Electrical/Plumbing	9,000
4.	Civil Engineering	12,000
5.	Cost Estimating	5,800
6.	Landscape	2,800
7.	Reimbursable Expenses	2,500

Total for above services: \$55,050

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

Fiscal Impact:	\$55,050	(OCC Foundation Funds)
		Master Plan Approved Project
		OCC Baseball Field
		OCC Baseball Restroom Building

4.06 General Items of Business - Coastline Community College

Meeting: 01/20/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

4.06 General Items of Business - Coastline Community College

None

Additional Administrative Content

Creation: 01/16/2010 at 09:05 PM by Lancia Spence; Last Modified: 01/16/2010 by Tracey Sanders

4.07 General Items of Business - Golden West College

Meeting: 01/20/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.07 General Items of Business - Golden West College

None

Additional Administrative Content

Created on: 1/15/2010 by: Public Administration, Last updated on: 01/14/2010 by: Public Administration

4.08 General Items of Business - Orange Coast College

Meeting: 01/20/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.08 General Items of Business - Orange Coast College

None

Additional Administrative Content

Created on: 1/19/2010 4:06 PM by: [redacted] Last Updated on: 1/19/2010 4:06 PM by: [redacted]

4.09 General Items of Business - District

Meeting: 01/20/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.09 General Items of Business - District****4.09.01 Consideration of Nomination to the California Community College Trustees (CCCT) Board of Directors**

The California Community College Trustees (CCCT) Board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees; and each district may nominate only members of its board. Each nominee must be a local community college district trustee, other than a student trustee, and must have consented to be nominated. Only one trustee per district may serve on the board.

An official Biographical Sketch form and Statement of Candidacy must accompany the Nominating Ballot mailed to the League office.

The Board of Trustees may wish to make a nomination.

4.09.02 Review and Consideration of Proposals and Selection of Recruiting Firms for Vice Chancellor of Human Resources position**4.09.03 Review and Consideration of Proposals and Selection of Recruiting Firms for President, Coastline Community College position****Additional Administrative Content**

Created on 01/19/2010 10:45 PM by CCCCAdmin. Last Modified on 01/19/2010 01:09 PM by CCCCAdmin

4.10 Policy Implementation

Meeting: 01/20/2010 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.10 Policy Implementation

4.10.01 Adoption of Revisions to Policy 010-2-6, Policy and Administrative Procedure

Trustees reviewed proposed revisions to Policy 010-2-6, "Policy and Administrative Procedure", on December 9, 2009. After review by the Secretary of the Board and District General Counsel, the Board Clerk recommends that the Board adopt the revisions to Board Policy 010-2-6, "Policy and Administrative Procedure" which adds new language to achieve compliance with the recommendations of the Accrediting Commission for Community and Junior Colleges. Changes to the policy are marked in **bold** for additions, and in ~~strikethrough~~ for deletions.

INTRODUCTION (Board of Trustees)

010-2-6

Approved 02/05/03

Revised XX/XX/XXXX

POLICY AND ADMINISTRATIVE PROCEDURE

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient-effective operation of the District. **The Board of Trustees shall adopt written policies to convey its expectations for actions to be taken by District employees and to communicate Board philosophy and practice to the students and the public. Board policies are the governing laws of the District and are binding to the extent that they do not conflict with federal or state laws and shall be consistent with the District's collective bargaining agreements.** ~~are intended to be statements of intent by the Board on a specific issue within its subject-matter jurisdiction. Board policies are to be written so as to be consistent with provisions of law, but they do not necessarily encompass all laws relating to District activities.~~ **Board Policies are to be written clearly, in a standard format, and are to include language that is compliant with accreditation standards.** All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

The Board Clerk is responsible for the review of all Board policies. All Board policies shall be reviewed every other year to ensure compliance with law,

accreditation standards and best practices. The Board Clerk and Board Secretary shall review and update as necessary, all policies that pertain to the operations of the Board of Trustees. The Chancellor shall review other Board policies, every other year, with the advice and consultation of the Board President and Board Clerk. Policies of the Board may be adopted, revised, revoked, suspended, or amended at any regular or special Board meeting by a majority vote of the Board. Unless approved by a two-thirds vote, proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.

Administrative Procedures are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such All Administrative Procedures shall be consistent with Board Policy, and upon a finding of consistency, shall be ratified by the Board of Trustees shall be consistent with the intent of Board Policy. When Board policies are amended, the Chancellor shall review corresponding Administrative Procedures to ensure they conform to the revised policy.

The Chancellor shall review and, as necessary, update all Administrative Procedures every other year. Administrative procedures may be revised as deemed necessary by the Chancellor. The Board, as it deems appropriate, may develop, revise or review specific Administrative Procedures to ensure their compliance with Board Policy. The Board reserves the right to direct revisions of Administrative Procedures if the Board finds such procedures to be inconsistent with Board policy.

All Board policies shall be placed on the Coast Community College District website, www.cccd.edu. Copies of all policies and Administrative Procedures shall be readily available through the Board of Trustees' Office to Board members, and District employees, students, and the public.

Education Code Section 70902

4.10.02 Adoption of Policy 010-2-25, Board of Trustees Personnel Committee

At the December 9, 2009 meeting, the Board discussed the development of a new policy and establishment of a "Board of Trustees Personnel Committee." After review by the District General Counsel and the Secretary of the Board, it is recommended by the Board Clerk that policy 010-2-25, "Board of Trustees Personnel Committee" be approved by the Board of Trustees.

INTRODUCTION
(Board of Trustees)

10-2-25

Approved XX/XX/XXXX

BOARD OF TRUSTEES' PERSONNEL COMMITTEE

PURPOSE

The Board of Trustees' Personnel Committee (The Committee) is established under the

authority of the Board of Trustees and reports directly to the Board. The primary purpose of this Committee is to assist the Board of Trustees in reviewing personnel matters including but not limited to, staff appointments, and issues concerning employee discipline/dismissal. The Committee is further charged with the review, and as necessary, the development and revision of all District personnel policies, ensuring that they are consistent with state and federal laws, and accreditation standards.

GOALS AND OBJECTIVES

While advising the Board of Trustees concerning personnel policy matters, the Committee also provides an open avenue of communication consistent with the Brown Act between the Board of Trustees and the District's Executive Management concerning all issues of personnel policy. The Committee has the following goals and objectives:

- To ensure that all District policies concerning personnel matters are in compliance with all applicable state and federal laws, and accreditation standards.
- Establishment of a system of regular reporting by the colleges and District office to the Committee and the full Board of Trustees on all District personnel and collective bargaining matters;
- Increased collaboration and dialogue between the Board and Executive Management concerning personnel matters.
- Coordination with the District General Counsel to ensure the District's compliance with all state and federal personnel requirements.

COMPOSITION OF THE PERSONNEL COMMITTEE

The Committee shall consist of two Members, a Chair and Vice-Chair, who serve alternating terms of service, each with equal voting rights. Initially, one Member of the Committee will serve starting January 2010 with the term ending in December 2011. The term for the second Member of the Committee shall begin in January 2010 and end in December 2012. Thereafter, each Member of the Committee shall serve a two-year term of service on an alternating basis. Members of the Personnel Committee shall possess or obtain a basic understanding of fiscal matters and public finance, and shall have a requisite interest in the budget issues facing the District and its three colleges.

The Vice Chancellor of Human Resources, or designee, will consult with and advise the Committee on an ex-officio basis. The District General Counsel shall also aid and represent the Personnel Committee in all legal matters.

RESPONSIBILITIES

The Committee is responsible for the oversight of the District-wide human resources matters through a review of all Board policies concerning personnel matters, holding of Closed Session meetings to make recommendations to the full Board of Trustees on matters concerning employee appointments, leaves of absence, public employee performance evaluations, and issues concerning employee discipline/dismissal/release. The Committee has the following responsibilities:

- Receives updates on the status of personnel matters and collective bargaining issues at the District Office and three colleges and reports to the Board of Trustees as appropriate;
- Review, in collaboration with the Vice Chancellor of Human Resources, Board Clerk, and District General Counsel, all District policies concerning personnel issues;
- Propose amendments to, or if necessary, develop new Board policies for

recommendation to the full Board of Trustees to ensure District compliance with all state and federal regulations concerning personnel matters;
Within the Closed Session exceptions of the Ralph M. Brown Act, meets with the Vice Chancellor of Human Resources and District General Counsel to address issues related to personnel appointments, public employee performance evaluations, employee/discipline/dismissal and release, and provides updates and recommendations on such matters to the full Board of Trustees.
Review recommendations for sabbaticals and/or leaves of absence for faculty members and staff submitted by the District's Human Resources Department prior to being presented to the full Board of Trustees for approval;
Reviews and provides oversight for the full Board of Trustees concerning the annual process for the evaluation of the Chancellor;
With the advice and input of the Vice Chancellor of Human Resources and District General Counsel, reviews any new legislation or newly adopted statewide policies concerning community college personnel matters.

CLOSED SESSION

The following are legally authorized exceptions to the Ralph M. Brown Act open meeting requirements in which personnel matters can be discussed:

- (a) Consideration of appointment, employment, dismissal or evaluation of an employee;
- (b) Consideration of complaints brought against employees;
- (c) Consultation with legal counsel concerning personnel issues related to anticipated, threatened or existing litigation.

ETHICAL CONDUCT

Members of the Committee are expected to conduct business in the most ethical way possible and to adhere to the Code of Ethics adopted by the Board of Trustees on September 5, 2007.

MEETINGS

The Committee shall meet as needed.

REPORTING

The Committee will report to the Board of Trustees as appropriate.

4.10.03 Adoption of Policy 010-2-26, Board of Trustees Budget Committee

At the December 9, 2009 meeting, the Board discussed the development of a new policy and establishment of a "Board of Trustees Budget Committee." After review by the District General Counsel and the Secretary of the Board, it is recommended by the Board Clerk that policy 010-2-26, "Board of Trustees Budget Committee" be approved by the Board of Trustees.

INTRODUCTION (Board of Trustees)

10-2-26

Approved XX/XX/XXXX

BOARD OF TRUSTEES' BUDGET COMMITTEE

PURPOSE

The Board of Trustees' Budget Committee (The Committee) is established under the authority of the Board of Trustees and reports directly to the Board. The primary purpose of this Committee is to act in an advisory role to the Board in carrying out its fiduciary responsibilities as they relate to the District's financial management.

GOALS AND OBJECTIVES

While advising the Board of Trustees concerning fiscal matters, the Committee also provides an open avenue of communication consistent with the Brown Act between the Board of Trustees and the District's Executive Management concerning all budgetary matters. The Committee has the following goals and objectives:

- Increased awareness and transparency concerning District budgetary matters;
- Establishment of a system of regular reporting by the colleges and District office to the Committee and the full Board of Trustees on budgetary matters;
- Increased collaboration and dialogue between the Board and the District Budget Advisory Committee concerning budgetary matters.
- Coordination with the Board of Trustees' Audit Committee to ensure compliance with all federal, state and local financial requirements.

COMPOSITION OF THE BUDGET COMMITTEE

The Committee shall consist of two Members, a Chair and Vice-Chair, who serve alternating terms of service, each with equal voting rights. Initially, one Member of the Committee will serve starting January 2010 with the term ending in December 2011. The term for the second Member of the Committee shall begin in January 2010 and end in December 2012. Thereafter, each Member of the Committee shall serve a two-year term of service on an alternating basis. Members of the Budget Committee shall possess or obtain a basic understanding of fiscal matters and public finance, and shall have a requisite interest in the budget issues facing the District and its three colleges.

The Vice Chancellor of Administrative Services, or designee, will consult with and advise the Committee on an ex-officio basis.

RESPONSIBILITIES

The Committee is responsible for the oversight of the District-wide budget development process through a review of Board priorities, budget assumptions, allocation model, and the annual budget development calendar. The Committee has the following responsibilities:

- Works with the Chancellor and/or Vice Chancellor of Administrative Services to review, discuss and analyze budget matters;
- In consultation with the Chancellor and/or Vice Chancellor of Administrative Services, reviews and interprets budgetary updates and related communications from the State Chancellor's Office and Community College League of California in an effort to understand their impact on the District office and three colleges;
- Receives updates on the status of budgetary matters at the District Office and three colleges and reports to the Board of Trustees as appropriate;
- Reviews recommendations, in advance of being provided to the Board of Trustees, from the District Budget Advisory Committee concerning staff proposals pertaining to the budgets of the District office and three colleges;

Coordinates with the Board of Trustees' Audit Committee to ensure compliance with all Federal, State and local financial requirements;
Reviews, in advance of being provided to the Board of Trustees, all budget-related reports and documents that are provided to the Board of Trustees, including, but not limited to, the Tentative Annual Budget of the Coast Community College District, District Quarterly Financial Status Reports, the Final Annual Budget of the Coast Community College District, and State allocations for District Full Time Equivalent Students (FTES);
Analyzes and track's the District's progress in allocating budgetary resources with any Board-approved Master Plans;
Develops, in coordination with the Board of Trustees' lobbyist, advocacy efforts for the Board of Trustees, District and its three colleges concerning budgetary matters; and
Reviews the budgets of the District's General Obligation Bond Funds, District Foundations, and the Coast Community College District Enterprise.

ETHICAL CONDUCT

Members of the Committee are expected to conduct business in the most ethical way possible and to adhere to the Code of Ethics adopted by the Board of Trustees on September 5, 2007.

MEETINGS

The Committee shall meet as needed based on career technical education schedules and reporting deadlines.

REPORTING

The Committee will report to the Board of Trustees as appropriate.

Additional Administrative Content

Pages 120-121 are included in the PDF. Copyright © 2010 by Coast Community College District

4.11 Appointments to Board Committees

Meeting: 01/20/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

4.11 Appointments to Board Committees**4.11.01 Appointments of Trustees to Board of Trustees Personnel Committee**

Board President Patterson recommends that Trustees Prinsky and Patterson be appointed to the Board of Trustees Personnel Committee. It is recommended that Trustee Prinsky's term shall be from January 2010 to December 2011. It is recommended that Trustee Patterson's term shall be from January 2010 to December 2012.

4.11.02 Appointments of Trustees to Board of Trustees Budget Committee

Board President Patterson recommends that Trustees Moreno and Howald be appointed to the Board of Trustees Budget Committee. It is recommended that Trustee Howald's term shall be from January 2010 to December 2011. It is recommended that Trustee Moreno's term shall be from January 2010 to December 2012.

4.11.03 Appointments of a Trustee and Community Member to the Search Committee for the Vice Chancellor of Human Resources position

It is recommended by Board President Patterson that he be appointed as the Board Member of the Search Committee for the Vice Chancellor of Human Resources position, and that Board Vice President Prinsky nominate the Community Member for appointment by the Board at the February 3, 2010 meeting.

4.11.04 Appointments of a Trustee and Community Member to the Search Committee for the President, Coastline Community College position

It is recommended by Board President Patterson that Trustee Mary L. Hornbuckle be appointed as the Board Member of the Search Committee for the President, Coastline Community College position, and that KimOanh Nguyen-Lam be appointed as the Community Member to the Search Committee.

Agenda Item Content

Agenda Item Content

4.12 Approval of Employment Agreement, Dean, Business, Computing & Career Services (OCC)

Meeting: 01/20/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Content

4.12 Approval of Employment Agreement, Dean, Business, Computing & Career Services (OCC)

After review by the College President, it is recommended by the Chancellor that the Board approve the Employment Agreement for William Kerwin, Jr., Dean, Business, Computing & Career Services (OCC). The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Additional Administrative Comment

Created by: [Name], [Title], [Department], [Phone], [Email], [Fax], [Address]

Agenda Item Content

4.13.01 Adoption of Resolution # 10-01 to Approve Nonresident Tuition Fee, 2010/2011



Scientific Controversies Gone

© 2006 by The McGraw-Hill Companies, Inc. All rights reserved. Printed in the United States of America. This book is published by The McGraw-Hill Companies, Inc., 1221 Avenue of the Americas, New York, NY 10020-1346.

Adoption of Resolution # 10-01 to Approve Nonresident Tuition Fee, 2010/2011

The Education Code Section, as amended by Chapter 170, Statutes of 1992 (AB3058), provides that each community college district governing board shall compute the current "Expense of Education" per student enrolled for the immediately preceding fiscal year and establish a unit rate equal to the district's calculated rate or the Statewide average rate or an amount not to exceed the fee established by any contiguous community college district. The district must comply with this mandate, except that the Board may waive a fee for nonresident students enrolled in six units or less or for any nonresident who is both a citizen and a resident of a foreign country, provided that the student has demonstrated a financial need for the exemption and not more than 10% of the nonresident foreign students attending the district are so exempted.

The district does not receive FTE credits for nonresident students. This fee offsets the district's costs of educating such students.

The Office of Fiscal Affairs has reviewed this matter at the request of the Chancellor. Education Code Section 76140 provides for three options in the establishment of nonresident tuition:

The fee established by a governing board must represent for nonresident students enrolled in 30 semester units or 45 quarter units of credit per fiscal year.

- a) The current "Expense of Education" in the preceding fiscal year of all districts increased by the projected percent increase in the United States Consumer Price Index as determined by the Department of Finance for the current fiscal year and succeeding fiscal year and divided by the full time equivalent of all students (including nonresident students) attending all districts during the preceding fiscal year; or
- b) The amount which was expended by the district for the current "Expense of Education" as defined in the California Community College Budget and Accounting Manual in the preceding fiscal year increased by the projected percent increase in the United States Consumer Price Index as determined by the Department of Finance for the current fiscal year and succeeding fiscal year and divided by the full time equivalent of all students (including nonresident students) attending in the district in the preceding fiscal year; or
- c) An amount not to exceed the fee established by the governing board of any contiguous district.

The district's calculated per unit nonresident tuition fee is \$173. The Statewide average tuition is \$183 per unit.

In addition to the district rate computed as specified above, each district is also authorized under ECS 76141 (added by Assembly Bill 2055, Chapter 853, Statutes of 1991 and amended by AB947) to charge nonresident students an amount not to exceed the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50 percent of the nonresident tuition fee established by the district. In addition, any fee collected pursuant to ECS 76141 must be expended for capital outlay purposes.

The district's calculated allowable per unit cost for capital outlay is \$4.00. The district recommends charging \$4.00 per unit for capital outlay.

The history of the Coast Community College District in charging nonresident tuition and capital outlay for the last 5 years is as follows:

<u>Year</u>	<u>CCCD Fee Adopted</u>
2006/2007	\$156 + \$8 for Capital Outlay = \$164
2007/2008	\$173 + \$9 for Capital Outlay = \$182
2008/2009	\$181 + \$10 for Capital Outlay = \$191
2009/2010	\$190 + \$10 for Capital Outlay = \$200
2010/2011	\$183 + \$4 for Capital Outlay = \$187

It is the conclusion of the Office of Fiscal Affairs that the nonresident tuition fee proposed by the Coast Community College District for the 2010/2011 college year is in accordance with the requirements of the Education Code and the California Community College Budget and Accounting Manual. It is, therefore, recommended that the following resolution be adopted:

RESOLUTION

In accordance with Education Code Section 76140 and 76141, as amended, the Coast Community College District hereby adopts a per unit nonresident tuition fee of \$183 and a capital outlay fee of \$4 for the 2010/2011 school year. This fee shall be effective for the fiscal year beginning July 1, 2010.

Nonresident students shall be charged the adopted nonresident tuition fee of \$187 for each unit regardless of the number of units involved. The nonresident tuition fee shall not be waived for students enrolled for six or less units nor shall the fee be waived for citizens and residents of a foreign country.

Fiscal Impact: \$13.00 per unit decreased revenue.

4.14 Approval of Minutes

Meeting: 01/20/2010 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

4.14 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: December 9, 2009
 Special Meeting of: December 16, 2009



SM Min 12-16-09.pdf



Min 12-9-09 Regular Meeting.pdf

Additional Administrative Content

CCCCD - HHS 2009 - 2010 PMIS Job Response List as of 01/14/2010 11:51 AM

5.00 Public Comment (Items not on Agenda)

Meeting: 01/20/2010 Regular Meeting
 Category: 5. Public Comment
 Agenda Type: Information
 Public Access: Yes

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

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

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

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

Agenda Item Content

Creation and Modification of Agenda Items

6.00 Adjournment

Meeting: 01/20/2010 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

Created on 1/14/2010 at 1:05 PM by Nancy Hill. Last Modified on 1/20/2010 at 1:05 PM by Nancy Hill.



**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	12/9/09	Lorraine Prinsky; 2 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
2	11/18/09	Walt Howald; 2 nd Lorraine Prinsky	Chancellor	Provide a status report of the OCC Bookstore and Food Service revenue matter.	January 20, 2010	P
3	11/18/09	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide a report of Operational Issues at Golden West College Bookstore and provide suggestions for improvement.	Pending	P
4	11/18/09	Jerry Patterson; 2 nd Mary Hornbuckle	Interim Associate Vice Chancellor of Educational Services	Provide a summary with explanation when there is a change to Instructional Material Fees. Provide a copy of attachments and summary to the Board of Trustees' Office for Trustees and the public to review.	Ongoing	Ongoing
5	8/16/09	Jerry Patterson; 2 nd Walt Howald	Chancellor	Policy 010-2-23, College Bookstores The Policy was approved in concept and referred to the Interim Chancellor to go to the Policy Task Force and the Student Trustee for consideration at the District Student Council and Student Governments at all 3 campuses for review and to be brought back for final consideration within 90-days.	January 20, 2010	P
6	8/16/09	Jerry Patterson; 2 nd Robert Lane	Chancellor	Policy 010-2-24, Associated Students' Finance The Policy was approved in principle and referred to the Interim Chancellor to go to the Policy Task Force and the Student Trustee for consideration at the District Student Council and Student Governments at all 3 campuses for review and to be brought back for final consideration within 90-days.	January 20, 2010	P
7	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	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
8	05/06/09	Jerry Patterson; 2 nd Jim Moreno	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	February 17, 2010	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
				Board Discussion.		
9	05/06/09	Walt Howald 2 nd Mary Hornbuckle	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
10	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	March 3, 2010	P
11	7/16/08	Walt Howald; 2 nd Jim Moreno	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 February 3, 2010	P
12	8/6/08	Jerry Patterson; 2 nd Walt Howald	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	January 20, 2010	P
13	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	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
14	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	February 17, 2010	P
15	2/09/09	Walt Howald 2 nd Mary Hornbuckle	Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 2010	
16	9/17/08	Board	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.	April 21, 2010	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
17	9/17/08	Board	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

Regular Meeting
Board of Trustees
Coast Community College District

District Board Room

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

December 9, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on December 9, 2009 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

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

1.02 Roll Call

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

Trustees Absent: None

1.03 Public Comment (Closed Session – Items on Agenda)

Orange Coast College Interim President Denise Whittaker introduced and congratulated Barbara Bond, Dean, OCC Physical Education and Athletics, Chuck Cutenese, OCC Faculty and Coach, and the OCC Women's Volleyball Team on winning the State Championship Title.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 5:08 p.m. to discuss the following items:

1.04.01 Public Employment Discipline/Dismissal/Release (Pursuant to Government Code 54957)

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

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

Position: President, Orange Coast College

Position: Interim President, Coastline Community College

1.04.03 Public Employment (Pursuant to Government Code Section 54957 (b)(1)) (Pursuant to sub-section "b" of Government Code Section 54956.9)

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
 - a. Athletic Equipment Manager
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

1.04.04 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 Dian Torres

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*

Coast Federation of Educators v. Coast Community College District (CFE Arbitration)

*Faber v. Coast Community College District et al., Orange County Superior Court Case
No. 30-2009-00126090*

Jacobson v. Coast Community College District (Arbitration)

1.04.06 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

1.04.07 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)

Position: Chancellor

1.05 Reconvene Regular Meeting

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

1.06 Pledge of Allegiance

Trustee 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. Patterson and seconded by Dr. Prinsky, the Board voted unanimously to approve Agenda Item 1.04.03, Public Employment (See appendix A, pages 24-41).

Motion carried with the following vote:

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

Mr. Teeter further reported that on a motion by Mr. Howald and seconded by Mr. Patterson, the Board voted unanimously to rescind the previous action of the Board offering employment to Mr. Edward Fratantaro through January 31, 2010.

Motion carried with the following vote:

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

1.08 Public Comment (Open Session - Items on Agenda)

Mariam Khosravani, Executive Director of the Coastline Community College Foundation introduced Chuck Straub who on behalf of the Coastline Foundation Board of Directors

read a statement commending the Board on selecting Dr. Ding-Jo Currie as Chancellor of the Coast Community College District.

1.09 Organization of the Board

1.09.01 Board Officers Election

a. Election of President, Board of Trustees

Trustee Prinsky nominated Trustee Patterson for Board President.
Trustee Hornbuckle nominated Trustee Moreno for Board President for which he declined the nomination.

It was moved by Mr. Moreno and seconded by Mr. Howald to close nominations and that Trustee Patterson be elected the new Board President.

Motion carried with the following vote:

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

b. Election of Vice President, Board of Trustees

Trustee Moreno nominated Trustee Prinsky for Board Vice President.

There being no further nominations, it was moved by Mr. Moreno and seconded by Mr. Patterson to close the nominations and cast a unanimous ballot appointing Dr. Prinsky Board Vice President.

Motion carried with the following vote:

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

c. Election of Clerk, Board of Trustees

Trustee Prinsky nominated Trustee Moreno for Board Clerk.

There being no further nominations, it was moved by Mr. Patterson and seconded by Mr. Howald to close nominations and cast a unanimous ballot appointing Mr. Moreno as Board Clerk.

Motion carried with the following vote:

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

1.09.02 Honor Outgoing and Newly Elected Officers

Board members provided individual statements. Newly elected Board President Patterson honored outgoing Board President Moreno with a plaque and gavel honoring his service to Coast Community College District as Board President.

1.09.03 Board Comments with New Officers and Trustees in Place at Dais

Board members provided individual comments.

1.09.04 Appointment of Trustees to Board Committees

a. Appointment of a Trustee to serve on the Board of Trustees' Audit Committee, term ending November 30, 2011. Audit Committee Chair Jim Moreno recommended the reappointment of Trustee Hornbuckle to the Audit Committee.

It was moved by Mr. Moreno and seconded by Mr. Patterson to reappoint Ms. Hornbuckle to serve on the Audit Committee.

Motion carried with the following vote:

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

b. Appointment of a Trustee to serve on the Nominating Committee for School District Organization (Trustee Lorraine Prinsky served on this Committee in 2009)

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to reappoint Dr. Prinsky to serve on the Nominating Committee for the School District Organization.

Motion carried with the following vote:

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

c. Appointment of Trustee to serve on the Orange County School Board's Political Action Group Effort (Trustee Patterson served on this Committee in 2009)

It was moved by Mr. Howald and seconded by Dr. Prinsky to appoint Mr. Moreno to serve on the Orange County School Board's Political Action Group Effort.

Motion carried with the following vote:

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

1.09.05 Consideration of Pay Rise for Trustees

It was moved by Mr. Moreno and seconded by Mr. Howald that due to the national economic recession and the very large budget shortfall faced by the District that no action be taken to approve a pay increase for the Board of Trustees in 2010.

Motion carried with the following vote:

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

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.10.01 Resolutions to Honor and Accept Retirements

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

Raul Duarte
Michael Hemphill
Anna (Kye) Y. Daniels
Barbara Sablan
Nadine (Dea) Scott

It was moved by Mr. Moreno and seconded by Dr. Prinsky to accept these retirements.

Motion carried with the following vote:

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

1.10.02 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiations on Memorandum of Understanding (MOU) with the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) Local 4794

Board President Patterson announced that one Public Hearing will be held to address Agenda Items 1.10.02 1.10.03, 1.10.04, and 1.10.05.

Board President Patterson opened the Public Hearing and there being no public statements, the hearing was closed.

1.10.03 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiations on a Memorandum of Understanding (MOU) with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)

This item was heard in conjunction with Agenda Item 0.10.02.

1.10.04 Public Hearing: Initial Proposal of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

This item was heard in conjunction with Agenda Item 0.10.02.

1.10.05 Public Hearing: Initial Proposal of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)

This item was heard in conjunction with Agenda Item 0.10.02.

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 Orange Coast College Presidential Search Committee

Board Clerk Moreno presented a report of the Orange Coast College Presidential Search Committee provided by Committee Chair Katrina Foley. (See appendix B, pages 42-43)

2.01.02 Budget Update from the Chancellor

Chancellor Currie provided the Board with an update on the Budget. (See appendix C, pages 44-46)

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 December 9, 2009 Agenda.

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

The Board reviewed the meeting dates and conferences for the AACC, ACCT, and CCLC as listed in the December 9, 2009 Agenda.

2.02.03 Report of Board Committees and Review of Meeting Dates

The Board reviewed the dates of the upcoming Board Committee meetings.

2.02.04 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log. Following discussion it was moved by Mr. Howald and seconded by Dr. Prinsky to accept the following changes to the Board Log:

Item # 4 – Policy 010-2-23, College Bookstores, will be moved to the January 20, 2010 Board Meeting.

Item # 5 – Policy 010-2-24, Associated Students' Finance will be moved to the January 20, 2010 Board Meeting.

Item # 7 – Progress report of Management, Faculty and Classified hiring policies will be moved to the February 17, 2010 Board Meeting.

Motion carried with the following vote:

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

It was moved by Dr. Prinsky and seconded by Mr. Howald to add a new item to the Board Log requesting the Chancellor to provide the Board with frequent updates on the District's compliance with the 50% Law and at every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law.

Motion carried with the following vote:

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

2.02.05 Review Policy 040-3-4 for Consideration of Policy Deletion

It was moved by Dr. Prinsky and seconded by Mr. Howald that because Policy 040-3-4 is no longer necessary it should be deleted.

Motion carried with the following vote:

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

2.02.06 Review Policy 040-3-5.1 for Consideration of Policy Deletion

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that because Policy 040-3-5.1 is no longer necessary it should be deleted.

Motion carried with the following vote:

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

2.02.07 Opportunity for the Board of Trustees to Review Policy 010-2-6, Policy and Administrative Procedure

The Board reviewed Policy 010-2-6 and no changes were made. The policy will be placed in the Action section of the January 20, 2010 Agenda.

2.02.08 Opportunity for the Board of Trustees to Discuss the Proposed Sale of the Orange County Fairgrounds

An open discussion of the proposed sale of the Orange County Fairgrounds was conducted.

OCC District Student Council Representative Kris Cutting addressed the Board in opposition of the proposed sale of the Orange County Fairgrounds.

It was moved by Mr. Patterson and seconded by Mr. Howald to authorize the Board to write letters to the Governor, Board of Supervisors, City of Costa Mesa, and the office of Jose Solorio in opposition of the sale of the Fairgrounds and additionally ask the Chancellor to contact the County and the City of Costa Mesa to see what the District's position will be.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, 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 December 9, 2009 Agenda.

2.04 Review of the Coast Community College District External Auditor's Report, Fiscal Year 2008-2009

Ms. Tina Hinton of Vicenti, Lloyd & Sutzman LLP presented the Board with a brief summary of the Fiscal Year 2008-2009 Coast Community College District External Auditor's Report.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to receive and file the report and submit a copy to the State Chancellor's Office.

Motion carried with the following vote:

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

3.00 Consent Calendar

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Consent Calendar in its entirety as it appears in the December 9, 2009 Board Meeting Agenda.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, 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 an Amendment to an Agreement between the County of Orange and the Coast Community College District to Provide Workforce Investment Act Approved Training

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Amendment to an Agreement between the 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. The Amendment is to change payment process and states that District shall invoice for the full tuition amount (100%) for the training program identified in Agreement 14 days after WIA eligible participant begins the training program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Motion carried with the following vote:

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

4.01.02 Approve Agreement between the Coast Community College District and The Board of Regents for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning to Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

It was moved by Mr. Lane and seconded by Mr. Howald to approve the Agreement between the Coast Community College District and the Board of Regents for the University of Oklahoma who shall serve as subcontractor to CCCD in support of the Distance Learning NCPACE program designed for Sailors assigned full-time to Navy sea-duty. The initial term of the Agreement shall be from October 1, 2009 through September 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: All operational and subcontractor costs incurred by Coastline as the primary contractor for the delivery of the NCPACE distance learning program are covered by contract income, with a net revenue of approximately \$200,000 per year.

Motion carried with the following vote:

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

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

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to design and produce the Physical Geology Online Course and Textbook. The Amendment states that District will typeset, design and layout Textbook/Workbook and provide an electronic file for Publisher to print. Publisher will provide District a fee of \$15,000 to cover the cost of typesetting, design, and layout of the Textbook/Workbook within 30 days of receipt of the final electronic file. 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 \$15,000

Motion carried with the following vote:

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

4.01.04 Approve Agreement between Firstgiving and the Coast Community College District for the use of their Website for Fundraising and Event Management Purposes

This item was removed from the Agenda by staff.

4.01.05 Approve Agreement between Butler Leasing Corporation and the Coast Community College District to License the eKey® Optical Disk Mailer

It was moved by Mr. Howald and seconded by Mr. Lane to approve the Agreement between Butler Leasing Corporation and the Coast Community College District to license the eKey® Optical Disk Mailer that allows customers to obtain automated letter rates for the mailing of Optical Disks and other objects. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$2,000 fee for use of patented template

Motion carried with the following vote:

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

4.02 Approval of Agreements – Golden West College

4.02.01 Approve Non-Standard Agreement with Grad Images for Photography Services at Graduation Ceremonies

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the agreement between Grad Images and the Coast Community College District for photography services at graduation ceremonies, from January 1, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the college.

Motion carried with the following vote:

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

4.02.02 Approve Non-Standard MOU with Gatlin Education Services for Not-For-Credit, Online Career Certificate Programs

It was moved by Dr. Prinsky and seconded by Mr. Howald to approve the non-standard MOU between Gatlin Education Services and the Coast Community College District to offer not-for-credit, online career certificate programs, from December 10, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: GWC to be paid a portion of each registration per attached cost sheet; paid to Community Services general fund.

Motion carried with the following vote:

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

4.03 Approval of Agreements – Orange Coast College

4.03.01 Authorization to enter into a Non-Standard Agreement between First Class Vending, Inc. and the Coast Community College District for the purpose of extending the original agreement to Serve as Exclusive Vendor of Snacks, Limited Non-alcoholic Beverages, and other Food Items on the Orange Coast College Campus

It was moved by Mr. Howald and seconded by Mr. Lane to approve the Agreement between First Class Vending, Inc. and the Coast Community College District for the

purpose of extending the original agreement to serve as exclusive vendor of snacks, limited non-alcoholic beverages, and other food items on the Orange Coast College campus for a period of 48 months October 1, 2010, through October 2, 2014. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: District shall be paid a commission of 25% of the monthly gross receipts, after payment of any applicable sales tax, California redemption value, and refunds.

Motion carried with the following vote:

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

4.03.02 Authorization to enter into a Non-Standard Agreement between Microsoft Corporation and the Coast Community College District for the purpose of Partnering with Microsoft Corporation to Pilot a Series of Windows Workshops at Orange Coast College

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between Microsoft Corporation and the Coast Community College District for the purpose of partnering with Microsoft Corporation to pilot a series of Windows workshops designed for adult learners, based on lifestyle/scenario approach to learning technology skills. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Microsoft Corporation to provide the content free of charge; Orange Coast College to receive revenue through offering fee-based workshops.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, 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 Reach Cambridge Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Cambridge, England

It was moved by Mr. Howald and seconded by Mr. Moreno that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Cambridge, England Study Abroad Program during summer 2010. All logistical arrangements will be handled by Reach Cambridge. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip. Raymond Obstfeld, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Cambridge, England Study Abroad Program was given on May 6, 2009. 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 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. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.04.02 Authorization to Enter into Agreement with Vicenti, Lloyd & Stutzman LLP for Auditing and Accounting Services

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the agreement with Vicenti, Lloyd & Stutzman LLP for auditing and accounting services. This agreement covers the audit period beginning July 1, 2009 and ending June 30, 2010. Audit fieldwork for the engagement shall occur between December 10, 2009 and December 31, 2010. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$150,760 from General Fund

Motion carried with the following vote:

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

4.04.03 Authorization to Enter into Telephone Services Agreement Between the Coast Community College District and TW Telecom Holdings, Inc. for Voice Telecommunication Services for Golden West College

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Telephone Services Agreement between the Coast Community College District and TW Telecom Holdings, Inc. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

The District's existing voice communications provider for GWC billed the sum of \$56,925.10 for the 2008/2009 fiscal year. Monthly charges varied because billing was based upon usage (billable minutes). In the proposed agreement with TW Telecom Holdings, Inc., TW Telecom is offering a flat monthly rate of \$783 plus taxes and surcharges. This would equate to an approximate monthly charge of \$850, or the sum of \$10,200 annually. The term of this Agreement is for three years, followed by a month-to-month period not to exceed one year. By entering into this Agreement, Coast Community College District would save an estimated \$140,175 over the first three years of the agreement.

Fiscal Impact: \$850.00 per month from the District General Fund; Potential net savings over existing provider costs of approximately \$140,175 over three years

Motion carried with the following vote:

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

4.04.04 Approval of Standard CalWorks Employer Work Study Agreement for Use by Coast Community College District (Coastline College) in Placing CalWorks Students at Job Training Locations

It was moved by Mr. Lane and seconded by Mr. Moreno to approve the use of the Standard CalWorks Employer Work Study Agreement for use by the District (Coastline College) in placing CalWorks students with off-campus employers. This Standard Agreement will enable Coastline College establish vital business relationships with local employers for the purpose of placing Coastline students at job training locations pursuant to the CCC CalWorks grant program.

Fiscal Impact: No fiscal impact to approve this as a District Standard Agreement for future use. Salary contributions for job placement funded by CalWorks Program grant funding.

Motion carried with the following vote:

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

4.04.05 Approval of Standard CalWorks Student Work Study Participation Agreement for Use by Coast Community College District (Coastline College) When Placing Calworks Students at Job Training Locations

It was moved by Mr. Howald and seconded by Mr. Lane to approve the use of the Standard CalWorks Student Participation Agreement for use by the District (Coastline College) in placing CalWorks students with off-campus employers. This Standard Agreement will protect the District when placing Coastline CalWorks students at job training locations pursuant to the CCC CalWorks grant program.

Fiscal Impact: No fiscal impact to approve this as a District Standard Agreement for future use.

Motion carried with the following vote:

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

4.04.06 Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Winter 2011 Short-term Study Abroad Program in Paris, France

It was moved by Mr. Lane and seconded by Mr. Moreno that authorization be given to enter into a standard travel contractor agreement to conduct a winter in Paris, France Study Abroad Program during winter 2011. All logistical arrangements will be handled by ACCENT. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip. Barbara Cooper, Orange Coast College, will serve as faculty. Authorization to conduct the winter in Paris, France Study Abroad Program was given on September 30, 2009. 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 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. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

4.04.07 Approval of Addendum One to Existing Agreement for Online Transcript Services Between the Coast Community College District and Credentials, Inc.

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that approval be given for Addendum One to the existing agreement for online transcript services between the Coast Community College District and Credentials, Inc. Addendum One will allow the District and its colleges to provide online transcripts through Credentials, Inc. TranscriptsPlus® online system to requesting educational institutions that have properly executed a Receiving Institution Agreement. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: District's colleges to receive \$3 for each transcript requested by standard processing, and \$8 per transcript for each transcript requested on an expedited basis (within 48 hours).

Motion carried with the following vote:

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

4.04.08 Authorization to Enter into Curriculum Management Agreement Between the Coast Community College District and Governet for Curriculum Management Services for the Coast Community College District

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Curriculum Management Agreement between the Coast Community College District and Governet. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$105,000.00 paid from Coastline College's contract education funds. Ongoing annual maintenance cost of \$9,000.00 to be paid by each college.

Motion carried with the following vote:

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

4.05 Buildings and Grounds Approvals

4.05.01 Approve Change Order No. 1; Orange Coast College Softball Field; Bid No. 1964

It was moved by Mr. Moreno and seconded by Dr. Prinsky that authorization be given for Change Order No. 1 to Orange Coast College Softball Field; Bid No. 1964 as described in the Change Order document attached to each Trustee's agenda. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

These changes are necessary for the following reasons:

GCI Construction, Inc. – Category A – Demolition/Earthwork/Grading

Closeout Credit for Allowances <\$ 5,050>

Contract Amount: \$131,469 (C.O. 1: 3.84% Decrease)

Total Change Orders: <\$5,050> (3.84% Decrease)

American Landscape – Category D – Landscaping/Irrigation

Closeout Credit for Allowances <\$ 1,867>

Contract Amount: \$281,237 (C.O. 1: .66% Decrease)

Total Change Orders: <\$1,867> (.66% Decrease)

Ace Electric – Category F – Electrical

Closeout Credit for Allowances <\$13,065>

Contract Amount: \$124,500 (C.O. 1: 10.49% Decrease)

Total Change Orders: <\$13,065> (10.49% Decrease)

Verne's Plumbing, Inc. – Category G – Plumbing

Closeout Credit for Allowances <\$ 4,179>

Contract Amount: \$44,650 (C.O. 1: 9.36% Decrease)

Total Change Orders: <\$4,179> (9.36% Decrease)

Fiscal Impact: <\$24,161> (Measure C – General Obligation Bond Fund)
 Master Plan Approved Project
 OCC Upgrade Health/Wellness Facilities
 OCC Upgrade Softball Field

Motion carried with the following vote:

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

4.05.02 Bid Tabulations and Award of Contract; Orange Coast College Recycling Center Solar Panels; Bid No. 1972

It was moved by Ms. Hornbuckle and seconded by Mr. Lane that a contract be awarded to The MSH Construction Co. DBA: The Moss Co. as lowest qualified base bid of \$59,881 as shown below, and that the Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

	<u>Base Bid</u>
1. The MSH Construction Co. DBA: The Moss Co. 15301 Connector Lane, Huntington Beach, CA 92649	\$59,881
2. Aramexx Construction, Chino, CA 91710	\$61,600
3. Dennison Electric, Inc., Los Alamitos, CA 90720	\$66,400
4. Turn Around Communications, Inc., Corona, CA 92881	\$66,500
5. R & H Industries dba Best Electric, Gardena, CA 90247	\$67,000
6. Best Contracting Services, Inc., Gardena, CA 90248	\$79,790
7. Metro Builders & Engineers Group, LTD, Newport Beach, CA 92663	\$83,397

Fiscal Impact: \$59,881 (ASOCC Funds)
 Master Plan Approved Project

Motion carried with the following vote:

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

4.06 General Items of Business – Orange Coast College

4.06.01 Approval of Orange Coast College Harry and Grace Steele Children's Center Tuition Increase

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve Orange Coast College Harry and Grace Steele Children's Center to increase its tuition rate for all full-cost tuition families (faculty, staff, students, and community members). The rate of increase is 5% for infant and toddler ages and 12% for preschool. This increase is an additional \$3.00 per day for infants and toddlers and \$4.00 per day for preschoolers. The increase is to reduce the Children's Center's deficit due to rising operational costs. The Children's Center has not raised its rates since 2007. This tuition increase will be

effective January 5, 2010. The tuition increase has been reviewed and unanimously endorsed and recommended by the Parent Advisory Committee, Student Services Planning Council, College Council, Student Senate, and Planning and Budget Committee. These tuition increases do not affect fully or partially subsidized student families enrolled at the Center.

Motion carried with the following vote:

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

4.07 General Items of Business – District

4.07.01 Approval of Material Fees

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Material Fees as presented at the November 18, 2009 Board of Trustees Meeting.

Motion carried with the following vote:

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

4.07.02 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a Memorandum of Understanding (MOU) with the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson that the Board of Trustees adopt the initial proposal of the Coast Community College District to re-open negotiations on a Memorandum of Understanding with the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program.

Motion carried with the following vote:

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

4.07.03 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a Memorandum of Understanding (MOU) with the Coast Federation of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)

It was moved by Mr. Moreno and seconded by Mr. Lane that the Board of Trustees, adopt the initial proposal of the Coast Community College District to re-open negotiations on a Memorandum of Understanding with the Coast Federation of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program.

Motion carried with the following vote:

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

4.08 Personnel Action

4.08.01 Approval of Employment Agreements for Educational Administrators

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Employment Agreements for the following Educational Administrators. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Name	Title	Campus	Start Dt	End Dt
Ames, Steven	Coordinator, Criminal Justice Training Ctr.	GWC	07/01/10	06/30/12
Asim, Paul	Dean	OCC	07/01/10	06/30/12
Baird, David	Dean	GWC	07/01/10	06/30/12
Ballinger, Kevin	Dean	OCC	07/01/10	06/30/12
Benoit, Douglas	Dean	OCC	07/01/10	06/30/12
Boehler, Ted	Dean	CCC	07/01/10	06/30/12
Bond, Barbara	Dean	OCC	07/01/10	06/30/12
Bryan, Johns W.	President	GWC	07/01/10	06/30/12
Duke, Shalamon	Dean	CCC	07/01/10	06/30/12
Groot, Joycelyn	Dean Military/Contract Ed Programs	CCC	07/01/10	06/30/11
Lopez, Vinicio	Dean	CCC	07/01/10	06/30/11
Lowenberg, Ron	Dean/Director	GWC	07/01/10	06/30/12
Mandelkern, Michael	Dean	OCC	07/01/10	06/30/12
McGowan, Joumana	Dean	CCC	07/01/10	06/30/12
Tamanaha, Stephen	Director of EOPS	OCC	07/01/10	06/30/12
Wilkerson, Lois	Admin Dir. Workforce Economic Dev.	CCC	07/01/10	06/30/11
Worden, Sylvia	Associate Dean/Director	OCC	07/01/10	06/30/12

Motion carried with the following vote:

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

4.08.02 Coast Community College District Reorganization/Reassignment Plan

It was moved by Ms. Hornbuckle and seconded by Mr. Lane to approve the Coast Community College District Reorganization/Reassignment Plan as described in the December 9, 2009 Board of Trustees Meeting Agenda.

Motion carried with the following vote:

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

4.09 Resolutions

4.09.01 Coast Community College District Board of Trustees Resolution # 09-48 Coast Community College District Reorganization and Lateral Transfer Plan

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve Resolution # 09-48, Coast Community College District Reorganization and Lateral Transfer Plan.

Motion carried with the following vote:

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

4.09.02 Coast Community College District Board of Trustees Resolution # 09-49 Resolution Regarding an Addendum to the Mitigated Negative Declaration and Filing Notice of Determination for Coastline Community College Newport Beach Learning Center

It was moved by Mr. Moreno and seconded by Mr. Howald to approve Resolution # 09-49, regarding an Addendum to the Mitigated Negative Declaration and Filing Notice of Determination for Coastline Community College Newport Beach Learning Center.

Motion carried with the following vote:

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

4.10 Approval of Minutes **Regular Meeting of: November 18, 2009** **Special Meeting of: November 24, 2009**

It was moved by Mr. Moreno and seconded by Mr. Lane to approve the Minutes of the Regular Meeting of November 18, 2009 and the Special Meeting of November 24, 2009.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, 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.

Board President Patterson recessed the Meeting to Closed Session at 9:25 p.m.

The Regular Meeting was reconvened at 10:06 p.m.

6.00 Adjournment

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

Motion carried with the following vote:

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

The meeting was adjourned at 10:10 p.m.

Secretary of the Board of Trustees

Appendices

	Page
A. Public Employment Report.....	24-41
B. Orange Coast College Presidential Search Committee Report.....	42-43
C. Midyear Budget Update Report.....	44-46

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 COLLEGESPECIAL ASSIGNMENTS

Name	Start Date	End Date	Pay Type	Pay Rate
Chen, Eric	12/10/09	06/30/10	EXH	\$29.46

To configure and maintain the NETLAB at the Garden Grove Center.

CURRICULUM DEVELOPMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Escobar, Dora	12/10/09	06/30/10	EXH	\$29.46

To develop curriculum for not-for-credit Early College High School China Project.

Name	Start Date	End Date	Pay Type	Pay Rate
Sampson, Kevin	02/02/10	05/31/10	EXH	\$29.46

To develop new Emergency Management curriculum.

ABI PROGRAM (ACQUIRED BRAIN INJURY) TEAM MEETINGS

Name	Start Date	End Date	Pay Type	Pay Rate
Crowley, Erin	01/02/10	06/30/10	EXH	\$29.46
Fitzgeorge, Brenda	01/02/10	06/30/10	EXH	\$29.46
Menchaca, Jessica	01/02/10	06/30/10	EXH	\$29.46
Pasino, James	01/02/10	06/30/10	EXH	\$29.46
Shepard, Sue	01/02/10	06/30/10	EXH	\$29.46

ESL FOR NURSES PROJECT, DEVELOPMENT AND REVIEW

Name	Start Date	End Date	Pay Type	Pay Rate
Leggitt, Angeli	12/10/09	06/30/10	EXH	\$29.46
Wilson, Julia	12/10/09	06/30/10	EXM	\$43.23

PART TIME COUNSELING FOR ECHS (EARLY COLLEGE HIGH SCHOOL)

Name	Start Date	End Date	Pay Type	Pay Rate
Ambriz, Aurora	01/11/10	06/09/10	UNT	\$61.88
Escobar, Dora	01/11/10	06/09/10	UNT	\$61.88

The following CCC Administrators, Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore and NC PACE for Military Contract Education during **Fall** semester.

Administrator

Boehler, Ted

Full Time Instructors

Oherian, Jennifer
Feldon, Fred
Gutiérrez, Pedro
Johnson, Daniel

12/09/09 Bd

Lee, Lisa
Leighton, Kenneth
Lockwood, Frederick
Marcus, Ted
Roeun, Malinni
Secord, Debra
Shelley, Karen
Taylor, Margaret
Watner, Michael
Warwick, Randall
Wild, Michelle

Part Time Instructors

Aubry, Michael
Barnes, Ralph
Basford, Sean
Behr, George
Boehler, Connie
Candelaria, Patricia
Carlucci, Michael
Cooper, David
Cratty, William
Curtis, Michael
DeWitt, Stanley
Diaz-Brown, William
Doyle, John
Eber, Lorie
Forbes, Junko
Freeman, William
Go, Marianne
Godfrey, Donald
Hart, John
Henry, Charles
Hogan, Mikel
Johnson, Daniel

The following CCC Administrators, Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore and NC PACE for Military Contract Education during **Spring** semester.

Administrator

Boehler, Ted

Full Time Instructors

Feldon, Fred
Gutierrez, Pedro
Johnson, Daniel
Lee, Lisa Shiu-ing
Leighton, Kenneth
Marcus, Ted
Roeun, Malinni
Secord, Deborah
Shelley, Karen
Taylor, Margaret

12/09/09 Bd

Warner, Michael
Warwick, Randall
Wild, Michelle

Part Time Instructors

Amitoelau, Sylvia
Aubry, Michael
Bailey, Jennifer
Barnes, Ralph
Basford, Sean
Behr, George
Boehler, Connie
Bovard, Kelly
Candelaria, Patricia
Carlucci, Michael
Chow, Brian
Cooper, David
Crafty, William
Curtis, Mike
DeWitt, Stanley
Diaz-Brown, William
Dietrich, Phillip
Doyle, John
Eber, Lori
Forbes, Junko
Freeman, William
Go, Mariann
Godfrey, Donald
Hart, John
Henry, Charles
Hogan, Mikel
Kabaji, Noha
Katz, Maria
Khan, Mahbubur Rahman
Letterman, Bryce
Mann, Claire
Menzing, Todd
Nichols, Kristen
Ondracek, Ted
Ostrowski, Kenneth
Petri, Michael
Quast, Gerry
Rewers, Keven
Richter, Otto
Rogoff, Meri
Sampson, Kevin
Schindelbeck, Judy
Talmage, Dorrie
Terry, Ladd
Villalobos, Jose
Wahba, Remon
Walker, Heather
Waller, Ellis
Walling, Dianne
Wegier, Rachel

Whitson, Stephen
Windsor, Adrian
Worden, Mark
Wrobel, Al

GOLDEN WEST COLLEGE

SPECIAL TOPICS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Bush, Hoai-Huong	09/21/09	11/02/09	EXM	\$34.58	French
Tortolano, James	09/21/09	11/02/09	EXM	\$34.58	Journalism

INDIVIDUALIZED STUDY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Farazdaghi, Farzaneh	09/21/09	11/06/09	EXA	\$10.00	Peace Studies
Jones, Barbara	09/21/09	11/06/09	EXM	\$34.58	Comp Bus. Appli
Lamantia, Mary Lynne	09/21/09	11/06/09	EXM	\$34.58	Biology

ORANGE COAST COLLEGE

SPECIAL ASSIGNMENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Daugherty, Seth	12/10/09	12/20/09	PDH	\$29.46
Hourly Librarian will backfill instruction librarian duties.	11/03/09	12/17/09	UNT	\$61.88
Librarian reference desk and lectures.	11/02/09	12/15/09	UNT	\$73.94
Eutimio, Alfredo	11/02/09	12/15/09	UNT	\$73.94
Librarian reference desk.	12/10/09	12/20/09	PDH	\$29.46
McNally, Christopher	12/10/09	12/20/09	PDH	\$29.46
Developing Curriculum for a Radar Observer Course.	12/10/09	12/20/09	PDM	\$43.23
Morgan, Carleton	12/10/09	12/20/09	PDM	\$43.23
Collection development.	11/04/09	12/16/09	UNT	\$73.94
Schmidt, Valerie	11/04/09	12/16/09	UNT	\$73.94
Librarian Reference Desk.	12/10/09	12/11/09	PDH	\$29.46
Thayer, Kareh	12/10/09	12/11/09	PDH	\$29.46
Guest speaker in the Art Department.				

DANCE REHEARSALS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Avinia, Theresa	12/14/09	12/17/09	PDH	\$29.46
Fritzler, Amythyst	12/14/09	12/17/09	PDH	\$29.46
Kahn, Kathy	12/14/09	12/17/09	PDH	\$29.46
Mayo, Jeffrey	12/14/09	12/17/09	PDH	\$29.46
Menaker, Shania	12/14/09	12/17/09	PDH	\$29.46

INSTRUCTIONAL UNIT ASSISTANT - CO-CHAIR DIGITAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Bloomfield, Lisa	08/31/09	12/20/09	IUM	\$1502.00	Media Arts
Mushkin, Hillary	08/31/09	12/20/09	IUM	\$1502.00	Media Arts

TITLE III GRANT FACULTY COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Berta, Melissa	12/10/09	12/20/09	PDM	\$43.23

SB70/SB1133 GRANT FACULTY EXTERNSHIP PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Myers, Joy	09/01/09	09/30/09	EXM	\$43.23

INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Amaral, Christina	12/01/09	12/20/09	EXM	\$72.00
Williams, Ann	12/01/09	12/20/09	EXH	\$69.66

VESL PILOT PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carlson, Ravin	12/10/09	12/20/09	PDM	\$43.23
Castano, Robert	12/10/09	12/20/09	PDM	\$43.23
Cervantes, Aureliano	12/10/09	12/20/09	PDH	\$29.46
Conner, Gregory	12/10/09	12/20/09	PDM	\$43.23
Cooper, Barbara	12/10/09	12/20/09	PDM	\$43.23
Galvey, William	12/10/09	12/20/09	PDH	\$29.46
Peters, Timothy	12/10/09	12/20/09	PDM	\$43.23

MIDTERM ACCREDITATION REPORT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Abernathy, Dean	12/10/09	12/18/09	PDM	\$43.23

ACCREDITATION REPORT AGENDAS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Coleman, Catherine	12/10/09	12/18/09	PDH	\$29.46
Fernandez, Gabriella	12/10/09	12/18/09	PDH	\$29.46
Hostettler, Sheila	12/10/09	12/18/09	PDH	\$29.46
Lerma, Maria	12/10/09	12/18/09	PDM	\$43.23
Scholz, Suzanne	12/10/09	12/18/09	PDH	\$29.46
Weber, Daniel	12/10/09	12/18/09	PDH	\$29.46

CALWORKS PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lahe, Andrea	01/04/10	01/29/10	UNT	\$29.46

NORTH AMERICAN RENEWABLE ENERGY TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cucurny, Marius	01/04/10	01/29/10	EXM	\$43.23
Hersh, Thomas	01/04/10	01/29/10	EXM	\$43.23

COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dumont, Stephanie	01/04/10	01/29/10	INT	\$98.54
Hinton, Karen	01/04/10	01/29/10	INT	\$102.01
Lahe, Andrea	01/04/10	01/29/10	INT	\$69.66
Ngo, Michelle	01/04/10	01/15/10	INT	\$66.89
	01/18/10	01/29/10	INT	\$73.94
Nguyen, Jimmy	01/04/10	01/29/10	INT	\$71.45
Nguyen, Tri Dinh	01/04/10	01/29/10	INT	\$105.47
Valenzuela, Yvonne	01/04/10	01/29/10	INT	\$89.32
York, Linda	01/04/10	01/29/10	INT	\$108.94

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 **01/30/10 to 05/30/10** 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:

CCC

<u>Name</u>	<u>LHE</u>
Jenkins, Nancy	2.00
Nguyen, Allene	2.00
Winterbourne, Susan	2.00

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. 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>
Soto, Ricardo	7.00

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 **01/30/10 to 05/30/10** 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:

CCC

<u>Name</u>	<u>LHE</u>
Arlington, Patricia	1.88
Basabe, Sandra	6.66
Baumjan, Jane	1.83
Berggren, Gayle	2.25
Feldon, Fred	3.00
Gutierrez, Pedro	2.50
Jones, Nancy	7.25
Lee, Lisa	6.00
Leighton, Kenneth	2.50
Lockwood, Frederick	3.00
Marcus, Ted	6.62
Montague, Judy	3.25
Preciado, Anita	1.00
Roeun, Malinpi	5.00
Shelley, Karen	1.33
Taylor, Margaret	5.64
Warner, Michael	3.75
Warwick, Randall	3.50
Yeh, Ning	1.50

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. 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:

GWC

<u>Name</u>	<u>LHE</u>
Boswell, Glen	5.84

OCC

<u>Name</u>	<u>LHE</u>
Saichek, William	2.37

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 \$44.366/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Coastline College

Don, Rachel
Golden West College

Abella, Dori
Holland, Karen
Hostetter, Darren
Sandrock, Donna

Orange Coast College

Becker, Lauren
Durand, Ross
Eutimio, Alfredo
Means, Leland
Reinemann, Christine
Rivera, Francisco
Taba, Khalil
Walters, Stephen

3. Part time FacultyFALL

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

Orange Coast College

<u>Name</u>	<u>LHE</u>
Cunningham, James	3.000
Itzen, William	1.295
Kfoury, Brian	1.124
Kushin, Miles	2.188

SPRING

Assignments during the period 01/30/10-05/30/10 for CGC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Adler, Roberta	4.500
Ahlman, Mary	8.000
Akamine, Karen	8.247
Allen, Stacey	3.000
Amatoelau, Sylvia	5.625
Anderson, Marvette	6.218
Andruss, Kathleen	3.333
Aprile, Judy	8.455
Ardolino, Maureen	4.500
Armendariz, Patricia	9.000
Atallah, Joseph	10.000
Aubry, Michael	3.000
Bai, Hannah	7.500
Bailly, Jennifer	3.000
Baitoo, Hilda	5.000
Bancroft, Bradford	3.833
Barnes, Ralph	9.500
Barrett, Debra	5.250
Basford, Sean	6.000
Beaver, Dorothy	8.000
Belanger, Albert	3.000
Betz, Paul	6.000
Blackman, Darin	3.750
Boddie, Richard	4.500
Boehler, Connie	7.666
Borcoman, Kelvin	6.000
Bouley, Harold	6.000
Bovard, Kelly	7.500
Briggs, June	1.777
Brock, Marilyn	8.000
Brown, Debra	9.000
Bunnell, Dona	6.994
Calcanas, Christina	3.000
Caldwell, Avery	7.500
Canterina, Amy	2.670
Cao, Thomas	10.000
Capocciama, John	7.500
Carlson, Beverly	6.996
Carlucci, Michael	7.000
Cast, Steven	2.250
Chabra, Shashi	3.000
Chambers, Malcolm	9.000
Chambers, Thomas	3.000
Chang, Yu-An	7.000
Chapman, Cheryl	10.000
Chase, Suzanne	9.000
Chen, Eric	9.750
Chow, Brian	5.000

12/09/09.Bd

Churgel, Marlene	9.000
Cisneros, Mark	9.000
Clark, John	1.000
Clay, Caron	3.554
Cole, Maureen	7.500
Collins, Charles	2.250
Cooper, David	3.000
Covert, Robert	7.500
Crawfis, Robert	3.000
Crowley, Debra	1.000
Crowley, Erin	9.750
Cucci, Nancy	1.333
Cummins, Megan	3.000
Curtis, Michael	6.000
Dalbey, Elizabeth	9.000
Davis, Georgetown	9.000
Davis, Loretta	8.000
Davis, Penry	9.625
Dawes, Arthur	6.875
DeCarlo, Joseph	3.000
Del Carmen, George	3.000
DeVirgillio, Desiree	5.498
DeVoe, Todd	3.000
DeWitt, Stanley	3.000
Diaz-Brown, William	3.000
Dietrich, Phillip	6.000
Do, Anhvy	8.000
Don, Rachel	8.000
Doren, Ricia	8.000
Doyle, John	9.000
Dye, David	8.125
Eber, Laurie	6.000
Edwards, Kathryn	1.000
El-Ahraf, Amer	3.000
Elbettar, Jihad	9.000
Elizalde-Höller, Susan	4.664
Ely, Cynthia	4.000
Everett, Michael	5.000
Farr, Jon	2.666
Farrington, Brehda	3.000
Felner, Henri	5.000
Fernald, Teresa	3.108
Fitzgeorge, Brenda	9.000
Flores, Robert	1.000
Forbes, Junko	9.000
Freeman, William	3.000
Frenkel, Nina	4.000
Fuller, David	4.000
Gabela, Jose F.	3.000
Gandall, Beverly	8.000
Garvin, Timothy	3.000
Gettinger, Amy	8.000
Giancarlo, Jennifer	9.750
Gill, Tina	8.000
Glassman, Keith	2.999
Godfrey, Donald	9.000

Goodin, Mary	5.499
Gundy, Afaf	7.000
Gustaveson, Valerie	9.000
Haas, Roland	2.749
Hall, Leva	2.750
Hampton, Jancy	5.499
Harrington, Julie	8.000
Hart, John	4.500
Hazard, Sue	5.915
Henry, Charles	3.000
Henry, Deborah	9.000
Hernández, Christina	3.666
Herrera, Patrick	9.330
Hoekstra, Thomas	8.000
Hogan, Mikel	6.000
Hoogewind, Mary Jane	4.662
Howe, Sonja	1.625
Hurley, Regina	2.332
Hurst, Geoff	5.625
Igoudin, Alex	3.000
Idefonso, Nelson	8.000
Irvin, Teresa	3.000
Isbell, Donald	3.750
Jaber, Jihad	3.000
James, Scott	3.000
James, Shannon	1.500
Jarmin, Margie	9.000
Jewell, Randall	4.500
Johnson, Jeffrey	9.000
Jones, Julie	6.000
Kahn, Kathy	3.666
Katz, Maria	4.500
Keefer, Sherry	9.375
Kelsey, David	7.500
Kempe, Gladyn	6.000
Kepler, Marc	8.000
Kerr, Jeffrey	7.500
Kerr, Sarah	1.554
Khambhatta, Zubin	2.750
Khan, Mabubur	8.500
Klein, Ronald	0.875
Kobata, Sarah	3.000
Kosbab, Tina	5.250
Kroll, Stephen	4.000
Kurz, Sally	10.000
Lam, Jenny	8.000
Lee, Sheryl	8.000
Lembke, Phyllis	6.000
Letterman, Bryce	6.000
Levenshus, Joshua	9.000
Levy, Andrew	3.666
Lieu, Thanhthuy	8.000
Lin, George	1.943
Loester, Karen	9.000
Long, Barbara	7.500
Lo Sasso, Mary	9.000

12/09/09 Bd

Lowther, Gene	3.000
Maccoun, Wendy	8.000
Maharaj, Peter	8.375
Man, Georgina	9.000
Maniaci, Vera	10.000
Mann, Claire	3.000
Marenuk, Stephen	3.750
Marks, Karen	3.000
Marquez, Gilbert	7.500
Masters, Melinda	7.500
Matar, Fadi	6.000
Mattar, Mary Anne	9.000
Maynard, Linda	9.000
McGeoch, Norma	9.000
McLaughlin, Marta	6.000
McNamara, John	7.500
Mefford, Christopher	8.000
Menchaca, Jessica	6.750
Mendoza, Jaime	9.000
Menzing, Todd	6.000
Miller, Rosemary	7.500
Mohr, Cheryl	9.000
Morehouse, Karen	3.000
Morin, Linda	3.000
Mozell, Harold	6.000
Najera, Michael	4.500
Nguyen, David	9.000
Nguyen, Diem T.	9.000
Nguyen, Ky	4.000
Nguyen, Scott	2.250
Nichols, Kristen	9.000
Nusrat, Rehana	6.000
Oelstrom, Jeanne	6.554
Offenhauser, Tyler	3.000
Ondracek, Theodore	3.000
Ostrowski, Kenneth	3.250
Ozbiri, Katherine	10.000
Palmer, Catherine	9.000
Parent, Nancy	9.000
Parham, Martha	4.000
Pasino, James	6.750
Pastel, Fay	1.625
Pecoraro, Michaelene	3.000
Petropoulos, Mary	3.000
Platfoot, Shirley	3.000
Pourrezá, Atousa	9.000
Quast, Gerald	9.000
Ratzlaff, Duane	9.125
Reisch, Carla	6.000
Revilla, Candace	4.000
Rewers, Keven	5.750
Richter, Otto	5.250
Rigali, Rebecca	2.666
Riley, Kevin	3.750
Rodriguez, Lisa	9.000
Rogoff, Meri	9.000

Ruhle, James	3.000
Ryan, Diane	4.885
Sabha, Fayruz	8.000
Sagen, Arthur	3.000
Sallee, Mark	4.000
Sampson, Kevin	3.000
Sandberg, Rhonda	6.217
Sanders, Susan	6.000
Satow, Jingfang	10.000
Savasy, Ny	3.750
Schilling, James	1.333
Schindelbeck, Judy	9.000
Scoggini, Sally	8.000
Semer, Lynn	4.500
Seyster, Barry	8.000
Shepard, Sue	9.000
Shi, Nigie	9.000
Shibata, Sharon	9.000
Shiring, Richard	7.000
Siefkes, Ashlie	6.000
Sims, Pamela	6.000
Sinclair, Anita	2.749
Sleep, Katherine	8.000
Sliff, Robert	4.000
Smith, Michelle	1.333
Smith, Ronald	9.000
Snetsinger, Peter	6.000
Spencer, James	1.554
Spickard, Kathleen	1.998
Stachelski, Barbara	1.500
Steddum, Michelle	2.000
Stillings, Lisa	5.000
Stockham, Diane	2.997
Stockham, John	1.998
Strauss-Thacker, Esther	9.000
Sullivan, Mary	5.498
Syed, Erum	9.000
Takacs, Marcia	8.000
Talmage, Dorrie	6.000
Tamondong, Rebecca	3.000
Terry, Brenda	3.750
Terry, Ladd	6.000
Thayer, Karen	7.830
Torrini, Lynn	8.247
Tran, Chau D.	9.250
Tran, Dung	10.000
Tran, Toan	3.750
Van Beek, Mijo	8.000
Vayo, Sunshine	6.000
Velazquez, Victor	3.000
Villalobos, Jose	7.000
Vo, Son	9.000
Wahba, Remon	9.000
Walker, Alan Kirk	6.000
Walker, Donald	0.750
Walker, Lynn	6.000

12/09/09 Bd

Waller, Ellis	9.000
Ward, Michael	4.875
Washington, Warren	3.000
Watson, Katherine	9.750
Watts, Susan	3.000
Wen, Zhong	7.000
West, Ruth	7.500
Whitson, Stephen	8.000
Wild, Michelle	1.000
Wilson, Lora	1.777
Windsor, Adrian	7.500
Woodruff, Sandra	8.000
Worden, Mark	7.750
Wrobel, Alfred	3.000
Yazan, Ozkan	5.250
Yee, Lauren	6.000
Yue, Amy	6.000

Golden West College

<u>Name</u>	<u>LHE</u>
Abdellateef, Marwa	9.000
Agnew, Cassandra	3.000
Alshawa, Ahmad	4.500
Alvarez, Veronica	5.750
Amezcuca, Araceli	5.750
Anderson, Joan	6.000
Anderson, Perry	8.000
Anderson, Terry B.	8.000
Anderson, Terry P.	8.000
Armendaris, Francesca	8.000
Artemova, Alina	2.000
Baumheckel, Kenneth	5.500
Becker, Craig	3.000
Bergman, Martha	8.000
Berry, Debra	3.000
Birnie, Deborah	6.000
Blackburn, Brenda	1.500
Bornemann, Chung	1.310
Bowers, Elizabeth	9.000
Box, Gayle	4.500
Brady, Kenneth	4.000
Brazney, Suzanne	9.260
Brennan, Peter	8.000
Brown, Helen	9.000
Burden, Micha	3.260
Butler, Thomas	5.330
Carney, Christopher	8.000
Cast, Steven	6.500
Centeno, Deborah	8.000
Chan, Dennis	6.500
Chrisco, Tiffanie	4.880
Cordiero, Judy	2.630
Cowan, Rory	6.830
Crough, Deborah	4.500
Cummins, Megan	1.500

Daigle, Maurice	3.000
D'alessandro, Michael	9.260
Dannov, Isabelle	8.750
Davis, Nadine	2.000
Der-Mesropian, Emma	4.500
Do, Tom	4.000
Dowlatshahi, Kristina	6.000
Drum, Jean	3.000
Dubios, Susan	1.690
Dunham, John	4.500
Duong, David	3.000
Eagle, Ryan	6.000
Eck, Brian	1.500
Ensch, Elena	6.000
Evanshine, Sharon	4.500
Ewing, Diane	3.000
Fan, Paul	6.000
Felds, Tami	1.630
Foroutan, Parisa	7.500
Frame, Stewart	5.000
Franklin, Robert	3.000
Fraser, Mark	8.500
Frohn, Patrick	2.750
Gerstein, Sharon	3.000
Gittleman, Charlotte	3.000
Golbuff, Kimberly	9.750
Graves, Buchansha	4.690
Greenwood, Richard	5.250
Grimes, Pierre	6.000
Hagar, Benjamin	3.000
Harrington Jr, Odell	3.380
Hookman, Anna	5.000
Iwanski, Erik	4.500
Jara, Richardo	6.000
Johnson, Daniel	7.500
Johnson, Timothy	8.630
Kaliski, Lucy	8.750
Kang, Henry	4.500
Karpinski, Joseph	9.000
Khakbazan, Maryam	3.750
Krogfoss, William	3.000
Langdon, Spencer	9.000
Le, Thien	7.500
Leipper, Bryan	1.630
Leipzig, G. Victor	7.500
Lewin, Stephen	3.294
Leyson, Christine	7.250
Long, Jim	6.000
Lopez, Arthur	7.500
Ma, Daniel	6.000
Marlowe, Melinda	9.000
Marten, Connie	1.000
Mase, F. Michael	4.500
Mathias, Rick	3.000
McAlear, Erin	3.000
McCauley, Linda	6.250

12/09/09 Bd

McClain, Sunshine	4.500
McGovern, Donna	8.500
McPherson, Deborah	6.000
Mendoza, Jan	9.000
Menzing, Todd	3.000
Miele, Richard	9.000
Minsky, Larry	4.500
Monroe, Jennifer	5.330
Muzic, Renee	4.500
Myers, Darya	7.750
Najm, Tariq	4.000
Neely, Joshua	7.500
Nemethi, Angelika	3.500
Nguyen, Duong Thanh (Tim)	4.500
Nguyen, Frank	8.500
Nguyen, Hang Minh	7.500
Nivans, David	7.500
Nutt, Greg	3.500
Orme, Denise	4.500
Pacheco, Pam	9.000
Palacios, Roberto	8.750
Pattison, Patrick	2.000
Pawson, John	4.250
Peacock, Joyce	1.000
Pearce, Dianne	4.000
Perez, Jason	9.340
Pham, Duong	5.750
Rams, Richard	3.000
Rasmussen, Myrna	9.000
Ready Jr, John	9.380
Reck, Richard	9.000
Redfield, Michael	9.000
Reyes, Lourdes	3.000
Rives, Nick	3.000
Robbins, Danny	3.000
Robinson, David	6.880
Robles, Diana	4.500
Rodgers, James	7.500
Ryan, Mutsuno	7.500
Sandowicz, Ryan	4.000
Savard, Hale	7.000
Schelwiler, Staci	4.500
Shoar, Peggy	4.500
Siebert, Paul	6.000
Skidmore, Peju	3.000
Soqui-Lopez, Susana	5.750
Sparks, Jamie	9.000
Strong, Margaret	3.000
Sullivan, Maureen	4.500
Sutherland, Corine	9.000
Swendson, Paul	9.000
Tamsamani, Zouhair	8.000
Tenno, Milton	2.250
Tran, Le	9.500
Tran, Vinh	4.500
Turnbull, Don	1.130

12/09/09 Bd

Wilson, Audrey	1,830
Wimmer, Ronda	9,000
Yen, Shu-Jen	5,750
Yingst, John	7,000
Yingst, Sylvia	4,000
Zuidervaat, Genevieve	7,000

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>Pcmt</u>	<u>Vacancy #</u>
Ramos, Richard	OCC	Athletic Equipment Mgr.	12/10/09	E-47-05	O-004-10

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):

Revision to Previous Board Action

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>
Theobald, Brent	GWC	Public Safety Supervisor	Security Coordinator	01/01/10	03/31/10	G-20-03*
Tornow, John	GWC	Bookstore Asst Manager	Special Assignment	01/01/10	03/31/10	G-09-09**

*5% diff. **7.5% diff.

Classified

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Pcmt</u>
Deaso, Andrew	GWC	System/Network Analyst I	System/Network Analyst II	01/01/10	03/31/10	E-69-05
Johnson, Daniel	GWC	Sports Info/Market Asst	Web/Multimedia Programmer	01/01/10	03/31/10	E-59-03
Lantz, Shirley	GWC	Graphic Composer	Graphic Designer	01/01/10	03/31/10	E-48-05

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.

12/09/09 Bd

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>
Cahn, Lisa	OCC	12/10/09	12/18/09	110001-277901	M,T,W
Cheng, Helen	CCC	12/10/09	06/30/10	818005-888500	M,T,W,TH,F
Gutierrez, Katelyn	OCC	11/19/09	06/30/10	110001-249200	M,T,W,TH,F
Lopez, Judith	GWC	12/10/09	06/30/10	831001-361801	M,T,W,TH,F
Lum, Ramona	CCC	12/10/09	06/30/10	120010-850101	M,T,W,TH,F
Martinez, Steven	GWC	EXTEND	06/30/10	813010-389803	M,T,W,TH,F
Schubert, Robert	CCC	12/10/09	06/30/10	110001-885203	M,T,W,TH,F
Swir, Chelsea	CCC	12/10/09	06/30/10	818030-847510	M,T,W,TH,F
Varnum, Dennis	CCC	12/10/09	06/30/10	120010-850101	M,T,W,TH,F
Winter, Lisa	OCC	12/10/09	06/30/10	812030-212702	T, TH

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>
Conley, Spencer	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Greenwood, James	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Hood, Susan	OCC	12/10/09	06/30/10	110001-210100	M,T,W,TH,F
Kleminsky, Matthew	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Lane, Robert	GWC	12/10/09	06/30/10	110001-327109	M,T,W,TH,F
Lopez, Jessica	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Ly, Kayla	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Ordas, Jessica	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Peterson, Kathryn	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Phan, Nhi	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Poh, Linda	GWC	12/10/09	06/30/10	110001-347101	M,T,W,TH,F
Pollinger, Andrea	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Prinz, Tiffany	GWC	12/10/09	06/30/10	124006-361518	M,T,W,TH,F
Truong, Minh	GWC	12/10/09	06/30/10	124006-361518	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>
Nguyen, Tiger	OCC	12/10/09	06/30/10	127005-258900	M,T,W

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>
Cox, John	OCC	12/10/09	06/30/10	110001-210501	M,T,W,TH,F
Welch, Brendon	OCC	12/10/09	06/30/10	812035-212802	M,W,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence 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>
Lighter, Laura	OCC	09/09/09	11/14/09	110001-249200	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

Maddox, Katherine
Sanchez, Marcos

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.

Golden West College

Acosta, Rocio
Bryan-Zwick, Jesse
Do, Christine
Hernandez, Emily
Jarka, Sara
Kauppi, John
Lererville, Kathleen
Miller, Dashawn
Nguyen, Aaron
Ricker, Travis
Sy, Cuong
Tran, Quyen
Truong, Minh

Orange Coast College

Korpos, Lisa
Ton, Tony
Tran, Vuong

Appendix B



MEMORANDUM

To: Coast Community College District Board of Trustees
Through The Honorable Trustee Jim Moreno, Board President

From: Katrina Foley, Chair of the Orange Coast College Presidential Search Committee

Date: November 19, 2009

Subject: Final Report of the Orange Coast College Presidential Search Committee

I am pleased to have this opportunity to make our final report regarding the work of our committee.

To fulfill its duties to hire the President of Orange Coast College the Board of Trustees committed to undertake a national search and to invite the participation of all affected constituencies in the selection of qualified candidates through a representative Search Committee. The Board also identified Dr. Narcisa Polonio, Vice President of the Association of Community College Trustees as the Search Consultant to provide guidance to the Board and the Committee that would assure a process that would be inclusive, transparent, and fair. The Board of Trustees confirmed the Search Committee nominees and noted that each member would have an equal-weighted voice.

At this time I would like to recognize and thank each member of the Search Committee for their service:

Governing Board Member – Trustee Jim Moreno, Board President
Representative of the College – Kevin Ballinger
College President Member – Wes Bryan
Academic Senate Member – Orange Coast College – Tom Dowling
Academic Senate Member – Orange Coast College – Terry Timmons
Academic Senate Member – Orange Coast College – Vinta Oviatt
Student Trustee designee – Kris Cutting
Coast Federation of Classified Employees Member – Jennifer La Bounty
Coast Federation of Educators Member – Rodney Foster
Coast Community College Association Member – Rick Boone
Coast District Management Association Member – Doug Benoit
Coast District Management Association Member – Madjid Niroumand

Also present at all meetings and providing commendable services in non-voting capacities were Christian Teeter, Board Secretary and Search Committee Liaison and Donna Waldfogel, Human Resources Advisor to the Search Committee.

The Search Committee members dedicated significant amounts of time to orientations, reviewing over 40 applications in detail, and deliberating in a forum that allowed for open expression of views. I would like to note that throughout the process there was a climate of openness, fairness, and respect.

Nine candidates were invited for interviews and five well-qualified candidates are being moved forward to the Board of Trustees for consideration as semi-finalists, in compliance with the Board's policy on executive recruiting. The Search Committee understands the need for continued confidentiality as the Board begins its deliberations.

As Chair, I wish to commend the Committee for its efforts, meeting the timeline set forth by the Board and I would like to thank those individuals who assisted in developing the position profile that guided our efforts. Our outside consultant ACCT kept the process wide open, competitive, fair and equitable. On behalf of the Committee, I would like to thank the Board of Trustees for giving us the opportunity to serve The Coast Community College District and Orange Coast College and we look forward to hearing the results of your interviews and deliberations as you choose the next President of Orange Coast College.

Appendix C

*Chancellor's Office***MEMORANDUM****Date:** December 9, 2009

To: Jim Moreno, President
 Lorraine Prinsky, Ph.D., Vice President
 Jerry Patterson, Clerk of the Board
 Mary L. Hornbuckle, Trustee
 Walter G. Howard, Trustee
 Robert Lane, Student Trustee

From: Ding-Jo H. Currie, Ph.D., Chancellor**Re:** Midyear Budget Update**Background for 2009/2010**

1. The District was facing \$11.8 million budget shortfall due to: \$5.85 million District apportionment reduction, \$3.36 million in District expense increase for 2009/2010, and \$2.6 million in Categorical Program support. The District mitigated this shortfall by the following measures:

One-Time Fund from Ending Balance	\$ 5,822,888
Reduction of Campus and District Office Operations (on-going)	2,000,000
Hiring Slowdown District-Wide (on-going)	2,000,000
Reduction in District-Wide Marketing	300,000
Reduction in District-Wide Travel/Conference	200,000
Reduction in Retiree Health Benefit Contributions from 3% to 2%	1,000,000
Available from Ending Balance for Categorical Programs to Protect Contract Employees	<u>500,000</u>
	\$ 11,822,888

2. The District had 1,510 unfunded FTES for 2009-10.
3. Categorical Programs suffered \$2.6 million in cuts.
4. State reduced workload measures by 1,280 FTES, 3.59% of prior-year base.

December 9, 2009
Midyear Budget Update

Budget Shortfall Forecast for Future Years

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
A) 2009-10 Budget Reduction (covered by one-time funds)	\$ 5,822,688	\$ 5,822,688	\$ 5,822,688
Estimated Mandatory Increase			
STRS	\$ -	\$ -	\$ -
PERS (1.59%, 3.19%, 4.79%)	\$ 684,000	\$ 1,372,000	\$ 2,060,000
	<u>\$ 6,506,688</u>	<u>\$ 7,194,688</u>	<u>\$ 7,882,688</u>
B) To Protect Categorical Contract Employees	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>
C) Negotiable Items			
Salary Increase			
CFE	\$ 400,000	\$ 400,000	\$ 400,000
CFCE/Classified (unfunded 09/10)	\$ 450,000	\$ 450,000	\$ 450,000
CCA	unknown	unknown	unknown
CDMA/Other	unknown	unknown	unknown
Health Benefits	\$ 600,000	\$ 1,200,000	\$ 1,800,000
Step & Column	<u>\$ 1,200,000</u>	<u>\$ 2,400,000</u>	<u>\$ 3,600,000</u>
	<u>\$ 2,650,000</u>	<u>\$ 4,450,000</u>	<u>\$ 6,250,000</u>
TOTAL SHORTFALL	<u>\$ 10,656,688</u>	<u>\$ 13,144,688</u>	<u>\$ 15,632,688</u>
CUMULATIVE SHORTFALL	<u>\$ 10,656,688</u>	<u>\$ 23,801,376</u>	<u>\$ 39,434,064</u>

Due to contractual salary increase obligations, regular step and column increases, increase in health benefits and PERS contributions, the district is facing \$10,656,688 budget shortfall for 2010/2011. We have been working with the District Budget Advisory Committee in discussing ways the District can garner the \$10.6 million to meet the deficit.

I have been also working with the employee groups since last summer in requesting the unions to negotiate possible salary rollback or employees' contribution to benefits as a way to avoid layoffs and other more painful measures to PT faculty, hourly employees, program/service reductions, and reduce faculty reassigned times; however, we have not been successful in reaching this goal. As of today, CFCE has not agreed to return to the negotiation table.

On the downsizing of district staff, we have eliminated 14 positions in classified and management positions. Fifty-six positions are slowdown using backfills.

Budget Mitigation Plans for Immediate Implementation

Savings Goal

1. ENDS Program to start immediately. If 5% of employees participate in this program, it will affect 71 positions providing \$6.0 million in savings. A maximum 7% of employee participation will effect 100 positions and will yield \$8.5 million savings. We will reevaluate every vacant position and determine the positions to be replaced for 2010-2011. \$ 4,000,000

December 9, 2009
Midyear Budget Update

5% Reduction		
Full Time Faculty & Counselors	24	\$2,539,200
Ed & Classified Administrators	7	919,800
Classified & Confidential	40	2,568,000
Total Salary & Statutory Fringe Benefits Savings @ 5%	71	\$6,027,000
7% Reduction		
Full Time Faculty & Counselors	29	\$3,597,200
Ed & Classified Administrators	9	1,314,000
Classified & Confidential	49	3,595,200
Total Salary & Statutory Fringe Benefits Savings @ 7%	100	\$8,506,400

- | | |
|---|--------------|
| 2. External Hiring Freeze | \$ 1,000,000 |
| 3. Reduce Summer 2010 class offering by another 50% from 2009 | \$ 1,500,000 |
| 4. Reduce selective faculty reassigned time starting spring 2010. (Savings for 2009-2010) | \$ 350,000 |
| 5. Freeze Non-Essential Purchase Orders | \$ 1,000,000 |
| 6. Reduce non-instructional hourly throughout the District | \$ 1,000,000 |
| 7. Continue working on managing FTES to avoid unfunded FTES | TBD |
| 8. Eliminate overtime except in emergencies due to health & safety and IT | TBD |

Budget Planning 2010/2011

The DBAC will continue to meet and discuss additional cost-savings measures. Let me assure you that in addition to all of the above mentioned, I have directed the District Executive Team to:

1. Scrutinize all expenditures.
2. Reevaluate and renegotiate all contracts to garner savings.
3. Change operational processes to increase efficiency and reduce waste.
4. Prioritize student needs.
5. Collaborate among three colleges and the district office to maximize economy of scale, student centeredness, and efficiency.
6. Rethink organizational structures to downsize.

I will provide more updates after the Governor's 2010/2011 budget on January 8, 2010.

DJC/pb

Special Meeting

Board of Trustees

Coast Community College District

District Board Room

December 16, 2009 3:30 p.m.

Minutes

A Special Meeting of the Board of Trustees of the Coast Community College District was held on December 16, 2009 in the Board Office at the District Office.

1. Call to Order

Board President Patterson called the meeting to order at 3:34 p.m.

2. Roll Call

Trustees Present: Mr. Patterson, Mr. Moreno, Mr. Howald (arrived at 3:38 p.m.),
Ms. Hornbuckle, and Dr. Prinsky

Trustees Absent: Student Trustee Robert Lane was excused from the meeting.

3. Opportunity for Public Comment

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

4. Convene to Closed Session

The meeting convened to Closed Session at 3:37 p.m. to discuss the following items:

- a. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8)
Property: Orange County Fairgrounds, 88 Fair Drive, Costa Mesa, CA 92626
Agency Negotiators: Jerry Patterson, Board President, and Ding-Jo H. Currie, Ph.D., Chancellor
Negotiating Parties: State of California, Department of General Services
Under Negotiation: Price and Terms of Payment
- b. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)
Agency Negotiators: Joseph N. Quarles, Ed.D., Vice Chancellor of Human Resources
Employee Organizations:
Coast Federation of Classified Employees (CFCE),

Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

- c. Public Employment (Pursuant to Government Code Section 54957 (b)(1))

Position: President, Orange Coast College

- d. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)

District Negotiators: Dr. Ding-Jo Currie, Chancellor and President, Board of Trustees
Unrepresented Employee: President, Orange Coast College

- e. Public Employment (Pursuant to Government Code Section 54957(b)(1))

Position: Interim President, Coastline Community College

- f. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)

District Negotiators: Dr. Ding-Jo Currie, Chancellor and President, Board of Trustees
Unrepresented Employee: Interim President, Coastline Community College

5. Report of Action from Closed Session (if any)

Board President Patterson announced that the Board voted unanimously to appoint Dr. Dennis Harkins as President, Orange Coast College and Dr. Marilyn Brock as Interim President, Coastline Community College.

Motion carried with the following vote:

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

Christian Teeter, Secretary of the Board, reported that on a motion by Dr. Prinsky and seconded by Mr. Howald, the Board voted unanimously to approve Memorandum's of Understanding with CDMA, CFE, CFCE, and Confidential employees regarding the ENDS Program.

Motion carried with the following vote:

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

Mr. Teeter further reported that on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle the Board voted unanimously to approve the Memorandum of Understanding with CFE concerning Spring Coaches.

Motion carried with the following vote:

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

Lastly, Mr. Teeter reported that on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle the Board voted unanimously to approve the Memorandum of Understanding with CFE regarding retired faculty returning as Part-time faculty.

Motion carried with the following vote:

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

6. Approval of Employment Agreement, President, Orange Coast College

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Employment Agreement with Dr. Dennis Harkins for the position of President, Orange Coast College.

Motion carried with the following vote:

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

7. Approval of Employment Agreement, Interim President, Coastline Community College

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Employment Agreement with Dr. Marilyn Brock as Interim President for Coastline Community College.

Motion carried with the following vote:

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

8. Elimination of "L" and "LL" Salary Schedules, and Elimination of Form Senior Educational Administrator Employment Agreement

It was moved by Mr. Moreno and seconded by Dr. Prinsky to eliminate the "L" and "LL" Salary Schedules and the Senior Educational Administrator Employment Agreement Form.

Motion carried with the following vote:

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

9. Adoption of Resolution # 09-50 Opposing the Sale of the Orange County Fair and Event Center and Authorizing the Board President and Chancellor to Seek Possibilities of Partnering with the City of Costa Mesa and County of Orange for the Purpose of Retaining the Educational, Recreational, and Cultural Benefits of the Orange County Fair and Events Center

It was moved by Dr. Prinsky and seconded by Mr. Howald to amend Resolution #09-50 to include additional state organizations and adopt the resolution with changes.

Motion carried with the following vote:

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

10. Approval of Joint Powers Agreement with County of Orange and City of Costa Mesa Regarding Purchase of the Orange County Fairgrounds

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky for approval of the Joint Powers Agreement with County of Orange and City of Costa Mesa regarding the purchase of the Orange County Fairgrounds.

Motion carried with the following vote:

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

11. Approval of Minutes: Special Meetings of December 10 and 11, 2009.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Special Meeting Minutes of December 10 and 11, 2009.

Motion carried with the following vote:

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

12. Chancellor's Report and Appointment of Acting Chancellor

Chancellor Currie expressed appreciation to Denise Whittaker, Interim President, Orange Coast College for a job well-done.

Chancellor Currie appointed C.M. Brahmbhatt as Acting Chancellor for the period of December 20, 2009 to January 3, 2010, and Dr. Joseph Quarles for the period of January 4-9, 2010 in her absence as she travels out of the country.

13. Authorization for Independent Contractor

It was moved by Mr. Howald and seconded by Dr. Prinsky to authorize the Independent Contractor Agreement for Norm Traub and Associates, under the direction of General Counsel, to conduct an investigation requiring specialized skills, of student allegations of harassment.

Motion carried with the following vote:

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

14. Adjournment

There being no further business, Mr. Moreno moved that the meeting be adjourned and wished everyone a Happy Holiday. Mr. Howald seconded the motion.

Motion carried with the following vote:

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

The meeting was adjourned at 4:34 p.m.

Secretary of the Board of Trustees

This Memorandum of Understanding (MOU) is made and entered into this day of _____, by and between Fairview Developmental Center, hereinafter called AGENCY and the Coast Community College District (Coastline Community College - hereinafter called COLLEGE).

The following abbreviations will be used throughout the document: ID Team (Interdisciplinary Team); CDE (California Department of Education); DDL Instructor Coordinator (Developmentally Delayed Learner Instructor Coordinator); and SEC (Student Educational Contract).

The following defines the roles of the staff positions referred to throughout the document: DDL Instructor Coordinator is the individual at the COLLEGE directly responsible for the programs at the AGENCY and is the primary contact between the COLLEGE and the AGENCY; Director of CPS is the Program Director for Central Program Services at the AGENCY and is responsible for the overall education and training program at the AGENCY; Program Director is the manager of a residential program at the AGENCY and is responsible for all aspects and residents of assigned program; Program Assistant is the assistant Director of a residential program at the AGENCY and assists the Program Director in managing the program; AGENCY Liaison is the Program Assistant assigned to Central Program Services who is responsible for adult habilitation and training at the AGENCY and is the primary point of contact between the AGENCY and COLLEGE when relaying general information between AGENCY and COLLEGE; AGENCY Unit Supervisor is the person responsible for the management of individual residential units; AGENCY Shift Lead is the individual directly responsible for the residential unit at the time they are on duty; and IPC is the Individual Program Coordinator who is responsible for tracking Individual Program Plans/Individual Education Plans.

WITNESSETH:

WHEREAS, the COLLEGE will provide educational services to individuals only on the basis of need as determined by the interdisciplinary team (ID Team).

WHEREAS, the AGENCY will provide all other services as previously deemed appropriate by the ID Team which may include, but are not limited to medical therapy (occupational, physical music, art, recreational, speech, and audiology), self-help skills, vocational training, behavior training and medical development. Evaluation and treatment are to be provided by AGENCY in all determined areas of need.

WHEREAS, the COLLEGE is willing to follow all pertinent CDE guidelines; Title 5 Regulations; collective bargaining agreements; AGENCY and COLLEGE policy and procedures; and other applicable laws or contracts to the best of its capabilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. PURPOSE OF MOU

The purpose of this cooperative MOU is to establish the terms and conditions between the AGENCY and COLLEGE with intent to provide direction for the exchange of information, delivery of service, and solutions for typical and atypical concerns and situations.

II. PERIOD OF MOU

This cooperative MOU shall be effective from _____ and shall terminate on _____ and be subject to termination by either party upon 90 days advance written notice to the other party.

III. Program and Class Offerings

It will be the responsibility of COLLEGE to determine the overall number of class sections offered each semester at AGENCY. The size of the program at AGENCY will be based on funding and student numbers. COLLEGE will furnish each AGENCY Program Director, including the Director of CPS and the AGENCY Liaison, with a complete copy of the COLLEGE Schedule of Classes and a copy of the classes to be conducted at the AGENCY and a list of Coastline's DDL Program Special Education curricula, as approved by the Coast Community College District and the California Community College's State Chancellor's office. The COLLEGE will furnish each AGENCY Program Director and DTAC Coordinator with program-specific rosters including information about any requested or suggested per client fee for materials and/or reinforcers. The COLLEGE will furnish the Director of CPS and the AGENCY Liaison with a complete roster for all classes held at the AGENCY. Information will include the name of the class, name of the instructor, names of the instructional aides, location, time and day's class will be held. This will be delivered at least forty-five days prior to the start of each semester's registration period. Final decision on class schedule at AGENCY remains with COLLEGE, but will require an affirmative recommendation of approval from the AGENCY Program Directors/designees. A class will not begin at AGENCY without this affirmative recommendation. AGENCY will notify COLLEGE twenty-one days in advance of the new semester of any required or requested changes to the proposed schedule. AGENCY will return rosters to COLLEGE and COLLEGE will use information to enroll students.

The actual schedule of instruction for each semester will be developed by COLLEGE in consultation with the AGENCY Program Directors/designees and AGENCY Liaison. Considerations will include:

1. The needs and preferences of the students as assessed and reported by the AGENCY ID Teams.

2. The absence of time conflicts with other scheduled activities that would preclude student attendance.
3. The availability of COLLEGE instructors and COLLEGE funding.
4. The availability of assigned AGENCY staff to provide assistance in translocation and facilitating student participation in class.
 - a. COLLEGE staff is not responsible for transporting students to the class site unless translocation is a designated and approved part of the class objective.
 - b. At least one AGENCY staff member will be assigned to each COLLEGE class occurring on campus unless the class is an Extended Opportunities class or unless otherwise designated.
5. The availability of an appropriate and consistent meeting place for the class.
6. Adherence to AGENCY and COLLEGE clinical practice standards.

IV. Student Enrollment

Successful student enrollment will require cooperation between AGENCY and COLLEGE.

1. It will be the responsibility of the AGENCY Program Director/designee and the ID team to make recommendations for a student's enrollment in a COLLEGE class based upon assessment of need.
2. It will be the responsibility of the COLLEGE to provide the AGENCY Program Assistant with all required forms for completion.
3. It will be the responsibility of the AGENCY Program Assistant to ensure that COLLEGE enrollment forms are completed and submitted for each student enrolled in a COLLEGE class.
4. It will be the responsibility of the AGENCY Program Assistant to ensure that COLLEGE is provided with necessary signed documentation (form provided by COLLEGE) for verification of disability and degree of disability at the time of new student enrollment.
5. It will be the responsibility of COLLEGE to monitor student enrollment in classes with COLLEGE reserving the right to deny enrollment to a student in a course for the following reasons:
 - a. The student is extremely disruptive to the class environment.
 - b. The student fails to make measurable progress in the class.

6. COLLEGE will provide the AGENCY Liaison and the Director of Central Program Services with the names of all students who reside in the community and attend classes at AGENCY. COLLEGE will maintain a file of emergency contact information for these students. AGENCY will contact COLLEGE in the event that an emergency contact must be notified.

V. Supplies

AGENCY will make every attempt to provide COLLEGE instructors with the necessary approved consumable instructional supplies and/or funds to purchase such supplies. Negotiations for additional money/supplies can be undertaken with the AGENCY Program Director/designee. COLLEGE will provide student assessment instruments, durable instructional supplies and equipment.

1. It will be the responsibility of COLLEGE to include pertinent information about requested or suggested per client fee for materials and/or reinforcers with the rosters so that appropriate funding can be approved or denied by AGENCY.
2. It will be the responsibility of COLLEGE instructors to complete necessary paperwork for submission to AGENCY Program Director/designee for approval in order to secure class fees/materials.
3. It will be the responsibility of the AGENCY Program Director/designee to determine funding source for class fee and approve funding.

VI. Student Records

A Student Education Contract (SEC) will be developed and provided for inclusion at the student's annual ID Team meeting on forms provided by COLLEGE.

1. It will be the responsibility of AGENCY Program Assistant/designee to notify DDL Instructor Coordinator a minimum of six weeks in advance of each student's scheduled ID Team meeting so that COLLEGE can arrange for instructor input/participation in the meeting by providing a current copy of the SEC.
2. It will be the responsibility of COLLEGE instructors to prepare and submit an SEC for each enrolled student during the summer session and to update them as needed.
 - a. A copy of the initial SEC will be submitted to the AGENCY Program Director/designee within 45 days of enrollment in the class.
 - b. A copy of the finalized SEC will be submitted to the AGENCY Program Director/designee within 30 days after the end of the spring semester.
 - c. Originals will be maintained by COLLEGE.

3. It will be the responsibility of the COLLEGE instructor to contact the AGENCY Shift Lead and COLLEGE DDL Instructor Coordinator immediately should anything of note occur in class.
4. It will be the responsibility of the AGENCY Shift Lead to document any information of note conveyed to them about a student in that student's permanent record and bring it to the attention of the Unit Supervisor, Program Director and other AGENCY staff per AGENCY Policy and Procedure.
5. It will be the responsibility of AGENCY Program Assistant/Designee to ensure that a current copy of each student's Risk Assessment Summary, Approaches and Strategies information page, and Behavior Plans are provided to the DDL Instructor Coordinator.
6. It will be the responsibility of the DDL Instructor Coordinator to distribute all provided documentation for each enrolled student to COLLEGE Instructors.
7. It will be the responsibility of the COLLEGE instructor to maintain a file of information for each student that includes the current Risk Assessment Summary, Approaches and Strategies and Behavior Plans.
8. It will be the responsibility of the AGENCY to complete any and all AGENCY forms (incident reports, restraint sheets, etc.). The COLLEGE instructor may provide input, but cannot document in the student's official AGENCY record, complete AGENCY forms or sign AGENCY documents.

VII. Staffing

Mindful of individual program needs, it will be the responsibility of the COLLEGE to secure and assign all instructors to COLLEGE classes at AGENCY. Steps will be taken to avoid a conflict of interest in cases where an individual is employed by both COLLEGE and AGENCY.

1. It will be the responsibility of COLLEGE to complete the initial screening of all prospective instructors and instructional aides.
2. Those persons who possess requisite qualifications will be scheduled for an interview conducted by the COLLEGE DDL Instructor Coordinator, the AGENCY Liaison, and others as needed.
3. The final decision to hire an instructor or assistant remains with COLLEGE; however, all instructors and instructional aides must successfully complete the AGENCY fingerprinting process/background clearance and TB test, provided by the AGENCY, before being placed at AGENCY. This requirement will be waived for COLLEGE employees who are also AGENCY staff members as they already have met these criteria for hire at AGENCY.

4. It will be the responsibility of COLLEGE to provide at least one instructional aide to work under the supervision of the COLLEGE instructor in each COLLEGE class.
5. It will be the responsibility of AGENCY to assign additional staff to assist in the translocation and participation of students in the COLLEGE classes as needed.
6. AGENCY staff that is also COLLEGE employees will be assigned to COLLEGE classes in programs other than the program in which they are employees at AGENCY.
7. COLLEGE employees who are also AGENCY staff members are responsible to adhere to the AGENCY Policy on Conflict of Interest and Incompatible Activities (Attachment A). Failure to do so may result in corrective/disciplinary action.
8. It will be the responsibility of COLLEGE to provide new employee orientation and an employee handbook for COLLEGE instructors and instructional aides. COLLEGE instructors and instructional aides who work at the AGENCY will be required to receive mandatory training provided by AGENCY or COLLEGE. Training will include: Universal Precaution, Infection Control, and Prevention of Client Abuse.
9. It will be the responsibility of COLLEGE to provide periodic evaluations of COLLEGE instructors.

Individual instructor and assistant assignments will be based upon the following criteria:

1. Program needs and recommendations.
2. Professional expertise.
3. Student input.
4. Instructor/instructional aides proven ability to maintain assigned schedules and to follow COLLEGE and AGENCY Policies and Procedures.

COLLEGE is responsible for the supervision and management of all COLLEGE employees. Issues of misconduct or similar will be dealt with promptly by COLLEGE in compliance with policy, procedure and collective bargaining unit MOUs.

AGENCY is responsible for the supervision and management of all AGENCY staff members. Issues of misconduct or similar will be dealt with promptly by AGENCY in compliance with policy, procedure, and collective bargaining unit MOUs.

It is the responsibilities of both parties to communicate any issues related to staff promptly so that the issues can be dealt with immediately.

VIII. Class Cancellations

In the case of class cancellation initiated by the instructor, the following notification procedure will be followed:

1. Instructor will contact the DDL Instructor Coordinator to report that the class is cancelled.
2. Instructor will contact the COLLEGE instructional aide assigned to the class to report that the class is cancelled.
3. Instructor will contact the Shift Lead and Program Assistant for each residence affected and notifies them of the class cancellation.

In the case of class cancellation initiated by AGENCY, the following notification procedure will be followed:

1. AGENCY Program Assistant/designee will contact the COLLEGE DDL Instructor Coordinator and AGENCY Shift Lead to notify him/her that the class is cancelled.
2. COLLEGE DDL Instructor Coordinator will contact the instructor and aides to notify them that the class has been cancelled.

Every attempt is to be made by AGENCY and COLLEGE to make notifications at least 24 hours in advance. In emergency situations or in the event of unexpected illness, contact is to be made as soon as possible.

IX. Additional Support Services

AGENCY will make every effort to supply necessary bus transportation for those COLLEGE classes that include community based instruction or field trips. AGENCY policy and procedure related to off grounds trips will be followed by COLLEGE staff. (Attachment B)

1. It will be the responsibility of AGENCY to verify that the bus drivers assigned are appropriately licensed, qualified individuals.
2. It will be the responsibility of the COLLEGE staff to complete the required paperwork (Trip Sheet) prior to leaving campus with AGENCY students.
3. It will be the responsibility of COLLEGE to have appropriate student information in their possession when leaving AGENCY grounds with students.
4. It will be the responsibility of COLLEGE to assist the students on to the bus.
5. It will be the responsibility of the AGENCY Bus Driver to secure any students in wheelchairs and to review bus safety information prior to departure.

X. Program Monitor, Review, and Evaluation

The quality of the program can best be maintained and improved with the cooperation of COLLEGE and AGENCY. COLLEGE will directly monitor all services and related services provided as identified in the Student Educational Contract for each client attending a COLLEGE class.

COLLEGE and AGENCY will provide necessary staff to assume responsibility for:

1. The development/sharing of appropriate policies and procedures to ensure a safe, quality educational program for the students.
2. Curriculum review and development.
3. Maintaining open communication.
4. Evaluation of COLLEGE instructors
 - a. New instructors will be evaluated during their first semester of employment.
 - b. All instructors will be evaluated in accordance with COLLEGE requirements.
 - c. Evaluations will be conducted by a certified member of the COLLEGE staff.
5. Orientation and training to instructors and instructional aides.
6. Adherence to program evaluation and data collection procedures as agreed upon.

AGENCY will assume responsibility for:

1. Monitoring and observing classroom activities in COLLEGE classes including the reporting of any concerns/problems to COLLEGE immediately. (IPC minimum of twice per year, Program Management as needed/desired)
2. Providing COLLEGE with necessary current documentation for student classroom files.
3. Participation in semi-annual advisory board meetings to be hosted by AGENCY in October and COLLEGE in April. (AGENCY Liaison and Program Director/designee)
4. Assistance in interviewing/ screening of new instructors and review of COLLEGE hiring practice. (AGENCY Liaison)

5. Assistance, when requested, in the review and update of the COLLEGE/AGENCY Special Education Faculty Manual and Instructional Aide Manual. (AGENCY Liaison)
6. Assistance in the development and/or implementation of appropriate training to address program needs. (AGENCY Liaison)
7. Adherence to program evaluation and data collection procedures as agreed upon.

XI. Residence Staff Responsibilities

A minimum of one residence staff familiar with the students in the class will be present throughout each class session, unless the class is an Extended Opportunities Class.

1. Preparation of students for class by making sure they are clean and appropriately dressed for the activities of the class. At the request of the COLLEGE instructor, the AGENCY Unit Supervisor will coordinate the delivery of clothing items or other items required to sustain proper health and hygiene to COLLEGE class.
2. Translocation of students to and from the class location in a timely manner.
3. Custodial care and implementation of behavior plans during class time.
4. Assisting students in class participation.
5. Taking on the lead role in emergency (behavioral, medical, environmental) situations in relation to following of AGENCY Policy and Procedure.
6. Advising the AGENCY Program Assistant of any unreported instructor absence so that the Program Assistant can notify the COLLEGE DDL Instructor Coordinator.

XII. Coastline Instructor Responsibility

1. Evaluation of student attire upon arrival to class for appropriateness. If student is not dressed appropriately or is unkempt the instructor will notify the AGENCY US/designee immediately so that the situation can be resolved prior to the start of class.
2. Development and implementation of the SEC and progress reports (on the SEC at the end of the Spring semester) for each of the students in the class.
3. Conducting class on the assigned days at the assigned times including beginning and ending class at the designated time.
4. Supervision of COLLEGE instructional aides and directing volunteers and AGENCY staff in the implementation of learning activities.
5. Requesting of funds for supplies and snack items.

6. Communication of issues related to AGENCY staff to the AGENCY Program Assistant and COLLEGE DDL Instructor Coordinator immediately.
7. Communication of issues related to students to the AGENCY Shift Lead and DDL Department Chair immediately.
8. Ensure the safety of the students at all times during class.
9. Maintenance of a student file for each student enrolled in class that includes current, pertinent documentation (Risk Assessment Summary, Approaches and Strategies, Behavior Plans and SEC).

XIII. Behavior Management Services

Individuals with developmental disabilities may require behavior management services because they exhibit maladaptive behaviors which inhibit their continuing growth and development; physically endanger themselves or others; and/or preclude their residing in less restrictive environment. Corporal punishment is not considered an acceptable means of managing behavior. AGENCY and COLLEGE will work in conjunction to ensure that students' approved plans for behavioral intervention and AGENCY policy and procedures (Attachment C) related to behavior management are being followed during attendance in COLLEGE classes.

Behavior management services are based on the functional analysis, evaluation, discussion, and recommendation of individual's interdisciplinary team and emphasize the development of desirable behaviors. Behavior management services are incorporated into the individual's habilitation and vocational plan and employ the least intrusive, most effective methodology and/or intervention. Special interventions will always include a positive behavior management component. Special attention is given to protecting the rights of individuals who require behavior management services and are developed with their input where possible.

AGENCY and COLLEGE will provide or obtain for all individuals served, and their families, such behavior management services as may be required to develop constructive, adaptive behaviors.

Behavior management services will be:

1. Directed toward maximizing the growth and development of the individual by incorporating a hierarchy of available methods/techniques, which emphasize positive approaches.
2. Designed to channel the behavior into similar but appropriate expression, and/or teach circumstances under which the behavior can be exhibited appropriately.
3. Developed with the participation, as appropriate, of the individual and his/her family.

4. Designed to employ the least intrusive intervention, which will provide the desired result, and ultimately lead to even less intrusive methodology.

In behavior management programming, the use of positive reinforcement will be encouraged. When maladaptive behavior cannot be extinguished with positive training, it is the policy of AGENCY and COLLEGE to manage or eliminate undesirable behaviors by the least restrictive methods possible. All students enrolled in a COLLEGE class are required to conform to the COLLEGE Student Code of Conduct as printed in the COLLEGE catalog and can be accessed at <http://www.coastline.edu>. If it is determined that a student is not appropriate for enrollment in a class due to behavioral or other issues related to the code of conduct (issues may include: lack of progress, inability to meet entrance criteria, attendance/tardiness, lack of interest) the student may be dropped from the class. Positive procedures can be implemented as part of a student's current SEC or behavior plans without AGENCY review.

Non-restrictive interventions are those in which the individual complies with onset and termination of an intervention based on a staff request and must always coexist with positive reinforcement programs. These interventions do not require AGENCY Behavior Management Committee or AGENCY Human Rights Committee review and are characterized by compliance with other interventions that do not involve special behavior interventions.

Examples of non-restrictive methods that may be used are:

1. Reinforcement of Adaptive Behaviors
2. Reinforcement of Incompatible Behaviors
3. Restructuring the Environment for Success
4. Self Management
5. Token Economy
6. Verbal Redirection
7. Ignoring (Extinction)
8. Simple Correction/Restitution (verbal request)
9. Reinforcement Token

Restrictive Behavior Intervention (RBI) is only utilized when nonrestrictive positive interventions have not been successful to shape desired behavior. Behavior Interventions are used only as a component of a positive behavior program. Some examples include, but are not limited to the following RBI's:

1. mechanical restraints
2. physical restraints
3. Contingent exclusion from activity (CEA)

For students whose behavior management program requires an RBI, review and approval by the AGENCY Behavior Management Committee and the AGENCY Human Rights Committee is required as is the approval of AGENCY's Executive

Director/designee prior to these interventions being employed. Additionally, informed consent is required. The focus is on ensuring the clients' rights are protected and that the least intrusive measures for behavior management are utilized prior to implementation.

In the event that an RBI becomes necessary during the course of a COLLEGE class, the AGENCY employee assigned to the class will take the lead on implementing the students approved behavior plan.

In the event of a behavior emergency, AGENCY staff assigned to the room will take the lead and the Behavior Crises Response Procedure will be initiated (Attachment D).

It is the responsibility of all staff present to ensure the safety of the students in the class at all times.

IV. Treatment of Clients

COLLEGE and AGENCY recognize that students must be treated with dignity and respect at all times.

1. COLLEGE will provide all new instructors and aides with training on AGENCY Policy and Procedures related to Treatment of Clients and Clients Rights (Attachment E).
2. AGENCY will offer annual update training related to treatment of clients for all COLLEGE staff members providing direct services to Fairview clients.
3. Updated information and training opportunities will be communicated by the AGENCY Liaison to COLLEGE DDL Instructor Coordinator who will disseminate all pertinent information received from AGENCY to COLLEGE instructors and instructional aides that teach at AGENCY.

XV. Client Injury/Illness/Abuse

The health and well being of the students is of the utmost importance at all times. COLLEGE and AGENCY are committed to protecting the health and well being of the students.

1. If a student comes into contact with a communicable disease while attending COLLEGE class, COLLEGE will notify AGENCY Program Director and DDL Instructor Coordinator within 24 hours.
 - a. AGENCY Program Director/Unit Supervisor alerts Public Health to investigate the communicable disease and follow all necessary precautions.
2. If a student arrives at COLLEGE with bruises or minor injuries, the instructor notifies the AGENCY US/designee and DDL Instructor Coordinator immediately.

- a. AGENCY Unit Supervisor verifies injury is known/documented or investigates cause of unknown injury per AGENCY Policy/Procedure.
3. If a student sustains bruises/minor injuries while attending COLLEGE class, COLLEGE instructor notifies AGENCY Unit Supervisor/designee and COLLEGE DDL Instructor Coordinator immediately.
 - a. AGENCY Unit Supervisor/designee completes AGENCY Incident Report per AGENCY Policy/Procedure.
4. If an emergency (missing person, medical emergency, fire) occurs during COLLEGE class, AGENCY staff will take the lead and AGENCY policy/procedure will be employed (Attachment F).
 - a. If AGENCY staff is not present, COLLEGE staff will notify AGENCY as soon as possible via AGENCY Operator. Immediately following this, COLLEGE staff will notify the DDL Instructor Coordinator.
 - b. AGENCY Operator will take appropriate action per AGENCY Policy/Procedure and then contact AGENCY Program Director.
 - c. AGENCY Program Director will ensure that AGENCY Policy and Procedure is followed.
 - d. If AGENCY Program Director is not reachable the AGENCY Clinical Director and then the AGENCY Executive Director will be next in line for contact by the AGENCY Operator.
5. If an allegation of abuse is made or reported during a COLLEGE class, regardless of if it is against AGENCY or COLLEGE staff, it must be reported immediately per AGENCY Policy/Procedure (Attachment E).
 - a. Student or staff member are to call "888" immediately to report via the abuse hotline.
 - b. COLLEGE instructor is to contact AGENCY Program Director and DDL Instructor Coordinator immediately.
 - c. AGENCY staff is to follow AGENCY policy and initiate Incident Report Immediately.
 - d. AGENCY Program Director will ensure that AGENCY Policy/Procedure is followed.
 - e. If allegation is against COLLEGE staff, COLLEGE instructor is to contact DDL Instructor Coordinator immediately.

- f. Staff accused of abuse will be removed from client contact while investigation is completed.
- g. DDL Instructor Coordinator will submit a report to the PD and COLLEGE Dean immediately.

IV. Communication List

(Please see Attachment G)

X. Additional Provisions

1. I.D. BADGES, KEYS, PARKING PERMIT AND OTHER NEEDS

- The AGENCY will issue identification badges, keys, parking permits and safety devices/protective equipment as needed. The COLLEGE will insure the adherence to the AGENCY'S policies and procedures with regard to the use and proper display of these items. These items will be returned to the AGENCY per its policy & procedure.

2. MEDICAL AID

- The COLLEGE shall provide first aid treatment to Instructors/Instructional Aides under the COLLEGE directives.

COLLEGE INSURANCE REQUIREMENTS & INDEMNIFICATION

The COLLEGE shall secure and maintain no less than set forth below, adequate to protect it from claims, which may arise from the performance of this MOU.

- a. Comprehensive General Liability Insurance (including Bodily Injury Liability, Property Damage Liability, and Contractual Liability) with a combined limit of One Million Dollars (\$1,000,000).
- b. Malpractice Liability Insurance for Instructors and Employees in an amount not less than One Million Dollars (\$1,000,000) per incident with a Three Million Dollars (\$3,000,000) annual aggregate.
- c. Workers Compensation Insurance for Instructors and students in accordance with the Workers Compensation Laws of California.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims from injury or damages arising out of the performance of this MOU. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

These insurance policies shall provide that the insurance company will not cancel or materially modify the COLLEGE policies without giving the AGENCY thirty (30) days advance written notice.

The COLLEGE shall furnish Certificates of Insurance to the AGENCY verifying the insurance described above and shall name the AGENCY as an additional insured and/or certificate holder.

NON-DISCRIMINATION

Neither party hereto shall discriminate against any person by reason of age (over 40), sex, race, color, religious creed, national origin, ancestry, physical disability (including HIV & AIDS), mental disability, medical condition (cancer), or marital status in the clinical training offered pursuant to this agreement, except as provided for in California Government Code Section 12940.

COMPLIANCE

The COLLEGE and its instructors will be in compliance with all federal, state and HIPAA regulations. (Attachment H)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the day and year first above written.

AGENCY
Fairview Developmental Center
District
2501 Harbor Blvd.
Costa Mesa, Ca 92626

COLLEGE
Coast Community College

By: _____
William Wilson
Executive Director

By: _____
President, Board of Trustees

Date

By: _____
Dwayne LaFon
Clinical Director

By: _____
Yi-Ru Sethanvanish
Administrative Services Director

SECTION 6 ADMINISTRATIVE SERVICES

6.6 PERSONNEL SERVICES

6.6.6 INCOMPATIBLE ACTIVITIES

2.

- No employee may seek or receive any gratuity or gifts (including meals, lodging, services, entertainment or anything else of value) from, nor seek or receive personal loans from, nor purchase any property or services at special discount from, any organization, firm, corporation or person 1) which is subject to regulations, inspection, supervision, licensing, certification, or audit by the Department or 2) which has financial dealings with the Department.
- No employee may receive or accept money or other consideration from anyone, other than the State, for the performance of an act which the employee would be required or expected to render in the regular course of hours of State employment or as a part of the duties as an employee of the Department. (See Policy Gifts To Employees)
- Favors are to be refused. All gifts received are to be returned unless they are items of no real value which are mass distributed by firms. The return of these gifts can be at the expense of the Department, through it's mailroom, and can include any insurance needed. Perishables of value may be given to a charity, and the person who sent the gift informed of this action. (Employees are to report to their supervisors immediately any attempt to influence favorable action in exchange for favors or gifts.)
- No employee may engage in partisan political activity which is prohibited by the Federal Hatch Act or applicable state statutes. It is the duty of each employee to become familiar with permitted and prohibited activities under the Federal Act and state statutes.

The following types of activities or outside employment require a written determination that such outside employment or activity is not inconsistent, incompatible, in conflict with or inimical to the employee's duties:

- Outside employment for an organization that is supported by funds approved or administered by the employee's division.
- Provisions of consultation or service by an employee licensed in one of the healing arts to any patient, resident or client of a Department facility or program before one year after the day of the last discharge from such facility or the last termination from such program.
- Performance of an act (other than in his/her capacity as an employee of the state) by an employee when he/she knows, or has reason to know, that such act may later be subject, directly or indirectly, to control, inspection, review, audit or enforcement by that employee or by his/her division.
- Acting as private consultant for any person to whom the Department or any local agency under the supervision of the Department refers clients.

SECTION 6 ADMINISTRATIVE SERVICES

6.6 PERSONNEL SERVICES

6.6.6 INCOMPATIBLE ACTIVITIES

3.

- Owning or being a partner in or acting as an officer, or a board member of, or as a consultant or contractor to, or having any financial interest in any business institution, or any agency which 1) he/she knows or suspects is subject to regulation, inspection, supervision, licensing, certification or audit by the Department or by any local agency under the supervision of the Department; or 2) has financial dealing with the Department. Such businesses include, but are not limited to, nursing homes, residential and intermediate care homes, proprietary hospitals, ambulance services, drugstores, pharmacies, clinics and clinical laboratories.

Questions regarding a determination of incompatibility are directed to Departmental Headquarters via the Personnel Director.

Restrictions on State Employees and Employment with State Contractors

State law prohibits state employees from contracting with any state agency and also prohibits any employee from being employed by a state contractor.

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.

In addition, certain "former" state employees may be prohibited from contracting with the state.

- (a) No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply to a person only during the two-year period beginning on the date the person left state employment.
- (b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. This prohibition shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service.

FAIRVIEW DEVELOPMENTAL CENTER
POLICY MANUAL

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.5 CLIENT'S SAFETY

5.5.3 SUPERVISION OF CLIENTS

Clients of the Center are encouraged to exercise the highest level of personal autonomy that is consistent with their capacity to understand the risks and consequences of their choices. They have a right to exercise as much independence as possible while at the same time the Center has a responsibility to protect them from harm and unsafe conditions.

The interdisciplinary team (IDT) for each individual assesses the person's overall need for supervision within the residence and, in different environments, based on the individual's strengths and their identified needs/problems. At all times, staff provide the necessary supervision required to ensure the health, safety and well being of clients. The safety and well being of clients is of primary importance. Sufficient staff shall be assigned, on duty, and alert to the clients at all times. Staff are to be assigned so that reasonable stability is maintained, with specific personnel assigned responsibility for carrying out the client's IPP. Staff are to account for the location of assigned clients at all times, provide supervision consistent with individual client needs, and implement identified strategies to provide risk management/client protection.

General Supervision is provided through established staffing patterns and routines for a particular service area and is normally no greater than for anyone else in the same area. Clients with general supervision have assigned staff who maintain a visual observation or make periodic checks/contacts in order to provide assistance or guidance, as needed, while individuals engage in day activities.

Occasionally, for a short period time, in order to assure a client's health or safety it may be determined that an individual requires an increased level of supervision. During these periods of time, Enhanced Supervision is provided. Based on the ID Team assessment, Enhanced Supervision may be provided for specific activities, locations, shifts, hours, etc. or as needed. Levels of Enhanced Supervision may included, but are not limited to the following:

- **Increased Rounds/Heightened Supervision:** The staff in the area must know where the person is at all times, provide visual observation and check the status of the person within short time intervals (not greater than every 15 minutes), and be able to intervene as needed.
- **Close Supervision:** An assigned staff member must remain within 25 feet of the person, provide sustained visual observation and status check of the person except for infrequent, short time intervals not greater than 5 minutes, and be able to intervene as needed within 10 seconds.
- **Proximate Supervision:** An assigned 1:1 staff person must remain within a short distance of the person (not greater than 15 feet), visually observe and check the status of the person continuously, and be able to intervene as needed within 5 seconds.
- **One to One Supervision:** An assigned 1:1 staff person must remain within three feet of the person, visually observe and check the status of the person continuously and be able to intervene immediately as needed.

In cases where the ID Team identifies that Enhanced Supervision may be needed on an ongoing, long term basis (e.g. more than 30 days), the Unit Supervisor will consult with the Program Director, presenting the rationale for the recommendation. The decision for authorization and implementation of ongoing Enhanced Supervision rests with the Program Director.

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.5 CLIENT'S SAFETY

5.5.3 SUPERVISION OF CLIENTS (cont)

2.

When an individual is provided Enhanced Supervision on a long-term basis, the IPP will outline:

- the type of enhancement needed and the conditions and/or locations under which enhanced supervision will be provided;
- the changes to Approaches and Strategies and associated behavior and/or health plans (including data collection) that identifies the expanded interaction, activities, programs;
- training opportunities to be implemented by the staff providing enhanced supervision;
- strategy for reducing the level of supervision needed

Any ongoing need for Enhanced Supervision is to be reviewed by the team (including the team's evaluation of the effectiveness of the enhanced supervision and progress toward fading) and documented in the ID Notes monthly. Consideration of reducing the level of enhanced supervision is to be included in the Annual IPP and Semi-annual Progress Review.

An integral part of supervision is to assist the client in learning those behaviors and/or skills which will enable him/her to function independently. Staff supervision and assistance is to be provided with sensitivity to being appropriate role models; in keeping with socially acceptable norms and respect for personal preferences of the individual being served.

The IDT assists clients to enhance independence skills by developing program plans as needed to increase awareness and skill in identifying environmental risks, both on and off campus. In an effort to support an individual's right to access their living environment independently and safely, residences within the facility may have an electromagnetic device (Code Alert) installed on exit doors which locks and unlocks the door automatically. This device enables the Center to protect clients who may try to leave the residence unsupervised which could place them at risk while affording their peers the opportunity to access their living environment freely.

Clients who are sedated shall always have licensed staff in immediate attendance. Clients using a tub or pedestal bath shall always have staff in immediate attendance. To ensure the health and safety of all clients, during night hours (2100-0630), clients are checked at a minimum of every 30 minutes.

Non-employees, such as volunteers, relatives and friends of the family, may escort clients of the Center off-grounds to outings/visits provided that the individual's IDT has considered the pertinent circumstances, including the client's condition, the ability of the third party to cope with the individual, the obtaining of needed permissions (i.e., the committing court, if any, the parents, guardian, conservator, if appropriate, etc.) and the appropriateness of the visit in terms of the individual's over-all treatment program. Under no circumstances can a volunteer operate a State-owned vehicle or a privately owned vehicle, with a client as passenger, without authorization from the Coordinator of Volunteer Services and the Program Director or their designee.

Volunteers, relatives and friends of the family may assist in escorting groups of clients to off-campus activities, however, there must always be a staff member in attendance who is responsible for the group.

All personnel are responsible for the whereabouts of the individuals who reside in their Program at all times. An individual is considered missing when he/she cannot be accounted for by the staff person responsible for his/her whereabouts.

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.5 CLIENT'S SAFETY

5.5.3 SUPERVISION OF CLIENTS (cont)

3.

Procedures associated with searching for a missing person, client access, off-campus activities, and bathing clients are outlined in the Clinical Services-Residential Section of the facility Procedure Manual. Code Alert is also referenced in the Behavior Management Services Manual. Additional procedures on bathing residents are outlined in the Health Care/Nursing Procedures Manual.

###

Authority Source and Associated Procedures

FDC	DDS	DCD	F42/HOSP	F42/ICF	F42/SNF	S22/ICF	S22/SNF	W/I	Proc.
.	12602-	113	.	483.430(e)	483.75(o)	.	.	6500.1	CSR
.	12605	411	.	483.470(h)(1)	.	.	.	.	NP

FAIRVIEW DEVELOPMENTAL CENTER

PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES

OUTING SAFETY

Program Directors are responsible for determining and ensuring that special precautions are taken to provide for each individual's safety during transportation and while at the outing site. Each outing shall be planned to include the following minimum standards:

The participant/staff ratio is appropriate and adequate to the type of individuals and anticipated hazards of the outings.

- Volunteers may be used as escorts, but shall not be placed in charge of the group.
- There must be at least one female escort with a participant group that includes a female.

When vehicle transportation is used, a qualified and properly licensed operator shall drive the vehicle.

There must be a sufficient number of staff riding in the vehicle to provide adequate supervision at all times during transport.

Basic First Aid supplies must be available for use as needed.

Provisions are made for finding someone who is lost which include:

- ▶ Conducting a search of the immediate area.
- ▶ Close supervision of remaining individuals.
- ▶ When appropriate, prompt notification of local community authorities who can aid in the search.
- ▶ Notification of Program Director.
- ▶ At least one staff member shall remain in the area if the lost person is not located by the time others return to the facility.

Unusual incidents occurring during the outing shall be reported by telephone to the Program Director as soon as possible by the person in charge of the activity. (Incidents to be reported are: Serious injury to any participant; injury to members of the public if a member of the group activity is involved; late return to the facility/any incident which might reflect adversely on Fairview.)

OFF-CAMPUS ACTIVITY

Whenever possible, individuals should be encouraged and assisted to use resources in the community to promote interactions with people; to provide opportunities to make more choices/options for life experiences, and to provide for personal enjoyment and life satisfaction.

Off campus activities will be requested and approved by the Program Director/designee utilizing the "Off-Campus Trip Sheet" (See Attachment A - Form FVW 208). All staff and clients are required to have the Program Director's/designee approval prior to participating in an off-campus activity. The trip sheet shall include the exact location of the outing and the scheduled time of return.

One employee shall be designated as the Trip Leader in charge of the trip and shall ensure that all participants are positively identified both on departure and return from the trip.

Responsibility

Action

Trip Coordinator:

- Prepares the trip plans based on client choices, needs and identified interests.
- Communicates the information regarding the trip with the shift lead/designee.
- Ensures the following considerations:
 - Client preferences.
 - Individual needs, including the required level of supervision, as identified in the Individual Program Plan (IPP).
 - Risk factors as identified in the client's Risk Assessment Summary form and on the diet safety list.
 - Accommodations needed, such as wheelchair accessibility, restroom facilities and privacy considerations.
 - Need for medical intervention such as medication administration, gastrostomy or tracheostomy care.
- Arranges transportation, employees requesting the use of a vehicle must meet the requirements outlined in Procedure 6.11.5, *Requesting/Operating a Vehicle from Fairview Motor Pool*.
- Assures the assignment of appropriate escort staff according to the number of individuals, client needs, destination, and type of activity.

Responsibility

Action

Trip Coordinator: (con't)

- Attach all necessary documents eg, Risk Assessment Summary Form; Diet Safety form and Physician's orders (as appropriately indicated) to the Off-Campus Trip Sheet and submits the completed Off-Campus Trip Sheet to the Program Director for approval.
- Distribution of Trip Sheet.
 - Original approved Trip Sheet is carried on the trip
 - A copy remains on the residence.
 - A copy remains in the Program Office.

Trip Leader:

- Attends the outing and serves as the person in charge of the trip.
- Prior to the trip:
 - Reviews all information on the trip sheet to ensure it is accurate and appropriate to support a safe community activity.
 - Updates Trip Sheet as needed
 - Communicates details of activity with participating clients and staff to ensure everyone has a good understanding of the plans.
 - Reviews the details of the trip with the shift supervisor to ensure unit staff have full disclosure of trip plans.
 - Documents the trip details on the 24-HR. report, including the names of individuals and escorting staff.
- During the trip:
 - Monitors all aspects of the trip to ensure that pertinent information is being followed and that all risks are kept to a minimum:
 - ensures client accountability is maintained at all times.
 - ensures a good communication process is in place.
 - assists staff and clients in problem solving.
 - assures that prompt notification of problems that may occur are made to the Unit Supervisor and/or Program Director.

Responsibility

Action

Trip Leader: (con't)

- is designated as the decision maker in case of an emergency and communicates problems to medical personnel as needed.

- **Following the trip:**
 - Ensures the vehicle is returned in a timely manner by the designated driver.
 - Ensures all proper documentation is completed, including IDN's and completion of the Activity Record.
 - Reports any unusual occurrences (behavioral, medical) and/or problems to the Unit Supervisor/designee for care or follow-up.
 - Reports significant concerns to the Unit Supervisor and/or Program Director, as indicated.

Unit Supervisor/Shift Lead:

- Reviews the Off-Campus Trip Sheet for completion.
- Reviews the staffing ratio on the residence and ensures acuity needs are met prior to approving the outing.
- Reviews staffing needs for the outing.
- Reviews appropriateness of clients participating in the trip.
- **Impromptu trips:**
 - Follows all steps above.
 - Contacts the Unit Supervisor for a verbal approval.
 - Once the verbal approval is obtained from the Unit Supervisors, contacts the Program Director for their verbal approval of the trip.
 - Signs on the form indicating the Unit Supervisor's and Program Director's verbal approval.
 - Any changes to the form (alternates of clients/staff) must be communicated and approved by the Program Director.

TRANSPORTATION SAFETY

There are alternative types of vehicle transportation which may be used to transport people. In keeping with Vehicle Code requirements and Département policy, these alternatives include the use of:

Mini Buses or Passenger Vans Driven by Fairview employees

- ▶ Drivers must possess a California class C drivers license.
- ▶ A valid California class B drivers license with a "P" endorsement is required to drive any mini bus or passenger van type vehicle that is designed to carry 10 or more passengers, including the driver.
- ▶ Employees driving mini busses or passenger vans that are equipped with wheel chair lifts must have received training on the use of the equipment by School Bus Services prior to operating the vehicle.

Buses Driven by Bus Drivers/Authorized Personnel

- ▶ Code as "any motor vehicle...designed for carrying more than ten persons including the driver and used or maintained for the transportation of passengers."
- ▶ A valid California Class 2 B Driver's License is required to drive any bus, including the so-called "mini" or "van" type vehicles, designed to carry "more than ten persons including the driver."
- ▶ Drivers must have a good driving record as verified by the Department of Motor Vehicles.
- ▶ Drivers must have the approval of their supervisor or other designated authority of the facility to drive and transport persons in a bus.
- ▶ The supervisor or other designated authority of the facility must be satisfied that the employee is in fact experienced and competent to drive a bus before authorizing the employee to do so -- even though the employee is appropriately licensed.
- ▶ Persons who live at Fairview may only be transported in an approved bus, each person in the vehicle must have a seat belt. Each seat must be designed for installation in the vehicle and must be securely fastened to the body of the vehicle.
- ▶ Vehicles used must have seat belts -- employees and passengers must use them.
- ▶ The driver must inspect the vehicle prior to and after each use. Any necessary repairs must be completed prior to the next use of the vehicle. The driver is responsible for clean-out of debris, spills, etc., of the vehicle interior at the end of each trip.
- ▶ Each vehicle must have a planned maintenance schedule and this schedule must be followed.

Sedans (includes station wagons designed to carry not more than ten persons (including the driver.)

All drivers must possess a valid California Driver's License, have completed a State of California defensive driver training course within the past four years, have a good driving record as verified by the Department of Motor Vehicles (request on DMV Form DL254), and obtain appropriate supervisory authorization before using any vehicle to transport clients.

- ▶ State vehicles, rentals, or privately owned vehicles used to transport groups must be in good mechanical repair.
- ▶ Standard Form 261, Authorization to Use Privately Owned Vehicles on State Business, must be completed, approved, and on file in the Accounting Office before a driver can receive authorization to operate a privately owned vehicle for official state business. (Such authorization must be renewed annually.)
- ▶ Privately owned vehicles used to transport clients must carry at least the legal minimums for personal liability and property damage (currently \$15,000 for personal injury to, or death of one person; \$30,000 for injury to, or death of two or more persons in one accident; \$5,000 for property damage).
- ▶ All State, rental and privately owned vehicles must have seat belts and passengers must use them.
- ▶ The driver is responsible for the vehicle, the securing of the load, and for the safety of his passengers.

Common Carriers/Charter Party Carriers

Licensed by the State Public Utilities Commission (PUC).

- ▶ Contracts must include the minimum contract provisions and liability requirements of Section 1201.3 of the State Administrative Manual (SAM).
- ▶ Arrangements can be made for the above through your appropriate Program Director/Service Director.

###

**Fairview Developmental Center
Off-Campus Trip Sheet**

Date of trip: _____

Residence : _____

Destination: _____

Duration of outing: _____

Time of pick up: _____

Pick-up location: _____

Type of trip:

☐ Vehicle ride only

☐ Trip (no snack/meal)

☐ Trip (snack and/or meal included)

Directions:

1. List all client names adjacent to the name of the employee/volunteer assigned to the individuals.
2. In the column designated "Supervision Level", the Level of Supervision is to be entered. This should relate specifically to the type of outing being provided, and based on the clients' needs at the date/time of the trip.
3. Check the column marked "W/C" (wheelchair) if the client requires the use of a wheelchair.
4. Check column "Meds" if medication will be administered for the client during the trip.
5. Check column marked "Attach." if special considerations for the client necessitate attached documents (ie. RASF, diet orders, etc.)
6. Prior to the trip, all employees/volunteers must initial next to their names, signifying their 1) review of the client's Risk Assessment Summary Form (RASF); 2) their awareness of the clients' levels of supervision, mobility status and special considerations (ie. diet, choking, AWOL, etc.).

	Client Name	Supervision Level	W/C	Meds	Attach	Employee/Volunteer Assigned to Client	Initials
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

CPS PD Initials: _____

CPS PA Initials: _____

Cell phone #: _____

Approval: By signing below, Residence Manager(s) and Trip/On-site Leader indicate that employees/volunteers have reviewed the client(s)'s RASF and are aware of their levels of supervision, mobility status and special considerations.

Form Completed By: _____

Date: _____

Residence Manager(s): _____

Date: _____

Date: _____

Program Director: _____

Date: _____

Trip/On-site Leader: _____

Date: _____

LOST CLIENT PROCEDURES (per Policy and Procedure 5.5.3 Search for Missing Client)

- > Notify the person in charge if the client is not immediately located.
- > Conduct a quick search of the immediate area.
- > Organize a search party of available staff and volunteers.
- > Ensure other clients remain under direct supervision
- > Notify the Unit Supervisor, OPS and Telephone Operator

LIST ALTERNATES:

	Client Name	Supervision Level	W/C	Meds	Attach	Employee/Volunteer Assigned to Client	Initials
1.							
2.							
3.							

unpublished

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.2 BEHAVIOR MANAGEMENT SERVICES

5.2.1 INTRODUCTION

Behavior Management refers to efforts to increase adaptive behaviors by modifying maladaptive or inappropriate behaviors and replacing them with behaviors that are adaptive and socially acceptable.

Maladaptive behaviors are those behaviors that interfere with entry into a less restrictive environment. They impede social development and acceptance. They limit an individual by inhibiting the development of skills necessary for movement into residential, educational, vocational and recreational settings that are less restrictive; settings where an individual may exercise a higher level of personal autonomy. They prevent an individual from attaining a maturity level necessary to make choices and to exercise his/her rights to the fullest extent possible. Maladaptive behaviors include those behaviors that are considered self-injurious, those that result in injury to others, those resulting in damage to the environment, and those that may be viewed by society as unacceptable and/or inappropriate.

Specialized services are required for individuals who exhibit maladaptive behaviors. These services include the application of behavior modifying techniques and interventions. These techniques/interventions are not used in the absence of a maladaptive behavior, in retribution or for the convenience of staff. Behavior management principles and practices, in conjunction with the goals of normalization, necessitate that all attempts to modify behavior, by eliminating maladaptive behavior, occur in conjunction with adaptive skills training and in a manner that maintains the dignity of the individual. Programs utilizing these techniques and interventions are designed to teach individuals how to channel less desirable behavior into more adaptive expressions, to teach them the circumstances under which the behavior may be exhibited or to teach them adaptive/socially acceptable behaviors to replace the maladaptive behavior.

Behavior management services are based on the evaluation, discussion, and recommendation of the individual's Interdisciplinary Team. Prior to the implementation of a behavior management plan formal Functional Behavioral Assessment is completed. The team will review the results of the assessment and the recommendations. The behavior support plan will be based on, and derived from the Functional Behavioral Assessment. The team will determine the need for additional evaluations and/or consultations and obtain when indicated. Consultation may include such things as additional medical evaluations, speech and language evaluations, and audiology evaluations.

In designing a behavior management plan the goals of normalization, of positive growth, and of least restrictive treatment alternatives are all considered. The plan developed will incorporate the least restrictive methodology and/or technique considered to have the highest probability of being effective based on research and the individual's personal history. The plan will be designed to maximize the growth and development of the individual by incorporating a hierarchy of available methods/techniques which emphasize positive approaches and lead progressively to less restrictive methods of managing the behavior. Training steps and/or services and supports needed to minimize risk or the potential for injury to the client from maladaptive behaviors will be included in the plan.

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.2 BEHAVIOR MANAGEMENT SERVICES

5.2.1 INTRODUCTION (cont.)

2.

Any potentially harmful effects associated with the use of proposed interventions are weighed carefully against the harmful effects of the targeted behavior(s) and will only be incorporated into the program when it has been determined by the interdisciplinary team that the harmful effects of the behavior clearly outweigh any potential harmful effects of the procedure.

If an individual's interdisciplinary team determines there is a need for assistance in the planning and/or implementation of a behavior management program, consultation services are obtained. The individual and his/her parents or other representative are encouraged to participate, to the fullest extent possible, in the development and implementation of the behavior management plan.

Special attention is given to protecting the rights of individuals who require behavior management services. Programs considered to be highly restrictive require specific consent, review by the Behavior Management and Human Rights Committees, and approval by the Executive Director (designee), prior to being implemented.

Persons who implement behavior management programs are trained in the ethical and legal issues and basic techniques of behavior management, as well as in the specific procedures of written programs to manage maladaptive behavior. Techniques are implemented in a manner that protects the safety and well-being of the individual at all times.

In the event of fire or other emergencies, Fire and Life Safety Policies and Procedures supersede these policies/procedures. Provisions are made to ensure the safety of all residents in the event of a fire or other type of emergency where it is necessary to evacuate the building. Behavior techniques in effect at the time of an emergency are immediately discontinued and sufficient staff obtained to ensure the safety and well-being of the residents during the emergency and following the evacuation.

Agencies who provide services to residents of the Center must comply with the requirements defined in the Behavior Management Services Section of the Human Rights Manual, where applicable, in the delivery of those services whether the services are provided on or off campus.

The policies and procedures relating to Behavior Management Services were developed and/or reviewed by a representation of members of Fairview's Behavior Management Committee, Human Rights Committee, Resident Community Association, Advisory Board and Parent Group as well as the Clients' Rights Advocate and other agency staff. Any proposed revisions to these policies or procedures, considered to have a major impact on Fairview's Behavior Management Services, will be subject to the same review process.

If, at any time, an individual or his/her representative believes that the Center's policies or procedures relating to Behavior Management Services are in conflict with, or not supported by, state-of-the art principles and practices or feel that techniques and/or interventions are being improperly or unreasonably applied or feel that a decision has been made that they are not in agreement with, they may file a complaint with the Client's Rights Advocate or request a Fair Hearing with the Executive Director (See policy Complaint and Fair Hearing Provision).

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.2 BEHAVIOR MANAGEMENT SERVICES

5.2.1 INTRODUCTION (cont.)

3.

The procedure on how to obtain consultation services and the guidelines for completing a Functional Behavior Assessment are outlined in the Human Rights Manual.

###

Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	H & S	S22/ICF	S22/SNF	S17/DDS	W/I	Proc.
..	111	483.450	483.13(a)	1180	76317	72319	50800-	4700	HR
.	114	.	.	.	76329	.	50823	.	.
.	125	.	.	.	76331	.	.	.	.

unattached

FAIRVIEW DEVELOPMENTAL CENTER

PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE

It is the responsibility of all employees to provide a safe and secure environment for all clients who reside at Fairview. Each program is responsible for developing an internal behavior crisis response process that best meets their specific needs. If, however, an individual displays behavior of such intensity/severity that additional staff are needed to ensure safety, the following will be implemented. Designated residences will have identified trained staff who will respond to the crisis when the paging system is activated by the telephone operator.

BEHAVIORAL CRISIS (ICF PROGRAM)

Responsibility

Shift Supervisor/Designee
of designated residences:

Action

- At the beginning of each AM and PM shift, identifies a trained response team member to assist with a facility behavior crisis.
- For ICF residences, ensures the pager is in working condition.

When a Behavioral Crisis occurs:

Reporting staff

- Ensure the safety of the client (s) and staff.
- Immediately notifies the Telephone Operator by dialing "77", indicating that they are having a behavioral crisis and additional staff is needed. Briefly describe circumstances, the number of clients involved, and any weapons used. Advises them of their specific location. (ie, Residence 42, Rm. #234; Work Activity Center, Rm. #4; Outside of the auditorium, south corner, etc.).

Telephone Operator

- When a call for a behavioral crisis is received, initiates the paging system for designated residences by activating the "66" (behavior crisis) paging code on the designated Residence pager, and indicating the specific location staff are to report to.
- Contacts OPS police to report to the location of the Behavior Crisis, along with other relevant information regarding circumstances, number of clients involved, and any weapons.

Shift Supervisor/designee:

- Once the "66" page has been received, immediately assesses the residence needs, and makes the necessary arrangements to release staff to the location of the behavior crisis. (Note: The pager stays on the residence).

Responsibility

Action

Crisis Response staff:

- Upon arrival to the identified area, follows the directions of the designated leader.
- Remains on site to assist as needed until released by the designated team leader.
- May be asked to assist with the debriefing process following the crisis.

Team Leader:

- Gives direction to arriving response team members.
- Informs response team if the client has been assessed to be at risk for injury during prone containment (i.e., obesity, heart condition, respiratory condition, etc.)
- Once sufficient crisis response staff have arrived, directs residence staff to notify the telephone operator that the response team has arrived by dialing "77" and indicate "88."
- Releases staff as crisis diminishes.

OPS Police:

- Arrives on the scene as part of the response team and assists as needed.
- If the situation is considered dangerous, (ie the individual has a weapon), may assume the responsibility as the leader.

If interventions are utilized that are not an approved component of the client's behavior plan(s), the following applies:

Responsibility

Action

Shift Supervisor/designee:

- Notifies Physician of the behavioral crisis.

Physician:

- Physically assess the situation, examines the client and initiate orders to resolve the crisis.
- Document care provided on the physician progress notes.

Following resolution of the behavioral crisis:

Responsibility

Action

Team Leader:

- Completes an Incident/Unusual Occurrence Report DS 2506-FDC1226.
- Coordinates the debriefing following the crisis.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE (cont)

3.

Following resolution of the behavioral crisis: (cont)

<u>Responsibility</u>	<u>Action</u>
OPS Police:	<ul style="list-style-type: none">• Completes a Crime Incident Report DS 213, and submits to the OPS Commander/Designee.
Unit Supervisor/designee	<ul style="list-style-type: none">• Ensures a debriefing is held and all required documentation is completed, ie: Incident/ Unusual Occurrence Report, ID note, and intervention form if needed.• Notifies the Program Director of the outcome of the behavior crisis.
Program Director/designee	<ul style="list-style-type: none">• Completes a Clinical and Quality review of the behavior crisis.

BEHAVIORAL CRISIS ON RESIDENCE 107/9

When assistance is needed on Residence 107/9 the intercom system is used to announce the crisis, any time day or night. This provides for immediate notification to all staff in the Program.

<u>Responsibility</u>	<u>Action</u>
Reporting staff:	<ul style="list-style-type: none">• Ensure the safety of the client (s) and staff.• Immediately notifies the Telephone Operator by dialing "77", indicates their specific location and advises the operator that they are having a <u>behavioral crisis</u> and additional staff is needed.
Telephone Operator:	<ul style="list-style-type: none">• Immediately announces over the intercom that a behavioral crisis exists on 107/9, stating "Attention, Attention: Behavioral Crisis on Residence 107/9".• Repeats the announcement until notified that help has arrived and then announces cancellation of the crisis call by stating "Attention, Attention: 88 Behavioral Crisis on Residence 107/9."

When sufficient help has arrived at the scene of the crisis:

<u>Responsibility</u>	<u>Action</u>
Shift Supervisor/designee:	<ul style="list-style-type: none">• Notifies the telephone operator that sufficient has arrived by dialing "77" and indicate "88".

ELECTRONIC ALARM SYSTEM:

- For those residences equipped with an electronic alarm system, personal transmitters are available to staff on duty. When an employee needs assistance, their scanner activates a light and voice alarm to summon help from other staff. The telephone operator is also alerted in the operator's station.
- If assistance is not immediately provided, a neighboring residence is alerted through a second alarm which is automatically activated if the alarm has not been shut off. All available staff will report to the location where the assistance is needed.
- If additional assistance is needed, the residence staff will notify the operator that they have a behavioral crisis and need the facility police to respond to the scene by dialing 77 on the telephone.
- The telephone operator will contact the OPS Police who will respond to the location and provide any needed assistance.

###

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 1 INTRODUCTION

1.6 TREATMENT OF CLIENTS

The fundamental responsibility of every employee is to ensure the safety and well-being of individuals who live at the Center. Any form of neglect or abuse is expressly prohibited. All employees of the Center are mandated reporters and must immediately report any known or suspected abuse to Police Services with the Office of Protective Services (OPS) at the Center (See Procedure 1.6, Reporting Alleged Mistreatment of Clients). Employees must constantly be alert to ensure that individuals served are not mistreated, neglected or abused in any way by any person. Staff will scrutinize any injuries which may be indicative of abuse. The following descriptions may indicate that a problem exists or someone has been a victim of abuse: Unusual patterns of injury; unusual or recurring scratches; bruises, skin tears, welts; bilateral bruising; "wrap around" bruises; bruises around the breasts or genital area; infections around the genital area; injuries caused by biting, cutting, pinching or twisting of limbs; burns; fractures or sprains; torn, stained or bloody underclothing; untreated medical conditions; signs of excessive drugging; injuries that are incompatible with explanations; a fear reaction to people in general, or certain individuals in particular, or any other suspicious injury/condition.

Abuse is the infliction of injury, unreasonable confinement, intimidation, or punishment resulting, or having the potential to result in, physical harm, pain, or mental anguish. Any contact, motion, or action to a client by staff, contract/stipend employees, volunteers, visitors, family members, or others that is not considered a reasonable and prudent execution of one's duties and/or relationship to an individual, would be considered abuse. All client to client contact which results in physical harm, pain or mental anguish will be investigated by the OPS for potential neglect/abuse and/or potential battery.

Any reported, suspected, or observed abuse that is potentially a violation of criminal law shall be reported within the incident reporting process to all of the appropriate outside investigating and law enforcement agencies as required by law and to the Department of Developmental Services, Developmental Centers Division.

Physical abuse – the use of physical force that results in, or has the potential to result in bodily injury, physical pain, or impairment. Examples include: kicking, pushing, slapping, hitting, shoving, shaking, scratching, biting, striking with or without an object, pinching, burning etc. Other examples include: physical punishment, confinement, or unlawful use of restraints, and corporal punishment.

- During a behavioral episode, approved techniques will be utilized by staff to ensure the safety of the people who reside at the Center. Only that physical strength needed to ensure the individual's safety will be exercised. Sufficient assistance should be obtained from other employees so that injury to all parties can be avoided.

Sexual abuse – sexual contact that results from threats, force, or the inability of a person to give consent, and involving a range of activities, including, but not limited to, assault, rape, molestation or sexual harassment. Examples include: exhibitionism, forced viewing of pornographic material, intimate touching, including sexual touching or kissing, or any sexual activity that occurs without consent.

SECTION 1 INTRODUCTION

1.6 TREATMENT OF CLIENTS (cont)

2.

Verbal, Emotional or Psychological abuse – Verbal or non-verbal infliction of anguish, pain, or distress that results in, or has the potential to result in, mental or emotional suffering. Examples include: demeaning statements, harassment, threats, insults, humiliation, teasing, or intimidation. Threatening harm or deprivation with verbal or non-verbal threats or gestures.

Neglect: - Is defined as the negligent treatment or maltreatment of a person, which indicates harm or threatened harm to an individual's health or welfare. This includes the intentional failure to provide adequate food, clothing, shelter, medical care and supervision (includes sleeping on duty). Conditions which may indicate neglect include but are not limited to:

- a. **Physical** - deprivation of goods and services necessary to maintain physical or mental health. Examples include: withholding food/fluids, inadequate dress for weather conditions, poor personal hygiene, repeated accidents/injuries/client altercations without intervention, and unsanitary living conditions.
- b. **Medical** - lack of adequate medical/dental care. Examples include: not taking action on medical problems, prescribed treatment, or therapies. Not calling a physician when necessary; i.e., change of status. Failure to monitor for adverse drug reactions.
- c. **Abandonment** - the desertion or willful denial of service to a client by anyone having care or custody of that person under circumstances in which a reasonable person would continue to provide care and custody.

Isolation: - Is defined as:

- Acts intentionally committed for the purpose of preventing, and that do serve to prevent, a client from receiving his or her mail or telephone calls.
- Telling a caller or prospective visitor that a client is not present, or does not wish to talk with the caller, or does not wish to meet with the visitor where the statement is false, is contrary to the express wishes of the client, whether he or she is competent or not, and is made for the purpose of preventing the client from having contact with family, friends, or concerned persons.
- False imprisonment, as defined in Section 236 of the Penal Code.
- Physical restraint of a client, for the purpose of preventing the client from meeting with visitors.

The acts of isolation indicated above shall be subject to a rebuttable presumption that they do not constitute isolation if they are performed pursuant to the instructions of a physician and surgeon licensed to practice medicine in the state, who is caring for the client at the time the instructions are given, and who gives the instructions as part of his or her medical care. The acts of isolation indicated above shall not constitute isolation if they are performed in response to a reasonably perceived threat of danger to property or physical safety.

Fiduciary– Illegal or improper use of a client's funds, property, or assets without informed consent and resulting in monetary, personal, or other benefits, gain, or profit for the perpetrator; or monetary or personal loss by the client. Examples include: stealing, cashing checks without permission, forging signatures, misusing money or possessions, improper use of conservatorship, guardianship, or power of attorney.

SECTION 1 INTRODUCTION

1.6 TREATMENT OF CLIENTS (cont)

3.

Restraints– Unauthorized Restrictive Procedure. Examples include use of restraint (physical and medical) without full compliance with relevant state and federal regulations or where the use of the restraint was continued past the point necessary to control the behavior for which the restraint was initiated.

The facility will provide written information to all employees during orientation and annually regarding mandatory reporting of suspected or known abuse, the rights afforded to reporters of abuse and the penalties for failure to report abuse. In addition, all staff who provide service to clients will receive annual training in prevention, identification and reporting of abuse. Clients will receive training in the prevention and reporting of abuse.

Statutory requirements for mandatory reporting of suspected or known abuse:

Any employee who has knowledge of, or observes a child or dependent adult, in his or her professional capacity or within the scope of his or her employment, who he or she knows has been the victim of abuse, or who has injuries under circumstances which are consistent with abuse shall be responsible for:

- ▶ Immediately reporting the information to the Police Services by dialing ext. "888" and the individual's Program Director, regardless of the time of day, and
- ▶ Immediately reporting any observed or suspected case of client abuse to the local child protective agency, if the person is under 18 years of age, or
- ▶ Immediately reporting any observed or suspected case of client abuse to the Adult Protective Services/Elder Abuse Office if the client is 18 years of age or older and the incident occurred off facility grounds.

Failure to report such information is a crime in addition to being a cause for disciplinary action.

Penalties for Failure to Report Suspected or Known Abuse:

Failure to report physical, verbal, emotional, psychological, fiduciary or sexual abuse, or neglect is punishable by not more than six months in the county jail or by a fine of not more than one thousand dollars (\$1,000), or by both. Any mandated reporter who willfully fails to report physical abuse, abandonment, isolation, financial abuse, or neglect, where that abuse results in death or great bodily injury, is punishable by not more than one year in a county jail or by a fine of not more than five thousand dollars (\$5,000) or by both that fine and imprisonment.

No manager, supervisor, or employee of the Center, Division or Department shall take any retaliatory action against any employee, agent, parent, relative, client, or volunteer in service at the Center, Division or Department for reporting an alleged criminal/unlawful/improper act or an alleged violation of a Department, Division or Center policy or directive.

Whenever an allegation of client mistreatment is received from any source OPS staff responds and an immediate investigation is made of the allegation. All allegations of client mistreatment, whether they have occurred within or outside the Center, are investigated by the law enforcement agency having jurisdiction. All incidents between clients are reviewed for the need for a full investigation. Investigative services are available 24 hours a day.

SECTION 1 INTRODUCTION

1.6 TREATMENT OF CLIENTS (cont)

4.

All allegations of client mistreatment are investigated by Police Officers or Investigators in OPS. When there is probability that a criminal act has been committed, the incident will be referred to the Orange County District Attorney's Office or the State Attorney General.

Rights and Protections Afforded to Reporters of Suspected or Known Abuse:

Supervisors and/or administrators will assure that reporting duties associated with abuse are not impeded or inhibited. They are also responsible for assuring that no retaliation is taken against the person making the report. All information revealed during the investigation of an alleged mistreatment is treated sensitively and limited to those in the need to know. No person who reports a known or suspected instance of abuse will be held civilly or criminally liable for any report initiated, nor will they incur civil or criminal liability as a result of any reported abuse, unless it can be proven that a false report was made and the person knew that the report was false. In order to further limit the financial hardship that those persons may incur as a result of fulfilling their legal responsibilities, they will not be unfairly burdened by legal fees incurred in defending those actions.

Posters that direct employees, client and family members as to how to report observed or suspected mistreatment of individuals are permanently posted throughout the facility in areas frequented by individuals and their family members. Family members are also provided a copy of the abuse reporting policy upon admission.

If at any time a client, his/her parents or other representative, or any other person has a concern regarding the investigation of an incident of alleged mistreatment, they may file a Complaint or request a Fair Hearing (See policy 1.7, Complaint/Grievance and Fair Hearing Provision).

When client mistreatment is substantiated, appropriate disciplinary action will be taken. In addition, when there is evidence of a violation of the standards which govern one's professional license, the appropriate licensing board will be notified.

Procedures associated with reporting, documenting and investigating observed, reported or suspected client mistreatment are outlined in the Introduction Section of the facility Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DCD	S17/DDS	F42/ICF	F42/SNF	S22/A	S22/ICF	S22/SNF	PenalCode	SGovCode	W/I	Proc.
.	126	54327	483.420(c)	483.13	70737	76333	72527	11165	19572	15630	1
.	312,302	.	483.420(d)	.	.	76521	72541	11166	.	15631	.
.	304,402	.	483.450(a)	.	.	76525(a)(7)	.	.	.	15632	.
.	404	.	.	.	.	76551(d)	.	.	.	15633	.
.	.	.	.	.	.	.	.	.	.	15634	.
.	.	.	.	.	.	.	.	.	.	15650	.

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 1 INTRODUCTION

1.5 CLIENT RIGHTS

1.5.1 INTRODUCTION

Individuals who reside at Fairview Developmental Center possess all the same legal rights, privileges and responsibilities as other citizens of California, except those specifically denied by law. Each person is actively assisted and encouraged to exercise those rights and privileges to the fullest extent of his/her ability, including participation in the political process when requested.

No otherwise qualified person, by reason of having a developmental disability, is subjected to discrimination under any program or activity which receives public funds or is denied the benefits of such a program or activity.

The admission and treatment of a person who resides at the Center does not presume legal incompetence. The determination of legal incompetence can only be made by a court-of-law. The Center acknowledges the need for, and encourages the implementation of, advocacy for all residents to ensure that their rights are protected. It is the responsibility of every person who provides services to the individuals of the Center to maintain an atmosphere in which positive action is taken to ensure that all individuals have the opportunity to enhance their self image, preserve their human dignity, exercise their rights and to receive reasonable protection from identified risks to their physical, mental and emotional well being.

Individuals are encouraged and assisted, throughout their residency at the Center, to execute their rights as citizens and, to this end, to voice grievances and recommend changes to the staff, or any other person, regarding the Center's policies and/or services and be free from any restraint, interference, coercion, discrimination or reprisal for such actions. Training in the rights and responsibilities of citizenship, such as those associated with voting, social and employment activities, client affairs, law enforcement, legal assistance and advocacy, is provided to individuals.

Parents or surrogates, in conjunction with the Clients' Rights Advocate, act on behalf of individuals and, at times when they are unable to do so for themselves, to ensure that their rights are exercised. Individuals and their parents or surrogates are advised of their rights at regular, periodic intervals.

The Center provides individuals and their parents or surrogates with referral to, and assistance in, procuring advocacy, guardianship/conservatorship or protective services whenever there is a need or desire for such services.

Area boards are permitted to appoint an advocate to assist clients who have no parent, guardian or conservator to represent their interests. To make such an appointment, the client or Interdisciplinary Team must either have requested the appointment of a representative or, as determined by the area board, the client's rights or interests will not be properly protected or advocated without a representative being appointed. If it is determined an advocate is needed or desired by the client, the Area Board XI Volunteer Advocate Coordinator will be notified to provide services. Individuals are ensured access to their advocate or lawyer at any time.

SECTION 1 INTRODUCTION

1.5 CLIENT RIGHTS

1.5.1 INTRODUCTION (cont.)

2.

Any person having knowledge of any practices inconsistent with this policy or its associated procedures is responsible for immediately advising the Clients' Rights Advocate so that such practices may be promptly investigated and appropriate action taken.

Procedures associated with notification of rights and with the procurement of advocacy, guardianship or conservatorship are outlined in the Introduction Section of the facility Procedure Manual. Procedures associated with obtaining legal/protective services are outlined in the Executive Section of the facility Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	S17/DDS	S22/ICF	S22/SNF	S22/A	SB	Proc.
.	101	483.420(a)	483.10	50510	76525	72527	70707	1039	I
.	105	.	483.12(a)	50520	.	.	.	.	E
.	.	.	483.13	50550	.	.	.	.	.

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 1 INTRODUCTION

1.5 CLIENT RIGHTS

1.5.2 SPECIFIC RIGHTS

In addition to those rights afforded all citizens of California, there are certain other rights specifically provided to persons with developmental disabilities by the California Welfare and Institutions Code and the California Administrative Codes.

The periodic notification and explanation of rights to individuals who reside at the Center, their parents, guardians or conservators include, in each instance, all the rights indicated below.

All persons residing at Fairview have a right to treatment and habilitation services in the least restrictive environment.

Treatment and habilitation services and supports should foster the developmental potential of the person and be directed toward the achievement of the most independent, productive, and normal lives possible. Services will protect one's personal liberty, provide the least restrictive conditions necessary to achieve the purposes of treatment, services or supports, and afford the following:

- ▶ *A right to dignity, privacy and humane care;*
- ▶ *A right to participate in an appropriate program of publicly supported education, regardless of disability until age 22;*
- ▶ *A right to prompt medical care and treatment;*
- ▶ *A right to religious freedom and practice;*
- ▶ *A right to social interaction and participation in community activities;*
- ▶ *A right to physical exercise and recreational opportunities;*
- ▶ *A right to be free from harm, including unnecessary physical restraint or isolation, excessive medication, abuse or neglect;*
- ▶ *A right to be free from hazardous procedures.*
- ▶ *A right to make choices in their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way they spend their time, including education, employment, and leisure, the pursuit of their personal future, and program planning and implementation.*

A right to wear one's own clothing.

(Interpretation: Own clothing means that which belongs to an individual made available through personal funds, family, estate, etc.)

A right to keep and use one's own personal possessions, including toilet articles.

(Interpretation: Keep and use means direct access at any time for personal use and within individual discretion. Personal items may include recreational, educational, grooming, decorative items and other items that may be reasonably stored in the space provided.)

A right to have access to individual space for one's private use.

(Interpretation: the individual shall have access to personal storage space at all times without the need to receive permission unless he/she requests or needs assistance in locking or unlocking such storage area, except when access interferes with the welfare and rights of other individuals.)

SECTION I INTRODUCTION

1.5 CLIENT RIGHTS

1.5.2 SPECIFIC RIGHTS (cont.)

2.

- ▶ Request for a security lock by either the client, client's family or authorized representative shall be honored provided such request is for the purpose of securing client's personal property. Cost of the hardware requested shall be borne by either the client or by the family or authorized representative.
- ▶ Individual clothing storage space shall be of sufficient height to handle the person's full-length clothing. Bedside storage area should be of a type and size to accommodate ready access for personal articles.
- ▶ When the individual's additional clothing or possessions are stored elsewhere than at the bedside, he/she shall have access to these or the staff shall provide those items at reasonable times. When the individual's possessions are not being used, they shall be protected from loss, theft or damage.

A right to see visitors each day.

(Interpretation: To be allowed privacy for visits with family, friends, clergy, social worker, physician, any representative of the Secretary (Centers for Medicare and Medicaid Services), Department of Health Services (Licensing and Certification), any representative of the State, long term care Ombudsman, representative from Protection and Advocacy, or for professional or business purposes; to refuse to see visitors; to allow relatives or persons responsible to visit critically ill persons at any time, unless medically contraindicated; to have members of the clergy admitted at the request of the individual or person responsible at any time.)

- ▶ No visits shall be denied unless by court or other legally permissible order and only on an individual basis and for good cause.

A right to have reasonable access to telephones both to make and receive confidential calls.

(Interpretation: Telephones shall be made available. Each individual has the right to make and receive local calls and to make but not receive collect calls.)

- ▶ Personal or electronic monitoring of phone calls shall not be allowed. All persons should have reasonable assistance as needed due to a handicap. Reasonable rules regarding telephone use may be established for the benefit of access to all individuals. Families or guardians should be advised how to contact people who reside at the Center by phone.

A right to voice grievances/complaints and recommend changes in policies and services to the facility, staff, and/or outside representatives without reprisal.

(Interpretation: Grievances/complaints shall be acted upon promptly by the facility to resolve the issue, including those with respect to the behavior of other clients. The client shall be advised of the means of initiating review of a grievance/complaint and of the Fair Hearing Process.)

A right to keep and spend a reasonable sum of one's own money for expenses and purchases. The right to send unopened correspondence.

(Interpretation: Stationery, postage, and writing implements are made available to the client at his/her own expense.

SECTION I INTRODUCTION

1.5 CLIENT RIGHTS

1.5.2 SPECIFIC RIGHTS (cont.)

3.

The right to receive unopened correspondence.

(Interpretation: Mail addressed to individuals will be delivered unopened unless:

- ▶ The person has voluntarily signed a "Consent to Release Information" form, or
- ▶ The individual's right to receive mail has been denied for good cause by Executive Director or her/his designee.
- ▶ There is strong reason to suspect that an incoming package contains illegal or harmful substances or objects.)

The right to refuse shock treatment and any form of convulsive therapy.

(Interpretation: This is an absolute right which shall not be denied for any cause.)

The right to refuse psycho-surgery.

(Interpretation: This is an absolute right which shall not be denied for any cause.)

The right to refuse behavior modification techniques which cause pain or trauma.

(Interpretation: This is an absolute right which may not be denied. The refusal may be verbal or non-verbal and may be manifested by such actions as continuously and purposefully running away from the person using or threatening to use a behavior modification technique in such a manner that indicates the technique itself is the source of continuing emotional discomfort. Upon such verbal or non-verbal indication, the technique objected to shall be discontinued immediately, or as soon as adequate provision for safety and survival of the individual and others in the living area have been made.)

The right to be treated with consideration, respect and full recognition of the person's dignity and individuality including privacy in treatment and in the care for personal needs.

(Interpretation: When optimal circumstances do not exist for maintaining privacy, alternatives such as portable privacy screens and window covers are used.)

The right to be assured of confidentiality of records and to approve or refuse release to any individual outside the Center, except in the case of transfer to another facility or as required by law or third party payment contract.

The right to request release from the Center. To consent or refuse to consent to placement from the Center; to leave the Center if notice given.

The right to refuse treatment to the extent permitted by law and to be informed of the medical consequences of such refusal.

The right to be transferred or discharged only for medical reasons or for the welfare of the individual or other individuals and to be given reasonable advanced notice to ensure orderly transfer or discharge.

The right to manage one's own personal financial affairs, or if unable to do so, to be given at least a quarterly accounting (to the individual or responsible relative, guardian or conservator) of financial transactions made on his behalf.

SECTION I INTRODUCTION

1.5 CLIENT RIGHTS

1.5.2 SPECIFIC RIGHTS (cont.)

4.

The right to be free from mental and physical abuse and to be free from chemical and physical restraints except as authorized in writing by a physician for a specified and limited period of time, and when necessary, to protect the individual from injury to himself or others.

The right not to be required to perform services for the facility that are not included for therapeutic objectives and plans.

The right to meet with and participate in activities of social, religious and community groups at the individual's discretion.

The right to have means of contacting the Center's Clients' Rights Advocate made known to him and, through that person, the means of obtaining legal counsel.

The right to be free from seclusion.

The right to not be sterilized without consent.

The right to be free from discrimination for race, color, sex, etc.

The right to have estate managed and protected.

The right not to be presumed incompetent because of having been evaluated or treated.

The right to be fully informed prior to or at the time of admission and during stay, of services available at the Center, of any locked conditions and of any charges by the Center for services.

The right to examine the results of the most recent survey of the facility conducted by State and Federal surveyors and any plan of correction in effect with respect to the facility.

The right to receive notice before a change in room or roommate is made.

In addition to all of the other rights, each person who resides in a state developmental center shall be accorded the following rights:

If voluntarily detained, to have access to a current and up-to-date copy of the California Welfare and Institutions Code.

(This right includes the right to have assistance from the Client's Rights Advocate in the reading and understanding of the Code).

To give or withhold consent for treatments and procedures, in the absence of a judicial order or other provision of law which provides for the exercise of this right to devolve to another party.

SECTION I INTRODUCTION

1.5 CLIENT RIGHTS

1.5.2 SPECIFIC RIGHTS (cont.)

5.

To be provided with the amount of funds specified in the Welfare and Institutions Code, Section 4474 for personal and incidental use if, following the initial thirty (30) days of developmental center residency, the person is not receiving an amount of income for such use which is equal to or greater than the amount authorized by Section 4474.

See FDC Policy and Procedure 1.7 for information on Complaints/Grievances and Fair Hearing Provisions.

###

Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	S17/DDS	S22/ICF	S22/SNF	S22/A	S9	W/I	Proc.
.	101	483.420	483.10	50510	76331	72527	70707	861	4474	.
.	105	.	483.12	.	76525	.	.	8652	4502-4511	.
.	.	.	483.13	.	.	.	.	.	4800-4804	.
.	.	.	.	.	.	.	.	.	5325	.
.	.	.	.	.	.	.	.	.	5328	.
.	.	.	.	.	.	.	.	.	6000-6002	.
.	.	.	.	.	.	.	.	.	7254	.

FAIRVIEW DEVELOPMENTAL CENTER

PROCEDURE MANUAL

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS

Employees of Fairview Developmental Center are mandated reporters. Any employee having information (either by direct observation or by report) of any act that he/she considered may be mistreatment of a person, or which may be construed by others to be mistreatment, shall immediately (regardless of the time of day) initiate the following:

Responsibility:

Action

Reporting employee:

- Immediately protects the safety of the individual by ensuring they are no longer in jeopardy of harm.
- Reports the information directly to 1) Office of Protective Services (OPS), abuse reporting line by dialing Ext. "888" and 2) the individual's Program Director.
- Report to a Child Abuse Protective Agency if the client is under age 18 or; Protective Services/Elder Abuse Office if the individual is age 18 or older and the alleged act occurred off facility grounds. (See procedure Reporting Alleged Child Abuse and Reporting Alleged Elder/Dependent Adult Abuse).
- Requests immediate examination of the person by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Immediately notifies the Unit Supervisor/designee of all allegations of abuse, and
- Initiates Incident Report/Unusual Occurrence, Form DS 2506. (See policy/procedure 5.5.5, Incident and Client Injury Reporting).
- Summarizes the allegation in the individual's record.
- Documents the allegation of abuse on the IDN Log (See Procedure 5.5.5, Minor Injury Reporting - Attachment A - IDN Log).

Shift Supervisor/Licensed Staff Designee:

- Immediately protects the safety of the individual by ensuring they are no longer in potential jeopardy of harm.
- Ensures the accused employee is immediately removed from client care pending investigation and further direction from the Program and/or Clinical Director.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

2.

Responsibility:

Action

Shift Supervisor/Licensed Staff Designee:

- Ensures the client is immediately assessed for possible injuries and assessment findings are documented in the IDN and Incident Report.
- Ensures immediate examination of the client by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Ensures immediate notification of the Unit Supervisor/designee of all allegations of abuse.
- Ensures the Incident Report/Unusual Occurrence, Form DS 2506 is initiated by the reporting employee. (See policy/procedure 5.5.5. Incident and Client Injury Reporting).
- Ensures the allegation is summarized in the individual's record.
- Ensures the allegation of abuse is documented on the IDN Log (See Procedure 5.5.5, Minor Injury Reporting - Attachment A - IDN Log).

Physician/RNP:

- Immediately upon notification, completes a thorough examination of the person allegedly mistreated (regardless of the type of alleged abuse) and documents the results of the exam on the Incident Report/Unusual Occurrence form and the Physician's Progress Notes.
- **Suspected sexual assault/abuse incident with evidence that a sexual assault has occurred:**
 - To determine if a Sexual Assault Response Team (SART) examination is required for law enforcement purposes, consults with the Office of Protective Services (OPS) Special Investigator/Commander/Designee before any physical assessment takes place.
 - If trauma is present for the victim and immediate medical intervention is required, the physician will attempt to limit examination/treatment to avoid contamination of evidence.
- **Suspected sexual assault discovered during a physician's routine external assessment (i.e. physical exam, report of injury, or suspected injury):**
 - Consults with the OPS Special Investigator/Commander to determine if a SART examination is required for law enforcement purposes.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

3.

Responsibility:

Action

Physician: (cont)

- ▶ If trauma is present for the victim and immediate medical intervention is required, the physician will attempt to limit examination/treatment to avoid contamination of evidence.
- **Suspected sexual assault allegation without evidence an assault occurred:**
 - ▶ Following a consultation with the OPS Special Investigator/Commander, may examine the external genitalia, peri-anal area including inner thighs, buttocks, and anus for injuries and foreign materials for evidence/probable cause an assault took place.
 - ▶ May be asked to collect evidence (swab etc.) by OPS personnel when there is insufficient probable cause a sexual assault occurred.

OPS Police Officer:

- Immediately responds and notifies the Commander/designee.
- Takes color photographs of the individual regardless of whether or not injury is evident and secures photograph evidence.
- For sexual assault allegations:
 - ▶ Follows basic law enforcement standards as first responders.
 - ▶ Secures scene and ensures victim and subject is not bathed.
 - ▶ Interviews witnesses.
 - ▶ Notifies Commander through the chain of command.
 - ▶ For sexual assault allegation without sufficient probable cause to support a SART examination, collects evidence (photographs, clothing worn during or immediately after the alleged assault (victim and consenting subject) bed sheets, etc.).
- Completes the Crime Incident Report - DS 213 as soon as possible and forwards the report to the Sergeant for approval.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

4.

Responsibility:

Action

**Unit Supervisor/
Designee:**

- Ensures the accused employee has been removed from client care pending further direction from the Program and/or Clinical Director.
- Sends a text message via GroupWise within 4 hours to the Executive Director, Clinical Director, Program Director and Director of Agency Evaluation.
- Ensures incident is documented on the 24-Hour Report
- Completes Level I review, ensures that form is completed accurately, and forwards to Program Director.
- Reviews the clinical records identified on the IDN Log daily to ensure required documentation has been completed. (See RP: 5.5.5 - Minor Injury Reporting - Attachment A - IDN Log).
- On a daily basis submits allegation of abuse data to the Program Office via the Executive Director Notification Log (See RP: 5.5.5 - Minor Injury Reporting - Attachment B).

**Program Director/
Designee:**

- Ensures the OPS Police Officer on duty and physician have been notified.
- Ensures the accused employee has been removed from client care pending further discussion and direction with the Clinical Director.
- Ensures that the Unit Supervisor/designee has notified the Executive Director, Clinical Director, and Director of Agency Evaluation of all allegations of abuse by text message via GroupWise.
- Immediately notifies the Clinical Director and makes recommendations regarding the temporary reassignment of the employee involved.
- Notifies the individual's parents, conservator, guardian, advocate; and the Regional Center of the allegation.
- Notifies the employee of the nature of the allegation and assures the Employee Rights Information Sheet (FDC 162) and Notice of Confidentiality (DC 1214) was issued.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

5.

Responsibility:

Action

**Program Director/
Designee: (cont)**

- Completes the Level II review/investigation of the incident on the Incident/Unusual Occurrence Report. The Level II review will include:
 - the impact of the allegation on the client i.e., emotional, physical injury etc.
 - that psychological support has been provided as needed.
 - the disposition of the employee accused of mistreatment
 - that the Employee Rights Information Sheet (FDC 162) and Notice of Confidentiality (DC 1214) was issued.
 - recommendation of incident referral to the Office of Protective Services (OPS).
- Forwards completed Incident/Unusual Occurrence Report to Agency Evaluation/Risk Analyst within 24 hours of report of the incident. (Reports of incidents occurring on weekend/holidays are to be submitted by 1000 the next business day.)
- Ensures the Executive Director is immediately notified of all allegations of abuse via the ED Notification Log.
- Monday - Friday submits aggregate program data for allegations of abuse to the Executive Director, Clinical Director and QA Director via GroupWise. The Executive Director Notification Log will be utilized to communicate the information. Weekend and holiday information will be included on the next working day report.
- On weekends and holidays identifies one residence per program to submit aggregate program data for allegations of abuse directly to the Executive Director, Clinical Director, QA Director and Program Director via Group Wise every 24 hours. The Executive Director Notification Form (See RP: 5.5.5 - Attachment B) will be utilized to communicate the information.
- Upon request, will advise the parents/guardian/conservator/advocate of the investigation's outcome.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

6.

Responsibility

Action

Clinical Director/Designee:

- Upon receipt of the Incident/Unusual Occurrence Report, informs the Executive Director of the action taken.
- Completes Level III review/investigation. Review/investigation to include, 1) agreement/disagreement with Level II findings: 2) whether additional investigation is warranted.
- Reviews and signs the Incident Brief, DS 2535 and forwards to Agency Evaluation.

Executive Director/Designee:

- Reviews and the Incident/Unusual Occurrence Report and signs the Unusual Occurrence Reporting Form then forwards both to the Agency Evaluation Office.

Agency Evaluation/Risk Analyst:

- Prepares Incident/Unusual Occurrence Brief, DS 2535 and forwards to the Agency Evaluation Director for review/signature.
- Forwards Incident/Unusual Occurrence Reports of alleged abuse to the Clients' Rights Advocate for information only.
- Completes the Unusual Occurrence Reporting Form for Licensing and forwards to the Executive Director/designee for review/signature.
- Completed brief is sent to the Quality Assurance Section, Developmental Services Division and the completed Unusual Occurrence form is faxed to the local licensing office within one working day following the occurrence of the incident. Submits by mail, the Regional Center Incident/Unusual Occurrence Brief to the Director of the individual's Regional Center.
- Incidents that occur on the weekend/holiday are to be reported by close of business the next business day unless it is determined that the nature of the incident requires the immediate attention of Headquarters. In such cases, the incident is reported by telephone to the Deputy Director by the ED/CD followed by a copy of the brief.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

7.

Responsibility

Action

ALLEGATIONS OF ABUSE REPORTED BY CLIENTS

OPS Police Officer:

- Notifies the Program Director immediately upon receiving an allegation of abuse from a client and the commander/designee when the incident meets the criteria for notification.
- Takes color photographs of the individual regardless of whether or not injury is evident and secures photograph evidence.
- Ensures Residence staff has the needed information to complete the Incident/Unusual Occurrence Report, Form DS 2506.
- Completes the Crime Incident Report - DS 213 as soon as possible and forwards the report to the Sergeant/Commander for approval.

Residence Staff:

- Immediately protects the safety of the individual by ensuring they are no longer in jeopardy of harm.
- Immediately notifies the Unit Supervisor/designee of the allegation.
- Requests immediate examination of the person by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Initiates Incident/Unusual Occurrence Report, Form DS 2506, (See policy/procedure 5.5.5, Incident and Client Injury Reporting).

ALLEGATIONS OF ABUSE OCCURRING OFF FACILITY GROUNDS

When a center employee receives a call or other information regarding an allegation of abuse occurring off facility grounds (school, work, park, vehicle, home, etc.) the employee should attempt to determine as many details as possible from the reporting party including their name, the individual's name, and the location and time of the incident, and request a written statement or copy of the incident report when one is completed by the service provider.

- The person receiving the information will immediately notify the OPS Police abuse reporting line by dialing Ext. "888" and the individual's Program Director. Following the notification the person receiving the information documents the details on the Incident/Unusual Occurrence form and in the individual's clinical record.
- The Unit Supervisor/designee, within 4 hours, sends a text message via GroupWise to the Executive Director, Clinical Director, Program Director and Director of Agency Evaluation.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

8.

INCIDENTS BETWEEN CLIENTS

Incidents between clients that result in injury, and/or if suspected assault or battery (physical abuse between clients) has occurred the following process will be followed:

Responsibility

Action

Residence Staff:

- Assures the safety of the individuals.
- Immediately notifies Police Services with the Office of Protective Services.
- Requests immediate examination of the person by the physician/RNP.
- Immediately notifies the Unit Supervisor/designee.
- Initiates Incident/Unusual Occurrence Report, Form DS 2506, (See policy/procedure 5.5.5, Incident and Client Injury Reporting).

Risk Analyst:

- Reviews incidents between clients and forwards a copy of the incident to OPS for review and a copy to the Clients' Rights Advocate for information only.

Office of Protective Services:

- Upon receiving a report of a client to client altercation, OPS shall, within 24 hours, initiate an investigation.

If the investigation reveals assault or battery has occurred:

Responsibility

Action

Program Director/Designee:

- Ensures the client is safe and no longer in jeopardy of harm.
- Ensures reporting procedures for physical abuse are followed.

Risk Analyst:

- Prepares Incident/Unusual Occurrence Brief, DS 2535 and forwards to Agency Evaluation Director for review/signature.
- Completes the Unusual Occurrence Reporting Form for Licensing and forwards to the Executive Director/designee for review/signature.
- Completed brief is sent to the Quality Assurance Section, Developmental Services Division and the completed Unusual Occurrence form to the local licensing office within one working day.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

9.

Responsibility

Action

Risk Analyst: (cont)

- Submits by mail, the Regional Center Incident/ Unusual Occurrence Brief to the Director of the individual's Regional Center.

Program Director:

- Assures the interdisciplinary teams of the involved individuals are convened to consider appropriate action, including, but not limited to: 1.) the potential for continuing the behavior, 2.) the need for a temporary or permanent change in residence, 3.) the need to design a behavioral program, and 4.) the need for counseling and/or legal services.

INVESTIGATION OF REPORT OF ALLEGED MISTREATMENT

Responsibility

Action

Office of Protective Services:

- The Commander/designee will request the assistance of other law enforcement agencies whenever, in the course of the investigation, it appears necessary.
- May request the assistance of the Program staff, medical staff and OPS police officers in conducting the investigation.
- OPS will provide the Executive Director with the status/results of the investigation within 5 working days. OPS may request the assistance of the Program/Service Director in conducting the investigation. The Program/Service Director (designee) shall serve as a resource person to the OPS and the accused employee.
- When reviewing an incident and assault or battery is suspected, follows established procedure, initiates investigation and notifies the Agency Evaluation/Quality Assurance office immediately.
- For suspected sexual assault/abuse, the Commander/Special Investigator can consult with the physician and determines the need for a SART examination. As soon as possible the determination is reported to the Executive and Clinical Directors.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

10.

Responsibility

Action

Risk Analyst:

- For allegations that involve SNF individuals notifies Licensing, via letter, of the status/results of the investigation within 5 working days.
- For allegations that involve PTA/CNA staff, notifies Licensing/Certification via "Report of Misconduct" within one working day.

Program Director:

- Advises OPS Unit of employee location and how they can be contacted.

The following additional procedures are affected, to be accomplished under the direction of OPS:

- ▶ Appropriate facility staff members may be assigned to assist in the fact-finding investigation.
- ▶ All employees, volunteers or visitors having possible information concerning the facts of the case being investigated will be interviewed and are required to provide the facts of the case as known to them. Employees will be required to make, and visitors and volunteers will be urged to make, a written signed statement containing all of the facts of the case as known to them.
- ▶ All known persons having possible information concerning the allegation being investigated shall be interviewed. The interviewer shall make a written and signed report.

Employee Rights Information Sheet

Before questioning of the accused employee, Program/Service Director (designee) shall advise the employee of the allegation, the investigative process and their rights, using the Employee Rights Information Sheet designed for the purpose (See Exhibit A).

- ▶ the original completed form is given to the employee,
- ▶ a copy retained by the Program/Service Director (designee),

The Program/Service Director (designee) shall advise the employee periodically of the status of the investigation. The OPS will keep the Executive Director informed of the status of investigations.

Availability of Employees During the Course of an Investigation

In order to expeditiously complete the investigation of an alleged mistreatment, employees having possible information concerning the case may be required to work overtime while the investigation continues or off-duty employees may be required to return to the facility, upon the direction of the assigned OPS personnel.

Information Revealed in Investigation of Alleged Mistreatment

All information revealed during the investigation of an alleged mistreatment shall be treated sensitively and limited to those in the need to know. All employees involved in an investigation shall receive a Notice of Confidentiality FDC - 1214. The specific names of employees alleged to have mistreated individuals shall not be noted in that person's record, but they should be included on the Incident/Unusual Occurrence Report form.

SUBJECT: TREATMENT OF CLIENTS**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

11.

Incident/Unusual Occurrence Reports and files of the Office of Protective Services are not shared with other persons or agencies, except as required by code, regulation, DDS Policy or court ruling. Summaries of incidents, investigative findings, and disposition of cases may, however, be provided to those in the need to know, such as Regional Center, parents/guardians, Licensing and Certification, the Ombudsman, the Adult Protective Services/Elder Abuse Office or the Child Abuse Registry. Requests for summaries should be submitted in writing to the Department of Developmental Services Legal Office in Sacramento.

Temporary Work Reassignment of Employee Allegedly Involved in Mistreatment Charges

There is no presumption of guilt when an employee is accused of mistreatment and no intent to abridge or to deny the employee's right to due process. Even though employees are presumed to be without guilt unless the fact-finding investigation produces data which provides or finds substantiation of allegations, clients will be protected at all times. The Clinical Director in consultation with Program Management, and the Police Officer/Investigator, as needed will determine the need for reassignment on a case by case basis. The reassignment may include 1) an alternate assignment which permits controlled client contact and includes reassignment of the employee away from identified clients (or other staff). Alternate assignments will always include moving the accused employee away from the victim 2) Non-client contact which restricts all contact with clients and includes placement of an employee away from their regular work assignment and out of their normal work area. The employee will receive written notice when reassigned to a different shift or work location. (In making such a decision, the Executive Director/Designee will give consideration to the currently known facts, the nature and seriousness of the allegation, the effect on total population care, welfare of the individuals, welfare of the employee involved and parental reaction to the allegation etc.) The investigator shall immediately notify the Commander/Designee when facts arise during the course of the investigation which may impact an employee's current work assignment.

ACTION TO BE TAKEN AT COMPLETION OF INVESTIGATION

When the investigation has been completed, the Office of Protective Services' Commander shall submit the findings to the Executive Director, Clinical Director, Agency Evaluation Director, Program Director and Personnel Director for determination of the action to be taken (substantiated cases) in the case, based on the facts disclosed during the investigative process. Following the above determination, all cases alleging abuse will be forwarded to the Human Rights committee (HRC) for their review. Upon request, will advise, parents/guardian/conservator/advocate of the investigation's outcome.

Any remedial administrative action deemed appropriate by the Executive Director shall be submitted to the appropriate Program/Service Director for implementation.

The Program/Service Director shall inform the employee, in writing (any adverse action will be served on the employee by the Personnel Director's office), of the outcome of the investigation.

- ▶ the original is given to the employee,
- ▶ a copy retained by the Program/Service Director (designee)

#

unannounced

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

5.6 HEALTH CARE

5.6.3 MEDICAL EMERGENCY INTERVENTION SERVICES

Emergency intervention services are available at the Center 24 hours a day, 7 days a week.

A medical emergency exists when the condition of an individual is, or has the potential of being, compromised if immediate medical attention is not provided. There is a physician available to respond to medical emergencies any time of the day or night at any location on campus. In the event the physician is unable to respond immediately or if the individual's medical condition warrants, the paramedics are called.

Emergency telephone numbers are posted on the telephone in each residence and activity area. The telephone number of the nearest poison control center is also posted on each telephone.

If an individual requires emergency medical services while off campus, he/she is taken to the nearest Emergency Center or the paramedics are called.

All medical emergencies are considered as Incidents and require review using the Incident Reporting process. (See policy/procedure on Incident Reporting.)

Procedures associated with Obtaining Emergency Assistance and Incidents Involving Ingestion of Poisonous/Toxic Substances are outlined in the Clinical Services - Residential section of the facility Procedure Manual. Procedures associated with Emergency Medical Conditions are outlined in the Health Care/Nursing Procedure Manual.

#

Authority Source and Associated Procedures

FDC	DDS	F42/ICF	F42/SNF	F42/HOSP	S22/ICF	S22/SNF	S22/A	W/I	Proc.
**	.	483.430(c)	483.40(d)	.	76341(b)(7)	72301(g)	70703(g)	.	NP
.	.	483.460	.	.	76641	72631	70859	.	BM
.	CSR

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 5 CLINICAL SERVICES – RESIDENTIAL

5.5 CLIENT SAFETY

5.5.5 INCIDENT AND CLIENT INJURY REPORTING

An incident is defined as any occurrence which is physically or psychologically harmful to a client and/or inconsistent with a client's expected behavior/condition or any occurrence that does, or has the potential of, compromising the individual's safety or adversely affecting the operation of the Center or the Department.

The purpose of maintaining an incident reporting system is to assure:

- ▶ that each incident is thoroughly investigated and analyzed to determine the cause, that appropriate action was taken at the time of the incident,
- ▶ that remedial action is taken to prevent a recurrence of similar incidents in the future,
- ▶ that management is alerted to situations which may result in legal action, adverse publicity or other repercussions and
- ▶ that data is analyzed and plans for improvement are developed, implemented, and monitored for effectiveness.

The types of Incidents defined in 5.5.5 Attachment A, are to be reported to Center management within 48 hours of the incident. Incidents, as defined in 5.5.5 Attachment B, are considered to be Headquarters Reportable and are to be reported to Center Management within one working day (24 hours). All incidents are reported utilizing form DS 2506, "Incident/Unusual Occurrence Report."

Serious incidents of unknown cause as defined in Procedure 5.5.5, Incident /Unusual Occurrence Reporting, are to be investigated by the Office of Protective Services (OPS) and will be reported to the Costa Mesa Police Dept. by (OPS), via fax, utilizing form DS 213, "Crime Incident Form", or other forms of communication if required. Status/Results of the investigation will be provided to the Executive Director within 5 working days.

All Headquarters Reportable Incidents are to be reported to the Quality Assurance Section, Developmental Centers Division, within one working day (24 hours) following the occurrence of the incident, via email, utilizing form DS 2535, "Incident Brief." The Executive Director/designee will verbally contact DCD, Deputy Director/designee of high profile, potential media related event within one hour of the incident.

All incidents of unknown cause, any injury or death related to behavior restraint use, and allegations of abuse are immediately reported to the Executive Director and investigated. The Clinical Director, Director of Agency Evaluation, and Office of Protective Services review all unknown injuries, any injury or death related to behavior restraint use, and abuse allegations.

Incidents, as defined in 5.5.5 Attachment C, are to be reported via fax to the Licensing Office within 24 hours or the following work day if the incident occurs on a weekend/holiday. A Regional Center Incident Brief will be completed and mailed to the Director of the client's Regional Center for all incidents reported to Headquarters and Licensing. Protection and Advocacy Inc. will be notified via fax by close of business day following the event, of any serious injury or death related to, or occurring as a result of restraint use.

SECTION 5 CLINICAL SERVICES – RESIDENTIAL

5.5 CLIENT SAFETY

5.5.5 INCIDENT AND CLIENT INJURY REPORTING 2.

An investigation can be requested during the review of any incident if suspicious bruising or other trends/patterns are noted which could constitute abuse.

Procedures associated with Incident reporting are outlined in the Clinical Services - Residential section of the facility Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	F42/HOSP	S22/ICF	S22/SNF	S22/A	W/I	Proc.
.	118	483.420(c)(6)	483.10(b)(11)(i)(A)	.	76521(c)(12)	72521(c)(6)	70737	.	CSR
.	508	.	.	.	76551(d)	72541	.	.	.

FAIRVIEW DEVELOPMENTAL CENTER

PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT

It is the responsibility of all employees to provide a safe and secure environment for all clients who reside at Fairview. When a client is found missing, a Search Team will be convened and search procedures will be implemented. All residences will have available on each AM and PM shift an identified staff that is trained as a member of the Search Team. When it has been determined or highly suspected that a client is found missing the paging system will be activated by the telephone operator to alert staff that Search Team members are to report to the Central Command Post in the lobby of the Administration building.

Responsibility

Action

Unit Supervisor/Designee:

- On admission or when an AWOL risk is identified, for those clients with known AWOL risk, completes Section 1 of the AWOL Information Sheet FDC 191, attaches the client's picture, signs and dates the form. (see RP:5.5.3 Attachment B)
- Keeps the AWOL Information Sheet on file on the residence.
- On a monthly basis, reviews the AWOL Information Sheet for accuracy and revises the form as necessary.

Shift Supervisor/Acting Shift Lead

- At the beginning of each AM and PM shift, identifies the designated search team member.
- Carries the pager on their person so that it can be heard when activated.
- For ICF residences, ensures the pager is in working condition.

When it has been determined or highly suspected that a client is found missing:

Residence Personnel and/or Escort
noting client's absence:

- Immediately notifies Dispatcher Clerk, Office of Protective Services (OPS), and clients Unit Supervisor/Designee.
- Initiates a search of the immediate area and/or residence. (See RP: 5.5.3 Attachment A - Search For Missing Client Checklist).

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT

2.

If the client is not found following a search of the immediate area and/or residence:

Responsibility

Action

Unit Supervisor/Designee:

- Notifies Program Director (designee).
- For clients found missing who have previously been identified as an AWOL risk, immediately completes Section 2 of the AWOL Information Sheet and submits the information to Central Command Center.
- For clients who have not previously been identified as an AWOL risk, immediately completes Section 1 and 2 attaches a picture and submits the information to the Central Command Center.
- When it is highly suspected that a client will leave the facility, deploy staff to the facility exits and the lobby of the Administration building.
- For those clients who have no history of leaving campus, sends search team member to the lobby of the Administration building when paging system is activated.

Dispatcher Clerk:

- When a call is received from Residence personnel/escort that a client is missing, initiates the paging system:
 - ▶ During holidays, weekends and evening hours, contacts the Assistant Coordinator of Nursing Services (ACNS) to assume the duties of Incident Commander.
 - ▶ Announces over the PA system that Search Team members are to report to the Administration Building lobby.
 - ▶ Activates the out "AWOL" paging code on Residences and CNS/ACNS/NOD pagers indicating the Search Team members are to report to the Central Command post, in the lobby of the Administration Building.
 - ▶ Initiates the Sign-In Sheet for Search Team Members.
 - ▶ Notifies the Clinical Director who will keep the Executive Director informed of the search status.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

3.

Once the paging system is activated all identified Search Team members will assemble at the Central Command Post in the lobby of the Administration Building to receive information regarding the missing client and instructions for the search.

Responsibility

Action

OPS Police:

- On receiving notification of missing client, notifies the Sergeant/designee of the clients' absence.
- As determined by the OPS Commander/Designee, notifies the Costa Mesa Police Department and requests a general broadcast be made on the clients' absence.
- Notifies all surrounding police agencies informing them of the unauthorized absence. In cases where the client is known to have used public transportation in the past, then notifies the Orange County Transit Authority and informs them of the unauthorized absence.

OPS Sergeant:

- Ensure the client information is entered into the California Law Enforcement Telecommunications System (CLETS) Missing person System.
- Calls in all available off duty law enforcement employees and Fire Chief.

The involved Program Director/designee will assume the responsibility of the Incident Commander and coordinate the search efforts. During holidays, weekends, and evenings, the Assistant Coordinator of Nursing Services will assume the role of Incident Commander until relieved by the Program Director/designee.

Responsibility

Action

Incident Commander:

- Reports to the lobby within 5 minutes of receiving the page.
- Secures necessary materials needed to implement the search and establishes a central command post for the purpose of:
 - coordinating communications,
 - providing necessary equipment/supplies, including cellular telephones and/or two way radios, which are obtained from the Dispatcher Clerk.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

4.

Responsibility

Action

Incident Commander (cont)

- ▶ providing search participants with search grid maps, information sheets about the missing individual, search procedure handouts, contact cards and flashlights which are obtained from the Dispatcher Clerk
- ▶ Assign search groups, designate group leader, and assign designated area to search.

Shift Supervisor/Designee:

- Once the out "AWOL" page has been received, immediately assesses the residence needs, and makes the necessary arrangements to release the Search Team member and directs them to report to the lobby of the Administration Building.
- Assigns staff to complete a search of the residence and immediate surroundings for the missing client (s).

Search Team Members:

- Within 5 minutes of release from the residence, assemble at the Central Command Post in the lobby of the Administration Building to receive information and instructions from Incident Commander regarding the missing client.
- Sign-in on clipboard at the Central Command Post.
- The leader of each search group will communicate with the command post at least every 15 minutes by telephone or two way radio.
- Will continue to search in assigned area until relieved and/ or search is terminated by the command post.
- When the client has been located, notifies the Telephone Operator of their location and that the client has been found. Remains with the client until the OPS police arrive to transport.
- After making written statements as to their # (radio/CP/etc) and area searched and any notable sightings, returns all two way radios or other equipment issued to the Telephone Operator and reports back to their work assignment.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

5.

Program Director/Designee:

- Notifies the client's parents/guardian/conservator and the Regional Center of the absence. Time frames for this notification will be at the discretion of the P.D. or designee.
- Assures that the individual's family is provided a status report on a periodic basis and as soon as possible after the client is located.
- Provides the Clinical Director with a periodic status report.

Clinical Director/Designee:

- Provides the Executive Director with a periodic status report.

Executive Director/Designee:

- Follows DCD protocol as outlined if determined to be an unusual circumstance or media event.

CLIENT FOUND MISSING DURING OFF-CAMPUS ACTIVITY SUPERVISED BY FAIRVIEW STAFF (Additional staff maybe contacted as needed to assist with the search).

Responsibility

Action

Client's Escort:

- Notify the person in charge if the client is not immediately located.
- Conduct a quick search of the immediate area.
- Organize a search party of available staff and volunteers.
- Ensure other clients remain under direct supervision.
- Notify the Unit Supervisor, OPS and Dispatcher Clerk.

Unit Supervisor/Designee:

- Contacts the Program Director upon receipt of notification that a client is found missing.

Program Director/Designee:

- Notifies the Clinical Director of the incident and arranges for available staff to go to the location to assist in the search as needed.
- Notifies or designates staff to notify the clients family.

Clinical Director/Designee:

- Notify the Executive Director of the incident.

RP: 5.5.3

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

6.

Responsibility

Action

Executive Director/Designee:

- Determines at what point Headquarters, the media, and licensing are to be notified.
- Follows DCD protocol as outlined if determined to be an unusual circumstance or media event.

OPS:

- Cooperates with involved Police Department in providing identifying information, picture, etc.
- Acts as liaison between the involved Police Department and the Center.

Dispatcher Clerk:

- When notified of the location of missing client immediately notifies the Police Officer on duty and the client's residence of their location.
- Notifies the Search Team members via the two way radio and sends an out "AWOL OVER" page indicating the client has been located.
- Announces over the PA system "AWOL OVER" twice.
- If the client is located by any outside agency, the operator will notify the residence and the Police Officer on duty for arrangements for the return of the individual.

ONCE CLIENT HAS BEEN LOCATED

Responsibility

Action

OPS Police:

- Notifies the involved Police Department and OPS Sergeant the client has been located.
- Immediately proceeds to the location and transports the client to their home residence.
- Completes a Crime/Incident Report, DS 213 documenting the circumstances surrounding the absence.
- Upon notification that the individual has been returned, will meet in the lobby and return the individual to his/her residence; or as arranged by outside agency.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

7.

Responsibility

Action

OPS Police: (cont)

- Investigates the circumstances surrounding the clients' unauthorized absence and completes a written report documenting the events.

Unit Supervisor/Designee:

- Notifies the Program Director.
- Upon return to the residence, notifies the physician to examine the client for possible injuries.
- Ensures:
 - ▶ the person initiating the search makes an appropriate entry in the individual's clinical record when the client is found.
 - ▶ the client is not in possession of any item which can be used as a weapon (See procedure 5.5.7 Client Searches)
 - ▶ the Incident Report form DS 2506 is completed
 - ▶ the family/guardian/conservator is notified that client has been located.

Program Director:

- Notifies the Clinical Director that the client has been found.

###

FAIRVIEW DEVELOPMENTAL CENTER

PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: INCIDENT/UNUSUAL OCCURRENCE REPORTING

SEE RP: 5.5.5 INCIDENT/UNUSUAL OCCURRENCE REPORTING - ATTACHMENT B FOR TYPES OF INCIDENTS TO BE REPORTED VIA THE INCIDENT /UNUSUAL OCCURRENCE REPORTING PROCESS.

NOTE: REFER TO EXHIBIT "A" AND ATTACHMENTS A, C, & D FOR SPECIFIC INSTRUCTIONS ON COMPLETING AN INCIDENT/UNUSUAL OCCURRENCE REPORT

Responsibility

Action

Reporting Employee:

- Ensures the safety of the client and notifies residence physician or MOD and Nurse of any incident involving injury, complaints of pain, discomfort, suicide attempts or other incidents as medically necessary.
- Notifies the Facility Police of the following incidents:
 - ▶ Client deaths
 - ▶ Alleged or suspected client abuse (see Policy and Procedure 1.6)
 - ▶ Injuries of unknown origin (see Attachment B - Types of Incidents for injury listing)
 - ▶ Serious injuries (see Attachment B - Types of Incidents for serious injury listing)
 - ▶ AWOL/Unauthorized absence or attempts
 - ▶ Fire
 - ▶ Major accident
 - ▶ Any injury as the result of client to client altercations
- Immediately notifies the Unit Supervisor/ designee of any incident reportable to the Clinical Director. (See Policy 5.5.5 Attachment G, Reporting Incidents to the Clinical Director).
- Initiates Form DS 2506, Incident /Unusual Occurrence Report (Exhibit A) , and submits to Unit Supervisor/Designee.
- Records circumstances of the incident in the individual's record.
- Documents unknown injuries and allegations of abuse (using the code "O", Other) on the IDN Log (See RP: 5.5.5 Minor Injury Reporting- Attachment A - IDN Log)

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: INCIDENT/UNUSUAL OCCURRENCE REPORTING (cont) 2.

Responsibility

Action

Physician:

- Upon request, examines individual immediately and records findings on Incident/Unusual Occurrence Report and in the individual's record.

Nurse:

- Upon request, examines individual immediately and records findings in the individual's record.

Unit Supervisor/Designee:

- For unknown injury, injury /death as the result of or during a behavior restrictive intervention, or allegation of abuse, within 4 hours sends a text message via GroupWise to the Executive Director, Clinical Director, Program Director, and Director of Agency Evaluation.
- Ensures the client's conservator or designated authorized representative (as indicated on the Notification Request Form, FDC 659) and Regional Center were notified of all incidents.
- Ensures the Program Director is immediately notified of any incidents reportable to the Clinical Director. (See Policy 5.5.5 Attachment G, Reporting Incidents to the Clinical Director).
- Ensures all other necessary notifications were made.
- Completes Level I review, and ensures that the Incident/Unusual Occurrence Report form is completed accurately and forwards to Program Director.
- Reviews the clinical records identified on the IDN Log daily to ensure required documentation has been completed. (See RP: 5.5.5 - Minor Injury Reporting - Attachment A - IDN Log).
- On a daily basis submits unknown injury and allegation of abuse data to the Program Office via the Executive Director Notification Log (See RP: 5.5.5 - Minor Injury Reporting - Attachment B).

Program Director/Designee

- Ensures that the Unit Supervisor/designee has completed the notifications of appropriate personnel as outlined above.
- Ensures the Executive Director is immediately notified of all unknown injuries and allegations of abuse via the ED Notification Log.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: INCIDENT/UNUSUAL OCCURRENCE REPORTING (cont)

3.

Responsibility

Action

Program Director/ Designee: (cont)

- Monday - Friday submits aggregate program data for unknown injury and allegations of abuse to the Executive Director, Clinical Director and QA Director via GroupWise. The Executive Director Notification Log will be utilized to communicate the information. Weekend and holiday information will be included on the next working day report.
- On weekends and holidays identifies one residence per program to submit aggregate program data for unknown injury and allegations of abuse directly to the Executive Director and Program Director via Group Wise every 24 hours. The Executive Director Notification Form (See RP: 5.5.5 - Attachment B) will be utilized to communicate the information.
- Completes Level II review/investigation and forwards to Agency Evaluation/Risk Analyst within 48 hours of report of incident, 24 hours if Headquarters and/or Department of Health Services requires notification, and if PAI reportable, by the end of the business day that the incident occurred.

Agency Evaluation

- Reviews incident and ensures completion of the Level III review.
- Ensures required notifications are completed (ie: Executive Director, Agency Evaluation Director, DPH, DCD, OPS, etc.).
- Distributes copies as needed if additional review is indicated (OPS, CRA, CNS etc.). Attaches a pink Incident/Unusual Occurrence Report Continuation Page to be used to document the additional review.
- Provides a copy of the Incident/Unusual Occurrence Report form for serious medication errors, as outlined in Procedure 4.11.15, Reporting Medication Errors/Potential Medication Errors, to the Pharmacy Director.
- Completed Continuation Page is returned to the AE Office.
- Retains originals of any completed Continuation Page(s) along with the original report and & provides a copy of the report and all related forms to the Program.

WHEN THE INCIDENT IS REPORTABLE TO HEADQUARTERS (DCD) OR OUTSIDE AGENCIES:

Responsibility

Action

Program Director/ Designee:

- Immediately reports to Headquarters', outside agency or required incidents to the Clinical Director. (See Policy 5.5.5 Attachment B, C, D, E, F and G).
- Forwards completed form to Agency Evaluation/Risk Analyst within 24 hours of report of the incident. (Reports of incidents occurring on weekend/holidays are to be submitted by 1000 hours the next business day.)
- If the incident involves an allegation of mistreatment follow Policy/Procedure 1.6, Treatment of Clients. The Level II review/investigation shall include:
 - the impact of the allegation on the client i.e., emotional, physical injury etc.
 - the disposition of the employee accused of mistreatment
 - that the Employee Rights Information Sheet notification of rights (FDC 162) was issued.
- Keeps parents/guardian and Regional Center advised of the status of an investigation, as appropriate, and, at its conclusion, the outcome.

Executive Director/Designee:

- Completes Level III review/investigation. Review/investigation to include, 1) agreement/disagreement with Level II findings; 2) whether additional investigation is warranted.

Agency Evaluation/Risk Analyst:

- Prepares Incident Brief, DS 2535 and forwards to Clinical Director/designee for review/signature (Incident Briefs as a result of death or serious injury related to, or occurring as a result of restraint use, will indicate the brief is regarding H&S Code Section 1180.2(e).)
- Sends a completed brief to Developmental Centers Division (Headquarters) within one working day following the occurrence of the incident via email.

Responsibility

Action

Agency Evaluation/Risk Analyst: (cont)

- Incidents that occur on the weekend/holiday are to be reported by close of business the next business day unless it is determined that the nature of the incident requires the immediate attention of DCD. In such cases, the incident is reported by telephone to the Deputy Director by the ED/CD followed by a copy of the brief.
- Notifies Department of Health Services (DHS) of the incident when applicable via fax.
- Notifies the Director of the client's Regional Center of unusual occurrences by mail when applicable, via the Regional Center Incident Brief.
- Drafts letter for AE/QA Director's signature for notification of Protection and Advocacy Inc. of any serious injury or death (See Policy 5.5.5, Incident Reporting - Attachment D) related to, or occurring as a result of restraint use and faxes a letter by close of the business day following the event.

INCIDENT/UNUSUAL OCCURRENCE REPORT RETENTION, FOLLOW-UP, AND REPORTS

Program Director/ Designee:

- Maintains Program Office file of Incident/Unusual Occurrence Reports.
- If an incident involves more than one individual, a copy of the incident report, in its entirety, needs to be made for each individual once all follow-up action has been completed.
- Incident/Unusual Occurrence Reports are maintained for a minimum of five years.
- Reports involving incidents which may or do result in litigation are retained until either the statute of limitations has expired or the litigation is resolved.
- Reports involving minors which may result in litigation are retained until the minor reaches the age of majority and the statute of limitations of the potential cause of action has expired.

**INCIDENT/UNUSUAL OCCURRENCE REPORT RETENTION, FOLLOW-UP, AND REPORTS
(cont)**

Responsibility

Action

Program Director/ Designee:

- When a individual is transferred to another Residential Program, forwards Incident/Unusual Occurrence Reports involving the individual to the appropriate Program Director.
- When an individual is released from Fairview, or upon their death, destroys all copies of Incident/Unusual Occurrence Reports.
- Maintains a system to ensure that all follow-up action (e.g., Personnel Action, Staff Training, IDT Follow-up, Safety/ Physical Plant Corrections, Administrative, Other) has been completed.
- Indicates review of follow-up action by entering Initials, Date, and Date Completed in the designated section on PAGE 3 of the Incident/Unusual Occurrence Report Review Page.
- Assigns a Program data base number and enters in section #4 of the incident report.
- Monthly, analyzes data for trends, appropriate management action, effectiveness of actions taken to prevent reoccurrence, completeness of investigation, need for follow-up, etc.
- Reviews the Risk Analyst's Quarterly Risk Management Report with program staff and implements recommendations as appropriate.
- Quarterly, submits a Risk Management report to the Agency Evaluation Office which includes:
 - The frequency of targeted types of incidents and plans of action when the frequency exceeds the established threshold.
 - Any action plans developed and implemented by the program and their effectiveness.
 - Feedback on the implementation and effectiveness of recommendations made by the Agency Evaluation/Quality Assurance Committee or contained in the Risk Analyst's Report.

**INCIDENT/UNUSUAL OCCURRENCE REPORT RETENTION, FOLLOW-UP, AND REPORTS
(cont)**

Responsibility

Action

Program Director/ Designee: (cont)

- An analysis of incidents involving individuals identified as repeat perpetrators/victims. The analysis shall include:
 - specific trends
 - whether aggressive acts were provoked or unprovoked
 - impact on client(s)
 - appropriateness of living arrangement
 - individual or group psychological services provided
 - review of the IPP
 - A review of the individuals during the previous quarter who were no longer identified as repeat perpetrators/victims.
 - plans to decrease repeat incidents
- An analysis of incidents involving cases of alleged abuse. The analysis shall include:
 - number of allegations
 - trends ie: specific clients who allege abuse; time of day; circumstances surrounding the incident; etc.
 - effectiveness of behavior milestones and /or need for milestones.
 - review of action plans
 - recommendations for training of staff and/or clients; changes in living arrangement; further IDT review, etc.
- An analysis of unknown injuries, including minor injuries. The analysis shall include:
 - specific trends
 - impact on client
 - review of the IPP
 - appropriateness of living arrangement
 - environmental factors
 - plans to decrease unknown injuries
- Reports due on the following dates:
 - April 15 (January-March)
 - July 15 (April-June)
 - October 15 (July-September)
 - January 15 (October-December)

**INCIDENT /UNUSUAL OCCURRENCE REPORT RETENTION, FOLLOW-UP, AND REPORTS
(cont)**

Responsibility

Action

Program Director/ Designee: (cont)

- Keeps Clinical Director apprised of identified problems, plans of action, and outcomes.

Agency Evaluation/ Risk Analyst:

- Assigns a facility-wide data base number, enters in section #4 on the original of the incident report form and enters into the facility-wide data base file. Maintains a copy of the incident report and related documents.
- Quarterly, provides the Program Director with a report that identifies individuals who have had two or more incidents during the previous quarter which were the result of aggression and/or self injurious behavior.
- Reviews the quarterly Risk Management report submitted by each Program which addresses their Program specific targeted types of incidents to ensure that:
 - plans for improvement have been developed, when indicated, and that the plans developed have been effective,
 - implementation and effectiveness of recommendations have been addressed,
 - plans are developed to address repeat perpetrators/victims and allegations of abuse.
- Summarizes the Program reports and presents to the facility Agency Evaluation/Quality Assurance Committee.
- Review and analyzes facility-wide data and prepares a facility-wide report each quarter for review by the Center's Agency Evaluation/Quality Assurance Committee:
 - Reports due by the following dates:
 - May 31 (January-March)
 - August 31 (April-June)
 - November 31 (July-September)
 - February 29 (October-December)

**INCIDENT/UNUSUAL OCCURRENCE REPORT, RETENTION, FOLLOW-UP, AND REPORTS
(Cont)**

Responsibility

Action

Agency Evaluation/Risk Analyst (cont.)

- The report is to include the following:
 - total number of incidents, by type as defined in Attachment B and the cause as defined in Attachment C.
 - specific trends regarding Programs, Residences, Shifts, Days of the week, time, etc.
 - actions implemented as a result of identified problems and/or trends.
- Prepares an annual report following the same format outlined for the quarterly reports for review by the Agency Evaluation/Quality Assurance Committee. Report is due by the following date:
 - August 15

Agency Evaluation/Quality Assurance Committee:

- Reviews the following reports prepared by the Agency Evaluation/Risk Analyst and makes recommendations/decisions for action as deemed appropriate:
 - Quarterly - the summary of Program specific targeted types of incidents;
 - Quarterly - the facility-wide reports.
 - Annually - the facility -wide reports

###

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 6 ADMINISTRATIVE SERVICES

6.5 HEALTH AND SAFETY SERVICES

6.5.2 FIRE PREVENTION AND SAFETY

The safety and well-being of the people who live and work at the Center is of utmost importance and has the highest priority in the delivery of services. The fire prevention program established at the Center meets the requirements of the current edition of the National Fire Protection Association's Life Safety Code.

There is a direct line from all telephones at the Center to the Costa Mesa Fire Department by dialing "222".

Under the direction of the Office of Protective Services Fire Chief, policies and procedures associated with fire prevention, fire drills, fire reporting and fire suppression have been developed and implemented throughout the Center. The Fire Chief monitors all aspects of the Fire Prevention and Safety Program and is available 24-hours a day to provide assistance and guidance to staff in the event of an emergency. In his absence, the Commander of the Office of Protective Services or designee assumes such responsibilities.

The Center is subjected to local, State and Federal inspections on a regular basis. Records of inspections and other activities associated with the Fire Prevention and Safety Program are maintained by the Fire Chief.

Fire prevention measures include the following:

- Fire and Life Safety training of all employees during orientation and annually thereafter.
- Monthly inspections of building exteriors and interiors by the Fire Chief and testing of alarm equipment.
- Monthly evacuation drills in resident occupied areas.
- Periodic fire drills in all non-residential areas of the Center.
- Posted evacuation routes in all buildings.
- Posted procedures for reporting a fire.
- Smoke Detectors and ABC Fire Extinguishers on all residences.
- ABC Fire Extinguishers.
- Strict guidelines for the types of furnishings, drapes, carpets and decorations used throughout the Center that meet all relevant codes and regulations.
- Smoking regulations for residents and staff.

Procedures associated with fire watch conditions and fire prevention, which includes fire evacuation drills, fire reporting and fire suppression, are outlined in the Administrative Section of the facility Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DDS	L&S Code	F42/HOSP	F42/ICF	F42/SNF	S19	S22/ICF	S22/SNF	S22/A	Proc.
.	5702	Sec.101	482.41	483.470(h)	483.75(o)	Inclusive	76213	72505	70743	A
.	.	.	.	483.470(i)	.	.	76509	72553	70745	H&S Manual
.	.	.	.	483.470(j)	.	.	76565	.	.	.

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 6 ADMINISTRATIVE SERVICES

6.6 PERSONNEL SERVICES

6.6.6 INCOMPATIBLE ACTIVITIES

Incompatible activities are defined as those activities which are inconsistent, in conflict with, or inimical to the duties of employees of the Center. There are activities which are absolutely prohibited and there are activities which require an individual determination on a case-by-case basis. An employee who engages in outside employment (defined as any service performed by an employee on his/her own time, during other than normal working hours, for which he/she receives any form of compensation that exceeds two hundred and fifty dollars per year) or an activity which is directly or indirectly related to the functions and responsibilities of his/her position, is required to request a review in accordance with established procedures.

The following activities are declared to be inconsistent, incompatible, in conflict with or inimical to an employee's duties and as such are prohibited:

- No employee may provide his/her service to obtain a salary, honorarium or compensation of any nature from any person so that such employee is receiving dual compensation from the State and from another source for the same period of time. This does not apply to employees while they are on vacation, compensating time off or military leave.
- No employee may in any way use his/her official position for personal gain.
- No employee may use records of the Center or the Department for private gain and no employee may divulge confidential information or records unless officially authorized to do so.
- No employee may engage in any outside employment, activity or enterprise which involves such a time demand that it results in less efficient or impaired performance of the employee's regular state duties.
- No employee may use, during or outside of office hours, any facility or departmental symbol, badge, identification card, record, information, facilities, staff time, equipment, supplies, training material, vehicle, telephone, addresses, postage, mailing lists or influence of a state position for personal gain or advantage, nor lend such items to clients, contractors, providers or other persons, unless otherwise authorized by law.
- No employee may claim travel expenses from the State for other than state business. No employee may accept dual payment for travel expenses.
- No employee may initiate contact with state administrative or legislative personnel for the purpose of presenting the Department's policy or position on legislation or amendments thereto or initiate or referendum petitions, unless such act is a part of the employee's official duty. This does not preclude employees, as private citizens, from contacting legislative or administrative personnel.

FDC/CCC Communication List**Attachment**
G**TEAM A**

Director	Doug Keller	957-5168
Assist.	Margo McLaughlin	327-6817
Nursing Coord.	John Barrett	327-6816

Residences under program: 1, 3, 7/9 and 8

TEAM B

Director	Terri Smith-Morse	957-5093
Assist.	Sue Bessette	957-5094
DTAC	Lisa Osorio	957-5316
Nursing Coord.	Cindy Robinson	957-5092

Residences under program: 11, 12, and 14

TEAM C

Director	Ernie Valencia	957-5051
Assist.	Erinn Kanney	957-5052
DTAC	Lydia Fasulo	668-7652
Nursing Coord.	John Padilla	957-5053

Residences under program: 29, 30, 36, 39, 41 and 43

TEAM D

Director	Judi Murray	957-5230
Assist.	Steve Buford	957-5229
DTAC	Larry DuBord	957-5191
Nursing Coord.	Debbie Ashlock	957-5228

Residences under program: 18, 21, 23, 28, 37 and 38

CPS

Director	Deb Williams	957-5200
Assistant	Michael Hatton	957-5205
Assistant	Analynn dePerio	957-5206

Communications (Key List)	Paul Del Muro	957-5246
---------------------------	---------------	----------

Fax 957-5510

Quality Assurance	Alexis Taylor	957-5482
-------------------	---------------	----------

Computer Lab	Barbara Darby	668-7616
Classroom 12	Maureen Cole	668-7645

Statement of Assurances for Protection of Personal Information

Health Insurance Portability and Accountability Act

45 C.F.R. §164.502(e)(2)

45 C.F.R. §164.308(b)(4)

State Administrative Manual

5300 et seq

1. Background

The State Administrative Manual sections 5300.3 through 5345.2 (hereinafter SAM) require the State to classify data and to maintain the integrity and security of its automated information. SAM Section 5310 requires that State agencies establish agreements with non-state entities to establish appropriate policies and procedures for preserving the integrity and security of automated files and data bases. This includes the identification of appropriate levels of confidentiality based on data classification. Policy for data classification is in SAM section 5320.5 and defines confidential, sensitive and personal information. Under this policy, personal information includes protected health information and individually identifiable health information transmitted by or maintained in electronic media.

The Health Insurance Portability and Accountability Act of 1996 (hereinafter HIPAA) Privacy and Security Regulations (45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart E) establish standards to protect the security and privacy of individually identifiable health information created, maintained, or transmitted for the purpose of providing or paying for health care. Under this regulation, it is necessary that the State establish written agreements with contractors who create, receive, maintain or transmit individually identifiable health information on behalf of the State to assure that said contractors will safeguard such information in accordance with the requirements of the 45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart C and Subpart E.

2. Contract Practices

For purposes of this Agreement, Contractor agrees to carry out the requirements set forth by the HIPAA Security and Privacy Regulations for business associates as well as the requirements set forth by the SAM.

3. Definitions

The following definitions shall apply to the terms used in this Agreement:

Personal Information is information that identifies or describes an individual including, but not limited to, the following:

- A. Notice-Triggering Personal Information**, defined as specific items or personal information (name plus Social Security Number, driver's license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if an unauthorized person acquires it. [Civil Code Sections 1798.29 and 1798.3];
- B. Protected Health Information**, defined as individually identifiable information created, received, or maintained by such organizations as health care payers, health care providers, health plans, and contractors to these entities, in electronic or physical form. [Confidentiality of Medical Information Act, Civil Code Section 56 et seq.]; [Patients' Access to Health Records Act, Health and Safety Code Sections 123100-123149.5]; [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164];
- C. Electronic Health Information**, defined as individually identifiable health information transmitted by electronic media or maintained in electronic media. [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164].

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R Part 160 and Part 164 of the implementing regulations HIPAA and those terms in SAM.

4. Uses and Disclosures of Personal Information

Except as otherwise provided in this Agreement, Contractor may use or disclose personal information to perform functions, activities or services for, or on behalf of, the State as specified in the contract, provided that such use or disclosure does not violate the HIPAA Security and Privacy Regulations if done by the State or the minimum necessary policies and procedures of the State or the minimum necessary policies and procedures of the state. [45 C.F.R. §164.504(e)(2)(i)]

Except as otherwise limited in this Agreement, Contractor may disclose personal information for the proper management and administration of the Contractor provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. [45 C.F.R. §164.504(e)(4)]

Contractor may use personal information to report violations of law to the appropriate federal and state authorities consistent with 45 C.F.R. §164.502(j).

5. Further Disclosure of Personal Information

Contractor shall not use or further disclose personal information other than as permitted or required by this Agreement, or as required by law. [45 C.F.R. §164.504(e)(2)(ii)(A)]

Safeguarding Personal Information

Contractor shall use appropriate safeguards to prevent use or disclosure of personal information other than as provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(B)]

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic personal information it creates, receives, maintains, or transmits in an electronic format on behalf of the State. [45 C.F.R. §164.314(a)(2)(i)(A)]

Contractor shall ensure appropriate levels of confidentiality for the data based on data classification. [SAM 5320.5]

Contractor shall require that if a data file is downloaded to a mobile device or desktop computer from another computer system, the specifications for information integrity and security which have been established for the original data file must be applied in the new environment. [SAM 5310]

Contractor shall require encryption of State data that is confidential, sensitive, and personal when it is stored or transmitted using portable computing devices (including, but not limited to, laptops and notebook computers) and/or portable electronic storage media. [SAM 5310]

Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used. [SAM 5310]

Contractor shall comply, as appropriate, with all Department of Developmental Services Information Security Policies supplied to them by DDS. [SAM 5310]

7. Uses and Disclosures of Personal Information not Provided for by this Agreement

Contractor shall report to the State any use, disclosure, or security incident involving personal information of which it becomes aware that is not provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(C)]; [45 C.F.R. §164.314(a)(2)(i)(C)]; and [SAM 5310]

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of personal information by the contractor in violation of the requirements of this Agreement. [45 C.F.R. §164.530(f)]

8. Agents and Subcontractors

Contractor shall ensure that any agent, including a subcontractor, to whom the Contractor provides personal information received from, or created or received by the Contractor on behalf of the State, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information. [45 C.F.R. §164.504(e)(2)(ii)(D)]

Contractor shall ensure that any agent, including a subcontractor, to whom it provides personal information received from, or created or received by the Contractor on behalf of the State in electronic format, agrees to implement reasonable and appropriate safeguards to protect the electronic personal information. [45 C.F.R. §164.314(a)(2)(i)(B)]

9. Access to Personal Information

Contractor shall provide access, at the request of the State, and in the time and manner designated by the State, to personal information in a designated record set to the State or, as directed by the State, to an Individual in order to meet the requirements of 45 C.F.R. §164.524. [45 C.F.R. §164.504(e)(2)(ii)(E)]

10. Amendments to the Designated Record Sets

Contractor shall make any amendment(s) to personal information in a designated record set that the State directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the State or an individual, and in the time and manner designated by the State. [45 C.F.R. §164.504(e)(2)(ii)(F)]

11. Documentation and Accounting of Disclosures

Contractor shall document disclosures of personal information and information related to such disclosures as would be required for the State to respond to a request by an Individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R., §164.504(e)(2)(ii)(G)]

Contractor shall provide to the State or an Individual, in the time and manner designated by the State, information collected in accordance with 45 C.F.R. §164.528, to permit the State to respond to a request by the Individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R. §164.504(e)(2)(ii)(G)]

12. Records Available to the State and Secretary

Contractor shall make its internal practices, books and records relating to the use and disclosure of personal information received from the State, or created or received by the Contractor on behalf of the State, available to the State or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the State's compliance with the HIPAA privacy requirements, in the time and manner designated by the State or the Secretary. [45 C.F.R. §164.504(e)(ii)(2)(H)]

3. Personnel Designation

Contractor shall designate a compliance official to be responsible for developing and implementing procedures necessary to carry out the contractor's obligations under this agreement.

Contractor shall designate an official to provide a signed confidentiality statement. [SAM 5310]

14. Term and Termination

A. Term

The Term of this Agreement shall terminate when all of the personal information provided by the State to the Contractor, or created or received by the Contractor on behalf of the State, is destroyed or returned to the State. [45 C.F.R. §164.505(e)(2)(iii)]; [45 C.F.R. §164.314(a)(2)(i)(D)]

B. Termination for Cause

Upon the State's knowledge of a pattern of activity or practice by the Contractor that constitutes a violation of this Agreement by the Contractor, State shall either: (1) take reasonable steps to provide an opportunity for the Contractor to end the violation, and shall terminate this Agreement if Contractor does not end the violation within the time specified by the State; (2) immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or (3) report the violation to the Secretary if such cure is not possible.

C. Effect of Termination

Upon termination of this contract for any reason, Contractor shall return or destroy all personal information received from the State, or created or received by the Contractor on behalf of the State. This provision shall apply to personal information in possession of subcontractors or agents of the Contractor. Contractor, its agents or subcontractors shall retain no copies of the personal information.

In the event Contractor determines that returning or destroying the personal information is not feasible, the Contractor shall provide the State notification of the conditions that make return or destruction not feasible. If the State agrees that the return of the personal information is not feasible, the Contractor shall extend the protections of this Agreement to such personal information and limit further use and disclosures of such personal information to those purposes that make the return or destruction infeasible, for so long as the Contractor, or any of its agents or subcontractors, maintains such personal information. [45 C.F.R. §164.504(e)(2)(ii)(I)]

15. Miscellaneous

A reference in this Agreement to the Privacy and/or Security Regulation means as in effect or as amended.

The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for the State to comply with the requirements of the HIPAA Security and Privacy Regulations and with the requirement of SAM.

The respective rights and obligations of the Contractor under 14, Term and Termination, of this agreement, shall survive the termination of this Agreement.

Any ambiguity in this Agreement shall be resolved to permit the State to comply with the HIPAA Security and Privacy Regulations and with the requirements of SAM.

References:

United States Department of Health and Human Services, Office for Civil Rights, Medical Privacy - National Standards to Protect the Privacy of Personal Health Information
<http://hhs.gov/ocr/hipaa>

United States Department of Health and Human Services, Centers for Medicare and Medicaid Services – Security Standards <http://www.cms.hhs.gov/SecurityStandard/>

State Administrative Manual - <http://sam.dgs.ca.gov/>

CONFIDENTIALITY AGREEMENT

<Name of Entity/Project>

Required for Release of DDS Data per the State Administrative Manual Section 5310

I hereby acknowledge that Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirements imposed by State and Federal laws including California Welfare and Institutions Code sections 4514, 5328, and 15600 et seq; California Penal Code 11167.5; and the Health Insurance Portability and Accountability Act of 1996 Parts 160 and 164.

I assure that the appropriate provisions of both State and Federal law have been met by my organization and further assure that all agents of my organization, including subcontractors, understand that unauthorized use, dissemination or distribution of DDS personal information is a crime and that breaches of confidentiality and security are subject to civil and criminal penalties.

I assure that agents, including subcontractors, of my organization will not use, disseminate or otherwise distribute records or documents containing DDS personal information, either on paper or by electronic means, other than as required in the performance of their duties per this contract.

I agree that unauthorized use, dissemination or distribution of DDS records, documents or information is grounds for immediate termination of my organization's contract with the DDS and may subject me to penalties, both civil and criminal.

Signature

Date: _____

Name/Title (Print)



THE WESTIN

SOUTH COAST PLAZA
COSTA MESA

LETTER OF AGREEMENT BETWEEN THE WESTIN SOUTH COAST PLAZA AND COASTLINE COMMUNITY COLLEGE

December 14, 2009

Dr. Joumana McGowan
COASTLINE COMMUNITY COLLEGE
12901 Euclid Street
Garden Grove, CA 92840
Phone: 714-241-6209 x17318
Email: jmcgowan@coastline.edu

Tammy Ro
The Westin South Coast Plaza
686 Anton Boulevard
Costa Mesa, CA 92626
Phone: 714-662-6614
Fax: 714-662-6608
Email: tammy.ro@westin.com

RE: Coastline Community College Meeting
MEETING DATES: Thursday, April 29, 2010 - Saturday, May 01, 2010

COASTLINE COMMUNITY COLLEGE ("Group") and The Westin South Coast Plaza ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties and received, by **January 28, 2010**.

Between now and **January 28, 2010**, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this agreement is not mutually executed by **January 28, 2010**, the room block may be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	Thu 04/29	Fri 04/30
Traditional	25	25
Guestroom		

Group rate available for guests 3 days pre and post, based only upon availability

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is **April 01, 2010**. Reservations requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room type availability.. Failure to reserve rooms before the cut off date will not impact the enforceability of the attrition or cancellation clauses.

RESERVATION PROCEDURES

INDIVIDUAL CALL-IN

All guests shall make their room reservations by calling (888) 627-7213 on an individual basis, identifying themselves as members of **Coastline Community College Meeting**.

RATES

We are pleased to confirm the following special event rates:

Room	Single Rate	Double Rate
Traditional	110.00	110.00
Guestroom		

Rates do not include applicable state and local taxes, currently 8.75%, or the following automatic or mandatory charges (e.g., resort charges): _____. No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Group _____ Hotel _____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

STARGROUPS WEBSITE

Hotel will create a free customized website for Group's event or meeting through a product known as StarGroups. This customized website will allow attendees to book their hotel reservations online, and may also include personalized information about the event or meeting, including Content, links to Group's website, and dining, entertainment, and city information.

This website will also allow you to access group reports which show the number of individuals that have booked guest rooms using the website. The website's unique URL will be distributed to the Group's contact, or to such other person designated by Group, for distribution to members and other attendees.

DISCLOSURE

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service charges, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates, including that a portion of Group's room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of fifty percent [50%] will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at 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.

CONTENT

To the extent that Group provides any content to Hotel, including promotional brochures, flyers, logos, pictures, music and meeting schedules (collectively, the "Content") for any reason, including for distribution at the meeting or for inclusion on a StarGroups website, Group hereby warrants that it has all rights, permissions, and licenses necessary to provide the Content to Hotel for its intended use. Group further warrants that it has all rights, permissions, and licenses necessary to display or perform all Content used by Group at its event.

GROUP DATA

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Group Data") for any reason, Group hereby represents, warrants and covenants that, prior to providing Hotel with the Group Data, Group shall have obtained all rights and permissions necessary to (i) provide the Group Data to Hotel, (ii) transfer the Group Data to locations both within and outside the point of collection, including to the United States, and (iii) grant to Hotel the right to use or release the Group Data to Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood's affiliates, and other entities and locations within the Starwood reservation, sales and catering, and database management systems for lawful Starwood related business purposes, including to confirm reservations and to provide stay related communications, and to provide access to third parties retained to provide services required or requested by Group, including Contracted Vendors.

ROOM & RELATED CHARGES:

Guests will be responsible for their own guest room, tax and incidental charges upon check-out and the Group will be responsible for all scheduled food & beverage and service charges.

INDIVIDUAL GUEST ROOM DEPOSIT AND CANCELLATION POLICIES

A deposit equal to one night's stay is required to hold each guest's reservation. Such deposit shall serve to confirm the reservation for the dates indicated, and, upon check-in, shall be applied to the guest folio of the reserved stay. These deposits paid by individuals are refundable if notice is received by Hotel at least twenty four [24] hours prior to arrival and a cancellation number is obtained.

Group _____ Hotel _____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

BILLING ARRANGEMENTS

A master account will be set up for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition fees. Group shall review all charges billed to the Master Account to ensure accurate billing.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the first day of the event, and all Master Account charges will be charged at departure. Any amounts not paid at departure will accrue interest at the rate of 1 ½% per month from the date of departure.

Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from date of departure.

CREDIT CARD PAYMENT

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

GROUP DEPOSIT

A deposit of \$2,500 is due upon execution of agreement.

A deposit schedule is due as follows

January 29, 2010
April 24, 2010

Amount: \$11,870.00
Amount: \$18,379.26

Remaining balance (including an additional 15% for possible overages) is due 5 business days prior to the groups arrival, unless a line of credit is established with the Hotel's credit manager to cover all estimated master account charges.

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.

FOOD & BEVERAGE POLICIES/PRICING/TAXES/GRATUITY & SERVICE CHARGES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. The following additional amounts will be added to all food and beverage, and meeting room rental charges:

Twenty-one percent [21%] of the food and beverage total, and meeting room rental plus any applicable state or local tax, will be added as a service charge. This service charge is not a gratuity and is the property of the hotel to cover discretionary costs of the Event.

All taxes are subject to change without prior notification.

FUNCTION SPACE

Based on your requirements, we have reserved meeting and function space as shown on the following schedule of events at the rates indicated.

Date	Start Time	End Time	Function	Setup	Ag	Room Rental
4/29/2010	8:00 AM	9:00 PM	Meeting	Classroom 2 x 6	80	800.00
4/29/2010	5:00 PM	7:00 PM	Reception/ Dinner	Cocktail Rounds	80	
4/30/2010	7:00 AM	9:00 AM	Breakfast	Rounds	80	

Group _____ Hotel _____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

4/30/2010	8:00 AM	5:00 PM	Breakout	Classroom 2 x 6	25	300.00
4/30/2010	8:00 AM	5:00 PM	Breakout	Classroom 2 x 6	25	300.00
4/30/2010	8:00 AM	5:00 PM	Breakout	Classroom 2 x 6	25	300.00
4/30/2010	8:00 AM	5:00 PM	Breakout	Classroom 2 x 6	25	300.00
4/30/2010	12:00 PM	1:00 PM	Lunch	Rounds	80	
5/1/2010	10:00 AM	11:00 AM	Brunch	Rounds	80	

USE OF FUNCTION SPACE

To protect the safety and security of all Hotel guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Hotel. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

CONTRACTED VENDORS

Hotel has contracted with certain other providers of services (e.g., destination management companies, florists or drayage/exhibit provider) that Group may elect to use to provide services for its meeting or event ("Contracted Vendors"). Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

SECURITY

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. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property.

ATTRITION 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 guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition 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.

GUEST ROOM ATTRITION

Group agrees to provide a minimum dollar amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue if Group achieves at least 90% of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between 90% of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

GUEST ROOM ATTRITION RESALE CREDIT

Any Attrition Damages due pursuant to the **GUEST ROOM ATTRITION** clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel. Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not

Group _____ Hotel _____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times twenty (20).

BANQUET FOOD AND BEVERAGE MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of \$16,221.00 in banquet food and beverage and/or banquet revenue ("Minimum Food and Beverage Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve this Minimum if Group achieves at least 90% of the Minimum Food and Beverage Revenue. Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Food and Beverage Revenue (i.e., the amount necessary to achieve 90% of the Minimum Food and Beverage Revenue). For purpose of calculation of minimum revenue and amounts achieved, taxes, service charge and gratuities paid are not included. Group shall pay all applicable taxes on amounts due under this clause

CANCELLATION

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue:	\$5,500.00
Minimum Food and Beverage Revenue:	\$21,344.80
Estimated Other Revenue:	\$9,007.17
Total:	\$35,851.97

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **FORCE MAJEURE** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

On or before:	January 28, 2010	Amount: \$8,962.99
On or before:	February 28, 2010	Amount: \$17,925.50
On or before:	April 29, 2010	Amount: \$26,888.98

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation 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, therefore the reductions applicable in the **GUEST ROOM ATTRITION** and **GUEST ROOM ATTRITION RESALE CREDIT** clauses will not apply in the event of a cancellation.

FORCE MAJEURE

The performance of this Agreement by either party 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 Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group 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 respective obligations pursuant to this contract.

INDEMNIFICATION

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, 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 breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (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

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in

Group_____ Hotel_____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

AUDIO-VISUAL & 3rd PARTY SUPPLIERS

The Hotel has an agreement for full service, on-site audiovisual production with Presentation Services ("PSAV"), and is confident that PSAV will provide exceptional service for your Group's event and will make every effort to meet Group's budgetary requirements. Hotel recognizes that Group may instead elect to use a third party supplier of audiovisual services. However, pursuant to the Hotel's Collective Bargaining Agreement with the union that represents PSAV employees, you agree and understand that in addition to your own AV provider, you will be required to pay to have PSAV technicians present at any function at which AV services are provided. The number of required PSAV technicians will depend upon the size of the function and AV services. Group agrees to inform Hotel of any decision to bring in a Third-Party Supplier a minimum of sixty (60) days prior to your event to insure that such Third-Party Supplier has full copies of Hotel's Audio Visual Service Standards, Hotel Regulations and Costs associated with both, prior to the planning process and to determine the number of PSAV technicians that will be required. Upon receipt of such notice, a Sales; Convention Service or Catering manager from the Hotel will provide Group with an addendum which addresses Third-Party Supplier compliance to the Audiovisual Service Standards and Hold Harmless Agreement and must be signed by either Group or its Third-Party Supplier a minimum of forty-five (45) days prior to Group's event. Please know that each standard is focused on customer service, protection of property and Hotel guest safety and security and must be followed by all Third-Party Suppliers providing services at the Hotel.

HIGH SPEED INTERNET ACCESS

The Westin South Coast Plaza is pleased to offer High Speed Internet Access in each of our Meeting Rooms. Should you require this service during your program, we will require a minimum of 48 hours notice in order to insure proper set-up. The cost of this service is as follows and can be applied to your Master Account.

- \$125.00 – Per additional line requested for the first day of the program and \$50.00 per line, per day after the first day.

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 Iliana Marin, Coastline Community College Meeting, Thursday, April 29, 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

LIMITATION ON PUNITIVE DAMAGES

The parties hereby agree that neither party shall be liable for any punitive damages.

Group _____ Hotel _____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

DISPUTE RESOLUTION

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 before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city 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 the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group 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

Group agrees that it may not assign its 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.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

ACCEPTED AND AGREED TO:

By: COASTLINE COMMUNITY COLLEGE
Jerry Patterson
President of the Board

By: The Westin South Coast Plaza
Tammy Ro
Sales Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

Group_____ Hotel_____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009

STARWOOD PREFERRED PLANNER POINTS

1. **Client Accepted Points** The following should be added to confirm Starpoints will be awarded and to clarify who is to receive the points.

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number

Group_____ Hotel_____

STARWOOD
HOTELS & RESORTS WORLDWIDE, INC.

As of December 14, 2009



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: WIA.16-RR-09

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), and J. Employment Development Department Independent Operator Reporting Requirements.

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

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, Congress has enacted the "American Recovery and Reinvestment Act of 2009," hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic recovery, and assist those most impacted by the recession; and

WHEREAS, Congress has directed employment and training programs of American Recovery and Reinvestments Act to be administered through the Act; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, _____ a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed Two hundred and fifty two thousand three hundred twenty five dollars (\$252,325) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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 January 4, 2010 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.

4. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the

CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2010, and that any and all funds remaining as of June 30, 2010, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2010. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2010.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning February 1, 2010, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Two hundred and fifty two thousand three hundred twenty five dollars (\$252,325)

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Services Community Investment Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in 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.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's

services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and 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.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records

requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(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

accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The

COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible

proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(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

of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this 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

may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without

limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be

exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

39. DRUG FREE WORKPLACE

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.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources
 OC Community Services / Community Investment Division
 1300 South Grand Avenue

Building "B"
Santa Ana, California 92705

CONTRACTOR:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____

By: _____
Steve Franks
Director, OC Community Resources

CONTRACTOR*

Dated: _____

By: _____
Jerry Patterson
Title: Board President

Dated: _____

By: _____
Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

COUNTY COUNSEL
County of Orange

Date: _____

By: _____
Deputy

Exhibit A
GENERAL PROGRAM REQUIREMENTS

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.

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.

**WIA SUBRECIPIENT STATEMENT OF WORK
(Program Year 2009-2010)**

This Statement of Work is part of the Contract between the County of Orange and Coastline Community College District/Institute of Women Entrepreneurs, SUBRECIPIENT, dated January 4, 2010. It is incorporated into that Contract as though fully set forth therein:

TITLE OF PROJECT: Industry Clusters Business Assistance Program

CCCD/Institute of Women Entrepreneurs ("Contractor") shall provide comprehensive assistance to small businesses in Orange County. This assistance shall be provided through the following service areas:

- 1) ***Business Assistance Programs for Start-up Businesses:*** The program is to deliver the following services to start-up businesses, and to submit the curriculum to the COUNTY as a deliverable.
 - a) Proactive workshops through the *RtStart Business Edge Series*. Session topics are to include:
 - Starting Your Business the Right Way
 - Human Resources Laws
 - Workplace Regulations
 - Legal Structures
 - Financing Options (Attracting Capital)
 - Record-keeping
 - Developing a Business Plan
 - Doing Business Online
 - Identifying Your Customers and Promoting your Business
 - b) Sales Techniques and Marketing Your Business
 - c) Individual Business Coaching and Mentoring
 - d) Group oriented, as well as individual business consultations are part of the RtStart service mix in this program's scope of work.
- 2) ***Business Assistance for Business Expansion:*** The program is to deliver the following services to existing businesses seeking to expand, and to submit the curriculum to the COUNTY as a deliverable.
 - a) Interactive workshops/work sessions through the *RtStart Business Edge Series*. Session topics include:
 - Strategic Expansion of Business the Right Way
 - Human Resources Laws
 - Workplace Regulations
 - Legal Structures
 - Financing Options (Attracting Capital)
 - Redesigning and Implementing the Business Plan
 - Financial Management
 - E-Commerce
 - Identifying Your Customers and Promoting Your Business
 - Sales Techniques and Marketing Your Business
 - Cash Flow Management
 - Certification...Winning Government Contracts
 - b) Business Coaching and Mentoring
 - c) Strategic planning
 - d) Business process re-engineering

- e) Business financial modeling using Optimist software
- f) Group oriented, as well as individual business consultations are part of the RtStart service mix in this program's scope of work
- g) The collaboration with One-Stop Center includes additional workshops: Stress Management, Time Management and Values and Labor Market Information.

3) **Industry Cluster Specific Small Business Roundtable**

Contractor shall organize *three* industry cluster forums for small businesses. The events are to be coordinated with **Orange County Business Council Industry Cluster Forum Series**, and an integrated plan for each **Industry Cluster Forum and Small Business Roundtable** to be submitted as part of the contract deliverable. Small businesses in these following clusters are to be focused and invited to cluster based events:

1. Energy & Environment
2. Information Technologies
3. Creativity/Innovation (to be determined by the COUNTY, subject to revision)

Such coordinated events shall take the following format unless otherwise agreed upon between CONTRACTOR and COUNTY:

On the same day, in the same location as a OCBC Industry Cluster Forum, CONTRACTOR shall host a small-business event, to be marketed to and attended by no less than 50 local community and business leaders at each event; act as forums for Orange County small businesses to express their needs related to workforce development, financing, government regulations, business conditions, and the economy. Participants are to be encouraged to attend the Industry Cluster Forum to follow, the registration of which is to be coordinated between CONTRACTOR and OCBC.

This shall be accomplished in conjunction with other strategic alliances, including the Institute of Electrical and Electronic Engineers (IEEE), Orange County Engineering Council, Orange County Business Council, California Hispanic Chambers of Commerce and their consortium of chambers. Industry leaders invited to the cluster forums shall present career ladder opportunities in their fields. Additionally, Contractor shall utilize the ACT Center, housed at the One-Stop Center, where employees can obtain certification to advance their careers for upward mobility.

- 4) **Efficiency Analysis and Improvement Services to Small Businesses** that are adversely affected by the current economy and require business services to be sustainable and stay in business. Efficiency analysis services shall target companies that are at risk, and prior to WARN implementation handled by the OC Business Services program. CONTRACTOR shall coordinate activities in this area with the Orange County Business Service Center to ensure no duplication of services. To mitigate potential layoffs, at risk businesses shall have no-cost access to consultants for business assessment, Optimist software business diagnostic tools, recommendations, resources to implement changes, and individualized counseling to implement strategic goals for the company. Should targeted companies need the assistance of filing a WARN notice, they shall be directed to the Orange County Business Service Center.

CONTRACTOR shall prioritize services to small businesses engaging in scalable enterprises over 'lifestyle' businesses, direct sales, or multi-level-marketing businesses.

CONTRACTOR is hereby requested to work with the Orange County Business Council and provide assistance where appropriate in developing a **Greening the Orange Guide** that shall be utilized by the Orange County Business Service Center when working with businesses, being a reference guide on how Orange County businesses can 'go green' to benefit the company's profitability and jobs retention; as well as a **Green Business Strategy Guide** that shall be utilized by the Orange County Business Service Center when working with green businesses, being a reference guide on starting and growing a business in the significant industry sectors within the Energy/Environment cluster.

**WIA PERFORMANCE
Rapid Response Special Projects
PY 2009-2010**

CONTRACTOR: Coast Community College District/IWE

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:

Integrated Plan for Industry Cluster Forum and Small Business Roundtable	Due 30 days before 1 st Event
Coordination Plan Layoff Aversion Services with OC Business Service Center	Due 30 days before 1 st Service
Business Assistance Programs for Start-up Businesses Curriculum	Due 15 days before 1 st Service. Revisions are due 15 days before revised services are provided.
Business Assistance for Business Expansion Curriculum	Due 15 days before 1 st Service. Revisions are due 15 days before revised services are provided.
Determination Methodology for Job Retention/Creation and Economic Impact	Due with final invoice.

Number of Technical Assistance Hours	1,100
Number of Program Orientations	22
Number of Businesses Outreach ¹	700
Number of Workshops Provided	22
Individual Consultation Sessions	720
Number of Industry Cluster Small Business Roundtables	3

Number of Jobs Retained/Created ²	220
Economic Impact Dollars to the Economy ³	\$2,000,000
Number of New Business Start-ups	24

¹ CONTRACTOR agrees to coordinate outreach with the Orange County Business Service Center to avoid duplicating of contacts. In the instance a business is already being served by Orange County Business Service Center, CONTRACTOR is to confer with the Business Service Center prior to providing services.

² CONTRACTOR agrees to provide a written explanation of how jobs created/retained is determined.

³ CONTRACTOR agrees to provide a written explanation of how economic impact is determined.

WIA Budget

Orange County One-Stop Center

FY 09/10

	ADDITIONAL FUNDING	<u>Budget</u> IWE
PROGRAM	Operations Activities:	
	Salaries	166,930
	Benefits	32,674
	Facility Lease	8,607
	Staff Training	
	Printing	4,000
	Publications/Marketing Material	4,000
	Meeting / Conference	
	Telephone	600
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	4,310
	Equipment Lease	2,000
	Professional Memberships	
	Subscriptions	
	Postage	2,000
	Office Supplies	3,500
	Consultant/Subcontract	4,000
	Travel / Mileage	4,000
	Other: (Industry Cluster Forums)	6,000
	Operations Related Activities Subtotal	242,621
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost / ITA	
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	242,621
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	9,704
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	9,704
	Grand Total	252,325

ORANGE COUNTY ONE-STOP CENTER PY 09-10 EXPENDITURE PLAN

Institute for Women Entrepreneur (IWE)

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Staff Training
- 5 Printing
- 6 Publications/Marketing Material
- 7 Meeting / Conferences
- 8 Telephone
- 9 Equipment Lease
- 10 Equipment (under \$5,000)
- 11 Professional Memberships
- 12 Subscriptions
- 13 Postage
- 14 Office Supplies
- 15 Consultant/Subcontract (under \$10,000)
- 16 Travel/Mileage
- 17 Other:
- 18 Participant Wages & Benefits
- 19 Employer Reimbursement/OJT
- 20 Participant Training Cost /ITA
- 21 Participant Supportive Services
- 22 Other:

ADMINISTRATION

1 Salaries
2 Benefits
3 Operations
4 Indirect
5 Travel/Mileage
6 Other:

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
		83,465	83,465	166,930
		16,337	16,337	32,674
		4,304	4,303	8,607
		-	-	-
		1,400	2,600	4,000
		1,400	2,600	4,000
		-	-	-
		210	390	600
		500	1,500	2,000
		1,078	3,232	4,310
		-	-	-
		-	-	-
		500	1,500	2,000
		875	2,625	3,500
		1,000	3,000	4,000
		1,400	2,600	4,000
		2,100	3,900	6,000
		-	-	-
		-	-	-
			-	-
		-	-	-
				-
				-
				-
				-
		4,583	5,121	9,704
				-
				-
-	-	119,152	133,173	252,325

Personnel Breakdown by Funding Stream

Community College District / Coastline Community College/Orange County One-Stop Center

Estimated Percent of Time Charged To:

[illegible]

**State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)**

**EXHIBIT E
16-RR-09**

COMPANY /ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The danger of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME Jerry Patterson

DATE EXECUTED

EXECUTED IN THE COUNTY OF ORANGE

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE Board President

FEDERAL ID NUMBER 95-6002272

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson – Board President

Name and Title of Authorized Representative

Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FORMULA

Coast Community College District
Grantee/Contractor Organization

Rapid Response Special Projects
Program/Title

Jerry Patterson – Board President

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Jerry Patterson – Board President – 714-438-4607

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit H
16-RR-09
Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____; if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department / Agency: 			7. Federal Program Name/Description: CFDA Number, if known: _____		
8. Federal Action Number, if known: 			9. Award Amount, if known: \$ _____		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)			10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI): 		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____			13. Type of Payment (check all that apply): a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____		
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____					
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: 					
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure			Signature: _____ Print Name: <u>Jerry Patterson</u> Title: <u>Board President</u> Telephone No. <u>714-438-4607</u> Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C;
7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,
6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32--C, 4410-15-C~
4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C,
6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75
55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

**DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT
CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Coast Community College District 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."

Jerry Patterson – Board President

Authorized Signature

Name

Title

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A - EXEMPT

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____





FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

FILE COPY
Mailed 7/30/09

July 30, 2009

Coast CCD
c/o: Golden West College
15744 Golden West Street
Huntington Beach, CA 92647-2748
Attn: Janet Houlihan
Title: VP Administrative Services

Dear Mrs. Houlihan:

Enclosed are two (2) signed copies of Agreement Amendment 01 between the Coast Community College District/Golden West College and the Foundation for California Community Colleges

Please sign both copies and return one (1) fully executed copy to my attention. Feel free to contact me if you have any questions.

Sincerely,

Lee Shook
Director of Air Quality Programs
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
866.325.3222 x 150
lshook@foundationccc.org





**AGREEMENT
BETWEEN THE
COAST COMMUNITY COLLEGE DISTRICT (GOLDEN WEST COLLEGE)
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE**

AMENDMENT 01

WHEREAS, the Foundation for California Community Colleges has been operating the Referee and Student Technician Training Program at Golden West College per an agreement between the parties which commenced in October 2006, and

WHEREAS, the Foundation for California Community Colleges wishes to exercise options to renew the Agreement between the parties so as to continue to operate the Referee and Student Technician Training Program, and

THEREFORE, Golden West College and the Foundation for California Community Colleges agree as follows:

1. For the time period, September 1, 2007 to August 31st, 2009, the Foundation exercises its first one-year option to renew pursuant to the terms of the Agreement signed by Janet Houlihan on 01-11-07 and CM Brahmhatt on 12-14-06;
2. For the time period, September 1, 2009 to August 31st 2010, the Foundation exercises its second one-year option to renew pursuant to the terms of the Agreement signed by Janet Houlihan on 01-11-07 and CM Brahmhatt on 12-14-06;
3. All other terms of said agreement shall remain unchanged and in full force and effect during the above referenced time periods.

In consideration of all mutual promises, the Parties hereto have executed this Amendment 01 per the dates and signatures below.

Foundation for the California Community Colleges

Leetwa Mills
Signature
Name: Leetwa Mills
Title: CFO

7/29/09
Date

CM Joyce
Signature
Name: Christopher Joyce
Title: Dir HR/Corp Sec

7-28-09
Date

Golden West College

Signature
Name: _____
Title: _____

Date

Coast Community College District (Golden West Community College)

Signature
Name: _____
Title: _____

Date



**INTERAGENCY AGREEMENT
BETWEEN THE
COAST COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE**

SUMMARY

The Coast Community College District (the District) grants a site license to the Foundation for California Community Colleges (the Foundation) for the use of Golden West College (the College) facilities in support of the State of California's BAR Smog Referee and Student Technician training program.

BACKGROUND

The Foundation for the California Community Colleges has entered into an agreement with the State of California, Bureau of Automotive Repair (BAR) to provide referees to hear consumer complaints and negotiate reasonable results in those disputes, and to train student technicians to perform the necessary technical services in the State's Smog Check program. The goal of the Foundation and the California Community Colleges is to help improve the quality of the air in California while training College students in critical technical services and provide to the citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment. Funds earned through the program may be used by the Foundation through grants to enhance the educational programs of the California Community College system.

BAR is the nation's foremost automobile regulatory system. Each year, BAR:

- Revokes approximately 300 registrations and licenses;
- Suspends operations in over 130 shops;
- Places over 100 repair facilities on probation; and
- Returns over \$5 million to California consumers in refunds, rework, and adjustments.

During the 2002/2003 Fiscal Year, BAR negotiated \$5.2 million worth of refunds, rework, or adjustments from auto repair shops on behalf of consumers. These activities rely on a well-trained cadre of Referees and Student Technicians to deliver these benefits to the consumer and the industry.

AGREEMENT

Accordingly, this Agreement grants a license to the Foundation for the use of College facilities and equipment (the Site) necessary to conduct a Referee and Student Technician Training Program (the Program). The Program combines the public services of a Smog Check Referee Program with a training program for students in California community colleges.

This Agreement is entered into by and between the Foundation and the Coast Community College District. The term of this Agreement will be from July 1, 2009 through June 30, 2010, after which Foundation will have three one-year options to renew.

The parties mutually agree to the following terms and conditions:

Article I Responsibilities of the College

A. Site

1. The College will provide a Site, as defined in Attachment I, Site Requirements, for a Smog Check Station (the Facility) at which the smog check referee functions described in Attachment III, Referee Site Functions & Referee Duties, will take place.
2. The Foundation and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The Foundation and BAR will have ready access to the Site to make such modifications to the Site as are agreed by the College and the Foundation, as described in Attachment II, Site Modifications.
4. The Site will be available for Operations on the days and during the hours specified in Attachment I, Site Requirements. The College will provide open access to Facility staff to allow these daily operations, consisting of vehicle smog emissions testing, inspections, evaluation, and administration.
5. The College will maintain the Facility building and surrounding grounds.

6. The College will promptly supply campus and area maps, directions, and other Site information to the Foundation within ten (10) business days of execution of this Agreement, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. The College will have one (1) program representative (College Representative), who will be the key point of contact between the College and the Foundation. The College Representative will be readily available to communicate with the Foundation by phone, letter, and electronic mail.

C. Fiscal Responsibilities

1. The Foundation will pay on a monthly basis the license fee specified in this Agreement. The payment will be sent no later than the fifteenth (15th) day of the month for which the payment is due.

Article II Responsibilities of the Foundation

A. Site

1. The Foundation will manage the provisions, per the Funding Agreement, of all testing equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the College Site.
 - a) The Foundation will manage for BAR the provision to the College of the following testing equipment and supplies:
 - (1) If the College is in an Enhanced Area of the state, or if the College is in a Basic Area of the state and provides BAR 97 training to its students, the College will give the Foundation access to the College's Emissions Inspection System (EIS).
 - (2) All Sites will be equipped with diagnostic equipment, tools (e.g., wrenches, screwdrivers, etc.), books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment (e.g., cash

register, receipts), and general office supplies for use by Foundation staff.

- (3) The Foundation will manage the provision to the College of brochures and other pamphlets for the general public.
- b) The Foundation will install appropriate computing and telecommunication lines and equipment at the Site, where necessary.
 - c) The Foundation will permit the College to use the Site for student training and courses when it is not in use for official Smog Check Referee and Student Technician Training Program Operations.
 - d) The Foundation will permit the College to have its students visit the Facility during Facility Operations, under the supervision of the College, for student field trips, with prior permission of the Foundation.
- 2. The Foundation may make such modifications as it deems necessary, after consultation with the College, to establish a safe, convenient, and comfortable waiting area for the consumer at the Site, which will be separated from the automotive testing and inspection area. The waiting area will be located as described in Attachment I, Site Requirements. The College will provide the Foundation with a map to the waiting area within ten (10) days of execution of this Agreement.
- 3. The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.
- 4. The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the

willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or and other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
 - (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 - (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 - (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.

B. Personnel

1. The Foundation will provide a Program Manager to oversee the Program. The Program Manager will be the primary contact of the College Representative. The Program Manager will be readily available to communicate with the College Representative by phone, letter, and electronic mail.
2. The Referee is an employee of the Foundation and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. The Foundation will pay to **Golden West College** the sum of **one thousand dollars (\$1,000)** per month as a facilities and equipment use licensing fee for the use of the Facility and Equipment as permitted herein. The fee will be due on the first day of each month during the term of this Agreement.

The check should be made payable to:

Golden West College

and mailed to:

**15744 Golden West Street
Huntington Beach, CA 92647-2748
Attn: Fiscal Services**

2. The Foundation reserves the right to withhold the facilities equipment and licensing fee payments to the College if its performance does not comply with the terms of this Agreement.

Article III General Provisions

This Agreement incorporates by reference the General Provisions, Specifications, and Definitions attached hereto as Attachments I, II, III, IV, and V.

In witness whereof, the Parties hereto have executed this Agreement per the dates and signatures below.

Foundation for the California Community Colleges

Signature
Name: _____
Title: _____

Date

Signature
Name: _____
Title: _____

Date

Golden West College

Signature

Date

Printed Name

Title

ATTACHMENT I

Site Requirements

1. Hours of Operation. The College will provide access for the days and hours specified below. The College will be responsible for opening any gates or exterior entrances to the Site in addition to opening automotive technology.

**The Site will be open for Operations: Monday through Saturday,
7:00a.m – 5:00p.m.**

2. Automotive Lane. Access to an automotive bay/lane either in, or close to, Automotive Technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. Office Space. Adequate space close to the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. The Foundation prefers that the furniture and equipment be located in a separate area that can be locked at the end of each day.
4. Facility and Equipment Maintenance. The College will maintain the Facility building and surrounding grounds. The College and Foundation will keep the Facility clean at all times. If either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. Parking. Two parking spaces for waiting vehicles, one suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with the College, but need not be in immediate proximity to Automotive Technology.
6. Signage. The Foundation will provide sandwich board signs and one building sign to direct customers to the Site. The Foundation will work with the College to ensure the signs meet the specifications required by the College.
7. Customer Waiting Area. The College will provide space for a small motorist waiting area, or access to the campus lounge or cafeteria. The Foundation will ensure that customers are restricted to the designated area at all times.

The waiting area is currently designated as in the auto shop area in a marked safe zone.

8. Restrooms. The College will provide reasonable access to restroom facilities for Foundation staff and customer use. The restroom facilities must meet ADA standards. The College will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.

9. Security. The College will specify what type of security is currently in place at the Site and what the basic security requirements are for the College. The Foundation will supplement the security as deemed necessary by both parties.
10. Safety. The College and the Foundation will ensure that the Site is free from hazards to the public.

ATTACHMENT II

Site Modifications

Coast Community College District, Golden West College

The College and the Foundation agree that the following modifications will be made to the Site by the Foundation:

None.

Attachment III

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles. Motorists must schedule their appointments in advance by calling an "800" number that connects to scheduling operators in the Central Call Center. Appointments are scheduled at 50-minute intervals. There will be no "walk-in" appointments, except as time permits

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. This task is to be accomplished with as little inconvenience to the motorists as possible. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment. Each test takes twenty-five (25) minutes, with five (5) minutes of vehicle run-time on the equipment. The remainder of the time is set aside for customer service, stationary vehicle inspection, recordkeeping, and data entry.

Referee Duty Statement

The Referee is responsible for the daily operations of the Referee Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following:

1. Overseeing daily Site Operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from the program manager that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing, hiring, and evaluating employee performance. Applicants enrolled as students at the College will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The Foundation will assume all liability for Student Technicians, and hold harmless the College, the District, and its employees and representatives, in any legal actions regarding Student Technicians.

8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Facility, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between the College and the Foundation, each party agrees to file a "Notice of Dispute" with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of the filing of the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the Foundation will remove all of its property from the College within fourteen (14) calendar days of the declaration of impasse. All College facilities and equipment will be left in fully operational condition, with full containers of calibration gases and "zero" air, and filters to continue operations. In the event of any default or breach by the College/District, the Foundation will pay the College/District only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Prior and Supplemental Agreements

This Agreement supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Agreement. To the extent that any documents conflict with the terms of this Agreement, this Agreement will control, unless otherwise agreed in writing by the parties.

C. Changes to Terms

Any changes or modifications to said terms require advance written approval by the Program Manager if the College seeks the change, or by the College Representative if the Foundation seeks the change. All changes must be mutually agreeable to both parties. No oral understanding or agreement will be incorporated herein or binding on either party to this Agreement.

D. Confidentiality

All parties to this Agreement will maintain as confidential all information obtained as a result of participating in this Agreement. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

E. Assignment

This Agreement is not assignable by either the College or the Foundation, either in part or in whole, without prior written consent of the other party to

this Agreement. Any assignment without prior written consent of the other party is void.

F. Governing Law

It is agreed that the law of the State of California will govern this Agreement.

G. Time Is of the Essence

The timing for performance of tasks necessary for the operation of this Agreement will be stated prior to implementation of this Agreement. The timing for performance of tasks may be changed by written agreement, after consultation between the parties. The date of completion of this Agreement, and any payment amounts specified herein, may only be altered by formal amendment of this Agreement.

H. Ownership of Data

Data and reports developed for and under this Agreement will become the property of the Foundation. Such data or reports will not be disclosed without prior written permission by the Program Manager.

I. Termination

This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.

J. Notices

1. Notice to the Foundation may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director of Air Quality Programs
1102 Q Street, Third Floor
Sacramento, CA 95811**

2. Notice to the College/District may be given by certified mail, postage full prepaid, to the following person and address:

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

K. Non-Discrimination

The College/District and the Foundation agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of the Facilities and the Program, nor will the College/District or Foundation or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of the Facilities by the Foundation. The Foundation will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Foundation will design and manage the Program in accordance with BAR requirements. Foundation management will include development of a system of schedule motorists, who are unable to obtain a smog certificate for their vehicle from a Smog Check station, to the Referee Site. The Referee inspects and tests vehicles and determines if the vehicle should be given a smog certificate. The Referee is responsible for providing information to motorists, Smog Check technicians and other needing assistance.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue related employment in the public or private sector.

Business Days are defined as weekdays and Saturdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

Change-of-Ownership Areas are the least populated counties. Smog Checks are only required when a car changes owners.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer (see BAR 97 definition above) will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

A Referee is a Foundation employee at a College Facility who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative, and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment III, Referee Site Functions & Referee Duties.

In A Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code §27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students enrolled in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists' convenience.

Agreement for Not-for-credit Programs

This Agreement is entered into by and between Coast Community College District (Golden West College), a public educational agency, 15744 Golden West Street, Huntington Beach, California, ("the College") and the Institute of Reading Development, 5 Commercial Boulevard, Novato, California ("the Institute") a corporation incorporated in the State of California. The Agreement is effective upon the date of signing and expires on December 31, 2010.

1. Programs

The Institute will teach a series of reading enrichment programs (see attachment A, "Basic Program Information") in Fountain Valley and Huntington Beach ("Service Area") in affiliation with the College during the summer of 2010 (the "Programs"). The Institute will provide and pay for all materials and instruction for the Programs.

2. Teaching Sites

The College will arrange for use of on-campus teaching sites.

The College will pay half of the off-campus facility costs.

The Institute will prepay all off-campus facility costs, and deduct the College portion of the off-campus facility costs from the revenue due to the College upon conclusion of the programs (see item 6). The Institute will pay all remaining off-campus facility costs.

3. Program Promotion

The Institute will execute and pay for printing and mailing promotional letters to students and residents in the Program Service Area. The Institute will also print and distribute promotional flyers through the local public and private schools. The College will provide its logo for use in the Program promotional letter and promotional flyers. All content and format of promotional materials is to be approved by the College prior to public release. The College retains the right to review/approve/reject all materials used in association with its name or logo.

4. Scholarships

The Institute shall promote and subsidize a scholarship program designed to reach students who do not have the financial resources to participate in the program. The tuition charged to these students will not exceed \$99.00. Faculty or staff at the College may enroll immediate family members for a discounted tuition. The Institute shall submit a summary of subsidized enrollments (scholarship and faculty or staff enrollments) to the College at the end of each series of programs.

5. Registration

The Institute will provide registration services for all Programs offered through the College in its service area. The Institute will adhere to the College's registration and refund policies, and final determination of partial and full refunds shall be made by the College.

6. Tuition, Materials Fees, and Fee Split

The tuition is \$299.00 per person for program levels 1 - 7, and \$239.00 per person for program level R. The fee split will be 90/10, with 90% of the gross tuition income retained by the Institute. The Institute shall charge a materials fee which shall be retained by the Institute. Within 90 days of the completion of the summer session, the Institute will conduct a program audit, and remit 10% of the gross tuition revenues, less the College's contribution to off-campus rent, to the College. Subsidized students (scholarship and faculty or staff enrollments as described in section 4) will not be part of the fee split calculations.

7. Program Administration

The Institute will notify the College in advance of any changes of publicized dates, times, or location of the programs, and the Institute will be responsible for sending notice of these changes or cancellations to registered participants. The Institute will provide the College with copies of all participant class rosters. Program evaluation forms will be submitted, in electronic form, to the College at the conclusion of each series of programs.

8. Quality Control

The College may appoint representatives to provide oversight of all aspects of Program implementation.

9. Compliance

The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under their agreement. The Institute will secure a criminal record background check for each instructor and will provide specific criminal record information to the College if found for any instructor.

10. Insurance

The Institute shall secure and maintain comprehensive general liability insurance with coverage for incidental contracts for \$1,000,000.00 each occurrence, \$2,000,000 general aggregate, and \$9,000,000 gross liability, and shall provide College a Certificate of Insurance naming the College and Coast Community College District as an additional insured. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. The Institute shall also secure and maintain worker's compensation insurance covering all personnel employed on the premises during the term of the agreement whether said personnel is employed by the Institute or supplied by persons or entities other than the College.

11. Release, Indemnification and Hold Harmless Agreement

The Institute releases, discharges, and shall indemnify, defend, and hold harmless the College, the District, the Board of Trustees and each of their agents, employees, and representatives from any and all liability, claims, judgments, or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (agents, employees, representatives, guests, and enrollees included) and damage to property arising directly or indirectly out of this agreement, including circumstances in which both the Institute and the College share joint liability and including any student participation in the classes; except that the Institute shall not indemnify the College for

12. Dispute Resolution

13. Institute's Status

14. Non-Assignability

15. Choice of Law and Venue

16. Notice

For College:

Golden West College
ATTN: President
15744 Golden West Street
Huntington Beach, CA 92647

With a copy to: Coast Community College District
ATTN: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

For Institute: Institute of Reading Development
ATTN: David Soloway, CEO
5 Commercial Boulevard
Novato, CA 94949

17. Entire Understanding

This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

18. Effective Date and Termination

This agreement shall become effective upon the date of signing and shall remain in effect until December 31, 2010 unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event that classes are in session, any written notice to terminate with or without cause shall become effective when the classes end. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

By signing below the parties agree to the terms set forth above.

INSTITUTE OF READING DEVELOPMENT

COAST COMMUNITY COLLEGE DISTRICT

By: 

By: _____

Name: David Soloway

Name: _____

Title: Chief Executive Officer

Title: _____

Date 12/02/09

Date _____

Attachment A:
Basic Program Information (2010)

Program	Age Group	Class Length*	Max. class size	Homework	Program Goals	Tuition**
R	4-year-olds and kindergarteners (Parent attendance required)	1 ¼ hours	16	20-30 min. 4 x each week (with parent)	Love of Books & Reading Alphabet Skills Phonemic Awareness Beginning Phonics Read Aloud Guidance	\$239 Materials Fee: \$34
1	1st graders (Parent attends first hour of each class)	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics Assisted & Independent Reading Love of Reading Comprehension Guidance for Parents	\$299 Materials Fee: \$34
2	2 nd graders	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics and Word Attack Fluency Comprehension Love of Reading Independent Reading Guidance for Parents	\$299 Materials Fee: \$34
3	3 rd graders	2 hours	20	45 min. 4x each week (with some parental assistance)	Long-Word Decoding Fluency Training Comprehension Independent Reading Guidance for Parents	\$299 Materials Fee: \$34
4	4 th and 5 th graders	2 ¼ hours	22	45 min. - 1 hr 4x each week	Fluency Training Long-Word Decoding Comprehension Independent Reading Absorption Guidance for Parents	\$299 Materials Fee: \$34
5	6 th to 8 th graders	2 ½ hours	28	1 hr 4x each week	Study Skills Comprehension Absorption Reading Speed Vocabulary Independent Reading Guidance	\$299 Materials Fee: \$34
6	9 th to 11 th graders	2 ½ hours	30	1 hr 4x each week	Study Skills Comprehension Absorption Reading Speed Vocabulary Independent Reading Guidance	\$299 Materials Fee: \$34
7	12 th graders, college students, and adults	2 ½ hours	38	1 hr 4x each week	Reading Speed Comprehension Study Skills Vocabulary	\$299 Materials Fee: \$34

11/4/08

*All programs meet once a week for five weeks.

**Scholarship tuition is \$99. Faculty or Staff Discounted Tuition is \$239.



Autodesk Education Suites Academic VAR Order Form

Autodesk wants to make the purchasing and renewal process for the Autodesk® Education Suites as easy as possible. This form may be used for both new purchases and renewals. For renewals, please complete the contact and technical support information sections to ensure Autodesk has the latest information for your institution. **A school purchase order must accompany this completed form.** Your Autodesk Academic VAR can provide you with an electronic copy of this form. We recommend you save this document and populate the required information using a word processor.

Autodesk must receive this order form to process all Education Suites orders. A school Purchase Order must accompany this form. ***Orders that do not include a Purchase Order and the completed Order Form cannot be processed and will be returned for completion.***

Bill to Address:

Important: Please ensure that the "Bill To" institution name and contact information you provide below is consistent with the school name provided on your PO. School names must match exactly.

Institution Name: Coast Community College District _____

ADI Institution Licenses Serial Number (if existing customer): 351-66866979 _____

ADI Institution Licenses Contract Number (if existing customer): _____

Campus Administrator (primary contact): David Falzon _____

Campus Administrator E-Mail: dfalzon@occ.cccd.edu _____

Street Address: 1370 Adams Ave. _____ City: Costa Mesa _____

State/Province: CA _____ Zip Code/Postal Code: 92626 _____ Country: USA _____

Telephone: 714-438-4685 _____ Fax Number: 714-432-5915 _____

Ship to Address, if different than above.

Institution Name: Orange Coast College _____

Street Address: 2701 FAIRVIEW RD _____

City: COSTA MESA _____ State/Province: CA _____ Zip code / Postal code: 92626 _____

Country: USA _____ Telephone Number: 714-432-5735 _____ Fax Number: 714-432-5915 _____

Reseller of Record: **VISUCATE** _____

Autodesk Education Suites 2010 AVAR Order Terms and Conditions

1. Autodesk Software License

The use of the Software shall be governed by the terms and conditions of this Order Form and any other end user license agreement that appears when installing the Software ("Click-Through Agreement") In the event of a conflict or inconsistency between the terms and conditions contained in this Order Form and those contained in the Click-Through Agreement, the terms and conditions in this Order Form shall prevail.

2. Consent and Release

By signing below, Institution acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this Order Form and that the person signing is duly authorized to do so.

Coast Community College District
1370 Adams Avenue
Costa Mesa, Ca 92626

Jerry Patterson, Board President
Coast Community College District

Date

Marketing Consent and Release - Optional

- ☐ Marketing Opt out

You grant and Autodesk accepts your permission to use the institution name listed herein at no charge, nonexclusively and irrevocably, in Autodesk's public relations and marketing materials. Marketing materials include advertising, public relations (publications, internal newsletters, the Autodesk website, videos, annual reports, direct marketing), and in other promotional literature.

Autodesk Education Suites 2010 Software Titles:

Autodesk Education Suites 2010 include the following Autodesk software titles (collectively referred to herein as "Software"):

Autodesk Education Suite for Architecture & Engineering

AutoCAD®, Autodesk® Impression (download only), AutoCAD® Architecture, AutoCAD® Raster Design, AutoCAD® Revit® Architecture, AutoCAD® Revit® MEP, AutoCAD® Revit® Structure, AutoCAD® Inventor® Professional Suite, Autodesk® Navisworks® Manage, Autodesk® Ecotect™ Analysis and Autodesk® 3ds Max® Design.

Autodesk Education Suite for Civil & Structural Engineering

AutoCAD®, Autodesk® Impression (download only), AutoCAD® Civil 3D®, AutoCAD® Map 3D, AutoCAD® Raster Design, AutoCAD® Revit® MEP, AutoCAD® Revit® Structure, AutoCAD® Inventor® Professional Suite, Autodesk® Navisworks® Manage, Autodesk® Robot™ Structural Analysis Professional and Autodesk® 3ds Max® Design.

Autodesk Education Suite for Mechanical Engineering

AutoCAD® Inventor® Professional Suite, Autodesk® Impression (download only), AutoCAD® Electrical, Autodesk® SketchBook® Pro, Autodesk® Showcase® Professional and Autodesk® 3ds Max® Design.

Autodesk Education Suite for Industrial Design

AutoCAD®, Autodesk® Impression (download only), AutoCAD® Inventor® Professional Suite, Autodesk® SketchBook® Pro, Autodesk® Showcase® and Autodesk® 3ds Max® Design.

Autodesk Education Master Suite

AutoCAD®, Autodesk® Impression (download only), AutoCAD® Architecture, AutoCAD® Civil 3D®, AutoCAD® Map 3D, AutoCAD® Raster Design, AutoCAD® Revit® Architecture, AutoCAD® MEP, AutoCAD® Revit® MEP, AutoCAD® Revit® Structure, AutoCAD® Inventor® Professional Suite, AutoCAD® Electrical, Autodesk® SketchBook® Pro, Autodesk® Showcase®, Autodesk® Navisworks® Manage, Autodesk® Robot™ Structural Analysis Professional, Autodesk® Ecotect™ Analysis and Autodesk® 3ds Max® Design.

Autodesk Education Suites 2010 License Solution Options:

1. Annual Term License

Under the Autodesk Education Suites Annual Term License model, Institution purchases an annual term site license of the Software that an Institution may install at up to **five (5)** Institution Sites* on the number of Institution individual (standalone) or network computers that it has paid the appropriate licensing fees during the term of the Annual License. At the expiration of the year term, Institution may purchase another annual license or remove the software from its computers without any further commitment. The Autodesk Education Suites Annual Term License model has a 25 seat minimum purchasing requirement.

2. Perpetual License

AUTODESK EDUCATION SUITES 2010 AVAR ORDER FORM - U.S. & CANADA

Under the Autodesk Education Suites Perpetual Term License Institution purchases a license and has the perpetual right to use the Software and curriculum on the number of computers on up to **five (5)** Institution Sites* that it paid the appropriate licensing fees. Institutions may purchase yearly upgrades to any future Autodesk Education Suites releases by purchasing Autodesk Subscription. The Autodesk Education Suites Perpetual License has a 25 seat minimum purchasing requirement.

IMPORTANT: The number of concurrent users of each Autodesk Education Suite 2010 Solution shall be no more than the total number of licenses for that Autodesk Education Suite 2010 Solution as set forth in this Order Form. For avoidance of doubt, the total number of concurrent users/licenses applies to the Autodesk Education Suite 2010 Solution and does not apply to each software title with in the Autodesk Education Suites 2010 Solution.

* *Institution Site* is Institution's Main Site and, if applicable, Remote or Satellite sites.

Main Site means the computer labs, classrooms, or offices located on Institution's primary campus and does not include (i) any computer labs, classrooms, or offices located on any of Institution's Remote or Satellite sites, (ii) Institution-owned computers that Institution has leased or provided to students outside of the computer labs, classrooms, or offices located on Institution's primary campus, or (ii) student personal computers. Institution may designate only one Main Site.

Remote or Satellite site means the computer labs, classrooms, or offices located on a campus of Institution other than the primary/main campus. A Remote or Satellite site (i) may have a separate physical address, location but must have the same financial management as the Main Site; (ii) must located within the same geographical state or province as the Main Site; and (iii) must be of the same brand with the same primary curriculum focus as the main campus (i.e, if the main campus is a technology school, the remote or satellite site must also be a technology school and not a business school). A remote or Satellite site does not include any Institution-owned computers that Institution has leased or provided to students outside of the computer labs, classrooms, or offices located on Institution's remote or satellite campus, or student or faculty personal computers.

Designation of Institution's Main and Remote or Satellite site is subject to approval by Autodesk.

Autodesk Education Master Suite 2010

Component	# of Licenses	Annual License Fee Per Year / US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
Autodesk Education Master Suite Annual Term License Solution						
Autodesk Education Master Suite	25 term licenses	\$				
Autodesk Education Master Suite	125 term licenses	\$ 17,500.00	1	125	17,500.00	yes
Autodesk Education Master Suite	500 term licenses	\$				
Additional Autodesk Education Master Suite Term Licenses	1 term license	\$ _____ per seat \$ _____ total				
Autodesk Education Master Suite Perpetual License Solution						
Autodesk Education Master Suite	25 perpetual licenses	\$				
Autodesk Education Master Suite	125 perpetual licenses	\$				
Autodesk Education Master Suite	500 perpetual licenses	\$				
Additional Autodesk Education Master Suite Perpetual Licenses	1 perpetual license	\$ _____ per seat \$ _____ total				
Autodesk Education Master Suite Subscription						
Autodesk Education Master Suite Subscription	1 license for every software license purchased	\$ _____ per seat \$ _____ total				
Additional Installer Media						
Additional Sets of Autodesk Education Master Suite installer media		\$ _____ ea				
Total						
		\$ 17,500.00 ea				

Autodesk Education Suite for Architecture & Engineering 2010

Component	Number of Licenses	Annual License Fee Per Year MSRP US	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
Architecture & Engineering Suite Annual Term License Solution						
Architecture and Engineering Suite	25 term licenses	\$				
Architecture and Engineering Suite	125 term licenses	\$				
Architecture and Engineering Suite	500 term licenses	\$				
Architecture and Engineering Suite	1 term license	\$ _____ per seat \$ _____ total				
Architecture & Engineering Suite Perpetual License Solution						
Architecture and Engineering Suite	25 perpetual licenses	\$				
Architecture and Engineering Suite	125 perpetual licenses	\$				
Architecture and Engineering Suite	500 perpetual licenses	\$				
Additional Architecture and Engineering Suite Term Licenses	1 perpetual license	\$ _____ per seat \$ _____ total				
Architecture & Engineering Suite Subscription						
Architecture and Engineering Suite Subscription	1 license for every software license purchased	\$ _____ per seat \$ _____ total				
Additional Installer Media						
Additional Sets of Architecture and Engineering Suite installer media		\$ _____ ea				
Total		\$ _____ ea				

Autodesk Education Suite for Civil & Structural Engineering 2010

Component	Number of Licenses	Annual License Fee Per Year - US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
Civil & Structural Engineering Suite Annual Term License Solution						
Civil & Structural Engineering Suite	25 term licenses	\$				
Civil & Structural Engineering Suite	125 term licenses	\$				
Civil & Structural Engineering Suite	500 term licenses	\$				
Civil & Structural Engineering Suite	1 term license	\$ _____ per seat \$ _____ total				
Civil & Structural Engineering Suite Perpetual License Solution						
Civil & Structural Engineering Suite	25 perpetual licenses	\$				
Civil & Structural Engineering Suite	125 perpetual licenses	\$				
Civil & Structural Engineering Suite	500 perpetual licenses	\$				
Additional Civil & Structural Engineering Suite Term Licenses	1 perpetual license	\$ _____ per seat \$ _____ total				
Civil & Structural Engineering Suite Subscription						
Civil & Structural Engineering Suite Subscription	1 license for every software license purchased	\$ _____ per seat \$ _____ total				
Additional Installer Media						
Additional Sets of Civil & Structural Engineering Suite installer media		\$ _____ ea				
Total						
		\$ _____ ea				

Autodesk Education Suite for Mechanical Engineering 2010

Component	Number of Licenses	Annual License Fee Per Year - US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
Mechanical Engineering Suite Annual Term License Solution						
Mechanical Engineering Suite	25 term licenses	\$				
Mechanical Engineering Suite	125 term licenses	\$				
Mechanical Engineering Suite	500 term licenses	\$				
Mechanical Engineering Suite	1 term license	\$ per seat \$ total				
Mechanical Engineering Suite Perpetual License Solution						
Mechanical Engineering Suite	25 perpetual licenses	\$				
Mechanical Engineering Suite	125 perpetual licenses	\$				
Mechanical Engineering Suite	500 perpetual licenses	\$				
Mechanical Engineering Suite	1 perpetual license	\$ per seat \$ total				
Mechanical Engineering Suite Subscription						
Mechanical Engineering Suite Subscription	1 license for every software license purchased	\$ per seat \$ total				
Additional Installer Media						
Additional Sets of Mechanical Engineering Suite installer media		\$ ea				
Total						
		\$ ea				

Autodesk Education Suite for Industrial Design 2010

Component	Number of Licenses	Annual License Fee Per Year US MSRP	Number of Sites	Total Licenses	Total Fee	Renewal? Yes/No
Industrial Design Suite Annual Term License Solution						
Industrial Design Suite	25 term licenses	\$				
Industrial Design Suite	125 term licenses	\$				
Industrial Design Suite	500 term licenses	\$				
Industrial Design Suite	1 term license	\$ _____ per seat \$ _____ total				
Industrial Design Suite Perpetual License Solution						
Industrial Design Suite	25 perpetual licenses	\$				
Industrial Design Suite	125 perpetual licenses	\$				
Industrial Design Suite	500 perpetual licenses	\$				
Industrial Design Suite	1 perpetual license	\$ _____ per seat \$ _____ total				
Industrial Design Suite Subscription						
Industrial Design Suite Subscription	1 license for every software license purchased	\$ _____ per seat \$ _____ total				
Additional Installer Media						
Additional Sets of Industrial Design Suite installer media		\$ _____ ea				
Total		\$ _____ ea				

Autodesk Education Suites 2010 Site Location Report and Terms

Main Site*: Orange Coast College _____

Department(s): Technology _____

Instructor Contact: Doug Benoit _____

Instructor Contact Phone: 714-432-5605 _____

Instructor Contact E-Mail: dbenoit@orangeoastcollege.net _____

Campus Administrator: David Falzon _____

Campus Administrator Phone: (714) 432-5953 _____

Campus Administrator E-Mail Address: dfalzon@orangeoastcollege.net _____

Main Site Street Address: 2701 Fairview Road _____

City: Coast Mesa _____ State/Province: Ca _____ Zip code/Postal code: 92628 _____

Country: USA _____ Telephone number: 714-432-5735 _____ Fax number: 714-432-5915 _____

Remote Site #1*: NONE _____

Department(s): _____

Site Contact: _____

E-Mail Address: _____

Street Address: _____

City: _____ State/Province: _____ Zip code/Postal code: _____

Country: _____ Telephone number: _____ Fax number: _____

Remote Site #2*: NONE _____

Department(s): _____

Site Contact: _____

E-Mail Address: _____

Street Address: _____

City: _____ State/Province: _____ Zip code/Postal code: _____

Country: _____ Telephone number: _____ Fax number: _____

Note: Attach additional Site Location and Term pages if necessary.

AUTODESK SUBSCRIPTION ORDER FORM

SUBSCRIPTION

AUTODESK IS WILLING TO GRANT SUBSCRIPTIONS TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT THE TERMS AND CONDITIONS DISPLAYED WHEN YOU FIRST LOG IN TO THE AUTODESK SUBSCRIPTION CENTER (<http://www.autodesk.com/subscriptionlogin>). IF YOU ARE NOT WILLING ACCEPT THOSE TERMS AND CONDITIONS, YOU MAY NOT AVAIL OF YOUR SUBSCRIPTIONS AND YOU SHOULD CONTACT YOUR AUTODESK RESELLER OR YOUR LOCAL AUTODESK OFFICE TO CANCEL YOUR SUBSCRIPTION WITHIN THIRTY (30) DAYS OF PURCHASE AND RECEIVE A FULL REFUND.

- A copy of the Terms and Conditions may be obtained from your Autodesk Academic Reseller or downloaded from Autodesk www.autodesk.com/subscription.

Software Coordinator: Receives extension and software upgrade notices and product shipments. Also the primary contact for any web support associated with the contract. A contract can have more than 1 Software Coordinator. Please indicate if there is more than 1 shipping location.

The address input here will be the location that software upgrades are shipped to. Please contact your reseller or subscription-team@autodesk.com with any questions.

Autodesk Subscription – The Contract Manager must designate a Software Coordinator for each contract and/or group by using the contract admin tools in the Autodesk Subscription Center.

Group Name and Number:	
First Name:	Last Name:
Email address:	
Phone#:	Fax#:
Shipping Address:	City:
	ZIP/Postal Code:
	St/Pr: Country:
Phone#	Fax#:

Group Name and Number:	
First Name:	Last Name:
Email address:	
Phone#:	Fax#:
Shipping Address:	City:
	ZIP/Postal Code:
	St/Pr: Country:
Phone#	Fax#:

Group Name and Number:	
First Name:	Last Name:
Email address:	
Phone#:	Fax#:
Shipping Address:	City:
	ZIP/Postal Code:
	St/Pr: Country:
Phone#	Fax#:

Group Name and Number:	
First Name:	Last Name:
Email address:	
Phone#:	Fax#:
Shipping Address:	City:
	ZIP/Postal Code:
	St/Pr: Country:
Phone#	Fax#:

Please note: Email addresses will be used for subscription communications such as renewal and fulfillment notices. Autodesk takes customer privacy seriously. Autodesk's privacy policy can be reviewed at www.autodesk.com/privacy

II. Ordering Information

Create a New Contract ☐ Add to an Existing Contract ☐ Renew an Existing Contract ☐ Web Support

Check from the following:

Is this an existing Contract?

Yes ☐ No ☒

Is this an existing Group?

Yes ☒ No

[illegible]

IV. Reseller Name:

Account#:**Reseller PO or Credit Card#:****Payment Amount: \$**

13



1052 North Tustin Avenue
 Anaheim, CA 92807
 Tel: (714) 414-1175
 Fax: (714) 414-1176
<http://www.guardianpower.com>

Jack Linke
 Orange Coast College
 2701 Fairview
 Costa Mesa, CA 92628

Date: December 14, 2009
 Quotation Number: 121409B3-B
 Valid: 60 Days
 Prepared By: Russ Gravett
 Terms: Annual in Advance

Re: Service and Support Contract - RENEWAL

According to our records, our contract for the above facility is due to expire on January 31, 2010. Guardian Power Protection Services, Inc. (GPPS, Inc.) considers Preventive Maintenance vital to ensure optimum reliability of your infrastructure equipment. This year, we are pleased once again to offer our services to your organization. We would like to thank you for your past patronage of GPPS and hope that you will continue to choose GPPS as your Single Point Solution for all your Infrastructure support needs.

Please contact us for any additional information or assistance that you may require. Thank you.

Contract Start Date: February 1, 2010
 Contract Expiration: January 31, 2011

Item	Qty	Description
1.	1	Standard 1-Year <u>Full Service</u> Maintenance Contract on (1) Mitsubishi 75kva UPS System. This includes: <ul style="list-style-type: none"> • (1) "Major" and (1) "Minor" preventative maintenance visit (8x5 scheduling) • (2) Battery Plant Maintenance that coincide with the UPS visit • All corrective maintenance, parts (excluding Batteries and Capacitor Assemblies), travel and labor provided same was not necessitated by other than normal wear and tear. • 4-hour emergency response time
2.	1	Standard 1-Year <u>Preventative Maintenance</u> Contract on Onan Generator and ATS - Quarterly A) INSPECTION SERVICE (Qty 1) <ul style="list-style-type: none"> • Inspect V-belt, drive adjustment and alignment • Inspect Engine supports and connections • Inspect batteries for fluid levels and charge • Check battery charger operation • Check and advise customer of fuel level • Visual inspection for oil, water and fuel leaks and advise customer • Inspect ATS power source lights (replace bulbs if needed) • Inspect alarm panel lamps (replace bulbs if needed) • Inspect engine gauges for proper operation, record readings • Inspect electrical connection and wiring • Inspect and test engine governor controls and response • Inspect engine oil & water levels; top off if needed (to one quart at no charge) • Inspect, test run engine and record output readings • Check operation of emergency system without load transfer B) FULL SERVICE (Qty 1) Complete inspection as listed above in schedule "A", plus:

Item	Qty	Description
		<ul style="list-style-type: none"> • Change engine oil and replace oil filter(s) • Change fuel filter(s) i.e. primary, secondary, separator • Change air filter, (determined by inspection) • Change water filter (If applicable) • 4-hour emergency response time <p>Generator Service is Maintenance only - Repairs will be billed at Time and Materiel rates.</p>
3.	1	<p>FM-200 Fire Suppression 1-Year <u>Preventative Maintenance</u> Service Contract</p> <ul style="list-style-type: none"> • (2) Preventative Maintenance visits (8x5 scheduling) • FM-200 Service is Maintenance only - Repairs will be billed at Time and Materiel rates. • 2-Hour Emergency Response <p>Scope of Work:</p> <p>Control Panels and Graphic Annunciators</p> <ol style="list-style-type: none"> 1. Inspect all wires and connections in panels. 2. Load test each battery. 3. Functional test of all input and output signals per software program. 4. Completions of inspection, download system memory, and clean memory buffers. 5. Activate electric solenoid from control system. <p>Smoke Sensors</p> <ol style="list-style-type: none"> 1. Visually inspect each device to ensure that detectors are in good physical condition and that 2. There are no changes which may impact detectors performance. 3. Operate each sensor to verify that the intended responses are produced. <p>Audible and Visual Alarms</p> <ol style="list-style-type: none"> 1. Alarm each device from the control panel to verify proper sequence of operation. 2. Test all visual alarms for proper operation and light intensity. 3. Test all audible alarms and verify decibel level with hand held meter. <p>FM-200 Agent Quantity and Pressure</p> <ol style="list-style-type: none"> 1. Inspect storage tanks for leakage and valve operation. 2. Inspect and record pressure reading for each cylinder. (Verify & record weight for each cylinder.) <p>FM-200 Cylinders Bracketing and Bracing</p> <ol style="list-style-type: none"> 1. Visually inspect each cylinder for proper mounting. 2. Visually inspect bracing to ensure tightness. 3. Inspect all discharge nozzles and verify each nozzle is unobstructed. 4. Inspect connector hoses for signs of deficiency. 5. Activate electric solenoid from control panel. <p>Enclosure Integrity</p> <ol style="list-style-type: none"> 1. Inspect protected enclosure to determine if penetrations or other changes have occurred that could adversely affect agent leakage. <p>Smoke Sensors (Once per year)</p> <ol style="list-style-type: none"> 2. Smoke sensors shall be cleaned (if necessary) and calibrated with sensitivity readings verified to manufactures and Underwriters Laboratory specifications.



Item	Qty	Description
4.	1	Liebert Air Conditioning 1-Year Preventative Maintenance Service Contract <ul style="list-style-type: none"> • Provide six (6) bi-monthly PM service inspections per year (1 every two months) • Includes air filters and fan belts • Air Conditioning Service is Maintenance only - Repairs will be billed at Time and Material rates. • ½ Hour Technical Phone Response • 3-Hour Emergency Response
		UPS & Battery Service Contract Price (Item 1): \$3,579.00
		Generator & ATS Service Contract Price (Item 2): \$2,106.54
		FM-200 Service Contract Price (Item 3): \$1,343.75
		Air Conditioning Service Contract Price (Item 4): \$3,045.00
		Total Solution Price: \$10,074.29

Please Note:

1. Guardian Power Protection Services terms and conditions apply.
2. All repair/emergency services have a minimum 4-hour labor charge (portal-to-portal)
3. If a lapse in coverage occurs, any needed repairs and/or upgrades found during the first preventative maintenance to bring the equipment to current manufacturer specifications will be billable at current time and material rates.
4. All PM visits to be scheduled for performance on mutually agreed dates with five working days advance notification required
5. UPS Emergency service will be provided as often as necessary and at no additional charge provided such service was not necessitated by cause or causes as set forth below:
 - a. Work made necessary by the Customer or Customers agents in relocating and or rewiring the Equipment;
 - b. Electrical work external to, but associated with the Equipment;
 - c. Installation or removal of Equipment attachments, accessories and or devices referred to by the OEM as "options";
 - d. Work made necessary by maintenance, repairs or operation of the Equipment by parties other than those approved and or authorized by GPPS,
 - e. Work made necessary by causes other than normal wear and tear including without limitation, damage resulting from transport accidents, neglect or misuse, lightning, air conditioning or humidity control failures or failure of external interconnect equipment.
 - f. Maintenance of accessories, attachments or other devices that are not Equipment Items.
6. Customer agrees that GPPS' total liability for actual damages hereunder shall not exceed the total amount paid by Customer to GPPS hereunder. GPPS shall not be liable for any incidental or consequential damages, including without limitation, loss of use, loss of data, loss of profit, or liability to third parties.
7. On rare occasions, the manufacturer of the systems under contract may be needed to not violate copyright laws or manufacturer regulations. If the equipment is a Liebert UPS system, and if the scope of work is covered under this agreement, the customer may be required to supply a purchase order to the manufacturer and will then be reimbursed by Guardian Power.



Ordering Requirements:

1. The purchase order to Guardian Power Protection Services, Inc. (GPPS) must contain the above Quotation Number.
2. By providing a purchase order to GPPS, the customer is agreeing to the terms and conditions within this quotation.
3. Sign acceptance below
4. Fax Purchase Order and this signature page to (714) 414-1176.
5. Payment must be received by GPPS, Inc. in advance of services being rendered.

***** ACCEPTANCE *****

Jim Moreno

Printed Name

Coast Community College District/ Orange Coast College

Company Name

714-438-4600

Phone & Fax Number

2701 Fairview Road

Address

President, Governing Board of Trustees,
Coast Community College District

Title

Costa Mesa, California 92626

City, State & Zip Code

Signature

Date



TERMS AND CONDITIONS

The equipment, parts and materials (collectively the "Equipment") and the Services (defined in Section 7, below), which are described on the face hereof or in an attachment shall be sold to the Customer ("Customer") by Guardian Power Protection Services, Inc. ("GPPS") upon the following terms and conditions of sale.

1. ACCEPTANCE. This quotation and the sale of Equipment and Services to Customer are expressly subject to these Standard Terms and Conditions. Any terms and provisions of Customer's order or Customer's other documents which are inconsistent with any of the terms and conditions hereof are rejected, and will not be binding on GPPS or considered applicable to the sale of the Equipment or Services ordered. Acceptance of the terms and conditions hereof by the Customer shall be conclusively indicated by the Customer's placing an order and the subsequent sale and shipment by GPPS of the Equipment or Services covered by this quotation. No modifications of these Standard Terms and Conditions, whether by Customer or in Customer's Purchase Order or otherwise, shall have any effect or be binding upon GPPS if in conflict with the quotation prices, terms and conditions or specifications stated or referred to, unless expressly agreed to in writing by a duly authorized official of GPPS.

2. PRICES AND TAXES. All prices herein are firm for Equipment and/or Services ordered within thirty (30) days from the date of this quotation specifying delivery as quoted in this proposal. Prices stated herein do not include freight, handling charges or sales tax unless these items are specifically listed and priced in this quotation. Prices stated herein are F.O.B. Shipping Point (unless otherwise stated). GPPS shall list on its invoices any such tax collectible by GPPS at the time of the sale which is lawfully applicable to any such Equipment or Services otherwise payable by the Customer and not subject to exemption or resale certificates. Any Equipment and Services ordered in addition to that specifically set forth in this quotation shall be priced at the current prices then in effect.

3. PAYMENT. Payment of invoice by Customer is due within thirty (30) days of the invoice date unless otherwise stated in the body of the quotation. All payments shall be in U.S. currency and delivered to GPPS' corporate offices. Payment to GPPS shall not be contingent on third party payments to Customer. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Additionally, if any payment is not made when due, GPPS reserves the right, among further remedies, either to terminate the contract or suspend further deliveries of Equipment or Services to Customer under this or other contracts until such payment and the applicable interest charge have been received. Customer shall be liable for all expenses incurred to collect past due amounts, including attorney's fees.

4. DELIVERY. Customer shall bear the risk of loss for damage to or destruction of the Equipment from the earlier of the time that GPPS delivers such Equipment to the carrier or the Customer or Customer's agent. Customer shall give written notice to GPPS of any claim for shortage, error in the Equipment shipped or error in charges within thirty (30) days after receipt of Equipment or such claim shall be deemed waived. All shipping and delivery dates are approximate and are based upon prompt receipt by GPPS of all necessary information from Customer to properly process the order. GPPS shall not be liable to or responsible for any damages or loss for delay or default in delivery due to any cause beyond GPPS' reasonable control, nor shall Customer have the right to cancel its' Purchase Order because of delays or default in delivery due to such causes. Under no circumstances shall GPPS have any liability for loss of use or for any indirect or consequential damages as a result of delayed delivery.

5. CANCELLATION. Prior to acceptance of the Equipment or performance of Services, Customer may terminate its order for any or all of the Equipment and Services covered by this contract, provided GPPS is given reasonable advance written notice of such termination and subject to payment to GPPS of termination charges which shall include all costs and expenses already incurred or commitments made by GPPS in connection with the processing, purchasing, handling and fabrication of the Equipment and/or the performance of Services, and a reasonable profit thereon.

6. RETURNS. Any return of Equipment by the Customer must be authorized and accepted in advance by GPPS. The return of Equipment may only be accepted by the authorized representative of GPPS in a written notice to Customer. In the event GPPS accepts return of the Equipment, neither transportation charges for the return of Equipment nor any other costs or charges incurred in connection therewith shall be paid by GPPS unless authorized in advance by GPPS. Returned Equipment that is accepted by GPPS is subject to restocking charges.



7. **SERVICES.** "Services" shall mean the services provided by GPPS as set forth on the face of this quotation or in an attachment incorporated herein. The Services shall be performed during the normal business hours of 08:00 a.m. to 5:00 p.m., unless otherwise specified in writing in this quotation. All time periods specified for performance of the Services are to be treated only as estimates given in good faith. GPPS shall not be liable for damages due to delay in performance.

8. **CHANGE ORDERS:** In the event that Customer requests any modifications to the Services or to the type or quantity of Equipment, GPPS shall, if commercially reasonable, prepare and deliver to Customer a Change Order Proposal describing such modifications and the changes in the Services and/or Equipment necessary to effect such modifications (a "Change Order"). The Change Order will also set forth the additional Payments, if any, and the basis upon which additional Payments will be computed and an estimate of the revised schedule for completion of the Services and delivery of the Equipment.

9. **EXCUSE OF PERFORMANCE.** Deliveries of Equipment and performance of Services may be suspended by GPPS, without liability to Customer or any other person, in the event of: Act of God, war, riot, fire, explosion, accident, flood, earthquake, natural disaster, sabotage, equipment or computer failure; acts, omissions, or failures by GPPS' suppliers or other third parties; lack of or delays in obtaining adequate fuel, power, raw materials, components, labor, containers or manufacturing or transportation facilities; compliance with governmental requests, laws, regulations, or order actions; breakage or failure of machinery or apparatus; force majeure; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of GPPS. Deliveries of Equipment or Services suspended or not made by reason of this section shall at GPPS' option, either be cancelled or the time for delivery shall automatically be extended for a period equal to the suspension period, without liability, but this quotation and terms and conditions shall otherwise remain unaffected.

10. **DISCLAIMER OF WARRANTY.** GPPS makes no warranty of any kind, express or implied, for Equipment or Services to be supplied by GPPS. Specifically there are no express or implied warranties of merchantability, fitness for particular purpose, infringement or other matter with respect to the Equipment or Services. Notwithstanding the above, GPPS agrees to supply Customer, any warranties that may be provided by the manufacturer of the Equipment and GPPS warrants that the services described in this quotation shall be performed in a professional and workmanlike manner by qualified personnel following manufacturer's published specifications, standards, and guidelines and in accordance with industry standards. GPPS shall not be responsible for the failure to provide goods and/or services due to causes beyond GPPS reasonable control

11. **LIMITED LIABILITY.** CUSTOMER AGREES THAT GPPS' TOTAL LIABILITY ON ANY CLAIM, FOR ANY LOSS OR DAMAGE, WHETHER BASED IN CONTRACT, NEGLIGENCE, INFRINGEMENT, STRICT LIABILITY OR OTHER TORT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GPPS FOR THE EQUIPMENT AND SERVICES IN THIS QUOTATION. GPPS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR PRODUCTION, OR LOSS OF INFORMATION OR DATA. GPPS SHALL NOT BE LIABLE FOR SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. THIS LIMITATION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION 11 ARE NOT APPLICABLE, THOUGH, IF CUSTOMER SUFFERS DAMAGE DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GPPS.

OTHER TERMS AND CONDITIONS. Customer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of GPPS, and any attempted assignment or delegation by Customer without such consent shall be void. These Standard Terms and Conditions and the attached quotation are the entire agreement between the parties and supersedes all prior agreements, commitments and understandings with respect to the subject matter of this quotation. These Standard Terms and Conditions and the performance of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California. Should any clause, sentence or part of these Standard Terms and Conditions be held invalid, illegal or unenforceable, such holding shall in no way affect the validity of the remainder, which shall remain in full effect. Failure to enforce any or all of the Standard Terms and Conditions in a particular instance or instances, shall not constitute a waiver or preclude subsequent enforcement thereof.

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation ("CHW") doing business as St. Bernardine Medical Center ("Hospital") and Coast Community College District on behalf of Orange Coast College ("Entity").

RECITALS

A. CHW owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II

Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III

Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital and for at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable request and notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required of Entity by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health risk. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity shall ensure that all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and the Student's compliance with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.9.8 Comply with the standards, terms, and conditions of this Agreement, including but not limited to Articles IX, X, and XI.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their field training and responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and that neither Entity, any Student, employee, agent, or other Entity personnel performing services hereunder appears on said List.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has conducted and successfully completed a criminal background check in accordance with the CHW standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V

Independent Contractors

5. Entity and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Entity or Students. Neither Entity nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and Entity or Student, Hospital may terminate this Agreement immediately upon written notice to Entity.

ARTICLE VI

Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII Term of Agreement

8. This Agreement is for a term of one (1) year commencing on September 1, 2009, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period,

this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX

Compliance with Laws and Standards of Conduct

9.1 Entity shall comply, and shall require its Students to comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply, and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Catholic Healthcare West Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X

Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI

Ethical and Religious Directives

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to [the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Catholic Healthcare West and its Sponsoring Congregations (collectively, the "Ethical Directives") a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII

General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05

of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

St. Bernardine Medical Center
2101 North Waterman Avenue
San Bernardino, CA 92404
Att: President

Copy to:

Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to Entity:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Att: Vice Chancellor

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT
IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed and do each hereby warrant and represent that their respective signatory
whose signature appears below has been and is on the date of this Agreement duly
authorized by all necessary and appropriate corporate action to execute this
Agreement.

HOSPITAL: Catholic Healthcare West,
a California nonprofit public benefit
corporation doing business as
St. Bernardine Medical Center

Date: _____, 2009
By: _____
Its: _____

ENTITY: Orange Coast College

Date: _____, 2009

By: _____

**Kevin Ballinger, Dean
Consumer & Health Sciences**

By: _____

**Richard Pagel, Vice President
Administrative Services**

Coast Community College District

By: _____

President, Board of Trustees

EXHIBIT A

1. Program Specialty: Echocardiography
2. Length of Field Training:
3. Maximum Number of Students at Any One Time:
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate

Entity: \$1,000,000 per occurrence/\$3,000,000 aggregate

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- ☐ (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- ☐ (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- ☐ (c) Documented history of varicella exposure or positive varicella immune titer;
- ☐ (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- ☐ (e) Evidence of current (within the past ten years) tetanus toxoid.
- ☐ (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

☐ Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Hospital.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, base station reports, W and I Code 5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the individual's relationship with the Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Entity Supervisor

EXHIBIT D

Ethical and Religious Directives

See attached.

EXHIBIT E

Joint Commission Requirement Criminal Background Verification

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : _____
Attention : _____
Address : _____

Thank you.

Entity : _____
Name : _____
Title : _____
Date : _____

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- **Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Failing:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional:** Any active or pending case.
- **Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Failing Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, **with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
- For California Facilities:
 - Any Felony with a disposition date older than 7 years, **with the exception of any Felony violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
 - Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional: MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION FOR ANY INDIVIDUALS WITH A PROVISIONAL SCORE PRIOR TO ACCEPTANCE OF SUCH INDIVIDUALS.

- Any Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Non-California Facilities:
 - Any Felony with a failing disposition that is greater than 7 yrs old.
 - Any Misdemeanor crime with a Failing Disposition greater than 3 years but less than 7 years old*.
 - Any Bankruptcy within the last ten years or tax liens within the last seven years.
 - Any other finding determined to be significant enough for further review.

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.
- Any Misdemeanor crime with a Failing Disposition within the last 3 years*.
- Any Controlled Substance Offense (misdemeanor or felony) with a Failing Disposition within the last 7 years*.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.