
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, February 3, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

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

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- 1.04 Recess to Closed Session

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

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

- 1. Faculty Special Assignments
- 2. Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Educational Administrators
 - a. Interim Associate Vice Chancellor
- 6. Classified Management
- 7. Classified Staff
 - a. Accounting Fiscal Specialist

8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
 - a. Div/Area Office Coordinator
 - b. Special Assignment
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 Public Employment (Pursuant to Government Code 54957(b)(1))

Position: Dean

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

Threatened Litigation by Dian Torres

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

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

1.04.05 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

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

Position: Secretary of the Board of Trustees

1.04.07 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 Mary L. Hornbuckle
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 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 Opportunity for the Board of Trustees' Discussion of the District's Diversity Report

- 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
- 2.03 Review of Buildings and Grounds Reports
 - 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
- 2.04 Review of Internal Audit Report
- 3.00 Consent Calendar
 - 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 New Programs/Options
 - 3.01.04 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements
 - 3.02 Authorization for Attendance at Meetings and/or Conferences
 - 1. Meetings 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
 - None
 - 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
 - None

- 3.03.05 Authorization for Disposal of Surplus
- 3.03.06 Authorization to Enter Into 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 Off-Campus Assignments – Coastline Community College
None
- 3.03.18 Authorization for Community Activities – Orange Coast College
- 3.03.19 Authorization for Community Activities – Golden West College
- 3.03.20 Authorization for Sailing Program – Orange Coast College
- 3.04 Personnel Items
- 3.04.01 Authorization for Leaves of Absence
- 3.04.02 Authorization for Schedule Changes, Classified Staff
- 3.04.03 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
- 3.05.06 Authorization for Community Activities – Coastline Community College
None
- 3.05.07 Authorization for Staff Development – Golden West College
- 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 Authorization for Special Payments – Coastline Community College
None
 - 3.06.05 Authorization for Special Payments – Golden West College
None
 - 3.06.06 Authorization for Special Payments – Orange Coast College
None
 - 3.06.07 Authorization for Special Payments - District
- 4.00 Action Items
 - 4.01 Approval of Agreements – Coastline Community College
 - 4.01.01 Approve Agreement between the Department of Homeland Security and the Coast Community College District in Support of the Navy College Program for Afloat Education (NCPACE) United States Government Contract No. N00189-09-D-Z060
 - 4.01.02 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-Captioning of Two Economics Videos
 - 4.01.03 Approve an Amendment to an Agreement between U.S. College Compass, LLC and the Coast Community College District for Assessment, Counseling, College Preparation and Faculty Development Services

- 4.01.04 Approve Agreement between Element K Corporation and the Coast Community College District for Online Learning Service Accessed Through Standard Web-Browsing Programs at Coastline Community College
- 4.01.05 Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology
- 4.01.06 Approve Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 4.01.07 Approve Agreement between Active Network and the Coast Community College District for the Use of Their Website for Fundraising and Event Management Purposes
- 4.01.08 Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District
- 4.02 Approval of Agreements – Golden West College
None
- 4.03 Approval of Agreements – Orange Coast College
- 4.03.01 Approve Amendment to Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the distribution of parking permits to students
- 4.03.02 Approve Agreement between Tom Dowling Designs and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion
- 4.03.03 Approve Agreement between Honolulu Surf Company and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion
- 4.03.04 Approve Agreement between Harbour Surfboards/Ocean Life, Inc. and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion
- 4.04 Approval of Agreements – District
None
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Approve Change Order No. 2; Orange Coast College Softball Field; Bid No. 1964
- 4.05.02 Approve Addendum No. 3 for CO Architects; Coastline College Westminster Learning Center
- 4.05.03 Approve Independent Contractor Agreement with GEOCON West, Inc.; Coastline Community College Newport Beach Learning Center

- 4.06 General Items of Business – Coastline Community College
None
- 4.07 General Items of Business – Orange Coast College
None
- 4.08 General Items of Business – District
- 4.08.01 Approval of Employment Agreement with John Breihan, Interim Associate Vice Chancellor
- 4.09 Resolutions
- 4.09.01 Adoption of Resolution #10-02 to Increase Income and Expenditure Budget for 2009-2010
- 4.09.02 Adoption of Resolution #10-03 September through December 2009 Budget Transfers
- 4.09.03 Adoption of Resolution # 10-04, Code of Ethical Conduct for All Coast Community College District Personnel
- 4.10 Approval of Minutes
Special Meeting of: January 16, 2010
Regular Meeting of: January 20, 2010
- 4.11 Policy Implementation
- 4.11.01 Adoption of Policy 010-2-23, College Bookstores
- 4.11.02 Adoption of Policy 010-2-24, Associated Students' Finance
- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

1.00 Preliminary Matters

Meeting: 02/03/2010 Regular Meeting
Category: 1. Preliminary Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Preliminary Matters

1.01 Call to Order

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(b)(1))
Position: Dean

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

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Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources

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Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

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

Position: Secretary of the Board of Trustees

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

Position: Chancellor

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

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1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Resolutions to Honor and Accept the Retirements

Employees with 10 or More Years of Service to the District

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

Administrator

None.

Faculty

None.

Classified

Cassens, Diane, GWC, Course Assistant 1, retirement effective 12/31/09.

Whereas, Diane Cassens, Course Assistant 1 retired from Golden West College after 18 years of employment effective the thirty-first day of December 2009; and

Whereas, Diane Cassens began working for Golden West College in 1991 as an hourly employee and within a few months was hired into a full-time position as an office assistant in Admissions & Records; and

Whereas, in 2000 Diane Cassens transferred to the Career and Technical Education department working as a course assistant and then in 2005 as an assistant in the Arts and Letters division where she excelled working with staff and students ; and

Whereas, Diane Cassens will be remembered for her smiling presence and friendly

service; and

Whereas, Diane Cassens' co-workers congratulate her and wish her best wishes for an enjoyable retirement.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Diane Cassens for her years of service to Golden West College and 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 Diane Cassens on this day, the third of February in the year 2010.

Fortune, James, DIS, Application Programs Analyst, retirement effective 04/22/10.

Whereas, Jim Fortune, Application Programs Analyst is retiring from the Coast Community College District after 34 years of employment effective the twenty-second day of April 2010; and

Whereas, Jim Fortune began his employment at Golden West College in 1976 as an hourly Student lab Assistant; and

Whereas, in December 1979 Jim Fortune became a permanent employee at Golden West College as a computer programmer working in the Research Office . Later, he moved to the Computer Services Department where he spent half his time programming and the other half maintaining Apple computer hardware; and

Whereas, in 2002, Jim transferred to the District Office and immediately became responsible for maintaining a host of stand-alone applications such as the Travel, Employee Evaluation, TB Testing, and Employee Service Awards systems. Later he would also be responsible for creating a number of HR, Benefit, and Leave Balance reports for the PNI system. When PNI was replaced with the Banner system, Jim aided in the conversion process as well as being an integral part in writing the Payroll Posting , Timecard printing, and Payroll Labor Redistribution programs; and

Whereas, his co-workers say that Jim Fortune will be greatly missed , as much for his wide variety of stories, anecdotes and knowledge of history, as for his programming work; and

Whereas, Jim Fortune and his wife plan to retire to Poland where he will take up the challenge of restoring the house they plan on purchasing as well as attempting to stay warm.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Jim Fortune for his years of service to 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 Jim Fortune on this day, the third of February in the year 2010.

Additional Administrative Content



2.00 General Information and Reports

Meeting: 02/03/2010 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 on 2/04/2009 at 08:56 AM by Jodi Rodriguez. Last Update on 01/28/2010 by Jodi Rodriguez.

2.01 Informative Reports

Meeting: 02/03/2010 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

Coast Community College Association
Coast Federation of Classified Employees
Coast Federation of Educators
Coast District Management Association

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
Budget Committee
Personnel Committee

Upcoming Meetings:

Accreditation Committee	February 24, 2010	Board Conference Room 3:00 p.m.
Land Development Committee	February 17, 2010	Board Conference Room 10:00 a.m.

2.01.08 Opportunity for the Board of Trustees' Discussion of the District's Diversity Report

This item is presented in compliance with the Board's Directives Log's notation. Specifically, the Board requested that in addition to statistical data reflecting progress in enhancing diversity among District employee groups that the report should also include information from each college and the District Office on specific efforts used to promote diversity. Working with each college president, the Vice Chancellor of Human Resources has included information provided as requested by the Board. A copy of the diversity report for 2009-2010 is attached to each Trustee's Agenda (See Attachment #1).

Additional Administrative Content

Created on 12/01/2009 at 08:38 AM by Jodi Rodriguez. Last updated on 01/29/2010 by Crystal Foster.

2.02 Matters for Review, Discussion and/or Action

Meeting: 02/03/2010 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 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)

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.



2-3-10 Meeting.pdf

Additional Administrative Content

Created on 12/04/2009 at 08:38 AM by cccda@sva. Last update on 01/28/2010 by Tracey Sanders.

2.03 Review of Buildings and Grounds Reports

Meeting: 02/03/2010 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**2.03 Review of Buildings and Grounds Reports****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. **Unfortunately, this project was significantly disrupted by inclement weather during the past two weeks.**

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. **Preliminary survey work was completed in preparation for the demolition of the existing structures on the property. In addition, proposals were solicited and Geocon West, Inc. was selected to serve as the soils engineer on this project (pending board action).**

Additional Administrative Content

Created on 12/01/2009 at 09:53 AM by SCGBB. Last updated on 01/23/2010 by OnStar Task.

2.04 Review of Internal Audit Report

Meeting: 02/03/2010 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.04 Review of Internal Audit Report**

The following Activity Report for the period October 1, 2009 through December 31, 2009, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

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

1. Change Fund Audit – During the reporting period, Internal Audit Services performed random counts of change funds as well as EOPS/CARE gas and meal cards at all of the campuses. No significant issues were noted.
2. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended September 30, 2009. No significant issues were noted.
3. Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from July 1, 2009 through September 30, 2009 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.
4. GASB 35 Facilitation (Capital Assets) – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2009/2010 at each campus and verified as being tagged with the assigned asset number.
5. Construction Project Audits – During the reporting period, Internal Audit Services regularly attended two (2) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and state requirements.
6. Associated Students Audit – During the reporting period, Internal Audit Services reviewed the processes related to the bookstore, food service and other revenue generating activities at Orange Coast College. A report including audit tests, findings and recommendations was provided to OCC Administration and the ASOCC. Follow-up meetings are on-going between the campus and student representatives.
7. GWC Bookstore – During the reporting period, Internal Audit Services coordinated the audit work of Holthouse, Carlin and Van Trigt LLP related to their review of the Golden West College bookstore operations.
8. Coordination of External Audit – During the reporting period, Internal Audit Services continued to coordinate the audit of Vicenti, Lloyd & Stutzman, LLP for the fiscal year 2008/2009. The final District audit report was presented to the Board of Trustees at the December 9, 2009 meeting. The District report was filed with the State Chancellor's Office prior to the December 31, 2008 deadline, as required. In addition, the final GO Bond

Performance audit report was presented to the Citizens' Oversight Committee at its December 8, 2009 meeting.

Additional Administrative Content:

Created on 01/19/2010 at 08:46 AM by Rickard Kudlik. Last update on 01/28/2010 by Tracey Sanders.



3.00 Consent Calendar

Meeting: 02/03/2010 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

Creation: 12/01/2009 10:06:53 AM by: A. G. Smith, Jr. Last Update: 01/06/2010 10:06:53 AM by: A. G. Smith, Jr.

3.01 CURRICULUM APPROVAL

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

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 New Programs/Options****3.01.04 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements**

Curriculum.pdf

Additional Administrative Content

Created on 12/04/2009 at 09:53 AM by Fana Hamby / Last updated on 01/28/2010 by Fana Hamby

3.01.01 Approval of New Courses

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

Coastline Community College

Effective Spring 2010

French C107 – French Grammar Fundamentals; 0.5 units

Semester length; 27 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. Introduction to and practice with basic grammatical processes and terminology in French.

French C119 – French Language and Culture Basics; 0.5 units

Semester length; 27 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. Introduction to the French language, culture and francophone world.

Spanish C176 – Beginning Conversational Spanish I; 1.0 units

Semester length; 54 non-lecture semester hours; prerequisite: SPAN C180 or SPAN C180B or equivalent; fee: none; grading method: student option. Basic communication skills with emphasis on oral communication and pronunciation. This course is designed to develop the student's ability to communicate fluently, idiomatically, and correctly in Spanish. Conversational material is selected from magazines, the internet, and selected texts. Grammar is taught only as it will facilitate conversation.

Spanish C177 – Beginning Conversational Spanish II; 1.0 units

Semester length; 54 non-lecture semester hours; prerequisite: SPAN C180 or SPAN C180B or equivalent; fee: none; grading method: student option. Students will continue to develop basic oral skills speaking in Spanish during guided conversations with other classmates. This course is designed to develop the student's ability to communicate fluently, idiomatically, and correctly in Spanish. Conversational material is selected from magazines, the internet, and selected texts. Grammar is taught only as it will facilitate conversation.

Spanish C178 – Intermediate Conversational Spanish I; 1.0 units

Semester length; 54 non-lecture semester hours; prerequisite: SPAN C180 or SPAN C180B or equivalent; fee: none; grading method: student option. Students will continue to develop basic oral skills by speaking in Spanish during guided conversations with other classmates and the instructor. This course is designed to develop the student's ability to communicate fluently, idiomatically, and correctly in Spanish. Conversational material is selected from magazines, the internet, and selected texts. Grammar is taught only as it will facilitate conversation.

Spanish C179 – Intermediate Conversational Spanish II; 1.0 units

Semester length; 54 non-lecture semester hours; prerequisite: SPAN C180 or SPAN C180B or equivalent; fee: none; grading method: student option. Students will continue to develop basic oral skills by speaking in Spanish during guided conversations with other classmates and the instructor. This course is designed to develop the student's ability to communicate fluently, idiomatically, and correctly in Spanish. Conversational material is selected from magazines, the internet, and selected texts. Grammar is taught only as it will facilitate conversation.

Criminal Justice C135 – Introduction to Policing; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. This course gives students an overview of the police and their mission. It examines the evolution of policing as well as methods, issues, and challenges to present day policing. The course also looks at technology in the service of law enforcement and explores the future of policing. Emphasis is placed on the student developing a proper understanding of police accountability and ethical behavior.

Emergency Management C101 – Introduction to Emergency Management; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. This course introduces the student to fundamental aspects of emergency management. It examines the roles and responsibilities of government and non-profit agencies when responding to disasters and emergencies with emphases on man-made, natural, and technological events most likely to affect the United States. The course emphasizes the four concepts of emergency management: preparedness, mitigation, response, and recovery.

Emergency Management C102 – Introduction to Homeland Security; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. This introductory course explores the history, development, and organization of homeland security in the United States. It examines the roles and functions of the various components of the Department of Homeland Security and its relationship to state and local agencies. Topics include the threat of terrorism and countermeasures, the importance of the intelligence community, and the ways government systems can effectively prepare for and respond to security threats on American soil. Emphasis is placed on homeland security practices of the emergency manager.

Effective Fall 2010

Accounting C118 – Fundamentals of Auditing; 3.0 units

Semester length; 54 lecture semester hours; advisory: ACCT C101; fee: none; grading method: student option. Topics cover the process of examining and evaluating financial conditions and records. It is designed to provide a basis for an opinion concerning the reliability of the records, as evidenced by a written audit report.

Business C007 – Business Mathematics; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. Business Mathematics provides a practical, up-to-date coverage of widely-used topics in business including basic math, bank services, payroll, discounts and markups, simple and compound interest, stocks and bonds, consumer loans, taxes and insurance, depreciation, financial statements, and business statistics.

English C296 – Gothic Victorian Literature; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: ENGL C100; fee: none; grading method: student option. This course is a survey of Gothic literature written during England's 19th century. The course will begin with the origins of the genre and its major conventions and go on to trace the changes in the genre as measured by its historical and social contexts. Important Gothic texts, including the pre-Victorian work *Frankenstein* and canonical Victorian texts *Dracula* and *Jane Eyre*, will be studied in order to identify the components of 19th century British Gothic literature.

English C297 – Contemporary Gothic Literature; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: ENGL C100; fee: none; grading method: student option. This course is a survey of Gothic literature, concentrating on Gothic novels written in the 20th century. The course will begin with the initial development of the genre, and focus on American Gothicism and its major conventions in the last century. The course will study Nobel prize winner Toni Morrison's *Beloved*, Joyce Carol Oates's National Book award-winning *Them* and Jeffrey Eugenides's *The Virgin Suicides*. The course will also study a 19th century short story "Carmilla" by Le Fanu that illustrates Victorian vampire themes, and compare the story's literary conventions to contemporary Gothic themes.

French C108 – French Grammar Practicum; 0.5 units

Semester length; 27 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. Practical applications of basic grammatical processes and terminology in French.

French C109 – French Grammar Review; 0.5 units

Semester length; 27 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. Review of basic grammatical processes and terminology in French.

French C120 – French Culture in Media; 0.5 units

Semester length; 27 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. Survey courses concentrating on media-sourced readings and writings of the countries, customs, and cultures where French is or has been spoken, including in its dialectal or historical forms. Global interconnections to be emphasized among francophone civilizations and between the francophone and the Anglophone. Students will learn and employ vocabulary and writing styles consistent with social and regional dialects.

Golden West College

Effective Fall 2010

Digital Media G110 – Digital Audio, Introduction; 3.0 units

Semester length; 36 semester lecture hours and 54 semester non lecture hours; prerequisite: none; fee: \$20.00; grading method: student option. This course covers audio theory, tracking, mixing, and basic mastering techniques

using digital audio workstation systems in more detail. Lab experiences include editing, processing, mixing, and mastering projects of various musical genres. This course may be taken 3 times.

Digital Media G111 – Audio Post Production; 3.0 units

Semester length; 36 semester lecture hours and 54 semester non lecture hours; advisory: Digital Media G110; fee: \$20.00; grading method: student option. This course covers the theory behind the assembly of various audio elements (dialogue, music, and effects) into a play list for synchronization to picture and the implementation of the theories into product. Non-linear digital video editing systems will be utilized to create finished programs for digital video disc, compact disk, television, and computer games. This course may be taken 3 times.

Environmental Studies G133 – Energy Audit I; 4.0 units

Semester length; 72 semester lecture hours; prerequisite: none; fee: none; grading method: student option. This course introduces the student to the concepts of energy efficiency, energy conservation and energy auditing and assessment. Students will learn to inspect, test, and measure energy usage in buildings. In addition, students will learn to recommend energy efficient steps to reduce building energy usage through practical and cost-effective installation of insulation and retrofitting of energy efficient doors, windows, and appliances.

Theater Arts G179 – Theater Sound Technology; 3.0 units

Semester length; 54 semester lecture and 18 semester non-lecture hours; prerequisite: none; fee: none; grading method: student option. This course covers an introduction to basic sound design theory and technology, sound reinforcement techniques, and sound operations used in the performing arts. Students are required to attend Golden West College productions. This course may be taken four times.

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:

Coastline Community College

Effective Spring 2010

FROM	TO
<u>Art C121 – Life Drawing 1</u> Repeatability: Once	Three Times
<u>Art C221 – Life Drawing 2</u> Repeatability: Once	Three Times
<u>Art C240 – Mixed Media Techniques</u> Repeatability: None	Three Times
<u>Art C265 – Methods and Materials of Italian Masterworks</u> Repeatability: Once	Three Times
<u>Business Computing C181 – Multimedia Essentials</u> Semester Hours: 36 lecture, 36 non-lecture	54 lecture, 18 non-lecture
<u>Business Computing C281 – Work-Based Learning</u> Repeatability: Once Semester Hours: 18 non-lecture	Three Times 90 non-lecture
<u>Business Computing C282 – Work-Based Learning</u> Repeatability: Once Semester Hours: 18 non-lecture	Three Times 90 non-lecture

Business Computing C283 – Work-Based Learning

Repeatability: Once
Semester Hours: 18 non-lecture

Three Times
90 non-lecture

Business Computing C284 – Work-Based Learning

Repeatability: Once
Semester Hours: 18 non-lecture

Three Times
90 non-lecture

Business Computing C306 – Web Page Internship

Repeatability: Once

Three Times

Informatics C141 – Informatics Core Course I

Semester Hours: 54 lecture, 108 non-lecture

63 lecture, 18 non-lecture

Informatics C142 – Informatics Core Course II

Semester Hours: 54 lecture, 108 non-lecture

63 lecture, 18 non-lecture

Informatics C143 – Informatics Core Course III

Semester Hours: 54 lecture, 108 non-lecture

63 lecture, 18 non-lecture

French C058 – French for Business and International Relations

Course ID: FREN C058
Semester Hours: 54 lecture

FREN C158
36 lecture

French C060 – Beginning Practical French

Course ID: FREN C060
Semester Hours: 54 lecture

FREN C160
36 lecture

French C144 – French Short Story Intro

Course Units: 3.0
Semester Hours: 54 lecture

2.0
36 lecture

Golden West College

Effective Fall 2010

FROM**TO**Economics G180 – Micro Economics

Prerequisite: None

Math G030 or
Mathematics Placement Assessment

Economics G285 – Macro Economics

Prerequisite: None

Math G030 or
Mathematics Placement Assessment

English G010 – Preparation for College Writing and Reading

Grading Method: Letter Grade
Course Title: Preparation for College Writing
and Reading

Pass/No Pass
Reading and Writing Essentials Preparation
for College Writing and Reading

Theater Arts G176 – Stage Lighting

Course Units: 2.0
Semester Hours: 36 lecture
Repeatability: None

3.0
54 lecture/18 lab
Three Times

Course Retirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the

following course retirements be approved for retirement from the curriculum:

Coastline Community College

Effective Spring 2010

Arabic C190 – Introduction to Arabic Culture and Geography
 Bank C281 – Co-Op Work Experience
 Bank C282 – Co-Op Work Experience
 Bank C283 – Co-Op Work Experience
 Bank C284 – Co-Op Work Experience
 Biology C001 – Biology Tutoring
 Biology C110 – Applied Botany
 Biology C125 – Marine Mammals
 Business Computing C114 – Administrative Procedures and Technology
 Business Computing C126 – Macintosh Os X Basics
 Business Computing C127 – Advanced Macintosh Os X
 Business Computing C148E – Tips and Tricks for The Microsoft Word User
 Business Computing C177 – Access for E-Commerce
 Business Computing C196 – Starting Your Own Internet Business
 Chemistry C001 – Chemistry Tutoring
 Chinese C058 – Chinese for Business and International Relations
 Chinese C190 – Chinese Culture and Contemporary Issues
 Counseling C085 – Career Assessment and Guidance
 Dance C155 – Creative Movement for Children
 Ecology C105 – Ecosystem
 Escrow C281 – Co-Op Work Experience
 Escrow C282 – Co-Op Work Experience
 Escrow C283 – Co-Op Work Experience
 Escrow C284 – Co-Op Work Experience
 French C182 – Conversational French
 French C186 – Topics in French
 Geology C110 – Physical Geology
 Geology C125 – Rocks and Minerals
 Geology C135 – Geology of Orange County
 German C108 – Conversational German
 German C180 – Elementary German 1
 German C180A – Elementary German 1A
 German C180B – Elementary German 1B
 German C203 – Fundamentals of German 3
 German C204 – Fundamentals of German 4
 Greek C180A – Elementary Greek 1
 Greek C180B – Elementary Greek 2
 Hebrew C108 – Conversational Hebrew
 Hebrew C180A – Elementary Hebrew 1A
 Hebrew C180B – Elementary Hebrew 1B
 Hebrew C190 – Introduction to Jewish Culture and Geography
 Hebrew C203 – Fundamentals of Hebrew 3
 Italian C190 – Introduction to Italian Culture and Geography
 Italian C195 – Survey of Italian Culture and Geography
 Japanese C190 – Introduction to Japanese Culture and Geography
 Japanese C195 – Survey of the Japanese Culture and Geography
 Japanese C399 – Special Topics
 Korean C180 – Elementary Korean 1
 Korean C180A – Elementary Korean 1A
 Korean C180B – Elementary Korean 1B
 Korean C182 – Conversational Korean
 Korean C185 – Elementary Korean 2
 Korean C185A – Elementary Korean 2A
 Korean C185B – Elementary Korean 2B
 Korean C190 – Introduction to Korean Culture and Geography 1

Latin C280 – Intermediate Latin 1
 Latin C285 – Intermediate Latin 2
 Math C001 – Math Tutoring
 Math C002 – Mastering the SAT 1
 Math C003 – Basic Mathematics
 Math C101A – Elementary Algebra Part 1
 Math C101B – Elementary Algebra Part 2
 Music C051 – Reading Music
 Music C060 – Adventures in Singing
 Music C101 – Introduction to the Symphony
 Music C102 – Latin American Music
 Music C110 – Voice 1
 Music C111 – Voice 2
 Music C115 – Community Chorale
 Music C116 – Coastline Choral Ensemble
 Music C120A – Piano 1
 Music C120B – Piano 2
 Music C140 – Coastline Jazz Ensemble
 Music C145 – Community Show Band
 Music C148 – Instrumental Performance Ensemble
 Music C151 – Theory and Musicianship 1
 Music C152 – Theory and Musicianship 2
 Music C210 – Broadway Theatre Vocal Workshop
 Persian C180A – Elementary Persian 1A
 Persian C180B – Elementary Persian 1B
 Philosophy C112 – Survey of Modern Philosophy
 Physical Education C150 – Ski Conditioning
 Physical Education C152 – Skiing
 Physical Education C153 – Snowboarding
 Physical Education C155 – Cross-Country Skiing
 Physical Education C170 – Aikido
 Physical Education C171 – Self Defense
 Psychology C143 – Behavior Modification
 Psychology C144 – Gestalt Psychology
 Psychology C145 – Nonverbal Behavior
 Psychology C146 – Biofeedback/Stress Management 1
 Psychology C147 – Biofeedback/Stress Management 2
 Psychology C149 – Principles of Human Sexual Behavior 2
 Psychology C181 – Psychological Principles of Business
 Russian C180A – Elementary Russian 1A
 Russian C180B – Elementary Russian 1B
 Russian C182 – Conversational Russian
 Social Science C050 – Exploring the World
 Social Science C101 – Biculturalism and Bilingualism in the United States
 Social Science C115 – Perspectives on Peace Studies
 Spanish C190 – Introduction to Spanish Culture and Geography
 Spanish C192 – Culture and Geography of Mexico
 Spanish C196 – Readings in Spanish
 Special Education C013 – Improving Relationships
 Special Education C052 – Home Based Cognitive Rehabilitation
 Special Education C120 – Transition Services 1
 Special Education C121 – Transition Services 2
 Special Education C466 – Community Transition
 Special Education C471 – Home Based Cognitive Rehabilitation for Survivors
 Special Education C490 – Stroke Rehabilitation
 Speech C099 – English Speech and Listening Skills for Non-Native Speakers
 Supply Management C281 – Work-Based Learning
 Supply Management C282 – Work-Based Learning
 Supply Management C283 – Work-Based Learning
 Supply Management C284 – Work-Based Learning
 Telecommunications Technology C125 – Introduction to Telephony

Telecommunications Technology C128 – Key Systems
 Telecommunications Technology C130 – Telecommunications Electronics
 Telecommunications Technology C132 – Fundamentals of Modern Telecommunications Systems
 Telecommunications Technology C134 – Fundamentals of Satellite Telecommunications Systems
 Telecommunications Technology C136 – Fiber Optics Telecommunications Systems
 Telecommunications Technology C140 – Computer Telephone Integration
 Theater Arts C150 – Theater Production
 Vietnamese C190 – Introduction to Vietnamese Culture and Geography

Course Suspensions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved for suspension from the curriculum:

Coastline Community College

Effective Spring 2010

Art C106 – History and Culture of Computer Art
 Art C108 – Service-Learning in the Arts
 Art C124 – Calligraphic Art of Non-European Countries
 Art C125 – Calligraphy 1
 Art C148 – Woodworking
 Art C149 – Furniture Making
 Art C180 – Fiber Optics
 Art C193 – Digital Color
 Art C207 – Prepress and Graphic File Output
 Art C210 – Picture Framing
 Art C215 – Typography, Computer Enhanced
 Art C225 – Calligraphy 2
 Art C226 – Cartooning
 Art C282 – Drawing with Pastels
 Art C283 – Drawing with Pastels 2
 Computer Services Technology C105 – Digital Home Technology Integration +
 Computer Services Technology C109 – CompTia Project +
 Computer Services Technology C119 – Internet +
 Computer Services Technology C151 – Convergence Technologies 1
 Computer Services Technology C152 – Convergence Technologies 2
 Computer Services Technology C246 – Wireless Small Office Home Security (SOHO)
 Computer Services Technology C247 – Wireless Business Security
 Dance C113 – Classical Ballet Variations
 Dance C133 – Ethnic Dance
 Dance C165 – Dance Theater Production
 Dance C258 – Ballet Repertoire
 Dance C260 – Ethnic Dance Repertoire
 English as a Second Language C142 – Sentence Structure 3
 English as a Second Language C144 – Reading and Writing 3
 English as a Second Language C152 – Sentence Structure 4
 English as a Second Language C154 – Reading and Writing 4
 English as a Second Language C156 – Listening and Conversation 4
 Geography C050 – World Geography
 Geography C125 – Meteorology
 Geography C131 – Regional Geography: North/Anglo America
 Geography C132 – Regional Geography: Central America and the Caribbean
 Geography C133 – Regional Geography: South America
 Geography C134 – Regional Geography: Australia, New Zealand and the South Pacific
 Geography C135 – Regional Geography: Orient and Southeast Asia
 Geography C136 – Regional Geography: Middle East and Southern Asia
 Geography C137 – Regional Geography: Africa
 Geography C138 – Regional Geography: Western Europe

Geography C139 – Regional Geography: Soviet Union and Eastern Europe
 Music C132 – Electric Guitar Styles
 Theater Arts C120 – Theater Appreciation

3.01.03 Approval of New Programs/Options

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

Coastline Community College

Effective Fall 2010

Management and Supervision Certificate of Achievement

The Management and Supervision Certificate consists of classes that will prepare an individual to have an understanding of sound supervisory skills to help them succeed in their professional and personal business goals.

REQUIRED COURSES

		Units
Organization and Management	M&S C100	3.0
Human Relations	M&S C102	3.0
Human Resource Management	M&S C104	3.0
And Choose 12.0 Units from Concentration Below		<u>12.0</u>
Total Units		21.0

Concentration in Management and Supervision

Choose 12.0 units from the following:

Introduction to Business	BUS C100	3.0
Legal Environment of Business	BUS C110	3.0
Personal Financial Planning	BUS C120	3.0
Introduction to Marketing	BUS C150	3.0
Small Business Operation and Management	BUS C222	3.0
Work-Based Learning	BUS C281-C284	1.0-4.0
Introduction to Information Systems	CIS C100	3.0
Leadership Development	LEADER C140	3.0
Interpersonal Communication	SPCH C100	3.0

Supply Chain Management Certificate of Achievement

The courses offered to obtain this certificate will give the students the basic skills needed to obtain a position as a Procurement or Operations Clerk within a variety of logistics organizations. Supply Chain Management involves every aspect of purchasing, transportation, storage and distribution of goods from manufacturers to consumers.

REQUIRED COURSES

		Units
Organization and Management	M&S C100	3.0
Human Relations	M&S C102	3.0
Human Resource Management	M&S C104	3.0
Principles of Supply Chain Management	SM C101	3.0
Supply Chain Operations	SM C102	3.0
And Choose 6.0 Units from Below		<u>6.0</u>
Total Units		21.0

Choose 6.0 units from the following:

Introduction to Accounting	ACCT C100	3.0
Business Mathematics	BUS C007	3.0
Introduction to Business	BUS C100	3.0
Introduction to Marketing	BUS C150	3.0
Small Business Operation and Management	BUS C222	3.0

Work-Based Learning	BUS C281-C284	1.0-4.0
Office Organization	BC C112	3.0
Introduction to Information Systems	CIS C100	3.0
Management/Employee Communication	MS C101	3.0
Purchasing and Procurement	SM C104	3.0
Supply Chain Logistics Management	SM C204	3.0

General Office Assistant
Certificate of Accomplishment

The General Office Assistant certificate program prepares students to work in an office environment. Students will have a thorough understanding of what it takes to make an office work smoothly and will be prepared to take an entry-level office administrator position.

<u>REQUIRED COURSES</u>		Units
Keyboarding and Formatting Documents	BC C107B	1.5
Data Entry	BC C108	1.5
Keyboarding Speed and Accuracy	BC C109	1.5
Office Organization	BC C112	3.0
Microsoft Word	BC C147D	1.5
Business English	ENGL C103	<u>3.0</u>
Total Units		12.0

Medical Administrative Office Technician
Certificate of Accomplishment

The Medical Administrative Office Technician certificate program is designed to prepare students to work in a medical office environment such as a hospital, managed care facility, private medical office, and multi-specialty clinic. Students who complete this certificate will be prepared to manage front office activities.

<u>REQUIRED COURSES</u>		Units
Office Organization	BC C112	3.0
Medical Administrative Assistant	BC C145	3.0
Medical Terminology	BC C163	3.0
Business English	ENGL C103	<u>3.0</u>
Total Units		12.0

Medical Coding Specialist
Certificate of Accomplishment

The Medical Coding Specialist certificate prepares the students to pass the tests to become a Certified Coding Associate (CCA) and/or a Certified Coding Specialist (CCS). These tests are administered by the American Health Information Management Association. This certificate program focuses on preparing the students for an in-depth knowledge of coding.

<u>REQUIRED COURSES</u>		Units
Medical Coding I	BC C161	3.0
Medical Coding II	BC C162	3.0
Medical Terminology 2	BC C163	3.0
Review for Coding Specialist Exam	BC C164	<u>3.0</u>
Total Units		12.0

3.01.04 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements

Program/Option Revisions:

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

Coastline Community College

Effective Fall 2010

Small Business Ownership – Certificate of Achievement

Title: Delete: Small Business Ownership
Add: Small Business Management

Supervision – Certificate of Achievement

Title: Delete: Supervision
Add: Management and Supervision
Concentrations: Delete: Supply Supervision and Management

Program/Option Retirements:

The College Curriculum Committee, with concurrence of the Acting College President and the Chancellor, recommends the following programs/options retirements be approved for retirement from the curriculum:

Coastline Community College

Effective Fall 2010

Computer Entertainment – Certificate of Achievement

Program/Option Suspensions:

The College Curriculum Committee, with concurrence of the Acting College President and the Chancellor, recommends the following programs/options suspensions be approved for suspension from the curriculum:

Coastline Community College

Effective Fall 2010

Medical Administrative Office Technician – Certificate of Achievement

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 02/03/2010 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**

CONRAD J MORENO, Board Member (DIST), to attend the Community College League of California 2010 Annual Legislative Conference and Effective Trusteeship Workshop, January 22-27, 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. The reason for this revision is to revise travel dates and include travel by air coach.

(2) Meetings for Faculty and Staff

Jessica L Aguillon, Child Care Centr Ast (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$235, including a registration fee of \$185, to be paid from Ancillary Account funds.

Isaiah M Aguirre, Public Info Asst 1 (CCC), to attend the 2010 Community College Public Relations Organization Conference, April 15-16, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$400, to be paid from Classified Conference - Marketing/PR funds.

Kimberly R Allen, Admin Dir Fisci Affr (CCCD), to attend the Evaluation Team Member for Allan Hancock College, March 8 - 11, 2010, Santa Maria, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization (Accrediting Commission for Community & Junior Colleges).

Sylvia E Amitoelau, Ed Media Designr Mil (CCC), to attend the 15th Annual Technology in Education Conference and Exposition, April 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from ISD Ancillary funds.

Jennifer D Anderson, Instructor (OCC), to attend the Southern Graphics Council International Conference, March 24 - 28, 2010, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$215, travel by Air Coach, to be paid from Danziger Award - Academic Senate Full Time PDI funds.

Jennifer D Anderson, Instructor (OCC), to attend the Yuma Symposium, February 24 - 27, 2010, Yuma, AZ, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Douglas R Benoit, Dean (OCC), to attend the California Community College Association for Occupational Education, March 16 - 20, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$395, travel by Air Coach, to be paid from

Industry Driven Reg Collaboration Grant funds.

Melissa R Berta, Instructor (OCC), to attend the 2010 Title III and Title V Project Director's Meeting, March 28 - April 1, 2010, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$550, travel by Air Coach, to be paid from Title III Grant funds.

Ted A Boehler, Dean (CCC), to attend the 15th Annual Technology in Education Conference and Exposition, April 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from ISD Ancillary funds.

Barbara B Bond, Dean (OCC), to attend the Commission on Athletics and California Community College Athletic Association 13th Annual Convention, March 30 - April 2, 2010, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$250, to be paid from Physical Education and Athletics funds.

Jill K Bosich, Instructor (OCC), to attend the American Culinary Federation Western Regional Conference, February 5 - 10, 2010, Albuquerque, NM, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Wes Bryan, President (GWC), to attend the Association of California Community College Administrators Annual Conference, February 17-19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$295, travel by Air Coach, to be paid from CDMA Professional Development funds.

Wes Bryan, President (GWC), to attend the The State of Education in Orange County 2010, February 25, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$20, to be paid from President's Discretionary Budget funds.

Rosalind J Campbell, Accounting Assistant 3 (OCC), to attend the Fundamentals of Title IV Administration, June 20 - 25, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, to be paid from BFAP Categorical funds.

Ding-Jo H Currie, Chancellor (CCCC), to attend the Orange County Department of Education State of Education 2010, February 25, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$20, to be paid from Chancellor's conference funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the eLearning 2010 Conference, February 19-25, 2010, Fort Worth, TX, without loss of salary, with reimbursement for allowable expenses of \$1,660, including travel by Air Coach, rental car and insurance, to be paid from CDMA, ISD Ancillary funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Innovations 2010, March 26-April 3, 2010, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$1,950, including travel by Air Coach, to be paid from ISD Ancillary funds, includes one vacation day.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Heartland eLearning Conference, March 7-10, 2010, Edmond, OK, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, to be paid from ISD Ancillary funds.

Julie K Daniels, Hrly/Temp Service (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$339, including a registration fee of \$175, to be paid from Ancillary Account funds.

Shalamon A Duke, Dean (CCC), to attend the Association of California Community College Administrators Conference, February 17, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Andrea C Galbraith-Prell, Child Care Centr Ast (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$267, including a registration fee of \$185, to be paid from Ancillary Account funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the Virginia Advisory Council on Military Education, March 9-12, 2010, Williamsburg, VA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary funds.

Dennis R Harkins, President (OCC), to attend the Accreditation Institute 2010, March 19 - 20, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$275, to be paid from President's Ancillary funds.

Dennis R Harkins, President (OCC), to attend the the State of Education in Orange County 2010, February 25, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$20, including a registration fee of \$20, to be paid from President's Ancillary Budget funds.

Suzanne M Jaglowski, Ece Lab School Mgr (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$501, including a registration fee of \$255, to be paid from Ancillary Account funds.

Danny C Jones, Administrative Dean (CCC), to attend the eLearning 2010 Conference, February 19-23, 2010, Fort Worth, TX, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from ISD Discretionary Development funds.

Danny C Jones, Administrative Dean (CCC), to attend the 15th Annual Technology in Education Conference and Exposition, April 11-12, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from ISD Discretionary funds.

Nancy S Jones, Instructor (CCC), to attend the Statewide Career Pathways and Admissions and Records Meetings, February 10-11, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency. The reason for this revision is to add meeting and extend conference dates.

Judith A Jordan, Child Care Centr Ast (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$267, including a registration fee of \$185, to be paid from Ancillary Account funds.

Cheryl L Jupiter, Counselor (OCC), to attend the Transfer & Articulation Regional Regional Representatives Meeting, February 23 - 24, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Kunaal S Kumar, Hrly/Temp Service (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$237, including a registration fee of \$155, to be paid from Ancillary Account funds.

Jeanette M Lee, Graphic Designer (CCC), to attend the 2010 Community College Public Relations Organization Conference, April 15-16, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$400, to be paid from Print Shop Conferences funds.

Michelle K Ma, Dir Mktg & Pub Rel (CCC), to attend the 2010 Community College Public Relations Organization Conference, April 15-16, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$400, to be paid from Management Conference funds - Marketing/PR.

Carla R Martinez, Student Serv Coord (OCC), to attend the Lobby Day, March 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from ASOCC funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the California Community College Student Affairs Association Professional Conference, March 10 - 12, 2010, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$150, to be paid from ASOCC funds.

Joumana H McGowan, Dean (CCC), 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 \$1,783, including a registration fee of \$395, travel by Air Coach, to be paid from VTEA funds.

E N Meneses, Vice President (CCC), to attend the American Association of Community Colleges 90th Annual Convention, April 15-19, 2010, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$2,350, including a registration fee of \$730, travel by Air Coach, to be paid from Student Services Discretionary fund.

Michael G Morvice, Staff Asst Sr (OCC), to attend the California Community College Student Affairs Association Professional Development Conference, March 10 - 12, 2010, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$150, to be paid from ASOCC funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Executive Board Meeting, February 7 - 8, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Kathryn L Mueller, Dean (OCC), to attend the Association of California Community College Administrators Conference, February 18, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$225, travel by Air Coach, to be paid from ASOCC funds.

Robert D Nash, Dir, Inst Desgn & Fac Support (CCC), to attend the 15th Annual Technology in Education Conference and Exposition, April 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from ISD Ancillary funds.

Madjid Niroumand, Dirinternatnl Centr (OCC), to attend the National Association of Foreign Student Advisors: Association of International Educators Regional Meeting, March 9 - 10, 2010, Reno, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Madjid Niroumand, Dirinternatnl Centr (OCC), to attend the National Association of Foreign Student Advisors: Association of International Educators Regulatory Training, March 13 - 17, 2010, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers, July 21, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from VPI Management Conferences funds.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers, May 18 - 19, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from VPI Management Conferences funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Organization of Associate Degree Nursing Directors Spring Statewide Conference, March 4-5, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$200, to be paid from RHORC trust funds.

Valerie J Orduna, Ece School Coord (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$561, including a registration fee of \$315, to be paid from Ancillary Account funds.

Vinta M Oviatt, Librarian (OCC), to attend the Accreditation Institute 2010, March 19 - 20, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$303, including a registration fee of \$275, to be paid from President's Accreditation Ancillary funds.

Matthew J Parr, Hrly/Temp Service (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$237, including a registration fee of \$155, to be paid from Ancillary Account funds.

Joseph E Poshek, Dean (OCC), to attend the Leadership Institute Los Angeles/Orange County Regional Consortium, April 28 - 30, 2010, San Ramon, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Rena D Quinonez, Inst Assoc-Couns/Gdn (OCC), to attend the Orange County's Largest Mixer VII Business Networking Event, March 24, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$595, including a registration fee of \$595, to be paid from Foundation funds.

Lugene M Rosen, Hourly Instructor (OCC), to attend the South West Texas Popular Culture Conference, February 10 - 13, 2010, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$165, travel by Air Coach, to be paid from CCA/CTA Union funds.

Mark A Schrock, Hrly/Temp Service (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$237, including a registration fee of \$155, to be paid from Ancillary Account funds.

April S Stilson, Child Devlpmnt Spclt (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$267, including a registration fee of \$185, to be paid from Ancillary Account funds.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the Statewide General Assembly Spring Conference, April 30 - May 2, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$175, to be paid from Associated Students GWC.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the March in March, March 21-22, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from Associated Students GWC.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the California Community College Student

Affairs Association Professional Conference, March 11-12, 2010, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$115, to be paid from Associated Students GWC.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the District Student Council Lobby Day, March 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including travel by Air Coach, to be paid from Associated Students GWC.

Lu Anne M Venham, Receptionist (OCC), to attend the California Association for the Education of Young Children Annual Conference, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$267, including a registration fee of \$185, to be paid from Ancillary Account funds.

Jose M Villalobos, Hourly Instructor (CCC), to attend the 22nd International Conference in 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 \$280, travel by Air Coach, to be paid from PDI Conference & Workshops funds.

Manoj S Wickremesinghe, Counselor (OCC), to attend the California Intersegmental Articulation Council, April 21 - 23, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$150, to be paid from Articulation funds.

Mark K Worden, Web Mm Dev Mil Pgms (CCC), to attend the 15th Annual Technology in Education Conference and Exposition, April 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from ISD Ancillary funds.

Randall K Yanaga, Instructor (OCC), to attend the Medical Design & Manufacturing, February 10 - 11, 2010, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Additional Administrative Content

Created on 2/03/2009 at 08:37 AM by Jara Buno. Last updated on 01/28/2010 by Jara Buno.

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 02/03/2010 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: Orange County Museum of Art

Location: Newport Beach

Dates: February 18, 2010 and February 25, 2010

Department: Art

Transportation: Personal vehicles

Conference/Activity: University of California Los Angeles

Location: Los Angeles

Dates: February 19, 2010

Department: Early College High School

Transportation: District transportation

Conference/Activity: Getty Center Museum

Location: Los Angeles

Dates: February 20, 2010 and February 24, 2010

Department: Art

Transportation: District transportation

Conference/Activity: Museum of Contemporary Art

Location: Los Angeles

Dates: March 18, 2010

Department: Art

Transportation: District transportation

Conference/Activity: Sherman Gardens

Location: Corona Del Mar

Dates: April 17, 2010

Department: Art

Transportation: Personal vehicles

Additional Administrative Content

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 02/03/2010 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 Off-Campus Day Trips

Location: Various

Date(s): Spring 2010

Department: International Student Program

Cost/purpose/funding source: \$2,000 for food, materials and transportation from International Student Program funds.

Additional Administrative Content

Create: on 12/04/2009 at 08:35 AM by Christina Linn. Last update of 01/23/2010 by Tracy Sanders.

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 02/03/2010 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.

Desert Studies Trip

Location: Desert Studies Center, Mojave Desert, CA
Date: March 5-7, 2010
Department: Biology
Cost/Purpose/Funding Source: No Cost to District
Transportation: District

Spring 2010/OCC Overnight Athletic Trips:**Baseball, Coach: John Altobelli**

Assistant Coaches: Kevin Snapp, Dave Bowman, Jeff Piaskowski (Jr.), Jeff Piaskowski (Sr.), Bob Batsold, Chip Dill

February 17-21, Southwestern Tournament, San Diego

February 24-28, College of the Desert Tournament, Palm Desert

May 6-9, So. Cal. Regional Playoffs, TBA

May 14-17, Super Regional Playoffs, TBA

May 20-24, State Championships, Fresno

Men's Golf, Coach: Sean Collins

Assistant Coach: John Ortega

May 2-4, OEC Tournament, Los Serranos

May 9-11, So. Cal. Regional Tournament, SCGA-Murrietta

May 16-18, State Championships, Hacienda C.C.

Fastpitch Softball, Coach: Ruby Rojas

Assistant Coach: Kevin Smith, Robert Young, and Arlene Newton

February 18-22, Palm Springs Tournament, Palm Springs

April 30-May 3, OEC Regionals 1st Round, TBA

May 7-10, OEC Regionals 2nd Round, TBA

May 13-17, State Championships, TBA

Men's & Women's Swim & Dive, Coaches: Anthony Iacopetti, Don Watson and Bryan Franzen

Assistant Coach: Keith Ryan and Adam Lee

March 11-14, Cuesta Invitational, San Luis Obispo

April 8-11, Pasadena Invite, Pasadena

April 28-May 1, State Championships, Belmont Plaza or Mt. SAC (TBA)

Men's Tennis, Coach: Chris Ketcham
April 21-26, Ojai Tournament, Ojai
April 12-14, So. Cal Duals (1st Round), TBA
April 19-21, So. Cal Duals (2nd Round), TBA
April 27-29, So. Cal Duals (3rd Round), TBA
April 28-May 2, So. Cal Regionals, Los Angeles
May 6-9, State Championships, Newport Beach

Women's Tennis, Coach: Janice Maran
Assistant Coach: N/A
April 21-26, Ojai Tournament, Ojai
April 28-May 2, So. Cal Regionals, Cerritos
May 6-9, State Championships, Newport Beach

Men's & Women's Track & Field
Coach: John Knox
Assistant Coaches: Marco Ochoa, Doug Smith, David Fier, Gordie Fitzel, Erich Moreno, Ian Jennings, Olga Connelly, Autumn Garcia
May 20-23, State Championships, Antelope Valley

Men's Volleyball, Coach: Travis Turner
Assistant Coaches: Scott Panaro, Matt Skolnik, Brian Thornton, Taylor Wilson, Ryan Ratelle, and Mike Rupp
April 19-21, So. Cal. Regionals (1st Round), TBA

Men's Crew, Coach: David Grant
Assistant Coach: Matthew Chapman
March 26-29, Crew Classic, Mission Bay
April 15-18, Stanford Invitational Regatta, Redwood Shores
April 30-May 3, Winter Intercollegiate Rowing Championships, Lake Natoma
May 21-24, American Collegiate Rowing Championships, Oklahoma City, OK

Women's Crew, Coach: Laura Behr
Assistant Coach: Jenna Dubois-Larson
February 11-14, UC Davis, Sacramento
February 19-21, UC Santa Barbara, Santa Barbara
March 26-29, Crew Classic, Mission Bay
April 30-May 3, Winter Intercollegiate Rowing Championships, Sacramento
May 21-24, American Collegiate Rowing Championships, Oklahoma City, OK

California Community Colleges' March in March
Location: Sacramento, CA
Dates: March 21-22, 2010
Department: Associated Students of Orange Coast College (ASOCC)
Cost/Purpose/Funding: NTE \$3,500 for lodging, meals, chartered bus, supplies
Transportation: Chartered Bus

Lobby Day
Location: Sacramento, CA
Date: March 16, 2010
Department: Associated Students of Orange Coast College (ASOCC)
Cost/Purpose/Funding: NTE \$1,500 for airfare, ground transportation, parking, meals, and supplies
Transportation: Air

3.03 GENERAL ITEMS

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on 12/14/2009 at 08:35 AM by Jodi Rodriguez. Last update on 02/03/2010 by Jodi Rodriguez

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 02/03/2010 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**

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:38 AM by Laurie Swancutt. Last update on 01/28/2010 by Christian Teeger.

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 02/03/2010 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****CARE Workshops**

Date(s): Spring 2010

Department: CARE

Purpose: To provide CARE students workshops and lunches.

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

EOPS Graduation Banquet

Date(s): May 2010

Department: EOPS

Purpose: To provide EOPS graduated students award banquet

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

Over the Rainbow III Variety Show

Date(s): April 9, 2010

Department: EOPS/CARE

Purpose: A fundraiser to support Former Foster Youth students

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

Over the Rainbow III Auditions and Rehearsal

Date(s): March 5 and April 8, 2010

Department: EOPS/CARE

Purpose: Fundraising Event

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

International Student Program On-campus events

Date(s): Spring 2010

Department: International Student Program

Purpose: Activities to retain GWC international students and promote student success

Cost/purpose/funding source: \$3,000 for supplies and food from International Student Program funds.

High School Preview Day

Date: March 3, 2010

Department: Counseling

Purpose: Local area high school seniors along with their counselors to visit GWC for college information

Cost/purpose/funding source: \$19,300 for supplies, printing, transportation, and other services from Outreach, Financial Aid, and Associated Students funds.

(Revision is to add another source of funds. Prior Board approval: 11/18/09)

Additional Administrative Content

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 02/03/2010 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

Multicultural Celebration Events

Date: Spring Semester 2010

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Various events to celebrate multiculturalism on campus

Cost/Purpose/Funding Source: NTE \$7,000 for supplies, materials, decorations, rentals, T-shirts, prizes, refreshments, and miscellaneous expenses from ASOCC funds

Dedication of OCC Softball Field

Date: March 17, 2010

Department: Physical Education & Athletics/Foundation

Purpose: Dedication of field and Foundation fundraiser

Cost/Purpose/Funding Source: NTE \$1,000 from Foundation funds and event proceeds

Marine Auction and Gear Sale

Date: May 22, 2010

Department: School of Sailing and Seamanship/Foundation

Purpose: Raise funds for School of Sailing and Seamanship

Cost/Purpose/Funding Source: NTE \$2,500 from Foundation funds and event proceeds

Santa Ana Army Airbase Reunion

Date: May 1, 2010

Department: Foundation

Purpose: Raise funds for Santa Ana Army Airbase scholarship and to honor veterans of Airbase

Cost/Purpose/Funding Source: NTE \$4,000 from Foundation funds and event proceeds

Half Hour Silent Auction

Date: March 18, 2010

Department: Foundation

Purpose: Raise funds for Alumni and Friends scholarships

Cost/Purpose/Funding Source: NTE \$200 from Foundation funds

West Ed & the California Department of Education

Date: April 23, 2010

Department: Early Childhood Department/Consumer & Health Sciences

Purpose: Training session on the preschool curriculum framework for professional organization; approximately 50-75 people will attend with OCC instructors in attendance

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

Harbour Chronicles Exhibition

Dates: February 10 and 13, 2010

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

Purpose: For reception and opening events for exhibition

Cost/Purpose/Funding Source: NTE \$2,000 from Shared Co-Curricular/ASOCC for refreshments and other reception costs

Harbour Chronicles Exhibition Closing Event Book Signing

Date: March 26, 2010

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

Purpose: Reception closing for students and public

Cost/Purpose/Funding Source: NTE \$1,000 from Shared Co-Curricular/ASOCC for refreshments and other reception costs

Student Exhibition

Date: April 10, 2010

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

Purpose: For reception and opening events for exhibition

Cost/Purpose/Funding Source: NTE \$2,000 from Shared Co-Curricular/ASOCC for refreshments and other reception costs

Student Health Center Sexually Transmitted Infection Screening and Prevention Program

Date: February 5 through June 30, 2010

Department: OCC Student Health Center

Purpose: Cyndie Chen, Family Nurse Practitioner, to serve as a health professions volunteer in the OCC Student Health Center to provide free STI testing for students. A signed CCCD Voluntary Activities Participation Form, license, and curriculum vitae are on file in the Student Health Center.; Emina Shimanuki, clerical worker, to provide clerical assistance to the Family Nurse Practitioner as she works with OCC students at the Student Health Center. A signed CCCD Voluntary Activities Participation Form is on file in the Student Health Center.

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

Harbour Chronicles Surf Exhibition

Dates: February 10, 13, April 9, 2010

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

Purpose: Reception for Opening; Book signing and closing of exhibit

Cost/Purpose/Funding Source: Reception food and drink and miscellaneous supplies NTE \$4,000 from co-curricular and ASOCC funds

Harbour Chronicles Surf Exhibition

Date: March 31, 2010

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

Purpose: Reception for industry people and public

Cost/Purpose/Funding Source: Reception food and drink and miscellaneous supplies NTE \$1,000 from co-curricular and ASOCC funds

Student Art Exhibition

Date: April 28, 2010

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

Purpose: Guest artists lecture, demo, and sale for OCC VPA and Arts Pavilion

Cost/Purpose/Funding Source: Reception food and drink and miscellaneous supplies NTE \$2,000 from Yoshida endowment VPA

Additional Administrative Content

3.03.04 Authorization to Apply for Funded Programs

Meeting: 02/03/2010 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)

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:38 AM by Ramea Hamby. Last modified on 01/28/2010 by Christian Taster.

3.03.05 Authorization for Disposal of Surplus

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

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

020310Surplus.pdf

Additional Administrative Content

Created on 2/04/2009 at 08:38 AM by CCCD Purch. Last update on 01/28/2010 by Tracey Sanders.

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT				
Printer	9059603	Phaser 3500	KRG1JC9603406ADE82Y7R0145	P
Printer	9043593	Phaser 3400	---	P
Printer	9043905	Phaser 3400	---	P
Printer	9049781	Phaser 3450	KRG1JC9602693CDE82P4H0148	P
Printer	9043583	DocuPrint P1210	---	P
Printer	9013004	HP LaserJet 4	JPBX034042	P
PC	9043963	Dimension 8250	DY79B21	P
PC	9043923	Dell	---	P
Monitor	9049803	1703FPS	MX02Y31147605423DSHH	P
PC	9038509	ACT	40416	P
PC	9029970	ACT	---	P
Monitor	9041982	NEC LCD 1550V	1Y00855IA	P
Laptop	9049956	Dell Latitude	76DJT11	P
Server	9043717	Dell SMPOI	3VFFF21	P
Printer	9059356	Xphaser 3450	KRG1JC9602693CDE82X750397	P
Printer	9059542	Xphaser 3450	KRG1JC9602693CDE82WBI0074	P
Printer	9043902	Phaser 3400	VY9 001873	P
Printer	9059359	Phaser 6250	96224	P
Detacher	9039250	M3410	4622	P
Stacker	9039201	M7400	557	P
Printer	9043961	M4C3205ND	480240003573	P
Printer	9043960	M4C3205ND	480240003586	P
Server	9049779	8400	SG03370005	P
PC	9043964	Dimension 8250	---	P
Jogger	---	Syntron	470063	P
Printer	---	HP LaserJet 6L	JPHL035879	P
PC	9043572	ABC	312014579	P
Server	---	Dell PowerEdge 1750	---	P
Server	---	Dell PowerEdge 1750	---	P
Fax	---	Xerox Workcentre 575	---	P
Laptop	---	Dell Latitude D600	79BZF41	P
Laptop	9049795	Dell Latitude D600	99BZF41	P
Printer	9012445	HP Laserjet 4	---	P
PC	---	ACT	---	P
PC	---	ACT	---	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	---	Citizen 180D	5010647-79	P
SAN	9043976	VA7400	SG208H0044	P
Printer	---	HP Laserjet 6L	JPHL035879	P
PC	9043572	ABC	312014579	P
Server	9049807	Dell PowerEdge 1750	27046864369	P
Server	9049808	Dell PowerEdge 1750	33577211377	P
Fax	---	Xerox Workcentre 575	---	P
Laptop	---	Dell Latitude D600	79BZF41	P
Laptop	9049795	Dell Latitude D600	99BZF41	P
Printer	9012445	HP Laserjet 4	---	P
PC	---	ACT	---	P
PC	---	ACT	---	P
Printer	---	Citizen 180D	5010647-79	P
Server	9059741	Dell PowerEdge 2850	H57MCB1	P
Server	9043986	Dell PowerVault 2205	104FX21	P
PC	9059468	Dell Optiplex GX280	26050445209	I
Ford Aerospace	---	E043730	1FTDA14U7VZA39365	P
Chevrolet Tracker	---	1044688	2CNBE13C3Y6904980	P
Chevrolet Tracker	---	1044672	2CNBE13C4Y6929242	P
Ford PU F150	---	E361752	2FTDF15Y6NCA43097	P
Ford Ranger PU	---	E485275	1FTCR10S4FUD29490	P
Ford Ranger PU	---	E270477	1FTCR10T6LUB03911	P
Ford Interceptor	---	1100512	2FAFP71W81X173937	P
Chevrolet 4 door	---	1183023	1G1BL517XKR205325	P
Ford Interceptor	---	1131019	2FAFP71WX2X155098	P
Chevrolet 4 door	---	E035049	1G1BL5170KR204197	P
Ford Ranger	---	E485277	1FTBR10T0GUC24662	P
Ford Ranger	---	E357912	1FTCR10U1PPB18345	P
Ford Pickup	---	E485276	1FTBR10T2GUC24663	P
Ford E350 Cargo Van	---	E341163	1FBJS31H6NHA27060	P
Ford ranger PU	---	E485298	1FTCR10T5GUC24659	P
Ford Ranger	---	E266001	1FTCR10U4MUC49542	P
AMC Jeep Cherokee	---	---	1JCMT7894JT019735	P
Ford Aerostar	---	370557	1FTDA14U9NZB54999	P
Ford Aerostar	---	341194	1FTDA14UXPZB44839	P
Crown Bus	---	378548	1C9HL12A0JC102219	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Ford F350 Truck	---	2625965	2FTJW35HOMCA32531	P
Cushman Truck	---	---	---	P
Cushman Van	---	---	---	P
Cushman Van	905329	---	---	P
Cushman Van	9060958	---	---	P
Cushman Van	9060953	---	---	P
Golf Cart	82	---	---	P
Mower	---	224	---	P
Mower	---	DEINES, D-164T	---	P
Pallet Jack	9029006	---	---	P
Mower	---	BT 1600	---	P
Mower	---	---	---	P
Mower	---	RC72-F30	14716	P
Mower	---	4249	---	P
Mower	---	F3060	---	P
Mower	---	917389151	091797M008770	P
Mower	---	MF65	---	P
Steam cleaner	---	Versa 100C	---	P
Golf cart	---	---	---	P
Golf cart	---	GT370	17546	P
Tractor Attachment	---	---	---	P
Steamer cleaner	---	---	---	P
Steamer cleaner	---	8020	---	P
Steamer cleaner	---	---	---	P
Tire Changer	---	86-105	---	P
Hand Ground Tiller	---	G30	---	P
ORANGE COAST COLLEGE				
Ventilator	9030271	---	42000071642	P
Ventilator	9028862	RS 232	---	P
Laminator	---	5000	---	P
Oximeter	9054865	3740	---	P
EEG	9065946	---	---	I
Monitor	9028896	---	---	P
Printer	9071258	69TC	---	P
Transcranial Doppler	---	T2-64	---	I
Transcranial Doppler	---	---	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9060224	---	---	I
Printer	---	---	---	P
Computer	9033742	1857	RN1124WYK23	P
Monitor	---	900u	906A0173	P
Printer	9032416	740i	BUY1222692	P
Printer	9054379	740i	BUY1355190	P

Agenda Item

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Enter Into Standard Telecourse Agreements - Coastline Community College

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

ANTHROPOLOGY: THE FOUR FIELDS

NILRC (IL)

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

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

NILRC (IL)

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

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Consortium of Distance Education (NJ)

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

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: 2/04/2010 09:00 AM by: [Name] Subject: [Subject] Date of: 02/03/2010 *Christina Foster*

Agenda Item

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 02/03/2010 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 12/01/2009 at 01:55 AM by Christina Lynn. Last update on 01/29/2010 by Christian Tester.

Agenda Item

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 02/03/2010 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

RENEWAL

Capistrano Unified School District Standard Clinical Affiliation Agreement
San Juan Capistrano, CA
Term: February 4, 2010, to October 30, 2014
Compensation: None

Additional Administrative Content

Created on 12/04/2009 at 08:59 AM by Lynnette Milton - Last update on 01/28/2010 by Christian Teator

Agenda Item

3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting: 02/03/2010 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 12/04/2009 at 08:39 AM by Laurie Swancutt. Last updated on 01/26/2010 by Christian Tiede.

Agenda Item

3.03.10 Approval of Standard Agreements - Golden West College

Meeting: 02/03/2010 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 12/04/2009 2:08:39 AM by Christine Flynn. Last updated on 01/28/2010 by Christian Jacobs.

3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting: 02/03/2010 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****Approve Standard Subcontractor Agreements for Military Programs****Approve a Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Plumbing/Current Topics (CNST A199)**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in from March 15, 2010, through March 26, 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.

Fiscal Impact: OCC to receive \$9,500 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Approve a Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Residential Electrical (CNST A275)

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in from February 12, 2010, through March 12, 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.

Fiscal Impact: OCC to receive \$21,218 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

3.03.12 Approval of Standard Agreements - District

Meeting: 02/03/2010 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 on: 12/04/2009 at 09:59 AM by: CCCCDBG. Last update on: 01/28/2010 by: Christian Reesor.

3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 02/03/2010 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****New**

Name and Acronym: Huntington Beach Chamber of Commerce (HBCOC)

Term of Membership: February 4, 2010 – February 3, 2011

Cost: \$325

Purpose: Provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center.

Renewal

Name and Acronym: California Community College Chief Student Services Administrators' Association (CCCCSSAA)

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

Cost: \$300

Purpose: Promotes professional development opportunities, sets and upholds standards of good practice, provides professional education and training, and supports communication and publication activities for chief student services officers.

Name and Acronym: Irvine Chamber of Commerce

Term of Membership: February 11, 2010 – February 10, 2011

Cost: \$360

Purpose: Provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center.

Name and Acronym: University and College Designers' Association (UCDA)

Term of Membership: November 1, 2010 — October 31, 2011

Cost: \$175

Purpose: Promotes College design excellence by providing a design competition and offers professional development for College designers.

Additional Administrative Content

Created on: 2/4/2009 at 08:39 AM by: Laurie Swanson. Last updated on: 3/23/2010 by: Laurie Swanson.

Agenda Item

3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 02/03/2010 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

NEW

RENEWAL

Name and Acronym: National Association of Student Financial Aid Administrators (NASFAA)

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

Cost: \$1,724

Purpose: Membership provides information to administer the Title IV programs, access to up-to-date changes to be implemented at the campus level, and input in financial aid issues.

Additional Administrative Content

Created on 12/01/2009 at 08:59 AM by Chris M. Linn. Last update on 01/23/2010 by Chris M. Linn.

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 02/03/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.03.15 Authorization for Purchase of Institutional Memberships Orange Coast College

RENEWAL

Name and Acronym: Umoja Community, Foundation for California Community Colleges

Term of Membership: 2010

Cost: \$1,000 from Basic Skill Initiative funds

Purpose: The Umoja Community is a grassroots effort of concerned faculty, staff, and students who have been meeting and working to try to help dramatically improve the success rates of African American students. Membership provides a means to stay current and updated about the progress being made within the Umoja Community program.

Name and Acronym: California Community College Student Affairs Association (CCCSAA)

Term of Membership: 2009-2010

Cost: \$50.00

Purpose: Membership provides a means for professional development and networking with colleagues involved in community college Student Life, Student Activities, and Dean of Students offices. It also provides a way to receive resources via the CCCSAA listserv, which will aid in creating a successful College Life program.

Additional Administrative Content

Created on: 12/11/2009 at 08:33 AM by: Lynn Hines (l.hines@occc.edu) Last modified on: 02/23/2010 by: Christian Hines

Agenda Item

3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting: 02/03/2010 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

Community College Facility Coalition (CCFC) Membership- February 1, 2010 – January 31, 2011 - \$1,100.00

District membership will provide access to facility planners, architects, developers, financial institutions, attorneys in the school construction network, to be paid from District funds.

Fiscal Impact: \$1,100 (District Funds)

Additional Administrative Content

Created on 2/04/2009 at 08:38 AM by CCGDA sys. Last updated on 2/28/2010 by Christian Tester.

Agenda Item

3.03.17 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

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

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:39 AM by Laurie Swanout. Last update on 01/28/2010 by Christian Tester.

3.03.18 Authorization for Community Activities - Orange Coast College

Meeting: 02/03/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.03.18 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of February 4, 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.

INDEPENDENT CONTRACTOR

FINANCIAL STRATEGIES FOR A SUCCESSFUL RETIREMENT, Fee: \$49/\$69 per couple plus \$15 materials fee payable to presenter, 6 hours. Presenter: Rod Kemp. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

Additional Administrative Content

Created on 12/04/2009 at 08:33 AM by: Lynnanna Minton. Last update on 01/28/2010 by: Christian Leeter.

Agenda Item

3.03.19 Authorization for Community Activities - Golden West College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.19 Authorization for Community Activities - Golden West College

Additional Administrative Content

NONE

Created on 12/04/2009 at 08:35 AM by Christina Ivin. Last updated on 01/28/2010 by Christian Tealer.

3.03.20 Authorization for Sailing Program - Orange Coast College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.20 Authorization for Sailing Program - Orange Coast College**

The following non-credit classes will be offered by the Marine Programs Office during the period of February 4, 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**SPECIAL PROJECTS**

Orange Coast College School of Sailing & Seamanship approved staff to inspect, make repairs and deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship, boat yard, or other storage. Travel and delivery expenses to be paid by Sailing Center/ Foundation Funds.

REVISIONS TO PREVIOUS BOARD**PROFESSIONAL EXPERTS**

Professional Expert: Hogan Michael Beatie
Professional Services:

1. To provide specialized marine maintenance and repair to OCC's Magnitude 80 and provide general support for the boat.

Schedule: To be determined based on program needs.

Rate: \$43.75/hr

Funding Source: To be paid an amount NTE \$6,000 from Sailing Center Funds. (prior Board approval December 9, 2009)

Professional Expert: Keith Allen Kilpatrick
Professional Services:

1. To provide specialized marine maintenance and repair to OCC's Magnitude 80 and provide general support for the boat.

Schedule: To be determined based on program needs.

Rate: \$68.75/hr

Funding Source: To be paid an amount NTE \$10,000 from Sailing Center and Foundation Funds. (prior Board approval December 9, 2009)

Additional Administrative Content

3.04 Personnel Items

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.04 Personnel Items**

3.04.01 Authorization for Leaves of Absence

3.04.02 Authorization for Schedule Changes, Classified Staff

3.04.03 Authorization for Professional Experts



Open.pdf

Additional Administrative Content

Created on 12/04/2009 at 03:33 AM by CCOO:R. Last updated on 01/28/2010 by Tracey Sanders.

3.04 PERSONNEL ITEMS

3.04.01 Authorization for Leaves of Absence

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

Classified

Liu, Peggy, OCC, Child Development Specialist, LOA/wop, under the Family and Medical Leave Act of 1993, for the period 01/04/10 through 01/31/10, not to exceed 152 hours.

Martinez, Rachel, OCC, Instructional Associate-Learning Disabilities, LOA/wop under the Family and Medical Leave Act of 1993 for the period 02/01/10 through 02/28/10, not to exceed 120 hours.

3.04.02 Authorization for Schedule Changes, Classified Staff

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

Permanent Schedule Changes

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>
De Leon, Leopoldo	OCC	Maintenance Skilled	Swing	Graveyard*	02/01/10

*Includes 7.5% shift diff.

3.04.03 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Nieman, Michelle J., CCC, to provide instructional design & technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses project for Instructional Systems Development department, for the period 02/10/10 to 07/09/10, to be paid by timecard at \$100.00 per unit, 7.99 units per week for 20 weeks, compensation to be \$15,980.00.

Nieman, Michelle J., CCC, to provide instructional design & technical writing/editing services for the Open Learning Language Initiative Project, for Instructional Systems Development department, for the period 02/10/10 to 07/09/10, to be paid by timecard at \$100.00 per unit, 5.61 units per week for 20 weeks, compensation to be \$11,220.00.

Pulichino, Joseph, CCC, to provide on-site program coordination and ESL Instructional Services for the Contract Education Not-for-Credit Early College High School china Program, for the period 02/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 15 units per week for 21 weeks, compensation to be \$31,500.00.

Other Professional Experts

Carrizo, Michael, GWC, to provide administrative support to the Classified Professional Development Committee, for the period 01/01/1 to 06/30/10, to be paid \$10.00 per unit, 9.61 units per week for 26 weeks, compensation to be \$2,500.00.

Heckman, Richard D., GWC, to perform as musical director/conductor/musician for the GWC Theater production "Grease," for the period 02/04/10 to 06/30/10, to be paid at \$100.00 per unit, 2.467 units per week for 12 weeks, total compensation to be \$2,960.00, with \$1,480.00 paid on 04/10/10 and \$1,480.00 paid on 06/10/10.

Kopp, Gina, CCC, to serve as yoga expert for the Wellness Committee, for the period 02/04/10 to 05/30/10, to be paid by timecard at \$100.00 per unit, 0.50 units per week for 16 weeks, compensation to be \$800.00.

Nieman, Michelle J., CCC, to provide instructional design & technical writing/editing services for the Chevron Process Technology program, for Instructional Systems Development department, for the period 02/10/10 to 07/09/10, to be paid by timecard at \$100.00 per unit, 1.7 units per week for 20 weeks, compensation to be \$3,400.00.

Nieman, Michelle J., CCC, to provide instructional design & technical writing/editing services for the Instructional Systems Development website and brochure, for the period 02/10/10 to 07/09/10, to be paid by timecard at \$100.00 per unit, 1.7 units per week for 20 weeks, compensation to be \$3,400.00.

Ngo, Khanh Q., CCC, to perform duties for the Rapid Response Project – Technology Training, Website and Software Applications, for the period 02/04/10 to 05/03/10, to be paid by timecard at \$100.00 per unit, 2.52 units per week for 12 weeks, compensation to be \$3,024.00.

Pao, Shuchiao A., CCC, to perform duties for the Rapid Response Project – Human Resources, Employee Retention and Strategies, for the period 02/04/10 to 05/03/10, to be paid by timecard at \$100.00 per unit, 1.68 units per week for 12 weeks, compensation to be \$2,016.00.

The following District Professional Experts to participate in the SB70/SB1133 CTE Community Collaborative Externship Project, for the period 02/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 0.48 units per week, for 21 weeks, compensation to be \$1,000.00.

Anderson, Amy
Crossett, Kevin
Ehret, Joanne
Evans, Kathy
Hammer, Kristen
Haskell, Kathi
Jarjoura, Rola
Langgle, Linda
Logan, Sandi
Marks, Amanda
Murray, Ryan
Ninh, Khanh
Ramsey, Laurel
Rybaczky, Laurie
Vu, David
Wagner, Mike
Younglove, Anne

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 02/03/2010 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 12/04/2009 at 03:33 AM by CCCDHR. Last update on 02/23/2010 by Jodi Rodriguez.

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 02/03/2010 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: Flint, Foster

Services: Outreach, Marketing, and Test Site Administrator on military base in Gulfport, MS

Payment Schedule/Compensation: \$22/hour paid monthly; NTE \$13,500 for fiscal year

Term of Agreement: February 4, 2010 – June 30, 2010

Source of Funding: Contract Education funds

UNDER \$10,000

IC Name: Carlton, Matthew

Services: To serve as a Content Advisor reviewing scripts for video lessons for the new Statistics telecourses

Payment Schedule/Compensation: \$30/hr.; total contract amount NTE \$7,500

Term of Agreement: February 4, 2010 – June 30, 2010

Source of Funding: Funds received in support of this project

(Revision is to increase assignment and NTE figure by \$2,500. Prior Board Approval: 07/15/09)

Additional Administrative Content

Created on: 2/04/2009 at 08:33 AM by: Laura Swancutt. Last update on 01/28/2010 by: Laura Swancutt.

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 02/03/2010 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

UNDER \$10,000

IC Name: The Tiller Group c/o Terry Fox

Services: Provide speaker for Health Occupations Educator Institute

Payment Schedule/Compensation: NTE \$3,500 with half due at contract signing and remainder due upon project completion.

Term of Agreement: April 28, 2010

Source of Funding: RHORC Trust funds

IC Name: Haney, Eugenia A.

Services: Event coordination services for GWC Patrons Chefs for Scholarships event

Payment Schedule/Compensation: NTE \$3,000 with half due February 15, 2010 and the remainder due June 1, 2010.

Term of Agreement: February 4, 2010 – June 30, 2010

Source of Funding: Foundation Patrons Fundraising Events funds

IC Name: Gillespie, Mary Anne.

Services: Event coordination services for GWC Patrons Chefs for Scholarships event

Payment Schedule/Compensation: NTE \$3,000 with half due February 15, 2010 and the remainder due June 1, 2010.

Source of Funding: Foundation Patrons Fundraising Events funds

Additional Administrative Content

Created on 12/04/2009 at 10:35 AM by Christina Irvin. Last update on 01/28/2010 by Nancy Sanders.

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 02/03/2010 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: Barbara Marrett

Date: July 1, 2009 – June 30, 2010

Services: Serve as project manager for the donated vessel "White River" berthed in Friday Harbor, WA. Duties include, but are not limited to, marine maintenance, boat operation, and serving as skipper when underway and for voyages with students in the San Juan Islands.

Payment Schedule/Compensation: NTE \$8,000 from Sailing Center/Foundation funds; contractor will send an invoice to the District based on the agreed-upon price.

Revision to Previous Board Action to change scope of work and reimbursement amount. Previous Board approval 8/19/2009.

IC Name: David Sukonick

Date: February 3-11, 2010

Services: Provide video editing and master copy of past OCC dance concerts

Payment Schedule/Compensation: \$250.00 from ancillary funds upon completion of work and submittal of invoice for services provided.

Additional Administrative Content

Created on 12/04/2009 at 08:38 AM by Lynnanne Minton. Last update on 01/28/2010 by Lynnanne Minton.

3.05.04 Authorization for Independent Contractors - District

Meeting: 02/03/2010 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

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.

Atlas Environmental Engineering Inc.
3185 Airway Avenue Suite D-1
Costa Mesa CA 92626

Quality Refrigeration Company Inc.
45 Dapplegray Lane
Rolling Hills Estates CA 90274

Easy Turf Inc.
P.O. Box 463057
Escondido CA 92046

Additional Administrative Content

Created on 12/04/2009 at 08:33 AM by CCCDA sys. Last updated on 01/28/2010 by Chris Jan. Teeter.

3.05.05 Authorization for Professional Development Program

Meeting: 02/03/2010 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

Name	Course/Seminar	Date	Amount
Rogers, Stephani A. Military Tech Intermediate CCC	E6233 Education Finance E6705 HR Mgt Develop Argosy University	09/08/09-10/28/09 10/29/09-12/19/09	\$3000.00
Graves, Ashley B. Military Ed. Tech Intermediate CCC	ANTH2 Cultural Anthrop POLSC 1 Intro to Gov Long Beach City College	01/11/10-05/25/10 01/11/10-05/25/10	\$550.00
James, Teresa R. Staff Aide, DL CCC	IDT550 Practicum Inst Design IDT597 Instructional Design CSU Fullerton	01/04/10-04/16/10 01/04/10/04/16/10	1234.24
Quach, Helen L. Course Assistant DL CCC	AMST301 American Character CRJU315 The Enforcement Function CSU Fullerton	01/23/10-05/14/10 01/23/10/05/14/10	\$1289.89
Mai, Maria V. Admin & Records Specialist CCC	B6125 Leadership & Org Behavior Argosy University	01/11/10-03/03/10	\$100.00
Drennen, Pamela A. Military ED Staff Aide CCC	Acct 102 Managerial Accounting OCC	01/30/10-05/30/10	\$300.00
Joanna Lowe Purchasing Clerk District	Cost Price Analysis & Negotiations CSU – Dominguez Hills	01/04/2010-4/2/10	\$495.00
Marion Daniel Military Technician Coastline CC	Foundation of Problem Based Learning Forces Influencing Business in the 21 st Century Managing the Business Enterprise U of P	02/02/10-3/2/10 03/16/10-4/13/10 04/27/10-5/25/10	\$3,000.00
Greg Knowles	MGMT X474.9 Mgmt,	1/4/10 – 3/19/10	\$1,600.00

Network System Analyst I OCC	Leadership & Team Building in the Project & Program Environment MGMT X478.7 Project Procurement Mgmt: Contracting, Subcontracting, Teaming UCI Extension	1/4/10 – 3/19/10	
Connie Martin Instructional Asst. LRSCC GWC	MGMT X497.2 Communication in Business Environment (Sect. 1) MGMT X450.1 Foundations of Human Resources Management UCI Extensions	1/07/10 – 1/09/10 1/06/10 – 3/24/10	\$1,200.00

Additional Administrative Content

Created on 12/04/2009 at 08:08 AM by Kathleen Surgenor. Last updated on 01/28/2010 by Christian Teeter.

Agenda Item

3.05.06 Authorization for Staff Development - Coastline Community College

Meeting: 02/03/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

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

NONE

Additional Administrative Content

Created on: 12/04/2009 at 08:38 AM by Laurie Swancut. Last update on: 01/28/2010 by Christian Teeter.

3.05.07 Authorization for Staff Development - Golden West College

Meeting: 02/03/2010 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**

Pourzanjani, Omid, CTE Dean, to attend ED-230A Statistics, required for the Doctorate in Education Leadership at UCLA, Fall 2009. Reimbursement of tuition NTE \$1,500 to be paid from Management Professional Development funds.

Additional Administrative Content

Created on: 2/04/2009 at 08:38 AM by Christina Irwin. Last updated on: 01/23/2010 by Christina Irwin.

Agenda Item

3.05.08 Authorization for Staff Development - Orange Coast College

Meeting: 02/03/2010 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

Additional Administrative Content

NONE

Created on 12/04/2009 at 08:33 AM by Lynnette Minton. Last update on 01/28/2010 by Cristian Teeter.

Agenda Item

3.05.09 Authorization for Staff Development - District

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.09 Authorization for Staff Development - District

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:35 AM by CCCD Adsys. Last update on 01/28/2010 by Christiana Teeter.

3.06 FINANCIAL APPROVALS

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 12/04/2009 at 08:33 AM by Jodi Rodriguez. Last update on 01/28/2010 by Jodi Rodriguez.

3.06.01 Approval of Purchase Orders

Meeting: 02/03/2010 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 12/04/2009 at 08:38 AM by CCCDPurch. Last update on 01/28/2010 by Christian Tester.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0319257	CW Driver CCC Newport Beach Learning Center construction mgmt services (GOB) Board Date: 11/04/09	CCC-GB	6260	1,225,991.00
P0319284	GWC Bookstore Open PO for continuing EOPS students.	GWC	7605	193,265.00
P0319326	Newport-Mesa Unified Sch Dist Open PO for operating expenses required for Middle College High School Grant. Board Date: 07/15/09	OCC	5899	45,134.00
P0319305	Professional Plumbing Inc Installation of 3 boilers needed for replacement/maintenance at Admin, Chemistry & Fine Arts	OCC	6250	30,900.00
P0319261	Computerland of Silicon Valley Adobe software renewal for classroom	CCC	5699	12,889.06
P0319324	Runner Technologies Inc Software service maintenance agreement for DIS	DIS	5638	10,900.00
P0319281	Climatec Building Technologies Group Art Pavilion Tridium Bldg Mgmt System Migration to existing Honeywell HVAC EBI System	OCC	5650	10,577.00
P0319283	GWC Bookstore Open PO for EOPS book service	GWC	7605	10,000.00
P0319317	Education 4 Work	OCC	5899	7,179.00
P0319289	Evisions Inc	DIS	5699	6,525.00
P0319304	Elmco Duddy	OCC-GB	6250	6,308.59
P0319297	CCC Bookstore	CCC	4312	5,500.00
P0319280	Grainger	OCC	6411	5,453.60
P0319311	Riddell/All American Sports	GWC	5657	5,291.69
P0319267	Education 4 Work	DIS	5899	5,000.00
P0319272	Vital Link Orange County	DIS	5899	5,000.00
P0319307	ROI Networks Inc	DIS	5638	5,000.00
P0319259	JDK Drilling Inc	OCC-GB	6254	4,900.00
P0319316	Physician Sales & Service	GWC	4312	4,300.00
P0319254	Vital Link Orange County	DIS	5899	4,000.00
P0319299	Art Supply Warehouse	CCC	4312	3,350.00
P0319309	Anixter	DIS	4315	3,221.45
P0319260	T & Y Construction	GWC	5638	2,770.00
P0319282	GWC Bookstore	GWC	7605	2,634.00
P0319290	VWR International Inc	GWC	4312	2,600.00
P0319258	Coast Construction	OCC	5665	2,545.00
P0319271	ABC Companies	TRANS	5657	2,500.00
P0319300	West Coast Technology	GWC	5638	2,307.68
P0319321	Sehi Computer Products Inc	CCC	4315	1,922.57

P0319315	Fisher Scientific	GWC	4312	1,900.00
P0319312	Shinoda Design Center Inc	GWC	4312	1,760.00
P0319325	Accuvant	DIS	5638	1,485.00
P0319319	RealEyes Connect, LLC	CCC	5699	1,467.04
P0319303	Computerland of Silicon Valley	CCC	5699	1,427.89
P0319269	Altaware Inc	OCC	5699	1,305.00
P0319322	Office Depot	CCC	4312	1,285.37
P0319310	Metroline Inc	DIS	4315	1,272.38
P0319301	Harland Technology Services	CCC	5638	1,145.00
P0319320	Bob's Shade & Linoleum	GWC	6250	1,128.75
P0319278	Psychological Assessment Resources Inc	CCC	4285	1,112.00
P0319253	John J Davis & Associates	DIS	5899	1,000.00
P0319308	Identix Identification Services	DIS	5899	1,000.00
P0319273	Excel Door & Gate Co Inc	GWC	5650	997.00
P0319296	Tomark Sports	GWC	4312	880.25
P0319298	CCC Bookstore	CCC	4312	850.00
P0319287	United Direct Marketing Inc	GWC	4312	788.44
P0319292	Medco Supply Co	GWC	4312	761.94
P0319256	CCC Foundation/Api Council	DIS	5320	750.00
P0319263	Anchor Printing	OCC	4321	700.00
P0319274	Photolibrary Group Inc	CCC	5748	699.00
P0319306	Sehi Computer Products Inc	GWC	4315	687.18
P0319255	Thomson West	DIS	4285	616.77
P0319294	LawTech Publishing Group	GWC	4312	543.67
P0319277	Impact Publications	CCC	4285	528.46
P0319268	Taubenpost Inc	OCC	5899	500.00
P0319295	Calif District Attorneys Assn	GWC	4312	412.52
P0319285	Office Depot	OCC	4312	397.84
P0319276	Irvine Chamber of Commerce	CCC	5320	360.00
P0319323	Office Depot	CCC	4312	351.49
P0319279	Largest Mixer	CCC	5899	350.00
P0319313	HB Chamber of Commerce	CCC	5320	325.00
P0319302	Office Depot	CCC	4312	294.45
P0319318	SoCal Office Technologies Inc	GWC	5638	291.72
P0319288	ConnectedSign LLC	DIS	5699	264.00
P0319262	Dell Higher Education	OCC	4312	254.39
P0319275	OC Register	CCC	5306	238.64
P0319291	Thomas Scientific	GWC	4312	201.19
P0319286	Xerox Corp	DIS	4312	113.10
P0319265	StampXpress	OCC	4312	105.98
P0319264	Alpha Card Systems LLC	OCC	4312	101.99
P0319314	Orange County Speaker Inc	CCC	4401	70.69
P0319270	Amer Assn of Comm Colleges	DIS	5306	44.15
Total				<u>\$1,658,732.93</u>

Object Code Legend

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

3.06.02 Ratification/Approval of Checks

Meeting: 02/03/2010 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 12/04/2009 at 08:38 AM by CCCDBridge. Last update on 01/28/2010 by Christian Teeler.

NUMBER	NAME OF VENDOR	AMOUNT
0139108	Coast Community College Dist. Medical Claims	615,714.38
0139112	PacificCare of California Medical Premiums	530,786.63
0139110	Kaiser Permanente Medical Premiums	264,039.29
0139165	GWC Associated Students College services for Fall 2009	246,256.26
0139501	ACSIG Dental / Edge Dental Claims and Admin Fees	243,571.35
0139502	Coast Community College Dist. Medical Claims	230,499.67
0139314	Medco Health Solutions Inc Medical Prescription Claims	199,720.74
0139313	Coast Community College Dist. Medical Claims	161,391.32
0139151	Constellation New Energy Inc Electricity District wide	153,650.35
0139503	Keenan & Associates Protected Insurance Program for Schools (PIPS)	146,991.00
0139190	Official Payments Corp Credit card processing fees	111,085.90
0139275	Dell Higher Education Desktop computers for Business & Accounting at CCC	100,979.05
0139429	Employment Development Dept-EDD Unemployment insurance- 4th qtr 2009	99,099.75
0139259	Reliastar Life Insurance Co Life Insurance Premiums	85,732.75
0139470	Systems Technology Associates Inc Computer server for Information Technology	85,721.62
0139451	Oracle Corp District wide Oracle license and service agreement	84,073.31
0139260	Reliastar Life Insurance Co Reinsurance Premiums	76,423.50
0139388	Trend Offset Printing Spring 2010 Class Schedules & Distance Learning	73,804.20
0139119	Accuvant Computer network security maintenance agreement	63,978.67
0139089	Southern Calif Edison Co Electricity District wide	62,847.01
0139327	CCCD Student Refunds Student refunds	62,748.58
0139061	Dell Higher Education Desktop computers for CCC Process Technology classroom	62,736.95
0139390	WestEd SB70 evaluation grant services	62,081.91
0139150	Commvault Systems Inc District wide software license maintenance agreement	48,818.10
0139299	ROI Networks Inc Software maintenance agreement for CCCD Voice	43,200.00
0139258	Reliastar Life Insurance Co Long Term Disability Premiums	41,077.72

0139478	The Irvine Co/CBC III-V	35,592.85
0139192	Lease payments for One-Stop Center, Irvine	
	Pacific Light Productions Inc	35,000.00
0139141	Production services for telecourses for GWC	
	Burke, Williams & Sorensen, LLP	34,881.85
0139270	District Legal Services	
	CCC Contract Education	32,903.64
0139107	Coastline Military Fee Reconciliation	
	Coast Community College Dist.	30,521.47
0139255	Medical Claims	
	Delta Health Systems	27,928.50
0139115	Administrative Fees	
	Vision Service Plan	25,904.49
	Premiums for VSP Claims	
0139247	Xerox Corp	23,738.93
0139419	CDWG	20,666.86
0139209	Sun Environmental Engineering Services, Inc	20,000.00
0139473	The Gas Company	18,306.14
0139250	Blue Cross	17,163.42
0139271	City of Huntington Beach	15,134.23
0139444	Making Connections	13,340.00
0139106	Taylor & Associates	12,363.13
0139482	Unisource Worldwide Inc	12,123.06
0139465	Southern Calif Edison Co	11,924.85
0139493	Xirrus	10,575.89
0139230	VeriSign Inc	10,439.00
0139468	Special Pay Retirement Plan	10,394.10
0139052	ATI/Assessment Technology Institute	10,000.00
0139333	Education 4 Work	10,000.00
0139254	CCCD Workers Comp Trust Fund	9,994.63
0139076	Mesa Consolidated Water Dist	9,898.75
0139413	Baker & Taylor	9,868.55
0139109	First Colony Life Insurance Co	8,409.18
0139189	Office Depot	8,408.68
0139318	B & P Services Inc	8,256.01
0139491	Waxie Sanitary Supply	7,888.09
0139137	AT&T	7,414.19
0139074	Med-Equip Int'l	7,224.70
0139367	Pacific Light Productions Inc	6,976.00
0139225	Union Bank of California	6,652.29
0139291	OC Auditor-Controller	6,583.00
0139492	Xerox Corp	6,579.28
0139400	AT&T	6,352.53
0139460	Reliable Elevator of OC	6,079.00
0139068	Harland Technology Services	6,068.00
0139098	Vital Link Orange County	5,641.27
0139312	CCCD Workers Comp Trust Fund	5,628.21
0139091	State Board of Equalization	5,431.00
0139262	Allied Refrigeration Inc	5,358.47
0139480	Townsend Public Affairs Inc	5,240.00
0139304	ThreeForks Inc	5,228.40
0139234	Verizon California	5,218.73
0139464	Sehi Computer Products Inc	5,180.71
0139162	Fisher Scientific	5,140.33
0139369	Physician Sales & Service	5,047.09

0139355	Making Connections	4,990.00
0139054	Automated Power Technologies	4,785.00
0139354	LRH Consulting	4,608.00
0139467	Special Pay Retirement Plan	4,574.63
0139500	Allegheny Casualty Co	4,513.60
0139298	RFX Inc	4,498.00
0139100	Xerox Corp	4,443.99
0139251	Care Resources Inc	4,182.00
0139426	Dell Higher Education	4,091.94
0139326	Castagna Awnings	4,002.00
0139490	Walters Wholesale Electric Co	3,942.18
0139411	Atkinson, Andelson, Loya, Ruud & Romo	3,814.90
0139380	SIGMANet Inc	3,654.00
0139113	PacificCare of California	3,636.22
0139146	CCCD Student Refunds	3,612.01
0139117	Vision Service Plan	3,577.90
0139130	AT&T	3,454.43
0139383	Spicers Paper Inc	3,433.46
0139219	Systems Technology Associates Inc	3,356.96
0139287	LiNKS Sign Language & Interpreting Services	3,286.00
0139488	Verizon Wireless	3,199.32
0139248	Xpedx Paper & Graphics	3,093.87
0139466	Special Pay Retirement Plan	3,048.23
0139446	Neo Networking Inc	3,000.00
0139244	Waxie Sanitary Supply	2,963.09
0139246	Xerox Corp	2,942.61
0139447	OCE'	2,888.12
0139370	Pocket Nurse	2,799.28
0139469	Staples Advantage	2,783.77
0139425	Declues, Burkett & Thompson, LLP	2,767.54
0139111	Kaiser Permanente	2,765.38
0139449	Office Depot	2,622.16
0139385	System One Business Products	2,610.00
0139168	Hoover Printing & Lithography Inc	2,536.05
0139136	AT&T	2,524.64
0139424	David Grant Inc	2,510.81
0139454	Philips Publishing Group	2,450.00
0139487	Verizon California	2,424.34
0139317	B & H Photo-Video	2,366.70
0139092	The Gas Company	2,335.79
0139412	Avalon Center at Garden Grove	2,320.00
0139459	Wendy Rakochy	2,079.00
0139174	LINKS Sign Language & Interpreting Services	2,015.00
0139053	AudioVision Production Services	2,000.00
0139147	Cerritos Franchise Inc	2,000.00
0139253	CCCD Workers Comp Trust Fund	1,993.01
0139059	CR & R	1,968.12
0139450	On-Site LaserMedic	1,964.91
0139158	Elsevier	1,890.00
0139435	Henry Schein Inc	1,876.53
0139293	Office Depot	1,789.67
0139477	The Gas Company	1,760.82
0139084	Pocket Nurse	1,740.69
0139175	LT Enterprises	1,705.46
0139114	Unum Ltc	1,677.70

0139422	CR & R	1,627.84
0139274	Creasian Overseas Trade Inc	1,596.45
0139393	Andtech Corporation	1,577.42
0139199	Roger Higgins & Associates	1,569.96
0139207	Study in the USA Inc	1,550.00
0139073	Lynda.com	1,500.00
0139245	Western Graphics Plus	1,500.00
0139283	Thomas Hallgren	1,500.00
0139288	Steve Linthicum	1,500.00
0139309	Susan Wilcox	1,500.00
0139241	VWR International Inc	1,498.61
0139081	Office Depot	1,434.04
0139347	Key Equipment Finance	1,426.03
0139282	Goodwill Industries of OC	1,422.50
0139294	Partners Data Systems Inc	1,363.00
0139406	AT&T	1,326.36
0139123	Amer Dietetic Assoc	1,300.00
0139377	Saddleback Golf Cars	1,291.04
0139324	Matthew Carlton	1,281.00
0139295	Phoenix Group Info Systems	1,257.85
0139289	MCM	1,208.61
0139143	Calif Commercial Lighting Supply Inc	1,177.10
0139415	Camcor Inc	1,176.48
0139203	Sehi Computer Products Inc	1,138.81
0139160	Facilities Protection Systems	1,045.00
0139257	Jennifer Holt	1,039.57
0139069	Hasler Financial Services LLC	1,029.52
0139088	Sehi Computer Products Inc	1,023.61
0139093	The Gas Company	1,019.45
0139194	Robert Polentz	1,017.04
0139177	Maritime Training Services	1,008.00
0139099	Susan Wilcox	1,000.00
0139331	Ding-Jo Currie	997.00
0139301	Sesac Inc	995.28
0139149	Chevron USA Inc	985.32
0139212	SunGard Higher Education Inc	975.00
0139215	SunGard Higher Education Inc	975.00
0139216	SunGard Higher Education Inc	975.00
0139273	Cone Instruments LLC	967.53
0139335	Fred Feldon	954.56
0139148	Chem Pro Laboratory Inc	950.00
0139359	Melissa Moser	939.95
0139211	SunGard Higher Education Inc	925.00
0139213	SunGard Higher Education Inc	925.00
0139217	SunGard Higher Education Inc	925.00
0139218	SunGard Higher Education Inc	925.00
0139440	JFTB/MWR	920.55
0139442	Landauer Inc	910.04
0139431	Fisher Scientific	909.10
0139363	Office Depot	902.47
0139445	Marina Landscape Inc	895.00
0139349	Laerdal Medical Corp	880.31
0139210	SunGard Higher Education Inc	875.00
0139214	SunGard Higher Education Inc	875.00
0139302	SunGard Higher Education Inc	875.00

Check Approval

0139330	Timothy Cooley	871.75
0139472	Texas Instruments	858.25
0139421	Steve Cox	855.00
0139065	General Documentation Resources	850.00
0139397	AT&T	842.46
0139398	AT&T	842.04
0139267	Bob's Shade & Linoleum	801.90
0139290	MSC Industrial Supply	779.00
0139252	CCCD Workers Comp Trust Fund	760.32
0139268	Boys and Girls Club of Huntington Valley	756.00
0139418	CCC Foundation/Api Council	750.00
0139391	A Daigger Co	746.14
0139414	Business Office Solutions	737.59
0139432	Follett Higher Education Group Inc #1094	733.60
0139315	Daniel Adelman	725.00
0139375	Linda Rhines	725.00
0139306	US Bank	721.97
0139220	T-Mobile	719.76
0139389	Thanh Vu	686.60
0139345	Home Depot	682.56
0139235	Verizon Wireless	679.93
0139181	Mesa Golf Carts	678.35
0139319	Cheryl Babler	678.05
0139362	Diem Nguyen	672.10
0139364	Oreck Commercial Sales Edmar Corp	662.20
0139342	GWC Food Services	659.98
0139365	Orkin Inc	655.00
0139278	Fisher Scientific	653.22
0139185	OC Wholesale Flowers	629.39
0139461	Rutan & Tucker, LLP	625.50
0139438	Iron Mountain	612.99
0139156	Dept of Industrial Relations	600.00
0139474	The Gas Company	597.54
0139264	Aqua-Clear Water Treatment Specialists Inc	595.00
0139193	Pak West Paper and Packaging	585.01
0139227	United States Postal Service	585.00
0139322	Rick Boone	579.30
0139238	Verizon Wireless	529.57
0139310	Xerox Corp	517.09
0139142	Calif Chamber of Commerce	510.45
0139183	Mouser Electronics	503.06
0139351	Lisa Lee	500.00
0139339	Fuller Engineering Inc	494.38
0139256	First Health	486.18
0139307	West County Family YMCA	481.00
0139308	West County Family YMCA	481.00
0139353	Margaret Lovig	480.76
0139236	Verizon Wireless	479.40
0139410	AT&T Mobility	477.55
0139223	Thompson Publ Group	457.50
0139066	GovConnection Inc	455.12
0139178	Markertek Video Supply	451.52
0139082	Pearson VUE	450.00
0139122	Amer Assn-Paralegal Education	450.00
0139249	Ingardia Brothers Produce Inc	441.07

0139124	Amtech Elevator Services	433.85
0139126	Aquatic Eco-Systems Inc	432.09
0139280	Galls Inc	426.94
0139292	OC Fire Protection	425.00
0139221	The Gas Company	423.71
0139261	A Daigger Co	418.17
0139056	Cal-Olympic Safety	415.15
0139180	Memory Suppliers Inc	412.50
0139286	Kelly Paper	408.46
0139204	Shred Confidential Inc	401.63
0139281	Garden Grove Unified Schools	400.00
0139434	Garden Grove Unified Schools	400.00
0139329	Coastal Carbonic	399.74
0139457	Public Economics Inc	396.19
0139051	Accurate Termite & Pest Control	389.00
0139374	Diane Restelli	380.38
0139443	Library Store Inc	368.57
0139269	Carolina Biological Supply	365.00
0139243	Wards Natural Science	364.13
0139387	Toshiba Business Solutions	361.24
0139125	Andtech Corporation	340.00
0139233	Verizon California	339.29
0139323	Calif Commercial Lighting Supply Inc	336.70
0139458	Pyro-Comm Systems Inc	335.00
0139179	Matthew Bender & Co., Inc	332.88
0139379	Siemens Water Technologies Corp	326.70
0139237	Verizon Wireless	323.59
0139191	Pacific Blue Micro	322.50
0139279	Gale Group	312.26
0139075	Medco Supply Co	311.67
0139373	Amy Rangel	308.83
0139481	Union 76	306.81
0139131	AT&T	300.39
0139231	Verizon California	299.72
0139448	OCLC Inc	299.28
0139352	Los Angeles Times	291.70
0139436	Home Depot	290.98
0139202	Security Signal Devices	289.50
0139439	Iron Mountain Records Mgmt	283.86
0139087	Safety 1st Pest Control Inc	283.50
0139405	AT&T	272.82
0139184	Newport Exterminating	269.50
0139452	Orange Coast Auto Repair	268.62
0139186	OCC Petty Cash	267.30
0139167	Home Depot	261.50
0139090	Staples Advantage	261.33
0139456	Prince Enterprises Inc	260.59
0139157	Electronic Technologies Corp	260.00
0139163	Marcia Gordon	256.30
0139078	Nat'l Assn of Medical Sales Representatives	253.00
0139164	GWC Associated Students	252.00
0139371	Steven Popovich	250.00
0139386	Michael Thornton	250.00
0139284	Harbor Freight Tools	246.64
0139277	Ewing Irrigation Products	243.10

0139153	Corporate Pages	238.90
0139139	Austin Hardwoods	235.99
0139079	OC Auditor-Controller	234.50
0139152	Corporate Business Interiors Inc	232.71
0139140	Daniel Beard	230.37
0139392	Acer Springwood Industrial Inc	228.38
0139320	Baker & Taylor	218.97
0139433	Fry's Electronics	215.98
0139239	Verizon Wireless	213.06
0139097	Virtual Freelance Network	200.00
0139182	James Mitchell	199.10
0139064	FV Self Storage & RV Center	199.00
0139070	Hasler Inc	195.14
0139462	Safety & Fire Equipment Co Inc	195.00
0139060	D & N Plants	191.40
0139376	Rhino Electric Supply	190.56
0139395	AT&T	188.76
0139226	United States Postal Service	185.00
0139471	Tequipment.Net	183.96
0139062	FAES Inc	178.02
0139479	The Shredders	178.00
0139138	AT&T	174.80
0139332	E & K Scientific Products Inc	163.98
0139441	Kelly Paper	162.76
0139316	AT&T Mobility	161.91
0139145	Carroll Promotions Inc	159.08
0139265	Baker & Taylor	158.64
0139357	Meixler Technologies Inc	157.59
0139336	Films Media Group	157.38
0139358	Minuteman Plumbing	156.59
0139187	OCC Student Health Center	156.00
0139428	Division of State Architect	150.00
0139072	Ken's Locksmithery	146.81
0139224	Thomson Reuters/Barclays	146.00
0139403	AT&T	144.97
0139208	Suburban Water Systems	144.93
0139368	Diep Pham	138.60
0139416	Carmen's Uniforms Inc	135.77
0139135	AT&T	134.71
0139404	AT&T	134.71
0139344	Jacqueline Hills-Williams	130.90
0139341	Grainger	129.12
0139170	Integra Lifesciences Corp	128.31
0139361	Newport Exterminating	127.50
0139305	Celicia Tran	126.50
0139229	John Vasquez	125.00
0139134	AT&T	123.92
0139409	AT&T	123.92
0139201	Hank Schellingerhout	123.59
0139427	Dish Network Chicago	122.46
0139455	Norma Pollaro	120.59
0139266	BJ Bindery Inc	116.36
0139057	City of Fountain Valley	113.06
0139166	Lorraine Henry	111.25
0139285	JW Pepper & Son Inc	110.92

0139381	Smardan Supply Co- Orange Coast	108.62
0139328	Berlynn Ching	107.80
0139095	Verizon California	107.35
0139384	Springdale Ace Hardware	105.26
0139366	Katherine Ozbirn	105.00
0139263	Apex Audio Inc	104.08
0139176	Luck's Music Library	97.95
0139120	Minal Ajbani	97.70
0139484	Verizon California	97.26
0139453	Orkin Inc	95.00
0139430	Eversoft	94.50
0139242	Walters Wholesale Electric Co	93.61
0139401	AT&T	91.15
0139173	Lakeshore Learning Materials	89.28
0139196	Red-E-Rentals	89.00
0139348	LabelCity Inc	87.66
0139423	Crown Ace Hardware	86.87
0139071	Kelly Paper	85.91
0139489	VWR International Inc	85.13
0139116	Vision Service Plan	83.10
0139200	Sargent-Welch	82.34
0139300	Debra Secord	78.68
0139195	Prudential Overall Supply Co	76.79
0139188	Oceanside Photo & Telescope	76.61
0139483	USA Mobility Wireless Inc	75.50
0139155	Charles Cutenese	75.00
0139228	UPS Protection	75.00
0139240	Verizon Wireless	74.62
0139169	ICS Service Co Inc	74.00
0139067	Hardy Diagnostics	71.72
0139232	Verizon California	69.46
0139356	Katherine Marasigan	68.40
0139337	Fisher Scientific	68.39
0139161	Federal Express Corp	68.32
0139463	Security Signal Devices	68.00
0139085	Prudential Overall Supply Co	66.77
0139407	AT&T	66.46
0139083	Hai Pham	66.00
0139338	FishMax.Com LLC	65.00
0139303	Thomson West	61.99
0139346	Irvine Pipe & Supply	61.39
0139420	James Cline	61.16
0139272	Coastal Press Inc	59.81
0139121	Alliance Payphone Inc	59.00
0139394	AT&T	58.99
0139350	Phuonganh Le	58.80
0139296	Prudential Overall Supply Co	56.64
0139077	Steven Mihatov	56.10
0139222	The Shredders	56.00
0139378	Safe Navigation	53.98
0139396	AT&T	52.65
0139276	Jeanette Ellis	51.43
0139437	Nga Thi Hong	50.05
0139144	Elizabeth Caluag	49.61
0139128	AT&T	48.32

Check Approval

0139311	Tracy Young	47.63
0139325	Carolina Biological Supply	42.52
0139475	The Gas Company	42.46
0139205	Smardan Supply Co- Orange Coast	41.53
0139197	Linda Rhines	41.32
0139321	Bernan Associates	41.00
0139343	GWC Student Activities #4031	37.50
0139102	Xerox Corp	37.32
0139486	Verizon California	35.34
0139118	Vision Service Plan	35.15
0139417	Carolina Biological Supply	34.91
0139096	Verizon California	33.76
0139080	OCC Associated Students	33.00
0139127	AT&T	32.40
0139129	AT&T	32.40
0139340	Deborah Goldstick	30.25
0139360	Linda Newman	30.00
0139094	Time Warner Cable	28.91
0139198	Rhino Electric Supply	28.68
0139399	AT&T	28.36
0139382	Sparkletts	27.54
0139372	Rita Powell	25.00
0139485	Verizon California	24.83
0139086	Diana Ramon	23.10
0139297	Prudential Overall Supply Co	22.18
0139058	City of Huntington Beach	21.57
0139172	Konica Minolta Business Solutions USA Inc	20.26
0139206	Southern Calif Edison Co	20.22
0139334	Federal Express Corp	19.87
0139063	Fisher Scientific	19.49
0139101	Yosemite Water	19.20
0139159	Express Pipe & Supply	15.01
0139154	Crown Ace Hardware	13.03
0139408	AT&T	11.36
0139402	AT&T	11.34
0139132	AT&T	11.06
0139133	AT&T	11.06
0139476	The Gas Company	10.60
0139055	Marilyn Brock	10.00
0139171	JD Lock & Key	2.45

Total

\$ 4,866,180.75

3.06.03 Check List for General Obligation Bond Fund

Meeting: 02/03/2010 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 12/04/2009 at 08:35 AM by CCCDBudge. Last update on 01/28/2010 by Cristian Teator.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0139103	CW Driver	88,722.40	420207
	OCC Bldg CHS and Lab Sciences		
0139499	URS Corp Americas	80,914.39	420356
	GWC Learning Resource Ctr		
0139104	LPA Inc	39,586.54	420207
	OCC Bldg CHS and Lab Sciences		
0139495	MTGL	8,218.60	420233
0139105	Mobile Modular Management Corp	8,173.65	420297
0139497	Steinberg Architects	6,019.84	420356
0139496	Seginski & Associates	1,984.69	420248
0139494	C2 Reprographics	1,036.91	420207
0139498	Times Community News %Los Angeles Times	712.50	420249
	Total	\$ 235,369.52	

Agenda Item

3.06.04 Authorization for Special Payments - Coastline Community College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.06.04 Authorization for Special Payments - Coastline Community College

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:53 AM by Laurie Swancutt. Last update on 01/28/2010 by Tracey Sanders.

Agenda Item

3.06.05 Authorization for Special Payments - Golden West College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.06.05 Authorization for Special Payments - Golden West College

Additional Administrative Content

NONE

Created on 12/04/2009 at 08:59 AM by Christina Ivin. Last update on 01/28/2010 by Christian Tester.

Agenda Item

3.06.06 Authorization for Special Payments - Orange Coast College

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.06 Authorization for Special Payments - Orange Coast College

Additional Administrative Content

NONE

Created on 12/04/2009 at 08:38 AM by Lynnette Minor. Last update on 01/28/2010 by Christian Teeter.

3.06.07 Authorization for Special Payments - District

Meeting: 02/03/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.06.07 Authorization for Special Payments - District**

Payment in the amount of \$374.50 to cover travel expenses incurred for the Coastline Community College Interim President Search Committee. Names on file with the Personnel Office and District Board Office. Expenses to be paid from Recruitment funds. This request for approval is retroactive due to the timing of Board Meetings.

Payment NTE \$4,500 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Human Resources Search Committee. Names on file with the Personnel Office and District Board Office. Expenses to be paid from Recruitment funds.

Payment NTE \$4,500 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Coastline Community College President Search Committee. Names on file with the Personnel Office and District Board Office. Expenses to be paid from Recruitment funds.

Additional Administrative Content

Created on 12/04/2009 at 10:38 AM by CCGD/ASvc. Last updated on 02/23/2010 by CCGD/Editor.



4.00 Action Items

Meeting: 02/03/2010 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.

Additional Administrative Content

Created on 12/01/2009 at 01:53 AM by Laura Swanson. Last updated on 01/28/2010 by Joel Rodriguez.

4.01 Approval of Agreements - Coastline Community College

Meeting: 02/03/2010 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 Agreement between the Department of Homeland Security and the Coast Community College District in Support of the Navy College Program for Afloat Education (NCPACE) United States Government Contract No. N00189-09-D-Z060**

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 Department of Homeland Security (DHS) and the Coast Community College District to participate in the DHS's designated Employment Eligibility Verification Program (E-Verify) to verify the employment eligibility of all existing and new employees working under a federal contract. The Agreement outlines the responsibilities of the DHS, Social Security Administration (SSA) and Employer (CCCD). The Agreement is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS require participation in the program, and Coastline serves as a subcontractor in the NCPACE Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Department of Homeland Security Attachment #2)

Fiscal Impact: None**4.01.02 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-Captioning of Two Economics Videos**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Santa Clarita Community College District and the Coast Community College District to apply for grant funding for the closed-captioning of two Economics videos. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Economics Videos Attachment #3)

Fiscal Impact: Gross income of \$1,066.50**4.01.03 Approve an Amendment to an Agreement between U.S. College Compass, LLC and the Coast Community College District for Assessment, Counseling, College Preparation and Faculty Development Services**

After review by the Interim College President and District General Counsel, it is recommended by the

Chancellor that the Board approve the Amendment to an Agreement between U.S. College Compass, LLC and the Coast Community College District to assess and prepare students selected for admission to Guangzhou Xiangjiang High School in China for future admission to a United States College or University. The Amendment extends the term of the Agreement through July 31, 2010, and provides for additional services to U.S. College Compass as outlined in Exhibit D. U.S. College Compass, LLC shall pay District \$84,500 for the additional services provided under this Amendment and will reimburse District for travel and incidentals incurred for delivery of these services. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 5/20/09. See U.S. College Compass Attachment #4)

Fiscal Impact: Income to District: \$84,500

4.01.04 Approve Agreement between Element K Corporation and the Coast Community College District for Online Learning Service Accessed Through Standard Web-Browsing Programs at Coastline Community College

After review by the Interim College President, District Risk Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Element K Corporation and the Coast Community College District for the right to access online web-based technical training material and course work administered by Element K. Term of the agreement will be for a period of three years beginning February 4, 2010 and ending February 3, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Element K Attachment #6)

Fiscal Impact: \$4,111.80

4.01.05 Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between Worth Publishers and the Coast Community College District to publish the Third Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology, under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 7/22/99. See Worth Publishers Attachment #10)

Fiscal Impact: Coast to receive \$4,000 grant from publisher

4.01.06 Approve Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the three year Master Services Agreement between Chevron Products

Company and the Coast Community College District whereby Coastline's Office of Instructional Systems Development will assist Chevron in the design, development, implementation, and evaluation of various educational programs in process technology and other areas of corporate training. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Chevron MSA Attachment #7)

Fiscal Impact: Income to District to be determined by scope of each project

4.01.07 Approve Agreement between Active Network and the Coast Community College District for the Use of Their Website for Fundraising and Event Management Purposes





After review by the Interim College President and District Risk Services, it is recommended by the Chancellor that the Board approve the Agreement between Active Network and the Coast Community College District for the use of their website by the Coastline College Foundation for fundraising and event management purposes. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees. (See Active Network Attachment #8)






Fiscal Impact: \$250 one-time set up fee to be paid from Special Programs Foundation funds. 93.5% less \$1.00 of all donations made through the website benefit the Foundation.





4.01.08 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 #9)

Fiscal Impact: None

 Department of Homeland Security.pdf
  Economics Videos.pdf
  U.S. College Compass.pdf
  Element K.pdf

 Worth Publishers.pdf
  Chevron MSA.pdf
  MOU FDC CCC 2010.pdf
  Fairview Attachment A.pdf
  Fairview Attachment B.pdf

 Fairview Attachment C.pdf
  Fairview Attachment D.pdf
  Fairview Attachment E.pdf
  Fairview Attachment F.pdf

 Fairview Attachment G.pdf
  Fairview Attachment H.pdf

Additional Administrative Content

Original on 2/24/2010 at 08:58 AM by: Louis Swannett; last update on 01/26/2010 by: Christian Peña

4.02 Approval of Agreements - Golden West College

Meeting: 02/03/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Content

4.02 Approval of Agreements - Golden West College

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:38 AM by Christina Ivy. Last update on 01/23/2010 by Christin Foster.

4.03 Approval of Agreements - Orange Coast College

Meeting: 02/03/2010 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 Approve Amendment to Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the distribution of parking permits to students**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the existing Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the distribution of parking permits to students. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (See attachment #11)

Fiscal Impact: \$3.25 per permit issues, estimated at \$300,000 per year.

4.03.02 Approve Agreement between Tom Dowling Designs and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Tom Dowling Designs and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. 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. (See Attachment #12)

Fiscal Impact: Tom Dowling, artist, will be paid 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.

4.03.03 Approve Agreement between Honolua Surf Company and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Honolulu Surf Company and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. 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. (See Attachment #13)

Fiscal Impact: Honolulu Surf Company will be paid between 45% and 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.

4.03.04 Approve Agreement between Harbour Surfboards/Ocean Life, Inc. and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Harbour Surfboards/Ocean Life, Inc. and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. 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. (See Attachment #14)

Fiscal Impact: Harbour Surfboards will be paid between 45% and 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.



credentials solutions.pdf



tom dowling designs agreement.pdf



honolua agreement.pdf



harbour agreement.pdf

Additional Administrative Comment

Created on 12/01/2009 at 08:55 AM by: Lyndee Alvarado. Last updated on 01/28/2010 by: Christina Hester.

4.04 Approval of Agreements - District

Meeting: 02/03/2010 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 2/04/2009 at 08:33 AM by CCCD A/svc. Last update on 01/28/2010 by Christian Teater

4.05 Buildings and Grounds Approvals

Meeting: 02/03/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

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

4.05.01 Approve Change Order No. 2; Orange Coast College Softball Field; Bid No. 1964

4.05.02 Approve Addendum No. 3 for CO Architects; Coastline College Westminster Learning Center

4.05.03 Approve Independent Contractor Agreement with GEOCON West, Inc.; Coastline Community College Newport Beach Learning Center



BuildingsAndGrounds0203.pdf

Additional Administrative Comment

Created on 12/01/2009 at 08:35 AM by CCCC006. Last updated on 01/28/2010 by CCCC006.

4.05.01 Approve Change Order No. 2; Orange Coast College Softball Field; Bid No. 1964

After review by the 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 for Change Order No. 2 to Orange Coast College Softball Field; Bid No. 1964 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment 5)

These changes are necessary for the following reasons:

Engineering/Remediation Resources Group, Inc. – Category B – Site Utilities

Closeout Credit for Allowances

<\$31,670>

Contract Amount: \$174,839 (C.O. 2: 18.11% Decrease)

Total Change Orders: <\$31,670> (18.11% Decrease)

Fiscal Impact: <\$31,670>

(Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Health/Wellness Facilities
OCC Upgrade Softball Field

4.05.02 Approve Addendum No. 3 for CO Architects; Coastline College Westminster Learning Center

After review by the Coastline 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 accept Addendum No. 3 for CO Architects for additional services for the Coastline College Westminster Learning Center.

The scope of service is to include the following tasks:

1. DSA Closeout, As-Builts and Additional Reimbursable Expenses \$30,000

This final payment was delayed pending the architect resolving all DSA closeout issues. Funds were withheld from the original purchase Order (#216047 – closed June 2009)

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

Fiscal Impact: \$30,000

(General Obligation Bond Fund – Measure C)
Master Plan Approved Project
Coastline College Westminster Learning Center

4.05.03 Approve Independent Contractor Agreement with GEOCON West, Inc.; Coastline Community College Newport Beach Learning Center

After review by the Coastline Community College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that authorization be given to employ GEOCON West, Inc. for testing services for the Coastline Community College Newport Beach Learning Center pursuant to a Non-Standard Independent Contractor Agreement.

The scope of service is to include the following tasks:

1.	Site Reconnaissance & Literature Review	\$ 450
2.	Field Exploration	\$ 5,700
3.	Laboratory Testing	\$ 2,800
4.	Engineering Analysis & Report Preparation	\$ 2,050
5.	Corrosivity Letter	\$ 1,000

The fee to perform the above service is \$12,000

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

Fiscal Impact: \$12,000

(General Obligation Bond fund – Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

4.06 General Items of Business - Coastline Community College

Meeting: 02/03/2010 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

Created on 12/04/2009 at 08:33 AM by Larita S. Vancut. Last update on 01/23/2010 by Christian Teale.

4.07 General Items of Business - Orange Coast College

Meeting: 02/03/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.07 General Items of Business - Orange Coast College

NONE

Additional Administrative Content

Created on 12/04/2009 at 08:53 AM by Lynnette Minor. Last update on 01/28/2010 by Cristen Tjader.

4.08 General Items of Business - District

Meeting: 02/03/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.08 General Items of Business - District****4.08.01 Approval of Employment Agreement with John Breihan, Interim Associate Vice Chancellor**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with John Breihan, Interim Associate Vice Chancellor of Educational Services. (See Attachment #16).

Additional Administrative Comment

Created on 12/01/2009 at 11:53 AM by CCCD Admin. Last modified on 02/03/2010 by Admin. Type: Action (Consent)

4.09 Resolutions

Meeting: 02/03/2010 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.09 Resolutions

4.09.01 Adoption of Resolution #10-02 to Increase Income and Expenditure Budget for 2009-10

Adoption of Resolution to Increase Income and Expenditure Budget for 2009-2010

On September 2, 2009, the Coast Community College District Board of Trustees approved the 2009-2010 budget. Some programs were not known about at the time of adoption of the district budget. As of December, district administration is projecting to have a program budget increase of \$1,118,175 during 2009-2010. As this was not included in the 2009-2010 Adopted Budget, it is necessary to adopt a resolution to increase income and expenditure for 2009-2010.

After review by the Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the following resolution be adopted:

RESOLUTION TO INCREASE INCOME AND EXPENDITURE BUDGET FOR 2009-2010

WHEREAS, the governing Board of the Coast Community College District has determined that income in the amount of \$1,118,175 will be received during 2009-2010 for various programs.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 58308 of Title 5 of California, revenues and expenditures will be increased according to the following schedule:

General Fund

8100 Federal Revenue 3,996,758 + (1) 1000 Certificated Salaries 320,119 -
 8600 State Revenue 2,788,583 - (2) 2000 Classified Salaries 1,622,897 +
 8800 Local Revenue 90,000 - (3) 3000 Employee Benefits 253,836 -
 4000 Supplies 29,678 +
 5000 Services 63,539 +
 6000 Capital Outlay 346,701 +
 7000 Other Outgo 370,685 -

Total Revenue 1,118,175 + Total Expenses 1,118,175 +

(1) Establish budget for FIPSE NARET carry-over per award 47,593 +
 Establish budget for WIA ARRA Disl Worker per award 1,575,126 +
 Establish budget for WIA ARRA Disadv Adult per award 393,782 +
 Decrease WIA Regnl Vet Svcs budget per award 24,150 -
 Establish budget for WIA Tech Based Learning per award 363,792 +
 Decrease NSF C-Spirit budget per award 30,592 -
 Establish budget for Career Dev Collaborative per award 100,000 +
 Establish budget for WIA ARRA High Demand per award 507,360 +
 Increase Child Dev Training budget per award 2,500 +
 Decrease TANF budget per award 9,299 -
 Establish budget for WIA Emerg Grant Mortg per award 398,397 +
 Increase EL Civics budget per award 2,456 +
 Increase ESL 231 budget per award 12,677 +
 Decrease Title III budget per award 33,845 -
 Decrease WIA VEAP budget per award 24,309 -
 Establish budget for ARRA DSPS 202,778 +
 Establish budget for ARRA EOPS and CARE 214,798 +
 Establish budget for ARRA CalWorks 23,713 +
 Establish budget for ARRA Matriculation 228,309 +
 Establish budget for ARRA Middle College HS 8,821 +
 Establish budget for ARRA AS RN Growth 14,811 +
 Establish budget for ARRA Economic Development 22,040 +

(2) Establish budget for CTE Comm Collaborative C/O 271 +
 Increase SB70 STEM budget per state allocation 188,400 +
 Establish budget for RN Enroll Growth 138,731 +
 Decrease Staff Diversity budget per state allocation 15,971 -
 Decrease TTIP budget per state allocation 87,540 -
 Establish budget for SB70 Evaluation grant 45,172 +
 Increase Nursing Equip C/O budget 78 +
 Decrease Law Enforcement C/O budget 43,442 -
 Decrease Middle College HS budget per state alloc 37,242 -
 Establish budget for V.I.C.E. grant 497,927 +
 Decrease Articulation budget per allocation 2,715 -
 Decrease RHORC budget per award 103,330 -
 Decrease Basic Skills budget per allocation 105,082 -
 Decrease Fairview Hosp budget per allocation 262,415 -
 Decrease Matriculation budget per allocation 925,204 -
 Decrease EOPS budget per allocation 809,880 -
 Decrease CalWorks budget per allocation 325,986 -
 Decrease DSPS budget per allocation 839,565 -
 Decrease IDRC budget per award 116,300 -
 Increase Youth Boating Schol budget per award 15,510 +

(3) Establish budget for Mobile Water Ed grant 10,000 +

Decrease Career Dev Tech budget per state allocation 100,000 -

4.09.02 Adoption of Resolution #010-03 September through December 2009 Budget Transfers

WHEREAS, the California Code of Regulations (Title V) Section 58307, requires the Board of Trustees to approve, by a majority vote, all transfers of funds between expenditure classifications.

NOW, THEREFORE, BE IT RESOLVED, that the following budget transfers be made.

Note: There are a total of 694 transfers for September through December 2009, 434 of which are restricted.

General Fund 11

To: From:

1000 Certificated Salaries 59,664 2000 Classified Salaries 1,444,267

3000 Employee Benefits 169,780 7000 Other Outgo 432,699

4000 Supplies 588,335

5000 Services 915,030

6000 Capital Outlay 144,157

Total Revenue 1,876,966 Total Expenses 1,876,966

Child Development Fund 33

To: From:

4000 Supplies 4,000 5000 Services 4,000

Total Revenue 4,000 Total Expenses 4,000

Capital Outlay Fund 41

To: From:

2000 Classified Salaries 33,550 5000 Services 96,249

3,000 Employee Benefits 1,143

4,000 Supplies 21,349

6000 Capital Outlay 40,207

Total Revenue 96,249 Total Expenses 96,249

GO Bond Fund 42

To: From:

5000 Services 33,252 6000 Capital Outlay 33,252

Total Revenue 33,252 Total Expenses 33,252

4.09.03 Adoption of Resolution #010-04, Code of Ethical Conduct for All Coast Community College District Personnel

Based on the requirements of Accreditation Standard III.A.1.d., it is recommended by the Chancellor and the Vice Chancellor of Human Resources that the Board adopts the resolution below relating to Ethical Conduct for all Coast Community College District Employees.

WHEREAS, the Coast Community College District is comprised of professionals who are dedicated to promoting a climate which enhances the worth, dignity, potential, and uniqueness of each individual within the District community; and

WHEREAS, the District's employees work in various settings and positions, the expectation of all is a commitment to protecting human rights and pursuing academic excellence; and

WHEREAS, the conduct of District employees as public employees shall be worthy of the respect and confidence of the community we serve. Employees must, therefore, avoid conduct which is in violation of the public trust or which creates a justifiable impression among the community that such trust is being violated.

NOW, THEREFORE, BE IT RESOLVED that this Code of Ethics is a public statement by the members of the Coast Community College District that sets clear expectations and principles to guide practice and inspire professional excellence.

BE IT FURTHER RESOLVED that All District employees shall exhibit openness and reliability in what is said and done as educational leaders. Administrators, faculty, staff, and student employees shall confront issues and people without prejudice, and do everything possible to demonstrate a commitment to excellence in education without compromise of the following principles of ethical behavior.

Coast Community College District Employees Shall:

1. Dedicate themselves to the ideals and principles that will enable students to develop their talents and interests;
2. Demonstrate personal and professional integrity in supporting the mission of the District and the colleges;
3. Understand, appreciate, and contribute to the dynamics of positive interpersonal relationships when dealing with co-workers and the public;
4. Adhere to the principles of nondiscrimination and equality without regard to race, color, gender, sexual orientation, marital status, age, disability, religion or national origin;
5. Be fair and respectful in all interactions with colleagues, students, and the public, regardless of differences in personal values or beliefs;
6. Maintain a working and learning environment free from harassment, as defined by District policies;
7. Be honest and accountable in all District actions and activities;
8. Act within applicable laws, codes, regulations, and District policies and procedures;
9. Avoid conflicts of interest, or its appearance, between their obligations to the District and private business or personal commitments and relationships;
10. Maintain confidentiality regarding information about students or staff obtained in the course of

professional duties;

11. Be good stewards of District assets;

12. Maintain and enhance job effectiveness and competency through professional development.

With respect to students, all employees of the Coast Community College District have the responsibility to:

1. Keep foremost in mind at all times that the colleges and District exists to serve students.
2. Dedicate themselves to the ideals and principles that will enable students to develop their talents and interests;
3. Make every reasonable effort to create and protect an equal-access learning environment and equal access to the educational resources that will help students succeed;
4. Protect dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers;
5. Protect students from disparagement, embarrassment or capricious judgment;
6. Understand, appreciate, and contribute to the dynamics of positive interpersonal relationships when dealing with students;
7. Adhere to the principles of nondiscrimination and equality without regard to race, color, gender, sexual orientation, marital status, age, disability, religion or national origin.
8. Invite students to participate in the established shared governance process;
9. Maintain high standards of professional conduct, and act with integrity when working with students.

Addressing Ethical Violations:

Violations of the Code of Ethical Conduct harm the District and its standing in the community. Procedures will be developed and adopted to ensure ethical violations can reasonably be reported, investigated, and addressed.

Approved and adopted this third day of February 2010.

President of the Board of Trustees

Additional Administrative Comment

Approved: 12/04/2009 by the Board of Trustees of CCCD/150. Last modified on 04/29/2010 by Christine Tschert

4.10 Approval of Minutes

Meeting: 02/03/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content**4.10 Approval of Minutes**

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meetings be approved:

Special Meeting of: January 16, 2010
Regular meeting of: January 20, 2010



Min 1-16-10 Special Meeting.pdf



Min 1-20-10 Regular Meeting.pdf

Additional Administrative Content

Created on 02/03/2010 10:00 AM by Tracy S. Smith. Last modified on 02/03/2010 by Tracy S. Smith.

4.11 Policy Implementation

Meeting: 02/03/2010 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.11 Policy Implementation

4.11.01 Adoption of Policy 010-2-23, College Bookstores

At the January 20, 2010 meeting, Trustees reviewed Policy 010-2-23, College Bookstores. It is recommended by the Student Trustee and Board President that the Board adopt 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

4.11.02 Adoption of Policy 010-2-24, Associated Students' Finance

At the January 20, 2010 meeting, Trustees reviewed Policy 010-2-24, Associated Students' Finance. It is recommended by the Student Trustee and Board President that the Board adopt Policy 010-2-24, Associated Students' Finance

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 an organization or individual that exceeds \$100,000 in one fiscal year for any project or program;**

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

5.00 Public Comment (Items not on Agenda)

Meeting: 02/03/2010 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.

Additional Administrative Content

Creation: 2/3/2010 10:18 AM by John Rodriguez, Last updated on: 2/3/2010 10:18 AM by John Rodriguez

Agenda Item**6.00 Adjournment**

Meeting: 02/03/2010 Regular Meeting
Category: 6. Adjournment
Agenda Type: Action
Public Access: Yes

Agenda Item Content**6.00 Adjournment****Additional Administrative Content**

Created on Tuesday, 09/29/09 by Chris E. Teague, last update on 01/23/2010 by Christian Teague.



Special Meeting

Board of Trustees

Coast Community College District

District Board Room

January 16, 2010 9:00 a.m.

Minutes

A Special Meeting of the Board of Trustees of the Coast Community College District was held on January 16, 2010 in the Board Office at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 9:06 a.m.

2. Roll Call

Trustees Present: Mr. Patterson, Mr. Moreno, Mr. Howald,
Ms. Hornbuckle, Dr. Prinsky, and Student Trustee Lane

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Convene to Closed Session

The meeting convened to Closed Session at 9:07 a.m. to discuss the following items:

- a. Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957)

5. Reconvene to Open Session

The meeting reconvened to Open Session at 10:05 a.m.

6. Report of Action from Closed Session (if any)

It was reported by Board President Patterson that on a motion by Trustee Howald and seconded by Trustee Hornbuckle the Board voted to approve the Settlement Agreement with Anthony Trejo.

Motion carried with the following vote:

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

7. Authorization for Independent Contractor

On a motion by Trustee Patterson and seconded by Trustee Howald, the Board appointed Susan Wooley as an independent contractor to conduct an investigation of a discrimination/harassment complaint, and to advise the Board President and District General Counsel when the fees for the investigation reach \$15,000.

Motion carried with the following vote:

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

8. Consideration of Nomination to the Association of Community College Trustees (ACCT) Diversity Committee, Pacific Region

On a motion by Dr. Prinsky and seconded by Trustee Hornbuckle, the Board nominated Trustee Walter G. Howald to the ACCT Diversity Committee.

Motion carried with the following vote:

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

9. Board of Trustees Retreat

The Board discussed the following topics: Discussion of District Vision, Discussion of District Priority/Compass, and Rules of Engagement.

10. Convene to Closed Session:

The Board convened to Closed Session at 1:50 p.m. to discuss the following:

- a. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)

Position: Chancellor

11. Report of Action from Closed Session (if Any)

There was no report of action from Closed Session.

12. Adjournment

There being no further business, it was moved by Trustee Moreno and seconded by Trustee Howald that the meeting be adjourned.

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 3:01 p.m.

Secretary of the Board of Trustees



Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

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

January 20, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on January 20, 2010 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 5:01 p.m.

1.02 Roll Call

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

Trustees Absent: None

1.03 Public Comment (Closed Session – Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5:02 p.m. to discuss the following items:

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/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 Evangelina 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)*

**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.

The Board reconvened to Open Session at 6:37 p.m.

1.06 Pledge of Allegiance – Trustee Lorraine Prinsky

Trustee Prinsky led the Pledge of Allegiance to the United States.

1.07 Report of Action in Closed Session (if any)

Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted unanimously to approve Agenda Item 1.04.01, Public Employment with the exception of item 5a. (See appendix A, pages 18-38).

Motion carried with the following vote:

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

Mr. Teeter further reported that on a motion by Mr. Patterson and seconded by Mr. Howald, the Board voted unanimously to deny the claim by Evangelina Magana as listed in Agenda Item 1.04.02.

Motion carried with the following vote:

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

Mr. Teeter reported that on a motion by Mr. Howald and seconded by Ms. Hornbuckle the Board voted unanimously to defend the District in litigation as listed in Agenda Item 1.04.03 Existing Litigation, Williams v. Coast Community College District.

Motion carried with the following vote:

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

Lastly, Mr. Teeter reported that on a motion by Mr. Howald and seconded by Ms. Hornbuckle the Board voted to defend the individual defendants named in the litigation in Agenda Item 1.04.03 Existing Litigation, Williams v. Coast Community College District.

Motion carried with the following vote:

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

1.08 Public Comment (Open Session - Items on Agenda)

Wes Bryan, President, Golden West College and Dr. Gasparian, Dean, Physical Education, Golden West College introduced the Golden West College Men's and Women's 2009 Water Polo State Championship Teams.

Mr. Tony Jones, Mr. Oscar Condi, and Mr. Phillip Quetschke addressed the Board in support of Environmental Studies courses at Golden West College and throughout the District.

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Resolutions to Honor and Accept the Retirements

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

Classified

Sandra Badenoch

John MacDonald

It was moved by Mr. Howald and seconded by Ms. Hornbuckle 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

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

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board. In addition, C.M. Brahmbhatt, Vice Chancellor of Administrative Services provided a budget status report to the Board.

2.01.02 Reports from the Presidents

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

Dr. Marilyn Brock, Coastline Community College

Dr. Dennis Harkins, Orange Coast College

Wes Bryan, Golden West College

2.01.03 Reports from the Officers of Student Government Organizations

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

Tonya Anderson, Coastline Community College
Jeff Weaver, Golden West College
Kris Cutting, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents or designee provided reports to the Board:

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

2.01.05 Reports from Employee Representative Groups

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)
Bob Fey, Representative, Coast Federation of Educators (CFE)
Mr. Fey provided the Board with a written statement for the record. (See Appendix B, page 39)
Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

2.01.06 Reports from the Board of Trustees

Board members provided individual reports.

2.01.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

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

Trustee Moreno provided an update of the Audit Committee. Trustee Hornbuckle provided a report of the Accreditation Committee and Trustee Howald provided a report of the Land Development and Career Technical Education Committees.

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

Glen Carroll of LPA Architecture presented a model and PowerPoint presentation to the Board of the design concept 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

The Board reviewed the scheduled Board Meeting dates for FY 2009/2010 as presented in the January 20, 2010 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 scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

2.02.03 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. Moreno and seconded by Mr. Lane to accept the following changes to the Board Log:

The Board heard a status report from Chancellor Currie and Mr. Kudlik, Director, Internal Audit regarding Item 2, OCC Bookstore and Food Service Revenue. This item is continued to the April 21, 2010 Board Meeting.

Item # 5, Policy 010-2-23, College Bookstores to be removed from the Board Log.

Item # 6, Policy 010-2-24, Associated Students' Finance to be removed from the Board Log.

Chancellor Currie provided the Board with a report on Item # 9, Common Course Numbering. This Item is continued to the March 17, 2010 Board Meeting. At the request of Trustee Howald, Chancellor Currie will invite the Board to the Friday meetings when Common Course Numbering will be discussed.

Item # 12, Board Policy relating to Academic Senate Presidents will be continued to the March 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

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

The Board reviewed Policy 010-2-23, College Bookstores and the changes that were made by the College Bookstores Task Force.

This item will be placed in the Action section of the February 3, 2010 Board Agenda for Adoption.

2.02.05 Opportunity for the Board of Trustees to Review Policy 010-2-24, Associated Students' Finance

Following review and discussion of policy 010-2-24, Associated Students, it was moved by Mr. Lane and seconded by Mr. Patterson to amend the draft policy and place it on the Action section of the February 3, 2010 Board Agenda for adoption

Motion carried with the following vote:

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

2.03 Review of Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the January 20, 2010 Agenda.

Board President Patterson recessed the meeting at 8:46 p.m. for a short break.

The meeting reconvened at 8:53 p.m.

3.00 Consent Calendar

Board President Patterson asked if there were any requests to remove any items from the Consent Calendar.

Dr. Currie, Chancellor requested to make a change to Item 3.02.01 Authorization for Independent Contractors, Coastline Community College, Independent Contractor Agreement for Vantage Point Consulting, Inc. to replace "NTE" with the word "of" and to include a copy of the scope of services for review by the Board.

Mr. Bryan, President, Golden West College requested to remove the Golden West College item, "Joint Training Program-Clean Air Smog Check Technician Training" on page 43 under Agenda Item 3.03.04 Authorization to Apply for Funded Programs stating a change would be made and the item would be brought back before the Board at the February 3, 2010 meeting.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Consent Calendar with the changes listed above.

Motion carried with the following vote:

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

Board President Patterson requested to move forward and hear Agenda Items 4.11.03 and 4.11.04 at this time.

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

It was moved by Dr. Prinsky and seconded by Mr. Moreno to appoint Susan Henry, Community Member and Trustee Patterson to the Search Committee for the Vice Chancellor of Human Resources position.

Motion carried with the following vote:

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

Absent: None

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

It was moved by Mr. Patterson and seconded by Mr. Howald to appoint KimOanh Nguyen-Lam, Community Member and Trustee Hornbuckle to the Search Committee for the President, Coastline Community College position.

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 Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District

This item was pulled by staff.

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

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to 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.

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

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 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

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to 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 provide 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.

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

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

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the amendment to the agreement between Foundation for California Community Colleges and the Coast Community College District for renewal of the agreement to continue to operate the Bar Smog Referee and Student Technician Training Program through August 31, 2010. The Board President, or designee, is authorized to sign the amendment to the agreement and any related documents, indicating approval by the Board of Trustees.

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

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 Agreement with Institute of Reading Development to Teach a Series of Reading Enrichment Programs

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the agreement between Institute of Reading Development and the Coast Community College District to teach a series of reading enrichment programs, from January 21, 2010 through 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: Institute of Reading Development to remit 10% of gross tuition revenues to GWC Community Services.

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 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

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to 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, 2010, 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.

Fiscal Impact: \$19,031.25

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 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

It was moved by Mr. Lane and seconded by Mr. Howald to 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, indicating approval by the Board of Trustees.

Fiscal Impact: \$10,074.29

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 None

4.05 Buildings and Grounds Approvals

4.05.01 Authorization to File Notice of Completion

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky 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. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

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

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle 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 Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

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

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 – 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

It was moved by Dr. Prinsky and seconded by Mr. Lane to nominate Trustee Howald to the California Community College Trustees Board of Directors.

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 Review and Consideration of Proposals and Selection of Recruiting Firms for Vice Chancellor of Human Resources position

Board President Patterson indicated that Agenda items 4.09.02 and 4.09.03 would be heard together.

Following discussions of the recruiting firms who submitted proposals for the Vice Chancellor of Human Resources position and the President, Coastline Community College position, it was moved by Ms. Hornbuckle and seconded by Mr. Howald to accept the proposal submitted by Community College Search Services to conduct the combined search services for both positions.

Motion carried with the following vote:

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

Absent: None

4.09.03 Review and Consideration of Proposals and Selection of Recruiting Firms for President, Coastline Community College position

This item was heard in conjunction with Agenda item 4.09.02 above.

4.10 Policy Implementation

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

Following discussion, Dr. Lipton, General Counsel suggested the last paragraph be changed to read, "All Board Policies and Administrative Procedures be placed on the District website."

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt the revisions and change recommended by General Counsel to Policy 010-2-6, Policy and Administrative Procedure.

Motion carried with the following vote:

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

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

Following discussion it was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to change the last line of first paragraph to read, "Members of the Personnel Committee shall possess or obtain a basic understanding of personnel issues and the related laws of the state of California and shall have a requisite interest in personnel issues." and adopt Policy 010-2-25, Board of Trustees Personnel Committee.

Motion carried with the following vote:

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

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

It was moved by Mr. Patterson and seconded by Mr. Moreno to adopt Policy 010-2-26, Board of Trustees Budget Committee.

It was moved by Mr. Patterson and seconded by Mr. Moreno to amend the motion to include a change to the sentence under the "Meetings" heading to read, "The Committee shall meet as needed."

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None
Absent: None

4.11 Appointments to Board Committees

4.11.01 Appointments of Trustees to Board of Trustees Personnel Committee

It was moved by Ms. Hornbuckle and seconded by Mr. Lane to appoint Trustees Mr. Patterson and Dr. Prinsky to the Board of Trustees Personnel Committee.

Motion carried with the following vote:

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

4.11.02 Appointments of Trustees to Board of Trustees Budget Committee

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to appoint Trustees Mr. Moreno and Mr. Howald to the Board of Trustees Budget Committee.

Motion carried with the following vote:

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

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

This item was heard earlier in the Agenda.

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

This item was heard earlier in the Agenda.

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

This Item was removed from the Agenda at the request of Chancellor Dr. Currie.

4.13 Resolutions

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

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to adopt Resolution # 10-01, Nonresident Tuition Fee, 2010-2011.

Motion carried with the following vote:

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

4.14 Approval of Minutes

Regular Meeting of December 9, 2009 and Special Meeting of December 16, 2009

It was moved by Mr. Lane and seconded by Mr. Howald to approve the Minutes of the Regular Meeting of December 9, 2009 and the Special Meeting of December 16, 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.

6.00 Adjournment

Board President Patterson has asked that the meeting be adjourned in memory of those who have suffered and died in the Haitian earthquake and for their safe guardianship of the children of Haiti. Mr. Moreno also wishes to thank our country for its part in the relief efforts and all the countries that have responded to the tragedy.

There being no further business, it was moved by Mr. Howald and seconded by Dr. Prinsky that the meeting be adjourned.

Motion carried with the following vote:

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

The meeting was adjourned at 9:34 p.m.

Secretary of the Board of Trustees

Appendices

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B. CFE Report..... 39

Appendix A

1. Faculty Special Assignments

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

COASTLINE COLLEGE

TEACH3 PROGRAM

Name	Start Date	End Date	Pay Type	Pay Rate
Yaron, Sharon	01/30/10	06/30/10	PDH	\$29.46

To coordinate the Teach3 program for Spring 2010.

WORKFORCE INVESTMENT ACT (WIA)

Name	Start Date	End Date	Pay Type	Pay Rate
Terry, Brenda	01/21/10	06/30/10	EXH	\$29.46

To provide classroom training for approved Clerical Accounting and Bookkeeping Training program.

TECHNOLOGY BASED LEARNING INITIATIVE GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Melford, Christopher	01/21/10	06/30/10	EXH	\$29.46

To develop, review drafts of participant's workbooks and performance of an ESL program for nurses.

SPECIAL ASSIGNMENTS

Name	Start Date	End Date	Pay Type	Pay Rate
Boddie, Richard	01/21/10	06/30/10	EXH	\$29.46

Coordinating, facilitating and hosting five Brown Bag Lunch seminars.

Name	Start Date	End Date	Pay Type	Pay Rate
Hall, Leva	01/30/10	06/30/10	PDH	\$29.46

Teaching reading at Le Jao Center.

Name	Start Date	End Date	Pay Type	Pay Rate
Jereb, Claudia	01/21/10	06/30/10	EXH	\$29.46

To provide training for a not-for-credit ESL program for Contract Education.

PART TIME COUNSELING FOR FINANCIAL AID

Name	Start Date	End Date	Pay Type	Pay Rate
Cheh, Donna	01/21/10	05/30/10	UNT	\$73.94
Nguyen, Steven	01/21/10	05/30/10	UNT	\$73.94

EL CIVICS GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Kuntzmar, Linda	01/21/10	06/30/10	EXM	\$43.23
Tsutsumida-Kramp, Lorraine	01/21/10	06/30/10	EXM	\$43.23

ESL 231 GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Davis, Loretta	01/21/10	06/30/10	EXH	\$29.46
Jones, Julie	01/21/10	06/30/10	EXH	\$29.46
Mohr, Cheryl	01/21/10	06/30/10	EXH	\$29.46
Montague, Judy	01/21/10	06/30/10	EXM	\$43.23
Preciado, Anita	01/21/10	06/30/10	EXM	\$43.23
Tsutsumida-Kramp, L.	01/21/10	06/30/10	EXM	\$43.23

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.

Full Time Instructor

Lockwood, Frederick

Part Time Instructor

Drew, Stephanie

GOLDEN WEST COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
<u>Carr, Gregg</u>	01/30/10	05/30/10	PDM	\$43.23
To act as College 100 Coordinator.	01/30/10	05/30/10	OVR	\$72.00
Coordinating at Tutoring Center.				
<u>Chan, Dennis</u>	01/30/10	05/30/10	PDH	\$29.46
To work night rotation with students at clinical nursing sites.				
<u>Cosand, Keisha</u>	01/30/10	05/30/10	PDH	\$29.46
To work as Teach 3 Reading Tutor.				
<u>Davis, Nadine</u>	01/30/10	05/30/10	PDM	\$43.23
To work extensively with nursing students participating in the California State Nurses Association.				
<u>Ebert, Darrell</u>	01/30/10	05/30/10	PDH	\$29.46
To act as GWC Art Gallery curator.				
<u>Hils-Williams, J.</u>	01/30/10	05/30/10	PDM	\$43.23
To act as Project Director for Nursing Student Success Grant and to administer the Nursing Expansion Program.				
<u>Klein, Valerie</u>	01/30/10	05/30/10	PDM	\$43.23
To administer the CNI Grant scheduling.				
<u>Lane, Andrea</u>	01/30/10	05/30/10	PDM	\$43.23
To coordinate process for CALWORKS students for state and county requirements.				
<u>Lazarus, Robert</u>	01/30/10	05/30/10	PDM	\$43.23
To coordinate instructional content, video tape production, and editing of Legal Updates and Police Officer's Standards and Training (P.O.S.T.) Case Law.				
<u>McGrath, Marie</u>	01/30/10	05/30/10	PDM	\$43.23
To perform English Assessment.				
<u>Pham, Diep</u>	01/30/10	05/30/10	PDM	\$43.23
To perform preceptor coordination for the Nursing Program.				
<u>Tayyar, Paul</u>	01/30/10	05/30/10	PDM	\$43.23
To perform as Honors coordinator.				

COUNSELORS FOR RE-ENTRY /CALWORKS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Allen, Timothy	01/30/10	05/30/10	UNT	\$65.55
Duenas, Yolanda	01/30/10	05/30/10	UNT	\$73.94
Lane, Andrea	01/30/10	05/20/10	UNT	\$69.66
Ngo, Michelle	01/30/10	05/20/10	UNT	\$73.94
York, Linda	01/30/10	05/20/10	OVR	\$72.00

COUNSELORS FOR ACADEMIC ADVISEMENT DURING SPRING SEMESTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dickerson, Karen	01/30/10	05/30/10	OVR	\$72.00
Duenas, Yolanda	01/30/10	05/30/10	UNT	\$73.94

01/20/10

Dumont, Stephanie	01/30/10	05/20/10	OVR	\$72.00
Hinton, Karen	01/30/10	05/20/10	OVR	\$72.00
Lane, Andrea	01/30/10	05/30/10	UNT	\$69.66
Ngo, Michelle	01/30/10	05/30/10	UNT	\$73.94
Nguyen, Jimmy	01/30/10	05/20/10	OVR	\$72.00
Nguyen, Tri Dinh	01/30/10	05/20/10	OVR	\$72.00
Rapp, Paula	01/30/10	05/30/10	UNT	\$73.94
Valenzuela, Yvonne	01/30/10	05/30/10	OVR	\$72.00
York, Linda	01/30/10	05/20/10	OVR	\$72.00

COUNSELORS FOR ACADEMIC ADVISEMENT DURING INTERSESSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Miller, Donald	01/04/10	01/29/10	INT	\$103.75
Olson, Tarin	01/04/10	01/29/10	INT	\$90.15

COUNSELORS FOR ACADEMIC ADVISEMENT TO EOPS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bush, Hoai-Huong	01/04/10	01/29/10	INT	\$93.85
Marchbank, Earnest	01/04/10	01/29/10	INT	\$93.85
	03/29/10	04/04/10	EXM	\$93.85
	01/30/10	05/30/10	OVR	\$72.00
Sambrano, Michelle	01/04/10	01/29/10	INT	\$83.28
	01/30/10	05/30/10	OVR	\$72.00
Terry, Russell	01/04/10	01/29/10	INT	\$103.75

BASIC SKILLS INITIATIVE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bouzar, Pete	01/30/10	05/30/10	PDM	\$43.23
Harris, Ryane	01/30/10	05/30/10	PDM	\$43.23
Moore, Sasha	01/30/10	05/30/10	PDM	\$43.23
Ullrich, Richard	01/30/10	05/30/10	PDM	\$43.23

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Babb, Susan	01/30/10	05/30/10	IUM	\$300.40	Theater Arts
Barua, Dibakar	01/30/10	05/30/10	IUM	\$1502.00	English
Best, Amanda	01/30/10	05/30/10	IUM	\$901.20	Visual Arts
Bouzar, Pete	01/30/10	05/30/10	IUM	\$1802.40	Mathematics
Boyer, Nancy	01/30/10	05/30/10	IUM	\$1201.60	ESL
Hyde, William	01/30/10	05/30/10	IUM	\$1652.20	Social Science
Jones, Barbara	01/30/10	05/30/10	IUM	\$1201.60	Comp Bus Appli
Kelly, Daria	01/30/10	05/30/10	IUM	\$1802.40	Life Science
Kramer, Bryan	01/30/10	05/30/10	IUM	\$600.80	Auto Tech
Lervold, John	01/30/10	05/30/10	IUM	\$901.20	Communication
Lopez-Rodriguez, A.	01/30/10	05/30/10	IUM	\$1201.60	World Language
Mucciari, Paula	01/30/10	05/30/10	IUM	\$300.40	Sign Language
Nielsen, Donavan	01/30/10	05/30/10	IUM	\$1201.60	Computer Science
Palmer, Theodore	01/30/10	05/30/10	IUM	\$1201.60	Arch/Draft/Engr/Floral
Quiroz, Victor	01/30/10	05/30/10	IUM	\$1802.40	Criminal Justice
Reyna, Edward	01/30/10	05/30/10	IUM	\$300.40	Cosmetology
Souto, Mark	01/30/10	05/30/10	IUM	\$1351.80	Physical Science
Woo, Mai-Ying	01/30/10	05/30/10	IUM	\$1201.60	Business

PRE-SEASON COACH

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Brazney, Suzanne	01/15/10	01/30/10	PDH	\$29.46	Softball

D'Alessandro, Michael	01/15/10	01/30/10	PDH	\$29.46	Men's Volleyball
Johnson, Timothy	01/15/10	01/30/10	PDH	\$29.46	Men's Volleyball
Kopp, Kyle	01/15/10	01/30/10	PDM	\$43.23	Women's Swim
Lawler, William	01/15/10	01/30/10	PDM	\$43.23	Men's Volleyball
Pierce, Lowell	01/15/10	01/30/10	PDM	\$43.23	Men's/Women's Track
Simpson, Matthew	01/15/10	01/30/10	PDH	\$29.46	Men's/Women's Track
Taylor, Scott	01/15/10	01/30/10	PDM	\$43.23	Men's Swim
Villarreal, Roberto	01/15/10	01/30/10	PDM	\$43.23	Baseball

COACHING STIPEND

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Kopp, Kyle	04/01/10	04/30/10	EXM	\$4477.00	Women's Swim
Lawler, William	04/01/10	04/30/10	EXM	\$4477.00	Men's Volleyball
Pierce, Lowell	04/01/10	04/30/10	EXM	\$4477.00	Men's Swim
Villarreal, Roberto	04/01/10	04/30/10	EXM	\$4477.00	Baseball

READER/EVALUATOR FOR THE ASSESSMENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Armendaris, Francesca	01/04/10	05/30/10	PDH	\$29.46
Barrett, David	01/04/10	05/30/10	PDM	\$43.23
Barua, Dibakar	01/04/10	05/30/10	PDM	\$43.23
Baumheckel, Kenneth	01/04/10	05/30/10	PDH	\$29.46
Cosand, Keisha	01/04/10	05/30/10	PDM	\$43.23
Crown, Kathryn	01/04/10	05/30/10	PDH	\$29.46
Dees, Van	01/04/10	05/30/10	PDM	\$43.23
Drum, Jean	01/04/10	05/30/10	PDH	\$29.46
Ewing, Diane	01/04/10	05/30/10	PDH	\$29.46
Galassi, Cecelia	01/04/10	05/30/10	PDM	\$43.23
Harris, Ryane	01/04/10	05/30/10	PDM	\$43.23
Hodjera, Eva	01/04/10	05/30/10	PDH	\$29.46
Lavarini, Theresa	01/04/10	05/30/10	PDM	\$43.23
Lundquist, John	01/04/10	05/30/10	PDM	\$43.23
McGrath, Marie	01/04/10	05/30/10	PDM	\$43.23
Moore, Sacha	01/04/10	05/30/10	PDM	\$43.23
Rami, Kiran	01/04/10	05/30/10	PDH	\$29.46
Remsburg-Shiroishi, E.	01/04/10	05/30/10	PDM	\$43.23
Revilla, Candace	01/04/10	05/30/10	PDH	\$29.46
Tarango, Abraham	01/04/10	05/30/10	PDM	\$43.23
Tayyar, Paul	01/04/10	05/30/10	PDM	\$43.23
Ulrich, Richard	01/04/10	05/30/10	PDM	\$43.23
Whitchurch, Charles	01/04/10	05/30/10	PDM	\$43.23

MATH ASSESSMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bouzar, Pete	01/30/10	05/30/10	PDM	\$43.23
Lloyd, Douglas	01/30/10	05/30/10	PDM	\$43.23

"iTUNES U" FACULTY PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Almy, James	01/30/10	05/30/10	PDM	\$43.23
Baker, Frank	01/30/10	05/30/10	PDM	\$43.23
Christie, Joan	01/30/10	05/30/10	PDH	\$29.46
Chu, Alice	01/30/10	05/30/10	PDM	\$43.23
Lehman, Deanna	01/30/10	05/30/10	PDM	\$43.23

Madrigal, Stella	01/30/10	05/30/10	PDM	\$43.24
Marten, Connie	01/30/10	05/30/10	PDH	\$29.46
Pacheco, Pamela	01/30/10	05/30/10	PDH	\$29.46
Sineri, Loretta	01/30/10	05/30/10	PDH	\$29.46
Wolzinger, Renah	01/30/10	05/30/10	PDH	\$29.46

LIBRARIAN TO PROVIDE REFERENCE SERVICES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cassens, Treisa	01/30/10	05/30/10	OVR	\$72.00
Daugherty, Seth	01/30/10	05/30/10	UNT	\$61.88
Garcia, Gonzalo	01/30/10	05/30/10	OVR	\$72.00
Head, Annie	01/30/10	05/30/10	UNT	\$73.94
Krause, Alana	01/30/10	05/30/10	UNT	\$61.88
Qbeirlin, Masumi	01/30/10	05/30/10	UNT	\$73.94
Palmier, Leslie	01/30/10	05/30/10	UNT	\$61.88
Peacock, Joyce	01/30/10	05/30/10	UNT	\$61.88
Ross, Roxana	01/30/10	05/30/10	OVR	\$72.00

NORTH AMERICAN RENEWABLE ENERGY TRAINING (NARET)

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cucurny, Marius	01/30/10	05/30/10	PDM	\$43.23
Hersh, Thomas	01/30/10	05/30/10	PDM	\$43.23

TO DEVELOP COURSE MODULES IN BLACKBOARD VISTA

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Boswell, Glen	01/21/10	05/30/10	PDM	\$43.23
Glassford, Guy	01/21/10	06/30/10	PDH	\$29.46
Glumace, Sean	01/21/10	06/30/10	PDH	\$29.46
Kramer, Bryan	01/21/10	06/30/10	PDM	\$43.23
Wolzinger, Renah	01/21/10	06/30/10	PDH	\$29.46

ORANGE COAST COLLEGESPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Adelmann, Daniel	08/31/09	05/30/10	PDM	\$43.23
To act as Coordination of Allied Health Program Expansion Grant.				
Arismendi-Pardi, E	02/03/10	02/04/10	PDM	\$43.23
To conduct workshop for faculty on APA format.				
Berta, Melissa	02/19/10	02/20/10	PDM	\$43.23
Giving a presentation to Faculty Academy participants.				
	01/21/10	01/29/10	EXM	\$87.04
To act as Title III Grant Faculty Coordinator.				
	05/01/10	05/30/10	PDM	\$43.23
To act as Title III Grant Faculty Coordinator.				
Baltes, Christine	02/02/10	05/30/10	EXH	\$29.46
To act as Pilates leader for the Wellness Program.				
Cabanel-Bleuer, Denise	01/21/10	01/22/10	PDM	\$43.23
To update department materials.				
Hansen, Beth	02/01/10	02/28/10	PDH	\$29.46
Will produce and direct "Opera Magnifico," "An Evening Chat with Walt, II" and "An Evening of Broadway."				
Heavern, Irene	01/21/10	01/22/10	PDM	\$43.23
To write accreditation planning and practices manual.				
Komenda, Virginia	02/03/10	02/04/10	PDH	\$29.46
To conduct workshop for Reading, Responding to Prompts and Writing About Research Using MLA.				

Kraft, Richard	12/01/09	05/30/10	PDM	\$43.23	
To curate photo gallery exhibitions.					
Monahan, Georgie	01/21/10	01/29/10	PDM	\$43.23	
Coordinating peer review process.					
	01/22/10	01/23/10	PDM	\$43.23	
Giving a presentation on Syllabi that Work for You at the New Faculty Orientation.					
Pettus, Candice	01/22/10	01/23/10	PDM	\$43.23	
Giving a presentation on Campus Technology at the New Faculty Orientation.					
Quinn, Christopher	02/04/10	05/30/10	PDM	\$43.23	
To act as Martial Arts leader for the Wellness Program.					
Sweesy-Barger, Millie	02/01/10	05/30/10	PDH	\$29.46	
To act as Fitness leader for the Wellness Program.					
Thornton, Michael	01/30/10	05/30/10	PDH	\$29.46	
To coordinate an athletic alumni outreach program for the Physical Education & Athletics division.					

INTERSESSION TEACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Henry, Lorraine	01/04/10	01/29/10	INT	\$108.94	RADT
Myers, Joy	01/04/10	01/29/10	INT	\$82.47	Dental Asst
Pham, Hue	01/04/10	01/15/10	INT	\$105.80	Counseling
Reber-Bonhall, Cynthia	01/04/10	01/29/10	INT	\$87.04	DMS
Sachs, Loren	01/04/10	01/29/10	INT	\$89.32	RADT

COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Spencer, Steve	01/21/10	01/29/10	PDM	\$43.23	Men's Basketball
Thornton, Michael	01/21/10	01/29/10	PDH	\$29.46	Women's Basketball

PEER REVIEW PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Berta, Melissa	01/21/10	01/29/10	PDM	\$43.23
Colvin, Diane	01/21/10	01/29/10	PDM	\$43.23
Felts, Karen	01/21/10	01/29/10	PDM	\$43.23
Foster, Rodney	01/21/10	01/29/10	PDM	\$43.23
Golden, Jill	01/21/10	01/29/10	PDM	\$43.23
Heavern, Irene	01/21/10	01/29/10	PDM	\$43.23
Kuo, Daniel	01/21/10	01/29/10	PDM	\$43.23
Marcina, Vesna	01/21/10	01/29/10	PDM	\$43.23
Monahan, George	01/21/10	01/29/10	PDM	\$43.23
Pettus, Candice	01/21/10	01/29/10	PDM	\$43.23

COUNSELING DURING INTERSESSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Duong, Nghia	01/04/10	01/29/10	INT	\$103.76
Guillen, Denia	01/28/10	01/29/10	INT	\$66.34
Hogue, Steven	01/04/10	01/20/10	INT	\$90.55
Jackson, Nicolette	01/13/10	01/14/10	INT	\$103.76
Marron, Elias	01/04/10	01/29/10	INT	\$97.15
Nguyen, Jessica	01/04/10	01/29/10	INT	\$79.39
Pham, Hue	01/04/10	01/15/10	INT	\$105.80
Plum, Caryn	01/04/10	01/29/10	INT	\$69.66
Tom, Eileen	01/05/10	01/13/10	INT	\$64.62
Traver, Maria	01/04/10	01/29/10	INT	\$68.06
Weber, Daniel	01/04/10	01/29/10	INT	\$61.88
Wickremesinghe, M.	01/04/10	01/29/10	INT	\$85.26

Overload assignments for the following GWC Administrator/faculty instructing students at the police academy, during the period **01/30/10 to 05/30/10**, to be a maximum of \$72.00/hr, based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed 54 hours for Spring semester.

Faculty
Bach, Michael
Quiros, Victor
Watkins, Derrick

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:

GWC

<u>Name</u>	<u>LHE</u>
Hinton, Karen	3.00
Nguyen, Jimmy	1.00
Sambrano, Michelle	2.00
Valenzuela, Yvonne	3.00
04/05/10-05/30/10	3.00

Overload assignments for the following librarians, 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 **11/02/09 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>
Oviatt, Vinta	0.44

Overload assignments for the following GWC cosmetology instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **10/19/09 to 12/20/09**. 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:

<u>Name</u>	<u>LHE</u>
Holland, Jon	0.33

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:

GWC

<u>Name</u>	<u>LHE</u>
Almy, James	4.66

Amen, Tom	6.80
Babb, Susan	4.80
Bach, Michael	6.00
Baird, Larry	4.75
Baker, Frank	4.66
Bales, Bruce	2.40
Barrett, David	0.13
Barua, Dibakar	5.00
Best, Amanda	7.60
Bishop, Joyce	4.50
Bouzar, Pete	8.00
Bowlby, Margot	6.00
Boyer, Nancy	1.20
Brodie, Nanette	0.10
Brownell, Beverley	5.77
Broyles, Zhenghong	5.11
Bush, Hoai-Huong	5.75
Call, Gail	2.00
Carle, Spencer	1.50
Carmel, Diana	6.00
Carrie, Dennis	0.34
Carter, Warren	4.60
Chambliss, Tasha	
01/19/10-03/19/10	1.17
03/22/10-06/05/10	1.17
Chapman, Nina	4.50
Ching, Berlynn	1.55
Chovan, Maria	4.50
Christie, Joan	
01/19/10-03/19/10	2.00
03/22/10-06/05/10	2.00
Chu, Alice	5.50
Conley, Brian	6.60
Cosand, Keisha	1.00
Cucurny, Marius	6.25
Dees, Van	0.67
Drover, Christopher	4.50
Ebert, Darrell	7.60
Egan, Catherine	6.00
Florane, Michele	
01/19/10-03/19/10	2.00
03/22/10-06/05/10	2.00
Galassi, Cecilia	1.00
Garcia, Gonzalo	1.00
Gibson, Ronald	2.00
Gilpin, Bernard	6.50
Goldstick, Deborah	3.77
Green, Katherine	2.66
Grimes, Carol	1.00
Grint, Jayne	3.55
Hamilton, Chris	9.00
Hareison, Karen	5.23
Harris, Ryane	3.00
Hashimoto, Rumi	4.22
Hausey, Collette	9.83
Hersh, Thomas	5.06

01/20/10

Hils-Williams, Jacqueline	7.06
Hoang, Antony	5.50
Holland, Jon	
01/19/10-03/19/10	1.67
Ibranossian, Agatha	8.00
Isonio, Steve	3.75
Keegan, Mary Kay	5.77
Kelly, Darla	4.50
Klein, Valerie	3.75
Kopp, Kyle	2.00
Kubis, Thomas	1.03
Lavarini, Theresa	3.50
LaMantia, MaryLynne	4.50
Lawler, William	6.00
Lehmann, Deanna	7.50
Lindsay, Donald	6.50
Lloyd, Douglas	6.50
Lopez-Rodriguez, Americo	3.00
Lundquist, John	5.00
Marino, David	8.50
McGrath, Marie	1.20
Mikelson, Louis	4.66
Miller, Stephen	4.00
Miyadi, Barbara	4.55
Moore, David	4.50
Mucciario, Paula	6.00
Nguyen, Divya	3.00
Nielsen, Donovan	5.50
Palmer, Theodore	2.67
Pascoe, Kimberly	6.00
Pham, Diep	1.66
Pizano, Veronica	7.00
Plaster, Nikki	1.00
Potts, Eva	4.77
Ramm Engle, Martha	7.80
Rangel, Amy	0.66
Reck, James	1.50
Remsbury-Shiroishi, Elizabeth	1.00
Restelli, Diane	1.56
Reyna, Edward	
01/19/10-03/19/10	1.67
Robbins, James	3.05
Rojas, Cheryl	3.77
Rosales, Evangelina	
01/19/10-03/19/10	2.17
03/22/10-06/05/10	2.17
Sekins, Denise	0.66
Smith, Jane	
01/19/10-06/05/10	6.00
Souto, Mark	2.66
Speakman, Teresa	3.33
Stein, Konrad	4.50
Sykes, Elizabeth	
01/30/10-05/30/10	2.48
01/30/10-03/28/10	2.23
Tarango, Abraham	2.00

01/20/10

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Ternes, Linda	4.00
Terry, Russell	3.00
Thorne, Clyde	
01/30/10-05/30/10	6.00
04/05/10-05/30/10	3.00
Tortolano, James	0.30
Treadwell, Gary	4.34
Ullrich, Richard	4.40
Vail, Travis	1.66
Watkins, Derrick	4.50
Whitchurch, Charles	0.33
Wight, Gregory	5.00
Wilkinson, Ronald	5.00
Woo, Mai-Ying	5.00
Wood, Rose	0.50

2. Substitute Faculty

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

Coastline College Harrington, Julie

Golden West College

Fall 2009 Artemova, Alina McCarthy, Robin

Spring 2010 Brownlee, Diane Daugherty, Seth Head, Anne Hernandez, Lia Krause, Alana Oberlin, Masumi Palmer, Leslie Peacock, Joyce Siddiqi, Catherine Wilson, Mary

Orange Coast College

Fall 2009 Blasius, Mary Jones, Joyce Nguyen, Kelly Perkins, Marc Sanchez, Sandra

3. Full time Faculty

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Assignments are only for the time period specified or the hours per week as stated (multiple statements indicate two or more separate assignments). Salary placement may be revised upon presentation of evidence of additional education and/or experience:

Revision to Previous Board ActionTemporary Faculty

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>End Date</u>	<u>Plcmt</u>
Boswell, Glen	GWC	Instructor, Automotive Tech	05/30/10*	A-V-07

*Extend end date from 12/20/09.

4. Part time FacultySPRING

Assignments during the period **01/30/10-05/30/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Barnes, Ralph	3.000
Bouley, Harold	0.500
Bund, Stefan	7.500
Candelaria, Patricia	0.500
Carpenter, Linda	7.000
DeWitt, Megan	3.000
Dong, Edward	3.000
Elbetter, Jihad	3.000
Estrada, Maria	3.000
Flores, Robert	3.000
Gill, Tina	4.500
James, Scott	6.000
Kobata, Sarah	3.000
Kuang, Jessica	5.000
Mann, Claire	6.000
McLaughlin, Marta	3.000
Mielke, Tammy	3.000
Nguyen, Scott	9.000
Petri, Michael	3.000
Proppe, Jean	6.000
Shiring, Richard	3.000
Siefkes, Ashlie	3.000
Smith, Tamara	3.000
Steddum, Michelle	3.000
Terry, Brenda	6.750
Villalobos, Jose	5.000
Walker, Alan Kirk	3.000

Walker, Heather	3.000
Yaron, Sharon	7.375
Yee, Lauren	3.000

Golden West College

<u>Name</u>	<u>LHE</u>
Abella, Dori	6.520
Aispuro, Enrique	5.380
Araujo, Lance	3.250
Baitoo, Hilda	3.670
Bitting, Kennieth	3.000
Bock, Gretchen	3.750
Bogart, Dennis	9.940
Bon, Denise	3.000
Boinemann, Chung	5.260
Cantus, Jason	7.500
Caterina, Amy	3.670
Cavin, Andre	7.500
Chandra, Jyoti	9.630
Cohen, Herbert	8.750
Collins, Michael	3.000
Conrad, Robert	3.000
Cooper, Paz	5.260
Cordiero, Judy	8.380
Cunningham, Christopher	9.340
Davidson, Matthew	3.000
Duarte, Raul	4.880
Farazdaghi, Franzane	6.000
Farrell, Donna	1.000
Folayan, Elaine	8.000
Follin, Stella	1.500
Foster, Ed	9.000
Foster, Lara	6.000
Gagne, Patrick	3.670
Galbraith, Milton	3.000
Glassford, Carl	1.500
Glumace, Sean	9.010
Gomez-Holbrook, Angela	9.760
Goodman, Michael	8.000
Gorrie, Kirk	8.000
Gottesman, Judith	4.000
Grane, Barbara	1.980
Graves, Buchansha	7.880
Hare Jr, William	3.670
Hawk, Jennifer	8.000
Henderson, Heather	1.500
Hendix, Jeffrey	4.470
Herron, Mark	8.000
Higgins, Michael	4.000
Hodjera, Eva	8.500
Holland, Karen	8.000
Hostetter, Darren	9.000
Hsiao, John	7.000
Hughes, Mary-Linn	3.670
Hunter, Ella	4.000

Janke, Kelly	6.000
Jasser, Mais	3.000
Jimmons, Charlotte	7.880
Johnson, Douglas	3.000
Jones, Michele	2.000
Josifek, Jami	4.000
Kabaji, Noha	8.000
Kaiser, Mifanwy	4.000
Kelly, Aaron	8.000
Kent, Arthur	7.500
Khakbazan, Maryam	5.000
Kim, Ellen	4.000
Kubis, Jon-Michael	8.150
Kyselka, Rita	3.660
Leggitt, Angeli	8.670
Lewin, Stephen	9.501
Liu, Shin	5.350
Long, Barbara	2.130
Lujan, George	9.000
Mack, L. Joeline	4.160
Mahmood, Hassan	7.340
Mariahazy, Laszio	3.000
Marucci, Joseph	3.000
Mazzarella, Jillian	1.630
McClain, Sunshine	3.000
McKeachie, Ryan	6.000
Mushet, Linda	8.260
Ormes, Guy	3.000
Orwig, Bernice	1.500
Penna, Michael	5.250
Pham, Duong Cao	2.880
Pham, Khanhvan	2.880
Poole, John	4.500
Rami, Kiran	5.500
Rapp, Paula	1.500
Retardo, Kathy	6.500
Sanford, Rose	3.000
Savard, Hale	0.750
Selman, Matthew	2.250
Sillings, Donald	3.000
Sineri, Loretta	7.340
Singhai, Satish	8.250
Snedeker, Mary	6.500
Snodgrass, Terrance	3.000
Sommano, Miriam	5.630
Sprague, Jane	3.000
Stansbury, Charles	7.000
Tan, Jennifer	2.250
Thompson, Chris	2.250
Tran, Tammie	3.000
Tsai, Mike	3.670
Tumbas, Nancy	3.000
Tyberg, John	3.000
Villalpando, Erica	1.780
Walker, Heather	3.000
Ward, Sheryl	3.500

Grane, Barbara	2.000
Grooms, Mark	6.000
Guarino Jr, Anthony	6.750
Guerra, Jorge	4.000
Haeri, Shadi	6.750
Hall, Robert	3.000
Hamilton, Julie	3.000
Hancock, Robert	5.000
Hanton, Barbara	5.250
Harkins, Michael	8.750
Hellman, Amy	7.125
Herman, Allen	4.750
Hietschold, Julia	6.124
Hoang, Thanh	7.000
Hobbs, Eric	2.750
Hockman, Anna	4.500
Hoffman, Jack	10.000
Hollinden, Mike	3.000
Hossenini, Mansour	4.500
Hostetler, Sheila	9.000
Hunkle, Greg	3.000
Itzen, Jana	9.000
Johnson, Douglas	5.000
Kaufmann, Laura	8.000
Kelly, James	3.000
Kelley, Maya	2.000
Kerins, John	7.500
Khakbazan, Maryam	4.000
Khizhnyak, Aleksandra	4.000
Khwaja, Ziauddin	4.000
Klammer, Karen	9.000
Knauer, Mary	2.250
Kodama, Fredra	6.000
Koui, Cynthia	7.000
Kroll, Stephen	3.000
Kushin, Miles	6.625
Kuznetsov, Kira	5.000
Lam, Jenny	1.000
Larnard, Howard	1.500
Lee, Robert	9.125
Lenanton, John	4.250
Lindquist, Robert	9.000
Luengas-Rivera, Jackeline	3.000
Madsen, Brenda	4.500
Manuck, Richard	6.250
Margolin, Cathryn	8.750
Martin, Shana	4.500
Mathison, Sally	6.375
McHugh, Denise	4.000
McLaughlin, Jane	9.000
McMorrow, Patrick	3.000
Meadows, Arnold	9.000
Meola, Frank	5.000
Milner, Jeffrey	5.000
Moniz, Pam	4.500
Nerad, Patrick	8.625

Nguyen, Catherine	4.000
Nguyen, Huy	6.000
Nguyen, Pierre	9.000
Nowroozi, Nakisa	2.250
Palmer, Jeffrey	7.936
Pankhurst, Paul	3.000
Peters, Jennifer	6.000
Pham, Anh Mai	7.000
Pham, Lan	6.000
Pinnick, David	4.750
Pirona, Diego	5.250
Plisco, David	9.000
Plum, Caryn	3.000
Pogosian, Paul	3.000
Price, Jack	3.000
Pullman, Lori	4.250
Radford, Shirley	4.304
Ramazan, Kevin	4.750
Richie, Morgan	9.000
Rivera Junior, Francisco	3.000
Robertson, Susan	3.000
Rojas, Santos	9.000
Rozak, Richard	5.000
Sanchez, Sandra	9.750
Scholz, Suzanne	3.000
Shah, Ahmad	5.750
Sharma, Upsana	8.375
Silva, Francis	3.000
Sims, James	5.250
Simpson-Rodgers, Nii Boye	4.000
Snyder, Lisa	9.875
Stanich, Sandra	7.500
Stead, Joseph	1.500
Stoneking, Joyce	6.000
Taba, Khalil	8.000
Tan, Jennifer	6.000
Taylor, Daniel	4.250
Tovar, Ana	3.000
Tran, Hoa	4.000
Tréss, Marguerite	10.000
Urbien, Darrell	6.000
Valdez, Ediberto	3.000
Vanry, Mike	8.250
Varga, John	10.000
Vargas, Benjamin	9.000
Visco, Lisa	5.375
Weber, Daniel	2.000
Wells, Julie	7.750
Wilson, Eric	4.000
Winston, Rachel	4.500
Woodward, Gerald	4.050
Young, Ronald	9.000
Zachwieja, Thomas	6.750
Zaidi, Masood	5.000

FALL

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

Golden West College

<u>Name</u>	<u>LHE</u>
Abella, Dori	1.310
Sales Jr, Efren	5.250

Orange Coast College

<u>Name</u>	<u>LHE</u>
Dahl, Wendy	1.000

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2009-10 school year for the period **12/07/09-06/30/10**, not to exceed 498 hours:

Burgess, Ronald

5. Educational Administrator

In accordance with Board policies and procedures, the following academic administrative staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Assignments are only for the time period specified or the hours per week as stated (multiple statements indicate two or more separate assignments). Salary placement may be revised upon presentation of evidence of additional education and/or experience:

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Plcmt</u>
Kerwin, Jr., William	OCC	Dean, Business, Computing, & Career Services	02/01/10	01/31/11	D-32-04

6. Classified Management

None.

7. Classified Staff

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

Classified Promotions, New Hires and Rehires

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Campbell, Rosalind	OCC	Student Financial Aid Accounting/Fiscal Specialist	01/21/10	E-52-02	O-008-10
Chung, Cidney	GWC	Secretary	01/25/10	E-42-05	G-004-10
Gonzalez, Fernando	OCC	Title III Staff Assistant	01/21/10	E-52-03	O-005-10
Zaki, Sohair*	OCC	Seaport Learning Mgmt System Analyst/Programmer	01/25/10	E-64-01	C-002-10

01/20/10

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*External recruitment.

Revision to Previous Board Action

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Drake, Rena	OCC	Workforce Specialist	11/30/09	E-46-02*	C-007-10

*Revise step.

8. Reclassification and Reorganization/Reassignment

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Ogaz, Rebeca	OCC	Supervisor, Disabled Students Program & Services G-16-09	Campus Human Resources Analyst E-58-05	01/21/10
Yoshida-Peer, Noreen	GWC	Staff Assistant, Senior E-54-05	Div/Area Special Assignment-Admin Coordinator E-52-05	01/21/10

9. Classified Temporary Assignments

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

Classified

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Kech, Eunice	OCC	Accounting Assistant 2	Special Assignment	01/21/10	03/31/10	E-42-05

Revisions to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Aguillon, Jessica	OCC	Child Care Assistant	Child Development Specialist	Extend end date from 12/31/09 to 03/31/10	E-41-05
Burton, Adrienne	GWC	Student Financial Aid Supervisor	Special Assignment	Extend end date from 12/30/09 to 03/31/10	G-15-05
Campbell, Rosalind	OCC	Student Fin Aid Acct Fiscal Spec	Special Assignment	Extend end date from 12/31/10 to 01/20/10	E-52-05
Dutro, Chastity	OCC	Athletic Equipmt Manager	Special Assignment	Extend end date from 12/31/09 to 03/31/10	E-47-05
Fonseca, Frank Jr	OCC	Groundskeeper Lead	Special Assignment	Extend end date from 02/28/10 to 05/31/10	E-50-05
Kech, Eunice	OCC	Acctg Asst 1	Special Assignment		
Key, Randy	OCC	Energy Mgmt Coordinator	Systems Analyst 2	Extend end date from 12/31/09 to 03/31/10	E-69-05
Mihatov, Steven	OCC	Information Sys Technician Sr	Director, Computer Services	Extend end date from 01/22/10 to 04/30/10	G-24-05
Recalde, Edwina	OCC	HR Specialist	Campus HR Analyst	Extend end date from 12/31/09 to 03/31/10	E-58-01
Sanchez, Jorge	OCC	Maintenance Skilled	Maintenance Lead	Extend end date from 12/31/09 to 03/31/10	E-53-05
Schindler, David	OCC	Groundskeeper 3	Groundskeeper Lead	Extend end date from 12/31/09 to 03/31/10	E-50-05
Shaffer-Brown, Eva	OCC	Student Activities Assist	Special Assignment	Extend end date from 12/31/09 to 03/31/10	E-44-05
Wakim, Anis	OCC	Instructional Food Srvc Coord	Staff Specialist	Extend end date from 01/31/10 to 04/30/10	E-50-05

10. Hourly Staff

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

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Ho, Phuong	CCC	01/21/10	06/30/10	120157-856652	M,T,W,TH,F
	CCC	01/21/10	06/30/10	120155-854201	M,T,W,TH,F
Johnson, Joshua	CCC	01/21/10	06/30/10	120010-850101	M,T,W,TH,F
Miles, Susan	CCC	01/21/10	06/30/10	818030-879910	M,T,W,TH,F
Munoz, Suyapa	CCC	01/21/10	06/30/10	120157-856652	M,T,W,TH,F
	CCC	01/21/10	06/30/10	120155-854201	M,T,W,TH,F
Ngo, Khoa	GWC	01/21/10	06/30/10	813005-381202	M,T,W,TH,F
Raines, Robin	GWC	01/21/10	06/30/10	813005-381202	M,T,W,TH,F
Saccoccio, Mary	DIST	01/21/10	06/30/10	110001-160700	M,T,W,TH,F
Thompson, Barbara	CCC	02/01/10	06/30/10	818030-801204	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Battistelli, L'Oreal	CCC	01/21/10	06/30/10	818020-830000	M,T,W,TH,F
Dionne, Michael	CCC	01/21/10	06/30/10	812035-210402	M,T,W,TH,F
Dip, Terry	CCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	CCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Gibian, Reid	CCC	01/21/10	06/30/10	812035-210802	M,T,W,TH,F
Le, Tuyen	CCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	CCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Little, Jason	CCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	CCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
McCune, Susan	CCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	CCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	CCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F

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McGaughey, Christen	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Nguyen, Trang	OCC	01/21/10	06/30/10	120176-251030	M,T,W,TH,F
Nunez, Vincent	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Redford, Rebecca	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Sabins, Anthony	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Sanchez, Salvador	OCC	01/21/10	06/30/10	110001-847406	M,T,W,TH,F
Snipes, Phillip	GWC	02/01/10	06/30/10	110001-347201	M,T,W,TH,F
Tafoya, Matthew	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Tyberg, John	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Vu, Nga	OCC	01/21/10	06/30/10	110001-201501	M,T,W,TH,F
Warrick, Monica	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	M,T,W,TH,F
Wetzstein, Jake	OCC	02/01/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	02/01/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	02/01/10	06/30/10	120176-251030	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Pham, Ngoc	GWC	01/21/10	06/30/10	110001-385303	S,SU
Saracini, Laura	OCC	01/11/10	06/30/10	110001-212100	M,T,W,TH,F
Zecua Garza, Rene	GWC	01/21/10	06/30/10	110001-385303	S,SU

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>
Arum, Bernard	GWC	01/21/10	06/30/10	110001-324104	M,T,W,TH,F
Chan, Elizabeth	CCC	01/21/10	06/30/10	818030-871020	M,T,W,TH,F
Chen, Eric	CCC	01/21/10	06/30/10	818030-820541	M,T,W,TH,F
Johnson, Timothy	GWC	01/21/10	06/30/10	813010-389806	M,T,W,TH,F
Nikoo, Malek	CCC	01/21/10	06/30/10	818030-820541	M,T,W,TH,F
Paul, Larry	CCC	01/21/10	06/30/10	110001-847201	M,T,W,TH,F
	CCC	01/21/10	06/30/10	818030-879910	M,T,W,TH,F
Ratelle, Ryan	CCC	01/21/10	06/30/10	812035-212805	M,T,W,TH,F
Zuhiga, Karla	CCC	01/21/10	06/30/10	124044-259300	M,T,W,TH,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>
Dinh, Hien	CCC	11/15/09	06/30/10	812035-249201	M,T,W,TH,F
Dockery III, William	CCC	12/14/09	01/29/10	120010-850101	M,T,W,TH,F
Winthers, Lauren	CCC	12/14/09	01/29/10	120010-850101	M,T,W,TH,F

11. 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

Garcia, Tracey
Gonzalez, Elizabeth
Guadarrama, Cendy
Hansmann, Caroline
Ly, Nancy
Miller, Dustin
Moody, Trevor
Ortiz, Alixandria
Rose, Aysah
Schrock, Mark

12. Clinical Advisor/Summer

None.

13. Medical Professional Hourly Personnel

None.

14. Student Workers

01/20/10

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

Coastline College

Lyons, Jeffrey
Nguyen, Van

Golden West College

Siewe, Jocelyne
To, Adam
Tran, Quyen

Orange Coast College

Duong, Dzuy
Nelson, Julie
Phan, Tung
Severson, James
Stetson, Scott
Torres, Alex
Tran, Elise
Wren, James

Appendix B

Board of Trustees Meeting, 20 January 2010: CFE Report

CFE supports the current hiring freeze in the district, and supports an internal process to fill positions that are deemed necessary to replace. But the hiring freeze has only recently begun, and we are unclear of the details of how it works.

We have five questions:

1. What is the process to determine which of the open positions will be filled internally by a current district employee?
2. How is the opportunity to apply for these internal positions communicated to district employees?
3. Who develops the position announcements?
4. How are the search and selection committees being formed? Who is on them?
5. Are these permanent positions, interim positions, temporary positions, or what exactly?



**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.	April 21, 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	8/19/09	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
6	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 Board Discussion.	February 17, 2010	P
7	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. Invite Trustees to Friday meeting concerning Common Course Numbering.	March 17, 2010	P
8	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	March 3, 2010	P
9	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	Status report due February 3, 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
				Graduation Initiative.		
10	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	March 17, 2010	P
11	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
12	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
13	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	
14	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
15	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

Diversity Data

February 3, 2010

District Office of Human Resources
Joseph N. Quarles, Ed.D.





District Office of Human Resources

Diversity Report - Fall 2009

Educational Administrators

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	3	1	4	0	0	39	1	0	22	31	53
9.43%	5.66%	1.89%	7.55%	0.00%	0.00%	73.58%	1.89%	0.00%	41.51%	58.49%	

Tenured/Tenure Track Faculty

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
37	16	1	51	3	3	347	15	1	244	230	474
7.81%	3.38%	0.21%	10.76%	0.63%	0.63%	73.21%	3.16%	0.21%	51.48%	48.52%	

Part-Time Faculty

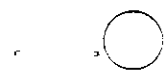
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
116	17	12	80	5	4	782	26	1	566	477	1,043
11.12%	1.63%	1.15%	7.67%	0.48%	0.38%	74.98%	2.49%	0.10%	54.27%	45.73%	

Classified Management

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	4	1	10	0	0	73	2	1	53	43	96
5.21%	4.17%	1.04%	10.42%	0.00%	0.00%	76.04%	2.08%	1.04%	55.21%	44.79%	

Classified Support

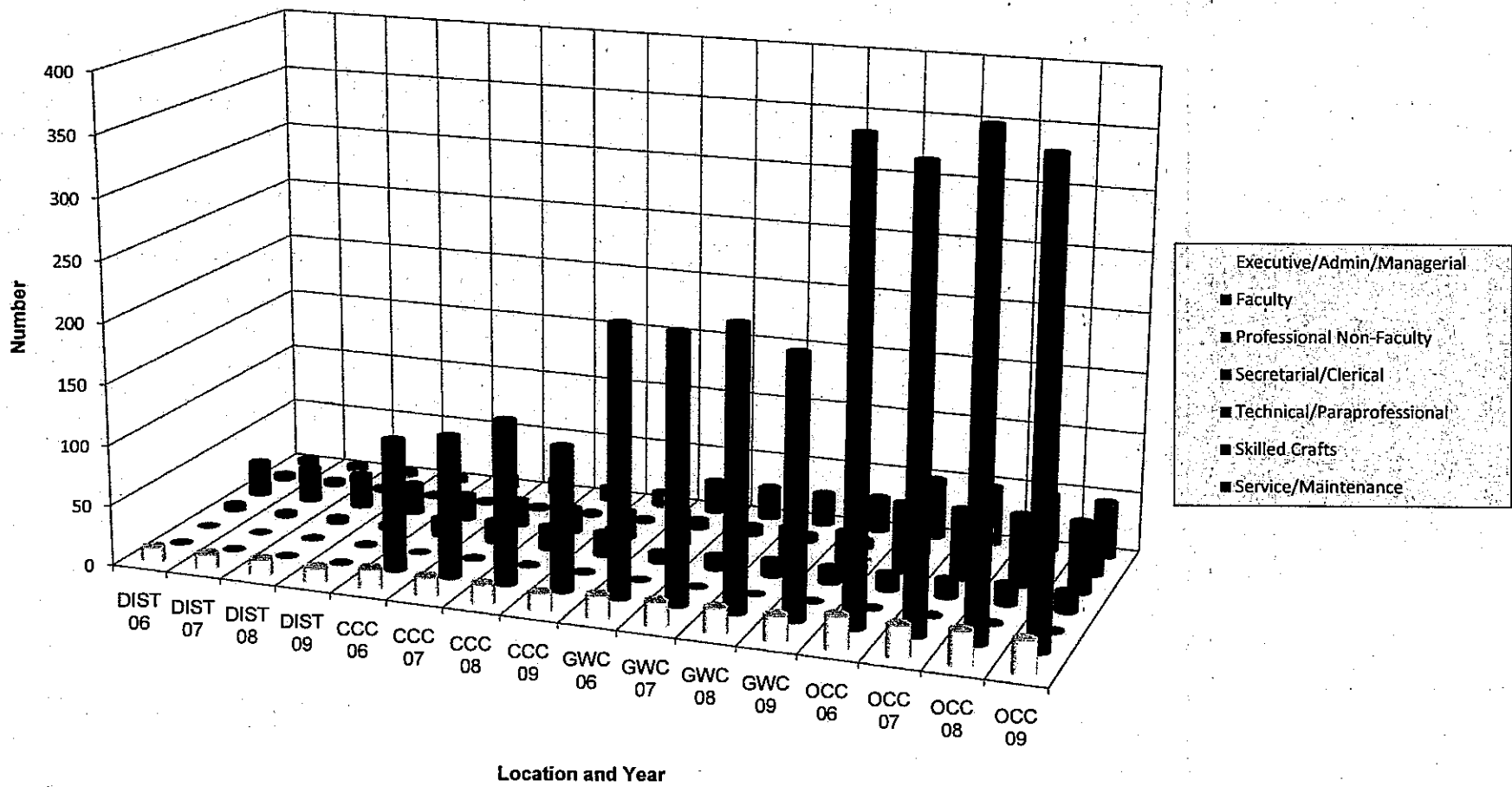
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
146	17	15	175	3	10	406	34	4	503	307	810
18.02%	2.10%	1.85%	21.60%	0.37%	1.23%	50.12%	4.20%	0.49%	62.10%	37.90%	



Men

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 06	CCC 07	CCC 08	CCC 09	GWC 06	GWC 07	GWC 08	GWC 09	OGC 06	OGC 07	OGC 08	OGC 09
Executive/Admin/Managerial	12	12	13	12	17	13	13	15	20	20	20	21	27	26	28	27
Faculty	0	0	0	0	109	117	135	119	22	22	23	21	383	366	396	379
Professional Non-Faculty	0	0	1	1	0	1	1	1	0	0	0	0	1	1	1	1
Secretarial/Clerical	5	3	4	4	15	13	13	19	11	11	11	14	14	15	17	17
Technical/Paraprofessional	29	29	28	25	21	22	20	23	19	20	20	23	58	58	59	59
Skilled Crafts	4	4	3	2	2	2	2	2	7	7	5	6	13	12	13	15
Service/Maintenance	5	5	5	5	10	13	11	12	25	27	27	29	50	49	48	47

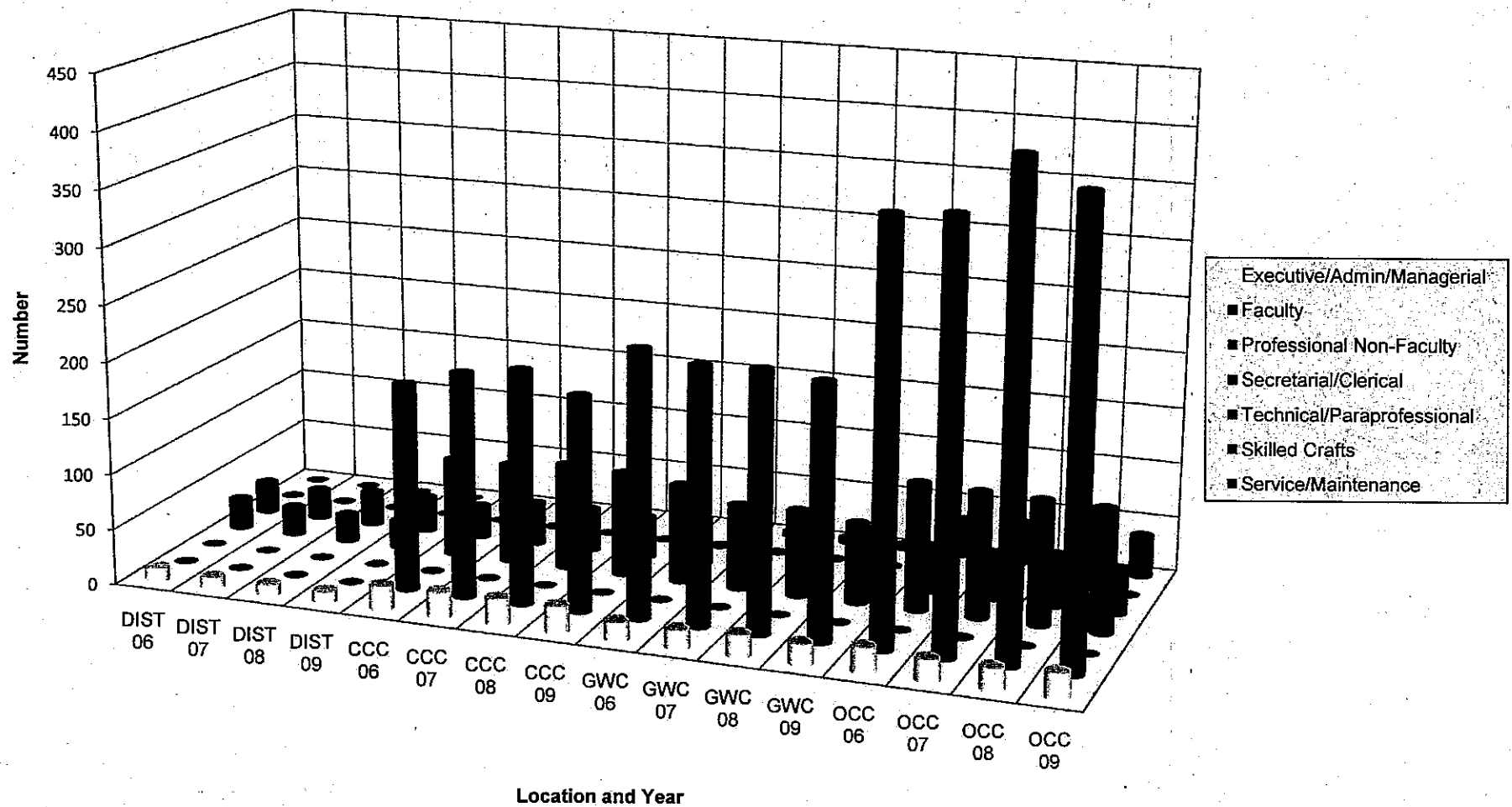
Men



Women

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 05	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09
Executive/Admin/Managerial	12	10	10	10	22	23	24	24	22	17	20	19	23	20	20	23
Faculty	0	0	0	0	186	201	209	192	187	179	221	216	370	374	426	401
Professional Non-Faculty	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Secretarial/Clerical	28	26	25	25	89	90	93	94	88	77	73	73	115	113	112	111
Technical/Paraprofessional	29	27	31	32	30	34	33	38	32	27	21	22	42	43	48	42
Skilled Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	0	0	0	0	1	2	3	2	1	0	0	0	35	38	41	39

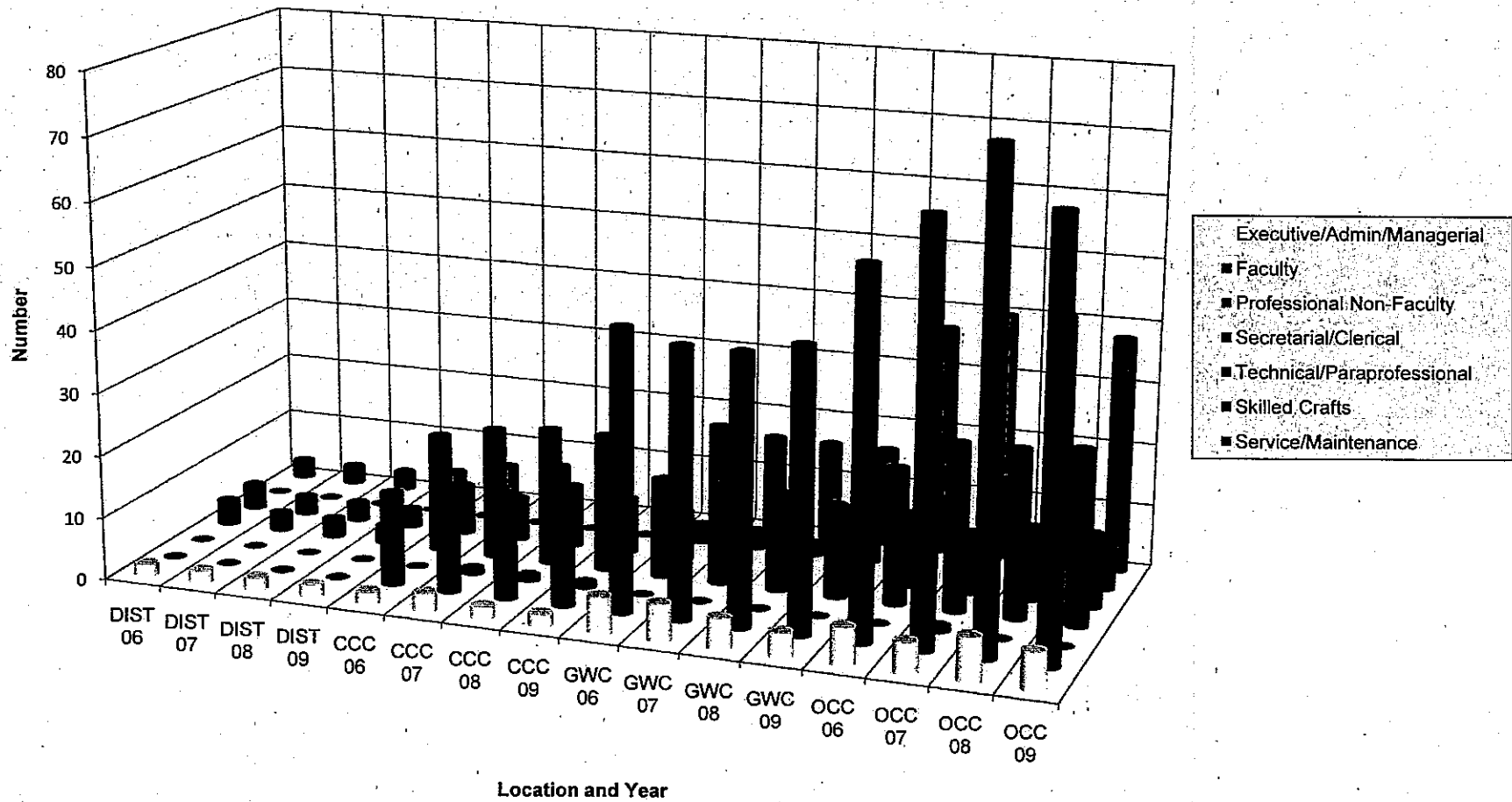
Women



Hispanics/Latinos

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09
Executive/Admin/Managerial	2	2	2	2	2	3	2	2					6	5	7	6
Faculty	0	0	0	0	13	13	17	18					53	66	77	63
Professional Non-Faculty	0	0	0	0	0	1	1	1					0	1	0	0
Secretarial/Clerical	4	3	3	3	19	21	22	22					22	27	27	23
Technical/Paraprofessional	4	3	3	3	8	7	10	9					12	10	12	12
Skilled Crafts	0	0	0	0	0	0	0	0					5	6	5	8
Service/Maintenance	3	3	3	4	6	7	6	7					37	40	41	38

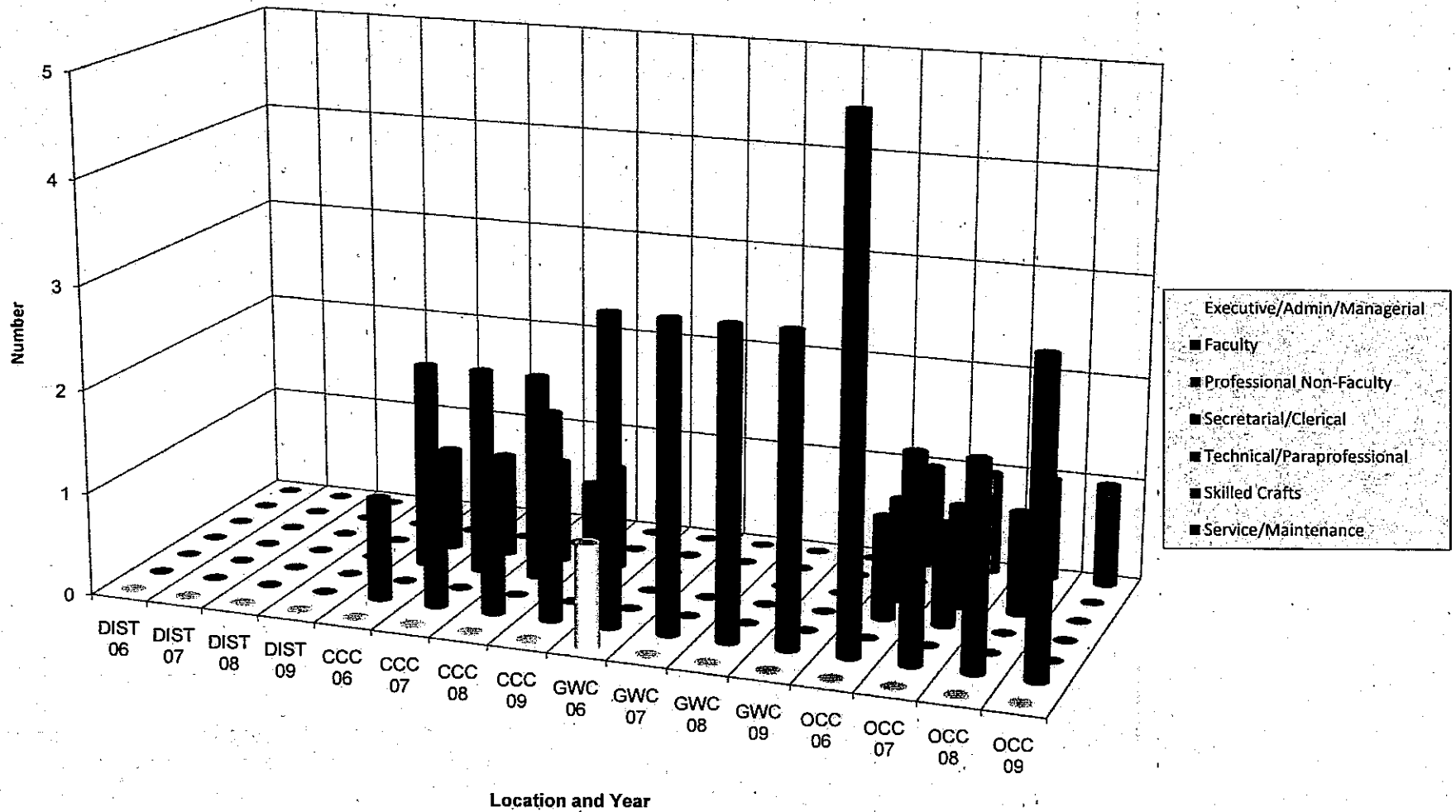
Hispanics/Latinos



American Indian or Alaskan Native

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	OGG 06	OGG 07	OGG 08	OGG 09	OGG 06	OGG 07	OGG 08	OGG 09	OGG 06	OGG 07	OGG 08	OGG 09
Executive/Admin/Managerial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Faculty	0	0	0	0	1	1	1	2	0	0	0	0	5	2	2	3
Professional Non-Faculty	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Secretarial/Clerical	0	0	0	0	2	2	2	1	0	0	0	0	1	1	0	0
Technical/Paraprofessional	0	0	0	0	1	1	1	1	0	0	0	0	1	1	1	0
Skilled Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1

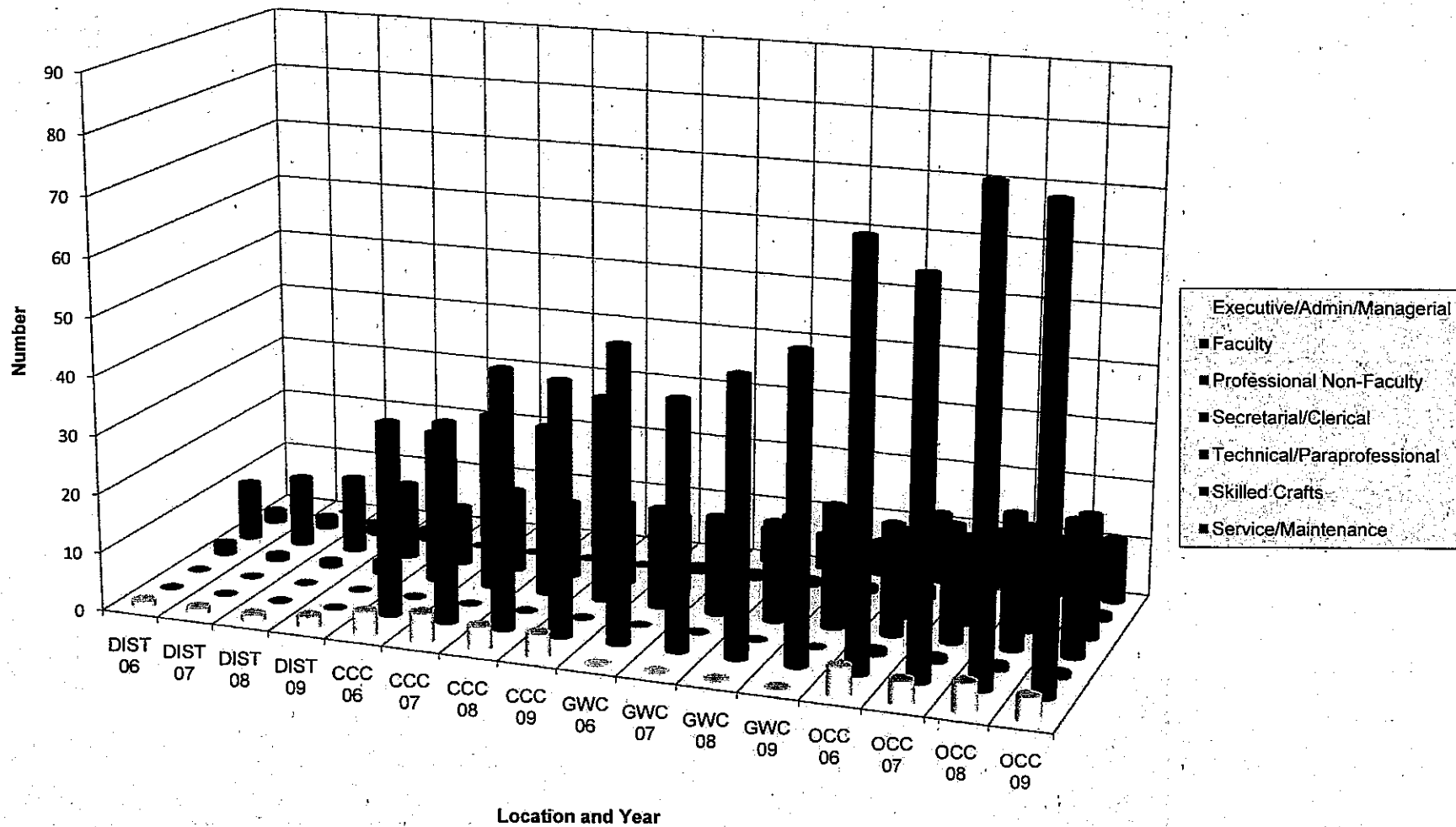
American Indian or Alaskan Native



Asians or Pacific Islanders

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 06	CCC 07	CCC 08	CCC 09
Executive/Admin/Managerial	1	1	1	2	4	3	2	4					5	4	5	4
Faculty	0	0	0	0	33	34	24	23					71	66	81	79
Professional Non-Faculty	0	0	0	0	0	0	0	0					1	1	1	1
Secretarial/Clerical	2	1	1	2	26	24	20	25					19	20	23	23
Technical/Paraprofessional	10	12	13	13	10	11	12	14					15	15	18	21
Skilled Crafts	2	2	2	2	0	0	0	0					2	1	2	1
Service/Maintenance	0	0	0	0	2	3	4	3					12	10	10	11

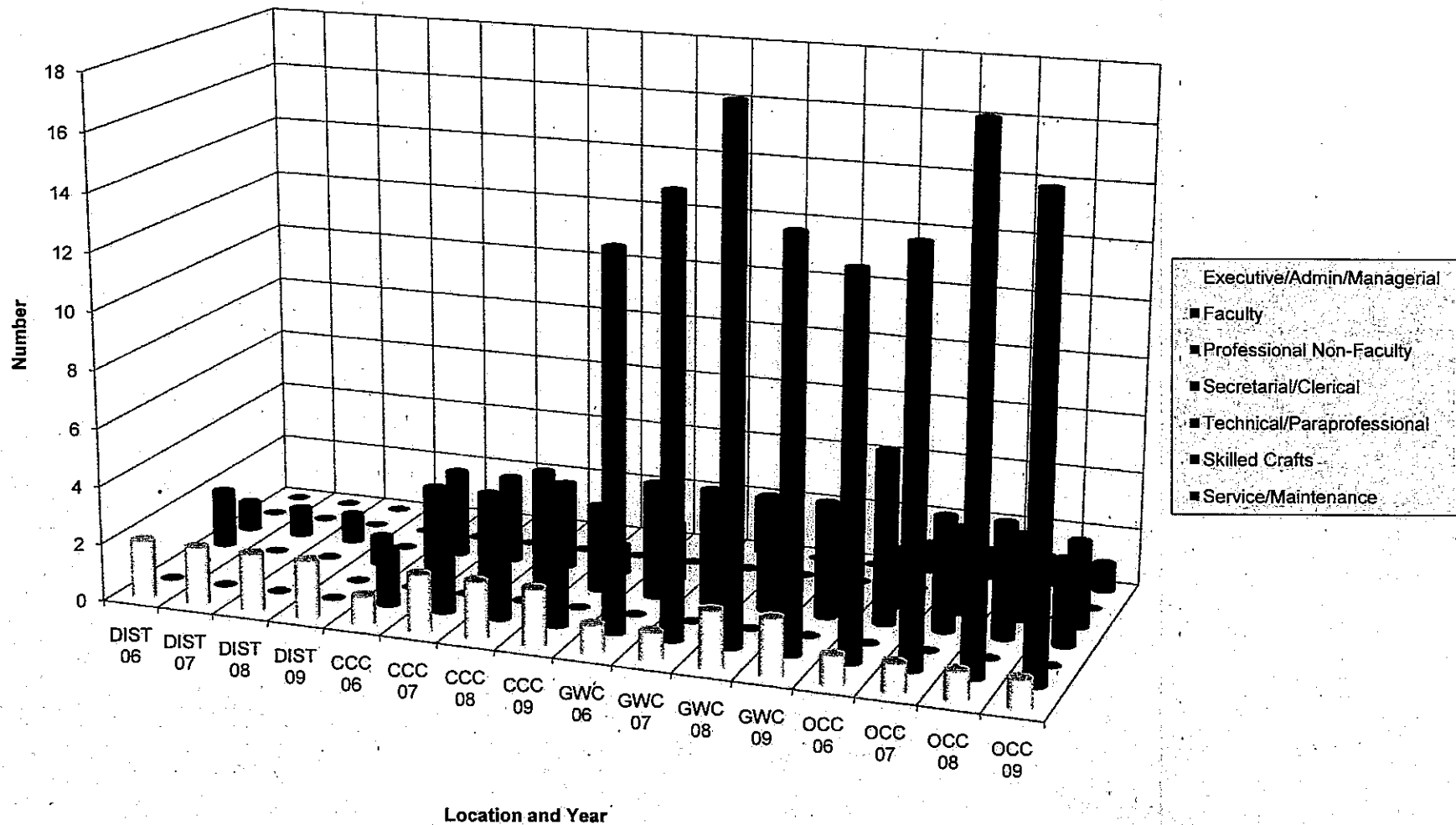
Asians or Pacific Islanders



Blacks/African-Americans

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 06	CCC 07	CCC 08	CCC 09	CCC 10	CCC 11	CCC 12	CCC 13	CCC 06	CCC 07	CCC 08	CCC 09
Executive/Admin/Managerial	2	2	2	2	1	2	2	2					1	1	1	1
Faculty	0	0	0	0	2	3	4	3					13	14	18	16
Professional Non-Faculty	0	0	0	0	0	0	0	0					0	0	0	0
Secretarial/Clerical	2	0	0	1	3	3	4	3					6	4	4	3
Technical/Paraprofessional	1	1	1	0	3	3	3	1					2	3	3	3
Skilled Crafts	0	0	0	0	0	0	0	0					0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	0					1	1	1	1

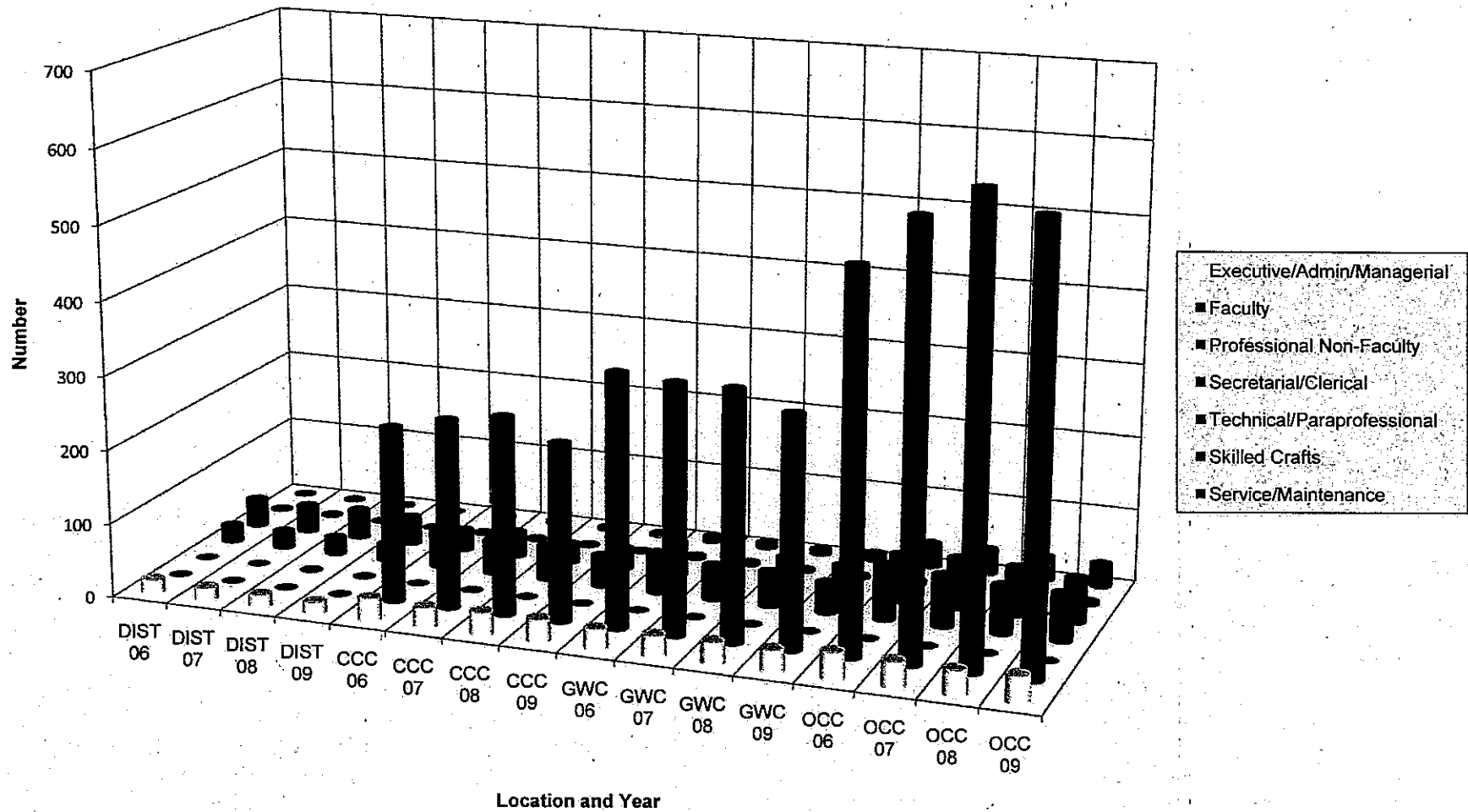
Blacks/African-Americans



Caucasians

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	OGG 06	OGG 07	OGG 08	OGG 09	OGG 06	OGG 07	OGG 08	OGG 09	OGG 06	OGG 07	OGG 08	OGG 09
Executive/Admin/Managerial	19	17	17	16	31	23	31	31					37	35	34	37
Faculty	0	0	0	0	238	233	268	241					508	575	616	588
Professional Non-Faculty	0	0	1	1	0	0	0	0					0	0	0	0
Secretarial/Clerical	24	24	24	23	50	45	47	43					76	72	67	66
Technical/Paraprofessional	39	38	40	39	29	35	27	30					66	70	67	62
Skilled Crafts	2	2	1	0	2	2	2	2					6	5	5	5
Service/Maintenance	2	2	2	1	3	5	4	4					34	35	34	33

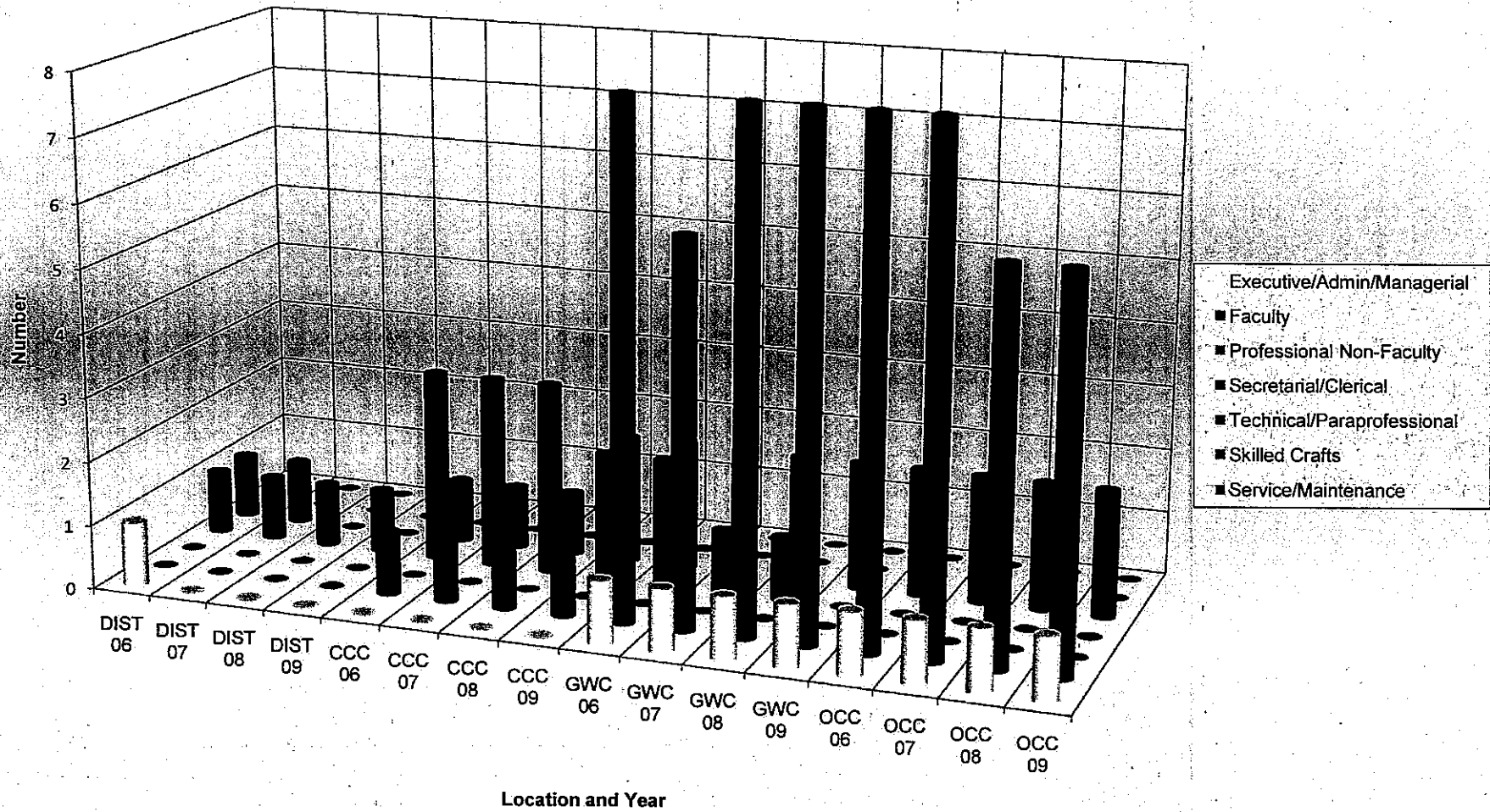
Caucasians



Persons with Disabilities

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	CCC 06	CCC 07	CCC 08	CCC 09	SWP 15	SWP 17	SWP 07	SWP 14	OGG 06	OGG 07	OGG 08	OGG 09
Executive/Admin/Managerial	1	0	0	0	0	0	0	0					1	1	1	1
Faculty	0	0	0	0	1	1	1	1					8	8	6	6
Professional Non-Faculty	0	0	0	0	0	0	0	0					0	0	0	0
Secretarial/Clerical	1	1	1	1	3	3	3	2					0	0	0	0
Technical/Paraprofessional	1	1	0	0	1	1	1	2					2	2	2	2
Skilled Crafts	0	0	0	0	0	0	0	0					0	0	0	0
Service/Maintenance	0	0	0	0	0	0	0	1					0	0	0	0

Persons with Disabilities





Company ID Number: _____

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Coast Community College District (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: _____

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: _____

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including



Company ID Number: _____

the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

Company ID Number: _____

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be



Company ID Number: _____

authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties



Company ID Number: _____

performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA



E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: _____

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit

Company ID Number: _____

the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or



Company ID Number: _____

DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer

Name (Please Type or Print)

PRESIDENT, BOARD OF TRUSTEES
Title

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: _____

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Coast Community College District (Coastline Community College)

Company Facility Address: 11460 Warner Avenue

Fountain Valley, CA 92708

Company Alternate Address: 1370 Adams Avenue

Costa Mesa, CA 92626

County or Parish: Orange

Employer Identification Number: 95-6002272

North American Industry Classification Systems Code: 611

Parent Company: _____

Number of Employees: 956

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)



Company ID Number: _____

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Joycelyn Groot

Telephone Number: 714-241-6161

Fax Number: 714-241-6270

E-mail Address: jgroot@coastline.edu

Name: Kevin McElroy

Telephone Number: 714-241-6144

Fax Number: 714-241-6252

E-mail Address: kmcelroy@coastline.edu

SANTA CLARITA COMMUNITY COLLEGE DISTRICT
Application and Agreement
Distance Education Captioning and Transcription Grant Funding

PROJECT #

THIS BOX TO BE COMPLETED
BY SANTA CLARITA CCD

1. DISTRICT INFORMATION ("Applicant District")

District Name	Coast Community College District
College Name	Coastline Community College
Street Address	11460 Warner Ave.
City State, Zip	Fountain Valley, CA 92708

2. APPLICANT DISTRICT CONTACT INFORMATION

Primary			
Contact Name	Kevin Donahue		
Title	Staff Assistant		
Email Address	kdonahue@coastline.edu		
Telephone	(714) 241-6215	FAX #	(714) 241-6287
Secondary	DSP&S DIRECTOR OR DISTANCE EDUCATION COORDINATOR		
Contact Name	Vince Rodriguez		
Title	Dean, Distance Learning		
Email Address	vrodriguez@coastline.edu		
Telephone	(714) 241-6211	FAX #	(714) 241-6287

3. COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided (if more than one course, provide the following information on the "Additional Project Courses" sheet, available on the website, and attach. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title	Economics 185	Term:	Semester & Year	fall 2009
Section Number	82533	APPORTIONMENT ELIGIBLE?	Anticipated Enrollment	69
Delivery Mode	CHECK ONE BOX: <input checked="" type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input checked="" type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
Total Minutes to be Captioned				203

4. AMOUNT REQUESTED FOR THIS PROJECT & PAYMENT METHOD

Amount for Real Time Synchronous Captioning	\$0	Total Amount of Funding Requested	\$1066.50
Amount for Off-Line Asynchronous Captioning	\$1066.50		
Amount for Transcription	\$		
Payment Method (check one box)	<input type="checkbox"/> A Applicant District Pays Vendor And is Reimbursed by Santa Clarita CCD <input checked="" type="checkbox"/> B Santa Clarita CCD Pays Vendor Directly. (This option available only when using FCCC listed vendor.)		

5. VENDOR INFORMATION Attach copy of vendor quote when submitting this document for approval (one quote per Project #; a quote may have one or more jobs). Ask vendor to reference "DECT" on the quote. NOTE: Payment Method B is only available for captioning services' vendors on the Foundation for California Community Colleges (FCCC) list. Is this vendor on the FCCC list? ☒ Yes ☐ No


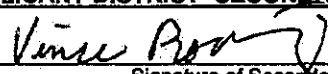
Vendor Name	AST - Automated Sync Technologies
-------------	-----------------------------------

6. APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES

- a. **Approval of Funding Request** – Applicant District must submit the completed and signed Application and Agreement Request form with a copy of the vendor's quote. Upon Applicant District's receipt of approved Application and Agreement Request, Applicant District will work with vendor to complete this Project and resolve any discrepancies.
- b. **Submit Reimbursement/Payment Process** - Applicant District shall complete a "Request for Reimbursement/Payment" ("Request") form, available on the website, and submit the signed Request with the documents required for the method of payment selected. Payment and reimbursements will not be made more often than monthly.
- 1) **Payment Method A** – Applicant District pays vendor and is reimbursed by Santa Clarita CCD. This method is required when using a non-FCCC listed vendor. The following documents are required to accompany this Request:
- a) A copy of the vendor's invoice with Applicant District's approval.
 - b) A copy of the Purchase Order and/or contract, when applicable, issued to Vendor.
 - c) A copy of the Applicant District's payment check to Vendor.
- 2) **Payment Method B** – Santa Clarita CCD pays vendor directly. This option is available only when using FCCC listed vendor. Note: Santa Clarita CCD will forward a copy of vendor invoice for Applicant District's use to prepare Request form. Applicant District must initial on the invoice by each charge satisfactorily completed and return with Request.
- c. **Term** – Grant funding for the DECT program is for the period July 1 through June 30 each fiscal year of the Grant and any approved DECT funds remaining unspent by June 30 each year will not be available to the Applicant District unless the Grant funding is extended by the Chancellor's Office. Requests must be submitted in the fiscal year in which the expense is incurred and Requests must be submitted before June 30 or payment/reimbursement cannot be processed.
- d. **End-of-Term Report** - Applicant District agrees to complete and submit this form to Santa Clarita CCD, showing the numbers of students enrolled in each class at the start of the term and at the end of the term, student retention rates and success rates within six (6) weeks after end of term.
- e. **Document Retention** – In accordance with State requirements regarding the use of grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by Santa Clarita CCD, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the grant.
- f. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the Project after Santa Clarita CCD has approved the Application without written authorization by Santa Clarita CCD. Unauthorized changes cannot be reimbursed by or paid by Santa Clarita CCD.
- g. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's policies and procedures and, further, certifies that Project as submitted is allowable within the terms of the Grant as described on the website: www.canyons.edu/captioning.

Send the completed and approved form with required documentation via:

Fax: 661.362.3697 or Email: captioning@canyons.edu

APPLICANT DISTRICT BOARD-AUTHORIZED APPROVER		APPLICANT DISTRICT - PRIMARY CONTACT	
BY: _____		BY: 	
Signature of Authorized Representative		Signature of Primary Contact	
Print Name _____			
Print Title _____		APPLICANT DISTRICT- SECONDARY CONTACT	
Date _____		BY: 	
		Signature of Secondary Contact	
		DSP&S DIRECTOR OR DISTANCE EDUCATION COORDINATOR	
SANTA CLARITA CCD DISTANCE EDUCATION ONLY:		SANTA CLARITA COMMUNITY COLLEGE DISTRICT	
By approving this Application, signer acknowledges that (s)he has verified that all requested documentation has been received and is in compliance with terms of the Grant.		BY: _____	
Application Approved By: _____		Signature of Authorized Representative	
DECT Project Director Signature _____		Print Name MITJL CAPE	
Date _____		Print Title ASST SUPERINTENDENT-VP INSTRUCTION	
		Date _____	

ADDITIONAL PROJECT COURSES

PROJECT #

COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title	Economics 180	Term: Semester & Year	spring 2010	
Section Number	90016	APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	90
Delivery Mode	CHECK ONE BOX: <input checked="" type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input checked="" type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
			Total Minutes to be Captioned	192

COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year		
Section Number		APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
			Total Minutes to be Captioned	

COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year		
Section Number		APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
			Total Minutes to be Captioned	

COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year		
Section Number		APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
			Total Minutes to be Captioned	

NOTE: Applicant District may duplicate this form to include courses/sections, by Project #.



AMENDMENT/MODIFICATION OF AGREEMENT FOR CONTRACTED EDUCATION SERVICES		PAGE	OF	PAGES
AMENDMENT/MODIFICATION NUMBER	DATE ISSUED	1		2
001	January 15, 2010			
ISSUED BY: Coast Community College District (Coastline Community College) 11460 Warner Ave. Fountain Valley, CA 92708				
NAME AND ADDRESS OF COMPANY: U.S. College Compass, LLC 8907 Warner Avenue, Suite 108 Huntington Beach, CA 92647				
DESCRIPTION AND TITLE OF SIGNER: (Type or print)		NAME AND TITLE OF CONTRACTING OFFICER		
Frank Jao President		Joycelyn Groot Dean, Military/Contract Education Programs		
TELEPHONE	EMAIL	TELEPHONE	EMAIL	
		(714) 241-6161	jgroot@coastline.edu	
This modification/amendment only applies to the Agreement No. CCC08-09.2085 between the Coast Community College District (Coastline Community College) and U.S. College Compass, LLC dated May 2009.				
DESCRIPTION OF AMENDMENT/MODIFICATION				
1) Extends the term of the agreement through July 31, 2010; 2) Provides for additional services to U.S. College Compass, LLC as outlined in Exhibit D, attached herein; and 3) increases total contract amount by \$84,500.				
Except as provided herein, all other terms and conditions of this Agreement remain unchanged and in full force and effect.				
COMPANY (Signature of person authorized to sign)	DATED SIGNED	CONTRACTOR	DATED SIGNED	
		President, Board of Trustees		
COMPANY IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR ORIGINAL SIGNED COPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.				

**Spring 2010 Program
Exhibit D**

2010 Spring Semester – February 22 through July 9, 2010

- **ESL Assessment, Development and Consultation**
 - **Price: \$17,550**
- **ESL Instruction (Includes texts and materials)**
 - TOEFL preparation: 4 hours of instruction per week for 13 weeks
 - Pronunciation: 1 hour per week for 13 weeks
 - ESL for 3A: 5 hours per week for 13 weeks
 - Music ESL: 5 hours per week for 9 weeks
 - **Price : \$26,250**
- **One onsite, credit-bearing college class (April 19-July 9) – pending California Accreditation Approval (Includes texts and materials)**
 - Course will be 3.0 credit hours towards transfer and applicable to Coastline degree
 - Course will be taught hybrid to include online delivery to engage the students in our distance learning courses.
 - Course will be taught by Coastline faculty.
 - **Price: \$8,100**
- **Academic advisor assigned to Xiangjiang students.**
 - Advisement services will be provided from US to students using various methods of delivery to include, online, live chat, and telephone.
 - **Price: \$15,000**
- **Program Coordination and International Student Activities**
 - International Student Club Activities or other extracurricular activities will be coordinated by Coastline
 - Coordination of study abroad opportunities
 - **Price: \$16,250**

Cost includes all program coordination, instructor costs, instructional materials/textbooks, assessment, and faculty stipends at \$75 per week while onsite at XJHS as follows:

- **Joseph Pulichino - 13 weeks - \$975**
- **Jean Proppe - 5 weeks - \$375**

Total Package: NTE \$84,500 plus airfare and lodging for two instructors.

Instruction and Counseling billed at \$150/hour. Non-instructional services and curriculum development billed at \$75/hour.

Coast Community College District

CHANGE ORDER**No. 02B**

TITLE: 02: ERRG
PROJECT: OCC Upgrade Softball Field
TO: Attn: John Stellar
Engineering/Remediation Resources Gr
5363 Alhambra Ave.
Los Angeles, CA 90032
Phone: (323) 224-8300 Fax: (323) 224-8954

DATE: 1/27/2010
CCCD PROJ NO: 12050-995
CONTRACT NO: PO316005
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Unused Allowance Dollars (\$31,670.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Unused Allowance Dollars	(\$31,670.00)

Unit Cost: (\$31,670.00)
Unit Tax: \$0.00
Total: (\$31,670.00)

The Original Contract Sum was \$174,839.00
Net Change by Previously Authorized Requests and Changes \$0.00
The Contract Sum Prior to This Change Order was \$174,839.00
The Contract Sum Will be Decreased (\$31,670.00)
The New Contract Sum Including This Change Order \$143,169.00
The Contract Time Will Not Be Changed
The Date of Substantial Completion as of this Change Order Therefore is ...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Engineering/Remediation Resources G Coast Community College District**TBP Architecture**

By: _____
John Stellar

By: _____
Pres. Governing Board

By: _____
Matt Sommers

Date: _____

Date: _____

Date: _____

Construction Manager**Division of State Architect**

By: _____

By: _____

Date: _____

Date: _____



ELEMENT K MASTER AGREEMENT SPECIFIC TERMS

CUSTOMER: Coast Line Community College
Address: 11460 Warner Ave
Fountain Valley, CA 92708

Effective Date: February 4, 2010

The terms, conditions and length of agreement with respect to each Content Service and/or Professional Service covered hereby are provided below and in the applicable Exhibits attached hereto. For the purpose of clarity, Exhibit A (General Terms and Conditions) shall apply to every agreement, regardless of the service being provided, Exhibit B (Content Service Terms and Conditions) shall apply to each agreement where a Content Service is being provided and Exhibit C (Professional Services Terms and Conditions) shall apply to each agreement where a Professional Service is being provided.

CONTENT SERVICES:

elementk.com: elementk.com is a web delivered, online learning service accessed through standard web-browsing programs. You will receive password protected access to the specific libraries and/or features noted under the "# of User IDs, Libraries and Other Services" section below. You will also receive password-protected access to the Element K Training Administration web site with functionality to administer training to Authorized End Users.

User IDs, Libraries and Other Services:

Name	Qty.
Corporate Comprehensive Gold	3

Term of Agreement: The initial term of the Content Service identified above shall be for 3 years from the service start date. Upon completion of the initial term, the applicable Content Service may be renewed or extended as mutually agreed in writing.

Fees: Total commitment of USD 4,111.80

TOTAL FEES FOR SERVICES IDENTIFIED ABOVE

Total commitment of USD 4,111.80, subject to increase for additional orders by CUSTOMER as provided herein.

Purchase Order Requirements: Does CUSTOMER require a Purchase Order? ☐ no ☒ yes (PO# _____)
(If yes, a physical copy of the Purchase Order must be attached to this Agreement.)

Credit Card Purchase: Is CUSTOMER paying by credit card? ☐ no ☐ yes
(If yes, credit card number and authorization must be provided.)

PAYMENT: CUSTOMER is responsible for all service fees, plus all sales, value-added or other transaction taxes, shipping and duties, payable in US Dollars (USD) to Element K at the address specified under "Payment Remittance" below. The transaction(s) between EK and Customer hereunder are taking place, and all payments shall be made, in the United States. Payment in full is due within 30 days of invoice. Invoices will be sent by Element K upon execution hereof, on any renewal date, as may be agreed in any applicable Statement of Work, or as may be set forth herein.

PAYMENT REMITTANCE: Payments should be remitted to Element K Corporation, Dept AT 952879, Atlanta, GA 31192-2878.

BY SIGNING IN THE SPACE PROVIDED BELOW, CUSTOMER HEREBY AGREES TO THE SPECIFIC TERMS SET FORTH ABOVE AS WELL AS THE TERMS AND CONDITIONS SET FORTH IN ALL EXHIBITS APPLICABLE HERETO. THIS AGREEMENT SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE STATED ABOVE, PROVIDED ORIGINALS OR FACSIMILES IN COUNTERPARTS OR OTHERWISE ARE EXECUTED BY THE PARTIES.

CUSTOMER's Authorized Representative

Signature

Name (please print)

Title: President	Date
Board of Trustee's Coast Community College District	

Element K Corporation's Authorized Representative

Signature

Name (please print)

Title	Date
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Rev: CV2-3-2009;130-0057000003HFpGa

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **DEFINITION OF AGREEMENT.** The first page of this agreement (the "Specific Terms"), these General Terms and Conditions, and all other Exhibits applicable hereto, and any statements of work for Professional Services ("SOW") which may be entered into hereunder (together, this "Agreement") constitute the entire agreement between CUSTOMER and Element K Corporation (together with its commonly controlled affiliates, "Element K" or "EK") regarding the Content Services and/or Professional Services identified in the Specific Terms (each, individually, a "Service" and, collectively, the "Services"). The term of Agreement and fees associated with any Service governed by this Agreement shall be as set forth in the Specific Terms. This Agreement supersedes all prior communications, agreements and understandings, oral or written, between CUSTOMER and EK regarding the subject matter of this Agreement, and may only be amended in a writing signed by both parties. No provision in addition to or in conflict with this Agreement contained in any CUSTOMER purchase order or other document shall be binding on EK.
2. **TERM.** This Agreement shall commence upon the Effective Date set forth in the Specific Terms, and continue in effect as long as any Service covered by this Agreement has an effective term. The following sections of these General Terms & Conditions shall survive termination of this Agreement for any reason: Copyright, Export, Governing Law, Notices, Independent Contractor, No Waiver, Severability.
3. **COPYRIGHT.** Nothing in this Agreement constitutes a waiver of the rights of EK or any of its third party suppliers under the U.S. Copyright Act or any other Federal or State law or international treaty.
4. **EXPORT.** CUSTOMER shall comply with all applicable international and national laws that apply to any content or other products provided under this Agreement, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments.
5. **NO ASSIGNMENT.** CUSTOMER may not assign this Agreement without the prior written consent of EK and its third party licensors, if applicable, except to a purchaser of all or substantially all of CUSTOMER's assets (including by means of a merger or similar transaction).
6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law.
7. **NOTICES.** Notices and other communications hereunder shall be deemed given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight next business day courier, as follows: if to EK, to 500 Canal View Boulevard, Rochester, New York 14623, Attention: Legal Department; if to CUSTOMER, to the address set forth on the Specific Terms; or to either party at such other address as such party has specified by notice to the other party hereto. All such notices and communications shall be effective (i) when received or receipt refused if delivered by personal delivery or overnight courier, or (ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the above address.
8. **INDEPENDENT CONTRACTOR.** The relationship of CUSTOMER and EK established by this Agreement is that of independent contractors, and this Agreement does not give either party the power to direct or control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, franchisor-franchisee, or otherwise participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
9. **NO WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing signed by the waiving party to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.
10. **SEVERABILITY.** If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

EXHIBIT B

CONTENT SERVICE TERMS & CONDITIONS

1. **SCOPE.** These Content Service Terms and Conditions form a part of the Agreement to which they are appended, and, together with the Specific Terms and General Terms and Conditions, apply to CUSTOMER's use of the Content Service identified in the Specific Terms.

2. **LICENSE GRANT.** EK hereby grants CUSTOMER a non-exclusive, non-transferable, non-assignable license to use the content made available to CUSTOMER through the applicable Content Service ("Content") only in connection with the training of authorized CUSTOMER employees or students, as applicable, who have received a valid ID ("Authorized End-Users"), as specified in the Specific Terms. In the case of access to elementk.com, CUSTOMER may only access the CONTENT via standard web browser. In the case of Content Server or Content Licensing (as described in the Specific Terms), CUSTOMER may only access the Content via a secure website or server system controlled by CUSTOMER that is accessible only to CUSTOMER employees, contractors, or other persons granted access to CUSTOMER's internal networks in the furtherance of CUSTOMER's normal course of business, and which tracks all access to the Content, including, without limitation, each time an Authorized End-User launches a course. CUSTOMER shall use reasonable efforts consistent with industry standards to block access to the Content except to Authorized End Users. Any information, data or files relating to Content that may reside in a World Wide Web browser cache as the result of an Authorized End-User gaining access to the Content may not be used for any purpose other than for training of such person.

3. **LICENSE RESTRICTIONS.** CUSTOMER shall not: (a) use the Content Service for a service bureau, facilities management, time-sharing arrangement or other similar arrangement, or rent, lease, assign, resell, distribute or sublicense the Content Service or any software used in connection with the Content Service ("Software") to any third party; (b) modify, disassemble, translate, abridge, or otherwise create derivative work based on, decompile, reverse engineer or otherwise determine or attempt to determine or have or attempt to obtain access to, the source code or internal design of the Content Service, Software, or Content or any other text, multimedia images (graphics, audio and video), data and other information provided by EK in connection with the Content Service (collectively, the "Licensed Materials"); (c) remove, alter or otherwise modify any copyright or other legal notices contained in the Licensed Materials; (d) knowingly transmit or distribute the Licensed Materials, nor permit the Licensed Materials to be downloaded for use other than as specified herein. (e) allow unsecured access to the Licensed Materials; (f) grant or permit access to the Content Service by anyone other than an Authorized End User; or (g) permit the sharing of Authorized End User IDs by multiple end-users except in the case of termination of employment (for corporate and similar business customers) or student status other than as a result of graduation (for education customers), in which case a Authorized End User ID and any Content Services associated with that ID may be reassigned to another Authorized End User.

4. **CHANGES TO ONLINE LIBRARIES.** Notwithstanding anything to the contrary in this Agreement, EK reserves the right in its sole and absolute discretion to change the courses available in any online Element K library without notice to CUSTOMER, provided that if any such changes materially and adversely affect CUSTOMER's Content Services hereunder, CUSTOMER shall be entitled to terminate this Agreement with respect to such Content Service, and receive a refund of all amounts paid by CUSTOMER attributable to such Content Service for the period of time after termination.

5. **ONLINE SERVICE PERFORMANCE GUARANTEE.** CUSTOMER shall have the right to terminate the elementk.com service or the Content Server service (but not the Content Licensing service) if in good faith the performance of such Content Service is not reasonably satisfactory to CUSTOMER. For purposes of this Section, "performance" refers to issues under EK's control such as service uptime, customer support, technical support and integration support and does not include issues under the CUSTOMER's control. In order to terminate under this Section, CUSTOMER must provide EK with a detailed written explanation for its dissatisfaction with the performance of the applicable Content Service. EK will then have 30 days to remedy CUSTOMER's dissatisfaction. If EK is unable to remedy such dissatisfaction, this Agreement may be terminated with respect to such Content Service at CUSTOMER's option and EK will refund to CUSTOMER all amounts paid by CUSTOMER attributable to the affected Content Service for the period of time after termination.

6. **RECORDS & AUDIT RIGHTS.** CUSTOMER shall keep accurate and complete records of all access to the Content as required in this Agreement. Upon request, CUSTOMER shall provide EK with a report detailing all access to the Content, in a format and containing such information as EK may reasonably request. Until the date that is twelve months from the termination date of this Agreement, EK shall have the right to audit those portions of CUSTOMER's books and records that relate to CUSTOMER's compliance herewith, no more than once per calendar year, upon reasonable prior notice and during normal business hours. Notwithstanding the foregoing, EK may exercise its audit rights at any time if EK reasonably believes that CUSTOMER has made an error in compliance herewith and CUSTOMER has not responded within ten (10) business days of initial notice to rectify such error. Any underpayment shall promptly be remitted to EK upon notice. The cost of any such audit shall initially be borne by EK, however, if such audit reveals underpayment of five percent (5%) or more of the amount that should have been paid for the period audited, then CUSTOMER shall bear the expense of the audit, and shall promptly remit such expenses in addition to all underpayments due to EK.

7. **TERM & TERMINATION.** The term of this Agreement with respect to Content Services shall commence on the date set forth in the Specific Terms, and continue in force as provided in the Specific Terms. Either party may terminate this Agreement

with respect to any Content Services upon 30 days' written notice to the other party for material breach by the other party if such breach is not cured within such 30 day period. Notwithstanding the foregoing, all Content Services then in effect will automatically terminate immediately upon either party becoming the subject of any bankruptcy, liquidation, receivership or similar proceedings, making an assignment for the benefit of its creditors, or becoming unable to pay its debts as they become due, provided such event is not cured within thirty (30) days of the date the other party first became aware of any of the conditions listed. In the event of a termination by CUSTOMER as a result of a material breach by EK, EK shall refund any amount previously paid by CUSTOMER attributable to the affected Content Services for the period following termination. In addition to the foregoing, if CUSTOMER fails to make any scheduled Content Service payment in full and fails to cure such payment default within 30 days after notice by EK, all scheduled payments for such Content Service shall automatically become immediately due and payable. No expiration or termination due to CUSTOMER's breach of this Agreement shall affect CUSTOMER's obligation to pay to EK the total Content Service fee commitment set forth in this Agreement. Upon termination, CUSTOMER shall not retain any rights in or to the Licensed Materials, shall immediately cease all use of the Content Services and related Content (including the Licensed Materials and the Software) and delete any Licensed Materials or Software in its possession or control. The following sections of these Content Service Terms & Conditions shall survive termination of this Agreement for any reason: License Restrictions, Records & Audit Rights, Proprietary Rights, Indemnity, Confidentiality.

8. PROPRIETARY RIGHTS. Notwithstanding anything to the contrary contained in this Agreement, the Licensed Materials, Software, and the Content Services are the property of Element K and its third party licensors. VLab, KnowledgeHub, Element K and the Element K logo are trademarks of Element K. Except as expressly stated herein, EK does not grant CUSTOMER any intellectual property or other rights in the Licensed Materials, the Software or the Content Services. Any proprietary materials of CUSTOMER uploaded to EK's e-learning platform (KnowledgeHub) or created using an Element K authoring tool ("Customer Learning Object") is the property of CUSTOMER, and CUSTOMER does not grant EK any rights therein except as necessary to enable CUSTOMER'S access to and use of such Customer Learning Object. EK will use industry standard security password measures to prevent unauthorized disclosure of any Customer Learning Object to third parties.

9. REPRESENTATIONS AND WARRANTIES. EK represents and warrants that: it possesses all rights necessary to grant the rights granted to CUSTOMER by this Agreement; and the Licensed Materials do not and will not infringe any patent, trademark, copyright, privacy rights, publicity rights or other proprietary right of any third party. CUSTOMER represents and warrants that: it will use best efforts to ensure that EK's rights in the Content Services and the Licensed Materials are protected and respected; it will exercise due diligence to obtain all necessary rights in the software or other products which are the subject matter of any tutorial or other Licensed Materials; and that the upload and use of any CUSTOMER-provided materials will not violate the copyright or other legal rights of any person or entity.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY AND REMEDY.

a. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CONTENT SERVICES, THE SOFTWARE AND THE LICENSED MATERIALS ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND. EK AND ITS THIRD PARTY CONTENT SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. EK DOES NOT WARRANT THAT THE CONTENT IS OR WILL BE ACCURATE OR ERROR-FREE OR MEETS OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS.

b. IN NO EVENT WILL EK OR ANY OF ITS THIRD PARTY CONTENT SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE CONTENT SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EXCEPT FOR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EK, IN NO EVENT SHALL THE LIABILITY OF EK OR ANY OF ITS THIRD PARTY SUPPLIERS EXCEED THE AMOUNT OF THE CONTENT SERVICE FEES PAID HEREUNDER.

c. If all or any part of the Content becomes, or in EK's opinion is likely to become, the subject of a claim of intellectual property infringement, EK shall have the right, at its option, either (a) to procure for CUSTOMER the right to continue using the Content, or (b) replace or modify the Content so that it becomes non-infringing or (c) if, after good faith efforts to achieve (a) and (b) above, such remedies are not reasonably available, terminate CUSTOMER's license with respect to infringing materials, and promptly give CUSTOMER a pro rata refund of the funds paid for the affected portion of the Content.

11. INDEMNITY. Each party shall indemnify, defend and hold the other, its affiliates and each of their officers, directors, employees, and agents harmless from, or at its option settle and/or pay, any and all actions, claims, damages, expenses (including reasonable attorneys' fees and other legal costs) and liabilities that arise from or relate to any third party claim arising out of any breach of a representation or warranty herein. Indemnification obligations hereunder shall be subject to the party seeking indemnification (a) promptly notifying the indemnifying party of a claim or threatened claim covered by such indemnification, (b) tendering sole control of the defense and settlement of such claim to the indemnifying party (provided that the indemnifying party shall not enter into any settlement agreement that adversely affects the indemnified party without the indemnified party's prior written consent) and (c) cooperating fully with such defense and/or settlement at the indemnifying party's expense.

12. CONFIDENTIALITY. Each party will retain in confidence the terms of their agreement for Content Services and all other information and know-how of the other party disclosed to or acquired by such party ("Receiving Party") pursuant to or in connection with this Agreement which is either designated as proprietary or confidential or which, under the circumstances, ought in good faith to be treated as proprietary or confidential ("Confidential Information"); provided that each party may disclose the terms of this Agreement to its legal and financial consultants or representatives or funding sources as reasonably necessary in the ordinary course of its business, or as required by law. Each party agrees to hold all Confidential Information in the strictest confidence using measures at least as great as those taken to protect its own confidential information of a similar nature. Confidential Information will not include any information that: (a) was known by the Receiving Party prior to disclosure thereof by the other party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party entitled to make such disclosure; (d) is independently developed by the Receiving Party without reference to any Confidential Information of the other party; or (e) is ordered to be disclosed pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that Receiving Party will provide prompt notice of such order to Disclosing Party and cooperate with and assist Disclosing Party in connection with obtaining a protective order at Disclosing Party's cost and expense. Upon request, or upon any termination or expiration hereof, each party will return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party. The provisions of this Section 12 notwithstanding, Customer may disclose Confidential Information in order to comply with the California Public Records Act or the Brown Act.



Master Products and Services Service Order

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Date: December 1, 2009

COMPANY (Chevron): Chevron Products Company 324 W. El Segundo Blvd. El Segundo, CA 90245 Procurement: Juliette Maor Telephone: (310) 615-5169 Fax: (310) 615-5022 Email: jmaor@chevron.com	SUPPLIER (Supplier): Coastline Community College District 11460 Warner Avenue Fountain Valley, CA. 92708 Attention: Jerry Patterson – President Board of Trustees Telephone: (714) 241-6223 Email: Robert Nash – bnash@coastline.edu
All questions regarding this agreement (Agreement) should be directed to the Company Rep. Company Representative is Ron Smith (310) 615-5780	
Supplier and Chevron (singularly party, collectively parties) mutually agree as follows: All work performed under this Service Order shall be in accordance with the Master Services and Consulting Agreement Terms and Conditions, exhibits, and clauses attached hereto and made part of this Agreement.	
Description of Service / Products to be Furnished: CONTRACTOR shall furnish all labor, design, develop, deliver and evaluate an online educational program and corporate training system that will teach basic process technology knowledge and skills for the Learning and Development Department at the El Segundo Refinery. CONTRACTOR shall furnish all labor, equipment and materials for this work unless otherwise stated in this Service Order All work shall be performed as designated by the COMPANY Representative and in accordance with, but not limited to, all applicable Work Orders, Welding Procedures/ Codes, Electrical Codes, Inspection Procedures, Work Lists, Specifications/ Appendices, Quotes/ Proposals, incorporated herein by reference only and not attached to this Service Order.	
Term: This Agreement shall commence on or about February 4, 2010, and continue through January 31, 2013, unless terminated earlier by either party in accordance with Section 3.1.2 of the associated Terms and Conditions.	
Compensation: COMPANY will pay CONTRACTOR in accordance with the rates and prices set forth in project proposals. Chevron must approve each proposal prior to commencement of project.	
Invoicing: Please reference the applicable project Service Order and Company Representative's full name on all invoices relating to work performed against this Agreement. Invoices for payments should be submitted in eProcurement only – do not mail a hard copy of the invoice. In order to receive timely payment, we require all invoices to reference the Chevron Service Order number.	
AUTHORIZED: Chevron Products Company By: Title: Attorney – in - Fact Global Downstream Procurement Date:	ACCEPTED: Coastline Community College District By: Title: Date: Supplier's Taxpayer I.D. No. Supplier's State Sales/Use Tax Permit No.

MASTER SERVICES AGREEMENT

This **Master Services Agreement**, dated as of February 4, 2010 (the "**Effective Date**"), is between: Coast Community College District (Coastline Community College), a California public educational entity (hereinafter "**Contractor**") and **Chevron Products Company**, a division of **Chevron U.S.A. Inc.**, a Pennsylvania corporation (hereinafter "**Chevron**").

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS. As used in this Agreement:

"Affiliate" means any entity which controls, is controlled by, or is under common control with another entity. An entity is deemed to control another if it owns directly or indirectly at least 50% of (i) the shares entitled to vote at a general election of directors of such other entity, or (ii) the voting interest in such other entity if such entity does not have either shares or directors.

"Agreement" means this Master Services Agreement and all exhibits, annexes, statements of work, other attachments and each applicable Service Order.

"Force Majeure" means an event or condition that is unforeseeable and is beyond either Party's or its subcontractor's control. Force Majeure may include orders of government agencies; strikes, lockouts and other labor disturbances (even if terminable by the affected Party's acceding to the demands of any labor group); war, riots, terrorism, and civil insurrection; and fires, floods, earthquakes and loss of public utilities beyond the control of the affected Party. Force Majeure shall not include severe weather conditions and other events that are foreseeable by experienced firms familiar with the locality of the job site. By way of example, an event or condition which could have been prevented by Contractor or its subcontractors is not a Force Majeure.

"Indemnitees" means, individually and collectively, Chevron and its Affiliates and any director, agent, representative or employee of any of them, and the successors and assigns of any of the foregoing.

"Party(ies)" means in its singular form Chevron or Contractor, and in its plural form Chevron and Contractor.

"Service Order" means the written form utilized by Chevron to request Services, which may be titled a Service Order, as applicable.

"Services" are used interchangeably to mean all services, operations and work to be performed by Contractor for Chevron.

2. SCOPE OF THE AGREEMENT; ORDERS FOR SERVICES.

2.1 Scope. It is the intention of the Parties that this Agreement applies to and shall control the provision of all Services by Contractor to Chevron. However, nothing herein shall obligate Chevron to order Services from Contractor in any portion or amount or prevent Chevron from procuring Services from any other contractors.

2.2 Service Order. Contractor shall perform the Services in accordance with this Agreement and the terms of the applicable Service Order. The applicable Service Order shall set forth the particulars of the Services to be performed. Contractor shall not engage in any Service or other performance without a Service Order (or amended Service Order) being issued with respect thereto. In the event of any conflict between the body of this Agreement and any exhibit, annex or Service Order to this Agreement, the body of this Agreement shall prevail.

3. TERM AND TERMINATION.

3.1 Term and Termination of the Agreement.

3.1.1 This Agreement shall begin as of the Effective Date and shall remain in effect for a period of three (3) years (the "**Term**") unless earlier terminated by either Chevron or Contractor in accordance with the terms of the Agreement.

3.1.2 Chevron may terminate this Agreement with or without cause by giving sixty (60) days written notice of termination to Contractor.

- 3.1.3 Either Party may terminate this Agreement upon thirty (30) days written notice of termination to the other Party in the event the other Party breaches a material term of this Agreement and the specified breach is incurable or remains uncured at the end of thirty (30) days following the date of such notice.
 - 3.1.4 Chevron may immediately terminate this Agreement if (a) Contractor commits any unlawful, fraudulent or deceptive acts or practices or criminal misconduct in the performance of this Agreement; (b) Contractor breaches this Agreement with respect to an environmental, health or safety requirement; or (c) Contractor or its creditors seek relief under any bankruptcy or insolvency law.
 - 3.1.5 Except in the case of termination under Section 3.1.4, the termination of this Agreement shall not affect the rights and obligations of the Parties under Service Orders in effect at the time of the receipt of the notice of termination. This Agreement shall remain in effect until the completion of the Services under such Service Orders (or until the earlier termination of such Service Orders).
 - 3.2 **Termination of a Service Order.** Chevron may terminate any Service Order or portions thereof with or without cause at any time by providing Contractor upon written notice of termination. Upon receipt of such notice, Contractor shall: (i) immediately discontinue the Services and/or fulfillment of the Service Order to the extent specified in the notice; (ii) place no further orders relating to the Services other than as may be necessarily required for completion of such portion of the Service Order(s) that are not terminated; and (iii) take all commercially reasonable measures to mitigate the effects of termination.
 - 3.3 **Compensation for Terminated Service Order.** If Contractor is not in default of its obligations under this Agreement, then Chevron shall pay Contractor the amounts due not previously paid to Contractor for the Services properly performed pursuant to a Service Order prior to such effective date of the termination notice. Such payment shall be subject to any right of offset by Chevron and Contractor's duty to mitigate. If Contractor is in default of its obligations under this Agreement, the excess cost necessary for Chevron to complete the Services from an alternate contractor, as compared to Contractor's prices under the relevant Service Order, shall be for the account of Contractor. Such excess cost may be deducted from the unpaid amount of Contractor's compensation. If such cost exceeds the unpaid amount, Contractor shall reimburse Chevron for such excess cost. Regardless of whether Chevron elects to complete the Services, Contractor shall reimburse Chevron all prior payments made by Chevron for Services performed but which do not meet the requirements of this Agreement or the applicable Service Order. The action by Chevron of terminating the Service Order and hiring another contractor to complete the Service Order shall not constitute a waiver of or election among any other rights or remedies that Chevron may have against Contractor.
 - 3.4 **Post-Termination of Agreement.** In the event of any expiration or earlier termination of this Agreement (and upon written notice thereof), Contractor shall cooperate with Chevron and shall use due diligence and care, reasonable commercial efforts and best industry practices to (a) effect an orderly and timely transition from Contractor to Chevron or Chevron's chosen alternative providers and (b) minimize the interference or impact of such transition upon the operations, business and financial performance of Chevron. Without limitation of the foregoing, Contractor shall deliver to Chevron all property belonging to Chevron in the possession or control of Contractor, its affiliated entities, vendors, contractors or their respective employees or agents.
4. **COMPENSATION AND DISCOUNTS.**
- 4.1 Chevron shall pay Contractor in accordance with the rates and prices set forth in this Agreement or as otherwise stated in Section 4.2 as full compensation for all Services performed (including all equipment or products furnished) under this Agreement.
 - 4.2 **Service Rates.** Chevron shall pay the rates as agreed to by the Parties in an Exhibit, Service Order or as otherwise agreed in a writing signed by authorized representatives of each Party.

- 4.3 Revision of Rates and Prices.** Prices and Rates set forth in this Agreement shall remain firm for the Term of this Agreement and may only be revised up or down by mutual written agreement of Chevron and Contractor.
- 4.4 Discounts.** All compensation due to Contractor for Services under this Agreement shall be subject to the discounts set forth in any separate pricing and discount agreement entered into between the Parties or set forth below, as may be modified from time to time. The applicable discount shall be the one current as of the date of the applicable Service Order.
- 4.5 Most Favored Customer.** Contractor shall treat Chevron as Contractor's most favored commercial (i.e., non-governmental) customer. Contractor represents and warrants that the net rates and contractual provisions for Services furnished to Chevron under this Agreement and any Service Order are not and shall not be less favorable than the rates and provisions offered to any of Contractor's other commercial customers for similar Services. If Contractor offers lower rates or more favorable provisions to any such customer than are offered to Chevron under this Agreement or any Service Order for similar Services, then Contractor shall concurrently extend such rates or provisions to Chevron, and this Agreement and any applicable Service Order, at Chevron's option, shall be deemed amended to have provided such terms to Chevron as of the offer date to such customer. Any amounts charged to Chevron in excess of rates charged by Contractor to any other commercial customer for similar Services shall promptly be refunded or credited to Chevron by Contractor. Contractor will provide access to its records to a third party auditor selected by Chevron (who shall be subject to appropriate confidentiality) for purposes of verifying compliance with this Section, if requested by Chevron.

5. PERFORMANCE; CONTINUOUS IMPROVEMENT AND EPROCUREMENT COMMITMENTS.

- 5.1 Warranties.** Contractor represents, warrants and covenants that the Services shall conform to the service levels set forth in this Agreement (including an exhibit or Service Order). Contractor shall perform the Services in a manner reasonably believed to be in the best interests of Chevron and with such care as a reasonably prudent provider of similar services would use under similar circumstances. Contractor shall perform the Services in a safe, diligent, skillful and workmanlike manner, in accordance with generally accepted industry practices and sound engineering principles and will utilize for the Services the technical competence, financial capacity, management skills, competent and qualified personnel and equipment necessary to carry out its duties and responsibilities.
- 5.2 Warranty Remedies.**
- 5.2.1 Service Warranty Remedy.** Except as otherwise provided in this Agreement, the Parties agree that Chevron's primary remedy for breach of the above warranties relating to the Services shall be, on an expedited basis and at Contractor's sole expense, for Contractor to re-perform, or to cause to be re-performed (including other reasonable incidental costs), the Services that contain a defect or non-conformity with the specifications; provided that, Chevron shall give notice of each such defect/non-conformity within eighteen (18) months following Chevron's acceptance of the Services or work product; provided further that, the original warranty notice period shall be extended by six months following any re-performance.
- 5.2.2 Failure to Pursue Remedy.** If, within 3 days after Chevron has notified Contractor of a defect/non-conformity and Contractor has not initiated, or at any time is not diligently pursuing correction, Chevron may correct the defect/non-conformity and Contractor shall be liable for all reasonable costs of repair/replacement. Following accrual of this right of correction to Chevron, Contractor's subsequent responses shall not limit Chevron's right to correct.
- 5.3 Compliance with Laws, Safety and Environmental Provisions.**
- 5.3.1** Contractor shall ensure that the Services are performed in accordance with all applicable laws, statutes and ordinances and all applicable rules, regulations and orders of any governmental authority which are applicable to this Agreement.

Contractor shall defend, indemnify, release, reimburse and hold harmless Indemnitees for, from and against all liabilities damages, claims, demands, fines and penalties of whatever nature (including any fees and expenses incurred in defense thereof) resulting from Contractor's failure to comply with this Section 5.3.

5.3.2 Prior to the commencement of the Services under this Agreement, Contractor shall acquire, and become familiar with, the work, safety and environmental guidelines established by Chevron for the site(s) where such Services are to be performed. In its performance of the Services under this Agreement and at Chevron's premises, Contractor shall comply in all respects with Annex A, Health, Safety and Environment Guidelines, with the requirements of Chevron's Drug, Alcohol and Search Policies set forth in Annex B, and with the work, safety and environmental guidelines established by Chevron for the site(s) where such Services are to be performed. In the event that Chevron's facility in a particular area should have a policy different from those attached as Annexes A and/or B, such policy(ies) shall be identified on the applicable Service Order and a copy of such shall be provided by Chevron to Contractor. The terms thereof shall govern Contractor's operations in that location. Chevron policies and procedures relative to health, safety and environment matters are intended to supplement and not replace Contractor's policies relative thereto. Contractor shall also comply with the U.S. Laws and Regulations attached hereto as Annex C.

5.4 Access to Chevron Systems. For any access to Chevron's computing system, Contractor will follow the rules of Chevron Computing Security Procedures – Non-Employee User Acknowledgement and Agreement (Form GO-272) attached hereto as Annex D. If any Contractor personnel require access to any of Chevron's computer systems, Contractor will have such personnel separately execute such Form GO-272. Any breach or violation by Contractor or any of its personnel of the provisions of Form GO-272 will be grounds for immediate termination of this Agreement by Chevron without any otherwise required notice.

5.5 Contractor Management & Integration Commitment. During the term of this Agreement, Contractor and Chevron shall be committed to work co-operatively, dedicating the necessary personnel and resources to develop and implement an annual business plan, including performance metrics, which will address major objectives such as improved Operational Excellence (improved performance in Safety, Environment, Efficiency, and Reliability), development of improved and/or new technologies, business process improvements, cycle time reductions, the development of more cost-efficient processes, specifications, standards, best practices, etc. with the objective of adding value to both Chevron and Contractor and further reducing Chevron's Total Cost of Ownership in every year of the Agreement.

5.6 Electronic Procurement Commitment.

5.6.1 Contractor understands that Chevron utilizes an electronic procurement process that handles commercial transactions from requisitioning through payment such as, but not limited to, purchase/service order, order receipt/acceptance, change order, shipping notice, work ticket and invoice.

5.6.2 Contractor acknowledges that Chevron expects to conduct business with Contractor through Chevron's electronic procurement system. Contractor agrees to conduct business using such electronic procurement process and to cooperate with Chevron in the implementation and use of such processes applicable to this Contract. Contractor understands that this may include receiving electronic purchase/service order(s), work ticket data input into Chevron's electronic procurement system, and scanning/attaching supporting documentation if requested by Chevron. It may also include registering with and working with third party system or network providers.

5.6.3 Contractor further agrees to: (i) develop item catalog content in a timely manner as requested for access by and/or hosted on servers of Chevron, Contractor or designee, as mutually agreed, and to be responsible to update and maintain

- catalog item data and pricing; and (ii) develop methods with Chevron to continuously optimize the procurement process, including electronic procurement.
- 5.7 **Other Representations.** The representations made by Contractor in a written response to a Chevron Request for Proposal made prior to and in connection with this Agreement are true and correct. All financial information that has been provided with respect to Contractor represents Contractor's financial position, and not the financial position of an Affiliate of Contractor.

6. **PERSONNEL AND EQUIPMENT FOR SERVICES.** Contractor shall furnish the following at its expense:

- 6.1 **Contractor's Personnel.** Contractor's Services as to all personnel furnished hereunder shall include: procuring, processing and handling of personnel, including their salaries, wages, per diem and living allowances, Worker's Compensation Insurance payments, personnel customs duties, benefits under law or collective labor contracts, applying for and obtaining passports, visas and work permits required by the applicable government regulation. If, in Chevron's opinion, the acts or omissions of any of Contractor's personnel interfere with Contractor's operating efficiency or place in jeopardy any of Chevron's assets or any of Chevron's rights or privileges to carry out petroleum operations or reflect adversely upon Chevron's reputation and if Chevron so requests, Contractor shall at its own expense promptly replace such personnel by other personnel suitably qualified to fill the position(s) vacated.
- 6.2 **Contractor's Equipment.** Contractor shall at its expense furnish, maintain and repair the equipment necessary for the performance of the Services at Chevron's work locations. If at any time in Chevron's opinion any item of such equipment furnished by Contractor, either directly or through a subcontractor, shall be defective or inefficient or otherwise inadequate, Contractor, upon Chevron's request, shall promptly repair or replace such item at Contractor's expense.

7. **RELEASE; INDEMNITY; FEES AND EXPENSES**

- 7.1 **EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY HERETO FROM AND AGAINST ALL ALLEGED LIABILITY, LOSS, OR DAMAGE (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS OF DEFENSE) TO THIRD PARTIES RESULTING FROM THE INDEMNIFYING PARTY'S NEGLIGENT PERFORMANCE OR BREACH OF THIS AGREEMENT.**
- 7.2 (a) Contractor shall defend, indemnify, release, reimburse and hold harmless the Indemnitees for, from and against any loss, damage, injury, liability, demands and claims, and pay any settlements and judgments against the Indemnitees, arising out of alleged or actual infringement (whether or not the alleged infringement is joint or indirect) of patent rights, trademark, copyrights or alleged misuse of trade secret information, by the whole or any portion of the Services. The foregoing indemnity shall be limited to the extent, but only to the extent, Contractor demonstrates that the claim of infringement has resulted from Chevron's non-permitted modification of the work product or from other wrongdoing by Indemnitees.
- (b) Without limitation of Section 7.2(a), in the event that legal proceedings based on patent, trademark, copyright or trade secret infringement are brought against the Indemnitees for their use of the work product of the Services or any portion thereof, Contractor shall, at its expense, either (i) procure for the Indemnitees the right to continue using such infringing item(s)/work product, or (ii) replace or modify the infringing item(s)/work product so that it becomes noninfringing while continuing to fulfill the Indemnitees requirements. Without limitation of Section 7.2(a), in the event that neither of the immediately foregoing remedies are reasonably possible, then Contractor shall grant to the Indemnitees a refund for all fees paid for such item(s) and any other portions of the work product which are unusable, and compensate Company for all other reasonable costs and expenses resulting therefrom.

- 7.3 Contractor shall promptly pay when due all obligations for labor and material. Contractor hereby waives its right to assert any liens and attachments, statutory, constitutional, common law or otherwise, on the facility or the site and shall also discharge at once, or bond or otherwise secure against all liens and attachments which are filed by its subcontractors and vendors of any tier on account of labor performed for Contractor or materials, equipment and supplies furnished for Contractor in connection with the Services, and shall defend, indemnify, release, reimburse and hold harmless Indemnitees and the owners of the premises on which this Agreement is performed for, from and against all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
- 7.4 In no event shall either Party be liable for, and each Party shall release the other Party from and against, any punitive damages, exemplary damages, loss of profits, loss of opportunity, or loss of production which may be suffered by such Party in connection with the performance of this Agreement; provided that third party damages subject to indemnification under this Agreement will not be limited by this Section.
- 7.5 Contractor shall report to Chevron as soon as practicable all incidents and occurrences resulting in injuries to Chevron's or Contractor's employees or third parties, or damage to property, a possible patent, trademark, copyright or trade secret infringement, or a possible claim under any law or regulation arising out of, or during, the prosecution of the services performed hereunder, and shall furnish Chevron with a copy of all reports, including accident reports covering each accident occurring during Contractor performance hereunder, whether or not such accident occurs on Chevron's premises.
- 7.6 Each Party shall promptly pay to any attorneys' fees, expert witness fees and all other expenses incurred by the indemnified Party resulting directly or indirectly from any and all loss, damage, injury, liability and claims for which indemnifying Party is obligated to indemnify such indemnified Party pursuant to this Agreement, including this Section 7. Subject to the foregoing, in any action or arbitration arising from this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, expert witness fees and all other expenses resulting directly or indirectly from any and all such loss, damage, liability and claims, whether based on contract, tort, strict liability or otherwise.
- 7.7 Expiration or earlier termination of this Agreement shall not impair or affect any liability or obligation of Chevron or Contractor which has accrued on or before the date of expiration or earlier termination of this Agreement. Further, unless otherwise specifically provided in this Agreement, all provisions of this Agreement which by their nature contemplate performance after the expiration or earlier termination hereof, including all provisions that contain obligations of confidentiality, indemnity, defense, representations, warranties, perpetual license, waiver or release made by any Party to this Agreement, shall survive such expiration or earlier termination of this Agreement.
- 8. INVOICES AND PAYMENT.**
- 8.1 **Receipt of Invoices.** Contractor shall provide Chevron with an invoice evidencing satisfactory completion of the Services. Upon receipt of such invoice, Chevron shall pay such invoice in accordance with the provisions of this Section.
- 8.2 **Invoice Data.** Invoices shall set forth: (i) the title and number of the Agreement under which compensation is payable, (ii) the amount, (iii) third party invoices and specific details on all other reimbursable costs incurred, (iv) Contractor's value added tax, goods and services tax, sales tax or other tax (which includes a tax assessed against Chevron but collected by Contractor); and (v) Contractor's tax registration number(s). Each invoice shall be accompanied by a copy of details to support Contractor's charges, such as hours worked and expense accounts (including appropriate support vouchers).

- 8.3 Payment of Invoices.** Chevron shall pay Contractor each undisputed invoice within thirty (30) days of Chevron's receipt of the invoice. Each payment by Chevron shall be made by electronic funds transfer to Contractor at Contractor's bank and account, as set forth in the applicable Service Order. If electronic funds transfer is not an available payment method, payment shall be made in a manner to be mutually agreed by the Parties. All payments are subject to applicable banking and currency laws. Chevron may provide to Contractor, and Contractor must accept and honor, an exemption certificate or a letter authorizing direct payment of taxes to a tax authority for one or more relevant taxing jurisdictions, and Contractor must not invoice Chevron for those taxes identified in the exemption certificate or letter.
- 8.4 Disputed Invoices.** If Chevron elects to make payment on a disputed invoice, then Chevron shall retain the right to pursue resolution of the disputed items (including those resulting from pricing, discount calculation or sales tax calculations errors) anytime after payment is made.
- 8.5 Failure to Invoice.** Unless otherwise stated in this Agreement, Contractor agrees Chevron shall not be responsible or liable for, and Contractor hereby waives any and all claims with respect to, any compensation amounts for which Contractor fails to provide an invoice in compliance with the terms of this Agreement within one hundred eighty (180) days of the completion of the relevant Services.

9. FINANCIAL RECORDS; CONFLICT OF INTEREST; AUDIT.

- 9.1 Records.** Contractor, its subcontractors and vendors of any tier shall maintain true and correct records in connection with the performance of Services and supply of materials and all transactions related thereto and shall retain all such records for at least twenty-four (24) months after termination of this Agreement.
- 9.2 Conflict of Interest.** No director, employee or agent of Contractor or of any subcontractors or vendor of Contractor of any tier shall give to or receive from any director, employee or agent of Chevron or any Affiliate any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this Agreement or enter into any business arrangement with any director, employee or agent of Chevron or any Affiliate other than as a representative of Chevron or its Affiliate, without prior written notification thereof to Chevron. Neither Contractor nor its directors, employees, agents or subcontractors, or their directors, employees or agents, shall make any payment or give anything of value to any official of any government or public international organization (including any officer or employee of any government department, agency or instrumentality) to influence his or its decision, or to gain any other advantage for Chevron or Contractor in connection with the work performed hereunder. Contractor shall promptly notify Chevron of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Chevron. Additionally, if any violation of this Section occurring prior to the date of this Agreement or a Service Order resulted directly or indirectly in Chevron's consent to enter into this Agreement or a Service Order with Contractor, Chevron may, at Chevron's sole option, terminate this Agreement and/or the applicable Service Order at any time and, notwithstanding any other provision of this Agreement, pay no compensation or reimbursement to Contractor whatsoever for performance after the date of termination. Any representative(s) authorized by Chevron may audit any and all records of Contractor or any subcontractors or vendor of any tier relating to the applicable Service Order for the sole purpose of determining whether there has been compliance with this Section. **Contractor shall release, defend, indemnify and hold harmless Chevron and its Affiliates from and against all losses and expenses arising out of a violation of this Section 9.2.**
- 9.3 Audits.** Chevron may from time to time and at any time after the date of this Agreement until twenty-four (24) months after termination of this Agreement make an audit of all records of Contractor and its subcontractors and vendors of any tier in connection with payments made under this Agreement (including any reimbursement under Section 10). Such audit may also cover Contractor's procedures and controls with respect to such

payments. Upon completion of this audit, Chevron shall pay Contractor any compensation due hereunder as shown by the audit. Any amount by which the total payment by Chevron to Contractor exceeds the amount due Contractor as shown by the audit shall be returned to Chevron. Contractor shall assist Chevron in making the above audits. Items of compensation such as fixed lump sums shall not be subject to audit under this Section 9.3. In the event Contractor is unable to provide Chevron with records of a vendor which are requested relative to an audit performed under this Section 9.3, Contractor shall be obligated to reimburse Chevron for such disputed costs for which no verification is available.

- 9.4 Subcontractor and Vendor Records and Audit.** Contractor shall require its subcontractors and vendors of any tier, and shall require all such subcontractors or vendors to require, in all agreements in connection with this Agreement their agreement to the provisions of Sections 9.1 through 9.3.

10. TAXES.

- 10.1 Contractor's Taxes.** Contractor is solely responsible (and Contractor's compensation under this Agreement includes an allowance) for all claims, demands, liabilities and damages for taxes that any taxing authority (including any of its political subdivisions) claiming jurisdiction over this Agreement or the area of operations may assess or levy against Contractor relating to Services, including all of the following:

- (a) Income.** Income, excess profit or other taxes, charges and imposts;
- (b) Personnel.** Taxes assessed or levied against or on account of compensation or other benefits paid to Contractor's employees;
- (c) Property.** Taxes assessed or levied against or on account of, or by reference to the value of, any property or equipment (including materials and consumable supplies) of Contractor; and
- (d) Services.** Taxes assessed or levied against or on account of, or by reference to the value of, the Services performed by Contractor, except taxes payable by Chevron under Section 10.2.

- 10.2 Chevron's Taxes.** Chevron is responsible for all claims, demands, liabilities and damages for taxes that any taxing authority (including any of its political subdivisions) claiming jurisdiction over this Agreement or the location contemplated by this Agreement may assess or levy against Chevron relating to Services (except for erroneous assessments or levies of taxes described in Section 10.1), including value added tax (VAT), goods and services tax (GST), sales tax and other similar taxes. If these taxes are applicable and Contractor is required to collect these taxes from Chevron, the amount of these taxes must be separately itemized and identified on Contractor's invoices as provided in Section 8, collected by Contractor and paid over by Contractor to the appropriate governmental agency; and Contractor must provide Chevron on a timely basis with invoices, tax receipts and any other documentation that may be required for Chevron to obtain tax reimbursement, credit, abatement or refund of any taxes assessed against Chevron and collected by Contractor.

- 10.3 Reports and Withholding.** Contractor must comply with all applicable tax rules and requirements, submit all tax reports, file all registrations and take all actions necessary to make its tax payments. If Contractor claims a tax exemption that may affect any obligations of Chevron, including an exemption from taxes described in section 10.2, Contractor must disclose this exemption to Chevron on a timely basis and provide Chevron with all exemption documentation requested by Chevron. Chevron will, as appropriate, report, withhold and pay to the tax authorities any tax on account of Contractor's Services based on the certifications or written representations provided by Contractor and accepted by Chevron. Chevron will provide Contractor with tax receipts (or other proof of payment if receipts are unavailable) for any withheld taxes but will not reimburse Contractor for withheld taxes.

- 10.4 Protest Rights.** Contractor must promptly and timely notify Chevron of any pending or actual assessment of VAT, GST, sales tax or similar taxes for which Contractor may seek reimbursement from Chevron. "Promptly and timely" as used in this Section 10.4 means

that Contractor must notify Chevron so that Chevron has enough time and a reasonable opportunity to appeal, protest or litigate the pending or actual assessment in an appropriate venue. To the extent that Contractor fails to give prompt and timely notice, Chevron has no obligation to, and will not, reimburse Contractor for these taxes, duties or costs. At Chevron's request and at Chevron's cost, Contractor must initiate an appeal, protest or litigation in Contractor's own name if Contractor is the only party that can legally initiate this appeal, protest or litigation. If Chevron or another Indemnitee is required to pay any amount indemnified by Contractor under this Section 10 in order to pursue an appeal, protest or litigation, Contractor must reimburse Chevron or other Indemnitee for that amount promptly upon receipt of a written request from Chevron.

10.5 Indemnity for Taxes. Contractor indemnifies Indemnitees against any and all liabilities or claims for taxes, including interest and penalties, that any taxing authority may assess or levy against Indemnitees in relation to Contractor's tax obligations pertaining to this Agreement, including any taxes, interest, damages, losses, costs, duties, charges, fines or penalties arising out of Contractor's actions or failure to act diligently under this Section 10, as well as any taxes imposed on Indemnitees as a consequence of receiving payment under this Section 10.5.

10.6 Tax Records. In addition to the requirements of Section 9.3: (a) Contractor must maintain records sufficient to substantiate all taxes, duties, fees, indemnities or other payments that may affect the obligations of Chevron and which are the responsibility of or reimbursed to Contractor under this Section 10 for so long as the longest applicable statute of limitations (including any waivers of a statute of limitations by Contractor) remains open, under which a taxing authority may institute audit, assessment or collection procedures for taxes paid or allegedly due in connection with this Agreement; and (b) Contractor must provide at Chevron's request and in the format requested by Chevron, all schedules, summaries or other data available to Contractor (or its subcontractors) that Chevron requires to prepare tax returns, refunds, claims and credits or for use in external tax audits.

10.7 No Import/Export. Absent proper amendment of this Section 10.7, Contractor shall not import (nor have already imported) into the United States any property (including intellectual property) used for the performance of this Agreement, nor shall Contractor perform any Services relating to such property. This Agreement shall only apply to the performance of Services for Chevron within the United States. For the provision of services to Chevron Affiliates outside of the United States, Contractor shall enter into a separate written agreement or amend this Section 10.7 accordingly.

11. INSURANCE.

11.1 Insurance Required. Without in any way limiting Contractor's liability pursuant to this Agreement, Contractor shall maintain the following insurance and all insurance that may be required under the applicable laws, ordinances and regulations of any governmental authority:

- (a) Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law, including (if applicable) coverage under the Longshore and Harbor Workers' Act, and the Outer Continental Shelf Lands Act. The Employers' Liability Insurance shall have a limit of not less than \$1,000,000 per occurrence.
- (b) Commercial General Liability (Bodily Injury and Property Damage) Insurance including:
 - (i) Contractual Liability to cover the liabilities assumed under this Agreement, The limit of such insurance shall not be less than \$5,000,000 combined single limit per occurrence.
- (c) Automobile Bodily Injury and Property Damage Liability Insurance that shall extend to owned, non-owned, and hired automobiles provided by Contractor in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000 combined single limit per occurrence.

11.2 Policy Endorsements. The above insurance shall include a requirement that the insurer provide Chevron with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified in Section 11.1(a) hereof shall contain a waiver of subrogation against the Indemnitees. The insurance specified in Sections 11.1(b) and (c) hereof shall:

- (i) Name the Indemnitees as additional insureds with respect to performance under this Agreement. The coverage provided to Indemnitees as additional insureds shall expressly include liability imposed or sought to be imposed upon Indemnitees for the contributory fault or negligence of Indemnitees, excluding sole fault or sole negligence;
- (ii) Provide that the insurance is primary coverage with respect to all insureds and shall not consider any insurance policies of the Indemnitees as contributory insurance; and
- (iii) Contain a cross liability or severability of interest clause so that each insured is covered as a separate insured.

Any physical damage insurance carried by Contractor on equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of subrogation against the Indemnitees.

11.3 Evidence of Insurance. Before commencing performance, and at the request of Chevron anytime thereafter, Contractor shall provide Chevron with certificates or other documentary evidence satisfactory to Chevron of the insurance coverages and endorsements set forth in Sections 11.1 and 11.2 above. Acceptance by Chevron of an improper certificate shall not constitute a waiver, release or modification of any of the insurance coverages and endorsements required hereunder.

11.4 Insurance Required from Subcontractors. The insurance carried by Contractor's subcontractors shall not in any way limit Contractor's liability (inclusive of its subcontractors) to Indemnitees under this Agreement or the insurance requirements of Contractor under this section.

12. CONFIDENTIALITY; PUBLICITY; OWNERSHIP OF WORK PRODUCT.

12.1 Confidentiality Provisions. Except as otherwise provided under the Brown Act or the Public Records Act, Contractor shall treat all information provided by Chevron (the "Confidential Information") or generated or obtained in connection with Contractor's performance of this Agreement as confidential, including any oral and written communications, information, documents, notes, data or other material in tangible, intangible or electronic form which Chevron deems proprietary or confidential. Contractor agrees that any Confidential Information and all other work product produced in connection with this Agreement shall only be used by Contractor's employees who need to know the Confidential Information for the purpose of this Agreement, who are informed by Contractor of the confidential nature of such information, and who are subject to a confidentiality or non-disclosure agreement which substantially reflects the confidentiality provisions of this Section 12.1. Contractor agrees to promptly deliver to Chevron the Confidential Information and all work product upon Chevron's request.

12.2 Publicity. Except as otherwise provided under the Brown Act or the Public Records Act, without the prior written consent of Chevron, Contractor shall not make any broadcast, press release, advertisement, public disclosure or other public announcement or statement with respect to this Agreement or the relationship between Chevron (including its Affiliates) and Contractor, including the use of Chevron's name or hallmark, in advertisements, marketing materials, press releases or other documentation or announcements. Contractor shall not photograph or videotape at Chevron's premises without Chevron's prior express written consent.

12.3 Ownership of Work Product. With the exception of generic content completed for Contractor's Process Technology program (i.e., content that does not contain any

Chevron Confidential Information), the Parties agree that all deliverables to be delivered in connection with the Services and other tangible materials authored or prepared by Contractor as work product in connection with this Agreement (collectively, the "Materials"), are the sole and exclusive property of Chevron, including all intellectual property rights. Notwithstanding the foregoing, Contractor shall retain all right, title and interest, in and to any and all concepts, analyses, know-how, frameworks, and models developed, owned or licensed by Contractor prior to the commencement of the applicable Service Order (collectively the "Contractor's Information"), provided that, such information shall not include Confidential Information. To the extent that Contractor incorporates any of Contractor's Information into the Materials, Contractor hereby grants to Chevron and its Affiliates a worldwide, royalty-free, non-exclusive, fully paid-up, irrevocable, perpetual license to use such Contractor's Information in connection with Chevron's and its Affiliates' use of the Materials, to modify such Contractor's Information in connection with their usage of the Materials, including through their agents and advisors, and to transfer such rights in connection with a transfer of the Materials (and Contractor shall provide any further documentation as requested by Chevron to support any of these rights). Notwithstanding any of the foregoing, all generic content approved by Chevron to be offered in Contractor's Process Technology program will be jointly owned by both Parties.

- 12.4. Data Privacy.** Contractor will comply with all reasonable requests of Chevron with respect to protecting personal data about Chevron employees and contractors, customers, suppliers, and others Contractor receives in connection with its performance of this Agreement, including but not limited to: restricting employee and subcontractor access to personal data, following Chevron's instructions in connection with processing personal data, not disclosing personal data to any third party without Chevron's written permission, applying appropriate security measures to protect the personal data, and complying with all applicable data protection laws. In the event of any unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of personal data, Contractor will immediately notify Chevron and cooperate with Chevron's reasonable requests to investigate and remediate such incident and provide appropriate response and redress.

13. BUSINESS RELATIONSHIP OF THE PARTIES.

- 13.1 Independent Contractor Status.** All of Contractor's activities are those of an independent contractor, and Contractor, its employees, agents and representatives shall not be considered to be employees or agents of Chevron. As an independent contractor, Contractor assumes all legal and contractual obligations arising out of the performance of this Agreement, no matter to whom such obligations may be owing, whether to the country or any political subdivision thereof, to Contractor's own personnel or to third persons. Chevron may instruct and direct Contractor as to the results to be obtained from Contractor's employees. Contractor, as an independent contractor, however, shall have complete control, supervision and direction over its equipment and personnel and over the manner and method of all its activities.

- 13.2 Use of Subcontractors.** Subject in each case to the prior approval of Chevron, Contractor may subcontract to affiliated or non-affiliated third party contractors ("subcontractors") such duties as Contractor deems necessary for the successful performance of this Agreement. Use of subcontractors by Contractor (whether or not properly approved by Chevron) shall not relieve Contractor from any liability or obligation under this Agreement. The terms of this Agreement regarding Contractor's performance, its equipment and personnel shall likewise apply to any subcontractor's work to be performed, its property and personnel as if such performance, property and personnel were the performance, property and personnel of Contractor. Contractor shall only contract with Subcontractors in a manner consistent with Chevron's rights under this Agreement. No Subcontractor, employee or business associate of Contractor shall be a third party beneficiary of this Agreement.

- 14. ASSIGNMENT.** Neither Party may transfer or assign its rights and obligations under this Agreement

or any Service Order without the prior written consent of the other Party. Notwithstanding the foregoing, without the consent of Contractor, Chevron may transfer or assign its rights and obligations hereunder in whole or in part (a) to an Affiliate, provided such entity shall be bound by the terms hereof, (b) pursuant to any merger, consolidation or otherwise by operation of law, and (c) to the successors and assigns of all or substantially all of the assets and/or facilities which primarily benefit from Service Orders issued hereunder, provided such entity shall be bound by the terms hereof. This Agreement will be binding upon and will inure to the benefit of the proper successors and assigns.

15. SUSPENSION OF WORK; FORCE MAJEURE.

15.1 Suspension of Work. Chevron may from time to time and at any time require Contractor to suspend performance hereunder completely or partially for whatever length of time Chevron may elect. The time for completion by Contractor shall be extended by each period that the completion date is necessarily delayed by (a) the actions or omissions of Chevron and not Contractor or (b) Force Majeure. Chevron shall not be liable for any damages suffered by Contractor due to delays and suspensions (including, delays and suspensions due to Force Majeure).

15.2 Force Majeure. In the event any delay due to Force Majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid and mitigate the effects of the delay and shall keep the other party advised as to its efforts and its estimate of the continuance of the delay. Subject to the foregoing, the affected party's failure to comply with this Agreement shall be excused if, to the extent and for so long as compliance by the affected party is prevented by Force Majeure.

16. APPLICABLE LAW AND DISPUTE RESOLUTION.

16.1 In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the Parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each Party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the Parties, each Party agrees that no award or decision resulting therefrom shall include punitive damages.

16.2 If the Parties are unsuccessful in their good faith attempt to otherwise resolve such dispute, the Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (a) Orange County or Los Angeles County in the State of California, or (b) the federal courts of the Central District of California, for any actions, suits or proceedings arising out of or relating to this Agreement (and the Parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

16.3 This Agreement shall be governed, construed, interpreted, enforced and the relations between the Parties determined in accordance with the laws of the state of California, without regard to its choice of law rules.

17. PRIOR AGREEMENTS; MODIFICATIONS AND AMENDMENTS.

This Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement (i.e., including any Service Order) may be modified or amended only in writing signed by both Chevron and Contractor. No Contractor invoice, price list, rate schedule, work ticket, receipt, confirmation or any other document prepared by Contractor and/or submitted to Chevron shall modify or supplement in any way this Agreement or any Service Order, regardless of any provision to the contrary in such document.

18. EFFECT OF WAIVER OF PERFORMANCE.

NOTICE: THIS CONTRACT CONTAINS INDEMNITY AND DEFENSE PROVISIONS

The waiver of, or failure to require, the performance of any covenant or obligation contained herein shall not be deemed to constitute a waiver of a similar later breach.

19. SEVERABILITY.

If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

20. NOTICES.

All notices and other communications relative to this Agreement or any Service Order shall be in writing. Notices shall be delivered: (a) by mail (postage pre-paid), (b) in person, or (c) by facsimile to the appropriate address specified from time to time by written notice to the other Party. Notices shall be effective at time of receipt. Notices relative to a particular Service Order shall be sent to the address indicated on the Service Order, with a copy as indicated below. Notices relative to this Agreement shall be sent as follows:

CHEVRON PRODUCTS COMPANY, a division of Chevron U.S.A. Inc.	Coastline Community College
Address: 324 W. El Segundo Blvd. Address: El Segundo, Ca. 90245 Attn: Juliette Maor E-Mail: JMaor@chevron.com With a copy to: Chevron Downstream Law Dept. 6111 Bollinger Canyon Rd, Suite 485 San Ramon, CA 94583 Attn: VP General Counsel Fax: 925.543.2313	Address: 11460 Warner Ave. Address: Fountain Valley, Ca. 92708 Attn: Robert Nash E-Mail: bnash@coastline.edu With a copy to: Coast Community College District Attn: Vice Chancellor, Administrative Services 1370 Adams Avenue Costa Mesa, CA 92626

21. CONSTRUCTION.

Each Party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement and the Parties agree that it shall not be presumed that any ambiguities are to be resolved against the drafting Party in the construction and interpretation of this Agreement or any amendments or exhibits hereto. Headings of Sections and other parts of this Agreement are for quick reference only and are not to be construed as part of this Agreement. The word "including" shall mean "including without limitation."

The Parties have executed this Agreement, in duplicate, as of the date first written above as evidenced by the following signatures.

CHEVRON PRODUCTS COMPANY, a division of Chevron U.S.A. Inc.	Coast Community College District
By: _____	By: _____
Printed Name: _____	Printed Name: Jerry Patterson
Title: _____	Title: President, Board of Trustees

- Addendum Procedure, Safety, and Environmental Guidelines
- Annex U.S. Laws and Regulations
- Annex Gifts and Entertainment Letter
- Annex Information Risk Management Document
- Annex Hiring Practices Letter

Exhibits

- Exhibit Contract Face Sheet



Hosted Software License & Services Agreement

This Hosted Software License & Services Agreement ("Agreement") is made effective as of the last date set forth below ("Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("Active" or "we" or "us") and Coast Community College District ("you" or "your" or "Agency"). Active agrees to provide you the Services (as defined below) subject to the following terms and conditions:

1. **Services.** Active will provide you with access to certain of its hosted software products ("Products") as well as applicable related services and support ("Services") as are more particularly described in Exhibit A attached hereto, which identifies functionality, features, options and fees related to the Products and Services you have elected to receive. To assist us in the delivery of the Products and Services, you agree to provide us with certain information requested by us relating to your organization. Any and all software or hardware specified in Exhibit A and provided under this Agreement as part of the Products are deemed delivered F.O.B. origin, which for software will typically be an Active provided downloadable FTP link.

2. **License to Intellectual Property/Promotion.**

a) Active shall retain all right, title and interest in and to its Products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this Agreement. You shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's rights in its Intellectual Property. You acknowledge that your use of the Intellectual Property shall not create in you or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active.

b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Products solely in accordance with Active's specifications, and (ii) to display, reproduce, distribute and transmit in digital form Active's name and logo in connection with promotion of the Products and/or Services as communicated to you by Active. You hereby grant to Active a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization, including your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services and the promotion of your organization. You will make reasonable efforts to promote and encourage adoption of the Services, including displaying Active's name and logo in any newsletters, printed registration forms or mailings provided by you to prospective participants.

c) You agree to promote Active as the preferred and exclusive provider of the Products and Services for your organization. You shall promote the availability of online registration (e.g. by inserting the following statement in any online or print media related to your event or activity: "Online Registration Powered by Active.com") and display Active's name and logo in any newsletters, marketing materials, printed registration forms, mailings and websites provided by you to prospective Participants.

d) Agency elects to receive notifications of free product, promotional items and giveaways through the Active program known as ActiveRewards. Active will offer you opportunities for free product, promotional items and giveaways at our event(s) or facility(ies) as applicable, the exact manner and type of which will be mutually agreed upon by you and Active upon your acceptance of a particular program.

3. **Information Security.** Active collects certain information, including names, addresses, credit card information and other information required by you and for the delivery of the Products and Services, from individuals registering for your event or

activity through the hosted website(s). Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. If you are unable to access your registrants' information through the event director portion of the hosted website, Active will make available such information to you via e-mail, fax or airmail upon request. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall prevent any unauthorized or illegal use or dissemination of such information. All information collected by Active shall be jointly owned by Active and you.

4. **Privacy.** Each party shall comply with all applicable laws, regulations and guidelines governing online privacy, including Active's privacy policy as published on its website, in fulfilling its obligations hereunder and in collecting and using personal information about users of the hosted website.

5. **Fees.**

a) Active shall collect registration fees charged by you for individuals that register for your activities and events online through the hosted website and remit to you those sums to you bi-monthly unless otherwise indicated in Exhibit A, less Active's service fees provided as consideration for the Products and Services as set forth in Exhibit A. All fees due to Active as consideration for its delivered Products and Services are non-refundable. All registrations are calculated on a per single registrant per single event basis. Active also has the right to charge fees owed to it by you if your organization is not meeting its agreed volume commitments throughout each year and may collect those funds via invoice, or directly by netting them from any account balance you maintain with Active. Active may also reimburse itself for any credit card charge backs or overdue fees owed by you out of the registration fees it collects on your behalf and/or by debiting your account. All fees and prices listed on Exhibit A are in US Dollars unless otherwise specified. The prices listed are for the current version of the Products and include improvements and enhancements to the delivered version of the Products provided under this Agreement as available and provided you have maintained a current agreement with Active.

b) Products and Services prices may change for any new Products and Services as well as significant upgrades and updates that are not deemed by Active as supported version enhancements. Prices may be increased up to 5% annually to cover cost increases such as inflation and cost-of-living.

c) Unless you provide Active with a valid and applicable exemption certificate for your Agency, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities however denominated chargeable by a governmental authority as a result of any service or deliverable provided under this Agreement, exclusive of taxes on Active's net income.

d) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree as follows: (i) we may send registration fees collected by us directly to the Third Party Beneficiary, and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Third Party Beneficiary that relate to or arise from your negligence, wrongdoing or lack of authority to act on behalf of such third party.

6. **Support and Service Fees.** Applicable support, training and professional services fees are more specifically described in Exhibit A. All Fees set forth in this Agreement and in Exhibit A that are not directly collected by Active as part of the registration fees will be due from you within 30 days of invoice date. Any Fees rendered later than this deadline shall accrue interest at the annual rate of 10% per annum. In the event of delay in paying a Fee, you shall reimburse Active for any legal fees incurred by

Active in its collection efforts. Active, at its option, may debit from your account any overdue amounts owed by you to Active from funds collected by Active on your behalf.

7. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. ALL PRODUCTS AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR LOST PROFIT DAMAGES. ACTIVE'S TOTAL LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED FROM YOU AS CONSIDERATION FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

8. **Term and Termination.** Unless expressly provided to the contrary in Exhibit A attached hereto, the term of this Agreement shall be for 1 year from 2/4/2010 until 2/3/2011. Either party may terminate this Agreement: (a) upon a material breach by the other party if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

9. **Representations and Warranties.** Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

10. **Exclusivity.** Active will be the sole and exclusive provider of the Products and Services for the term of this Agreement. You further grant Active a right of first refusal to match or better any offer of similar products or services as provided by Active hereunder and if Active elects to exercise such option, you agree to procure such products or services from Active.

11. **Indemnification.** Each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any third party claim, demand, cause of action, debt or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including reasonable attorneys' fees), to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's gross negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation. You shall further indemnify and hold harmless Active against any claim or cause of action to the extent that it is based on injury or death to a person or damage to property resulting from the participation in an event or activity operated by you in connection with the Products and/or Services.

12. **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the dispute. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany

the executive. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. The foregoing procedure shall not apply to either party's attempt to obtain provisional equitable relief in the form of an injunction or specific performance.

13. **Miscellaneous.** Any notices shall be in writing by fax or airmail. This Agreement is non-assignable without the consent of the other party, except that Active may without consent assign: (i) its rights to receive payments; or (ii) the Agreement in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. This Agreement shall be governed by the laws of the State of California. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Orange County, California. This Agreement contains the entire understanding of the parties regarding the subject matter and can only be modified by a subsequent written agreement executed by both parties. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. Sections 2, 7, 9, 11 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement. Neither this Agreement nor any attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure.

ACTIVE

By: _____

Date: _____

AGENCY

(Full Legal Name)

E-Mail

By: _____

(Signature)

Address

Print Name and Title

City, State and Zip

Checks payable to

Event URL (Web site)

Date: _____

Daytime Ph: _____

Please Fax entire agreement to Lauren Dachille at (858)408-4250.

EXHIBIT A

Please select products and services by placing a check mark (☒) in the box to the left.

	PRODUCT OR SERVICE	FEE FREQUENCY	SETUP FEE	DESIGN FEE	ONGOING FEES
	Online Transactions				
x	Online Registration	Surcharges retained for each registration processed	\$0	\$0	6.75% + \$1.25 for < \$150 3.75% + \$5.75 for \$150 - \$500 2.75% + \$10.75 for >\$500 * \$3.25 minimum
x	Online Donations	Surcharges retained for each donation processed	\$0	\$0	6.5% + \$1.00

The following is an outline of ActiveTrainer products and services Active shall provide to Company under the scope of the agreement.

<input checked="" type="checkbox"/>	Training Plan Content	Fees (ongoing)	Fee Schedule	Payment Terms	Retail Price	Notes
	ActiveTrainer proprietary training programs	70% of retail price, min \$5 per unit	Active Fees applied per product downloaded	Active Fees billed monthly (net 30) Company payments remitted monthly	\$9.99 – \$35.99	Changes in retail price must be approved by Active.

The products and services outlined below apply to the following activities, events, organizations and properties a.

Name	Date occurring	Turnout Last YR/Estimated	Notes
1. Walk for Brain Injury Awareness	3-27-2010	485/similar	
2.			
3.			
4.			
5.			



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 February 4, 2010 and shall terminate on June 30, 2010 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 days 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.

XIV. 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.

XVI. Communication List

(Please see Attachment G)

XVII. 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 F)

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: _____

Dwayne LaFon
Clinical Director

By: _____

Yi-Ru Sethanvanish
Administrative Services Director

By: _____

President, Board of Trustees

Date



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 its 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.

C. Weichert B

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 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 include, 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 I/P 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 reducing the level of enhanced supervision is to be included in the Annual I/P 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 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/L	Proc.
	12602	113		483.430(c)	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

Trip Coordinator:

Action

- 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.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES (cont)

3.

<u>Responsibility</u>	<u>Action</u>
Trip Coordinator: (cont)	<ul style="list-style-type: none">• 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:<ul style="list-style-type: none">▶ Original approved Trip Sheet is carried on the trip▶ A copy remains on the residence▶ A copy remains in the Program Office.
Trip Leader:	<ul style="list-style-type: none">• Attends the outing and serves as the person in charge of the trip.• <u>Prior to the trip:</u><ul style="list-style-type: none">▶ 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.• <u>During the trip:</u><ul style="list-style-type: none">▶ Monitors all aspects of the trip to ensure that pertinent information is being followed and that all risks are kept to a minimum:<ul style="list-style-type: none">- 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 Department 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.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES (cont)

6.

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

Residence : _____

Date of trip: _____

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 (i.e. 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 (i.e. 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: _____ Call phone #: _____

Approval: By signing below, Residence Manager(s) and Trip/On-site Leader indicate that employees/volunteers have reviewed the client(s)' RASF and are aware of their levels of supervision, mobility status and special considerations.

Form Completed By: _____

Date: _____

Residence Manager(s): _____

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.							

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				



Attachment D

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.

Following resolution of the behavioral crisis: (cont)

Responsibility

Action

OPS Police:

- Completes a Crime Incident Report DS 213, and submits to the OPS Commander/Designee.

Unit Supervisor/designee

- 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

- 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.

Responsibility

Action

Reporting staff:

- 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 behavioral crisis and additional staff is needed.

Telephone Operator:

- 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:

Responsibility

Action

Shift Supervisor/designee:

- Notifies the telephone operator that sufficient has arrived by dialing "77" and indicate "88".

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE (cont)

4.

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 Mistrreatment 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 elbows 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 drug use; 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 any one 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	I
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.

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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	1
	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 1 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:

Program Director/
Designee: (cont)

Action

- 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).

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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.

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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) 483.460	483.40(d)		76341(b)(7) 76641	72301(g) 72631	70703(g) 70859		NP 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.
	118 508	483.420(c)(6)	483.10(b)(11)(i)(A)		76521(c)(12) 76551(d)	72521(c)(6) 72541	70737		CSR

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.

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.

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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 Group Wise 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 GroupWise 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.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: INCIDENT/UNUSUAL OCCURRENCE REPORTING (cont)

6.

INCIDENT/UNUSUAL OCCURRENCE REPORT RETENTION, FOLLOW-UP, AND REPORTS (cont)

Responsibility	Action
Program Director/ Designee:	<ul style="list-style-type: none">• When an 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:<ul style="list-style-type: none">▶ 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

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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) 483.470(i) 483.470(j)	483.75(o)	Inclusive	76213 76509 76565	72505 72553	70743 70745	A H&S Manual

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 Coor.	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 Coor.	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 Coor.	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 Coor.	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	Analyann 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)].

6. 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)]

13. 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)



Amendment to Agreement
between
Coast Community College District
and
Worth Publishers
re
Psychology: The Human Experience

This is an amendment to an Agreement ("Agreement") between Coast Community College District ("Coast") and Worth Publishers ("Publisher") executed by Coast on July 22, 1999, with respect to a telecourse entitled *Psychology: The Human Experience* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Third Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE for Psychology: The Human Experience to Accompany Discovering Psychology* by Hockenbury & Hockenbury, the Publisher and Coast wish to have Coast prepare the necessary revisions for the Third Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement which will correspond to the Fifth Edition of the text, presently entitled, *Discovering Psychology*, by Hockenbury & Hockenbury;

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Third Edition:

1. Coast hereby grants to Publisher the right to print, publish, and sell the Third Edition under the same terms and conditions applicable to the First Edition Telecourse Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before April 28, 2010 camera-ready mechanicals for the Third Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 400 pages in length, provided the Publisher delivers all final page proofs or finished textbook to Coast by February 5, 2010.
3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of *Discovering Psychology* by Hockenbury & Hockenbury, payable as follows:
 - (a) \$2,000.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,000.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
4. Pursuant to the terms of Section 9 of the Agreement, the copyright for the Third edition, entitled *Course Student Guide for Psychology: The Human Experience* shall be registered to Coast Community College District.
5. The warranties and indemnities expressed in Paragraphs 10 and 14 of the Agreement

shall be extended to include any new material added by Coast to the Third Edition.

6. All notices to Coast are to be sent to: Dan Jones, Executive Dean of Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.
7. All notices to Publisher are to be sent to:
Elizabeth Widdicombe
Worth Publishers
41 Madison Avenue
New York, NY 10010-2022

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

Bedford, Freeman & Worth Publishing
Group, LLC

By _____
President,
Board of Trustees

By _____
Elizabeth Widdicombe
President and Publisher

With Notification to:

Executive Dean,
Instructional Systems Development
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Acquisitions Editor
Worth Publishers
41 Madison Avenue
New York, NY 10010-2022

President, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel



AMENDMENT NO. 1 TO AGREEMENT DATED

The Coast Community College District ("District") and Credentials Order Processing Services, Inc. ("COPSI") hereby agree to amend the existing Agreement between the parties, dated November 2, 2006, as set forth below:

1. The Term of the Agreement shall be extended for an additional two years, for the period February 4, 2010 through and including February 4, 2012.
2. Paragraph 14 of the existing Agreement, captioned "Confidentiality of Agreement", is deleted from the Agreement.

The parties hereby agree to the foregoing amendment by their respective signatures as set forth below.

Credentials Order Processing Service, Inc.

Coast Community College District.

By: _____

By: _____

Name: _____

Name: Jerry Patterson

Title: _____

Title: President, Board of Trustees

Date: _____

Date: February 4, 2010



NON-STANDARD CONSIGNMENT AGREEMENT

Between

_____ Tom Dowling Designs _____

And

COAST COMMUNITY COLLEGE DISTRICT

I. Tom Dowling Designs is a sponsor for the Harbour Chronicles exhibition at the Coast Community College District/Orange Coast College ("OCC") Frank M. Doyle Arts Pavilion. Tom Dowling Designs has also produced t-shirts and authorizes the OCC Frank M. Doyle gallery store to take merchandise on consignment with no up-front costs from OCC, for OCC to sell these items at the gallery store.

II. All Tom Dowling Designs merchandise will be sold only at the OCC Frank M. Doyle gallery store. Tom Dowling Designs will be paid a specified wholesale value for each item sold (ranging between 45% to 55% of the retail sale price), payable net 30, after sales reconciliation has been completed. The Tom Dowling Designs merchandise will be replenished to fulfill the demands of the gallery as needed.

III. This Memorandum of Understanding shall commence on February 3, 2010 and shall terminate on February 1, 2011. Tom Dowling Designs and OCC may agree in writing to modify the term of this Memorandum of Understanding, subject to the approval by their respective institutions.

IV. All Tom Dowling Designs merchandise provided to OCC is owned by Tom Dowling Designs and any unsold merchandise held by OCC shall be returned to Tom Dowling Designs upon request. OCC will only feature Tom Dowling Designs merchandise that is directly acquired from Honolua Surf Company.

V. OCC is not prohibited from selling other products and merchandise other than Tom Dowling Designs merchandise in the gallery store and elsewhere on campus. All the appropriate care will be given to Tom Dowling Designs merchandise while being featured in the gallery store. OCC shall be responsible to pay the wholesale price of the merchandise (as if it has been sold) if any Tom Dowling Designs merchandise is stolen or damaged while in the gallery store.

Tom Dowling Designs and the Coast Community College District (Orange Coast College) agree to the foregoing Consignment Agreement, and have indicated this acceptance thereof by their signatures below.

COMPANY NAME

Tom Dowling


Authorized Signature

Date: 1.27.10

COAST COMMUNITY COLLEGE DISTRICT

(Orange Coast College)

President, Board of Trustees

Date: _____



NON-STANDARD CONSIGNMENT AGREEMENT

Between

Honolua Surf Company

And

COAST COMMUNITY COLLEGE DISTRICT

I. Honolua Surf Company is a sponsor for the Harbour Chronicles exhibition at the Coast Community College District/Orange Coast College ("OCC") Frank M. Doyle Arts Pavilion. As part of that exhibition sponsorship, Honolua Surf Company has assisted OCC in creating a gallery store as a fundraising mechanism for the Arts Pavilion. Honolua Surf Company has also produced t-shirts and product and authorizes the OCC Frank M. Doyle gallery store to take merchandise on consignment with no up-front costs from OCC, for OCC to sell these items at the gallery store.

II. All Honolua Surf Company merchandise will be sold only at the OCC Frank M. Doyle gallery store. Honolua Surf Company will be paid a specified wholesale value for each item sold (ranging between 45% to 55% of the retail sale price), payable net 30, after sales reconciliation has been completed. The Honolua Surf Company merchandise will be replenished to fulfill the demands of the gallery as needed.

III. This Memorandum of Understanding shall commence on February 3, 2010 and shall terminate on February 1, 2011. Honolua Surf Company and OCC may agree in writing to modify the term of this Memorandum of Understanding, subject to the approval by their respective institutions.

IV. All Honolua Surf Company merchandise provided to OCC is owned by Honolua Surf Company and any unsold merchandise held by OCC shall be returned to Honolua Surf Company upon request. OCC will only feature Honolua Surf Company merchandise that is directly acquired from Honolua Surf Company.

V. OCC is not prohibited from selling other products and merchandise other than Honolua Surf Company merchandise in the gallery store and elsewhere on campus. All the appropriate care will be given to Honolua Surf Company merchandise while being featured in the gallery store. OCC shall be responsible to pay the wholesale price of the merchandise (as if it has been sold) if any Honolua Surf Company merchandise is stolen or damaged while in the gallery store.

Honolua Surf Company and the Coast Community College District (Orange Coast College) agree to the foregoing Consignment Agreement, and have indicated this acceptance thereof by their signatures below.

COMPANY NAME

Pat Fraley

Authorized Signature

Date: 1/26/10

COAST COMMUNITY COLLEGE DISTRICT
(Orange Coast College)

President, Board of Trustees

Date: _____

**ATTACHMENT #15
HAS BEEN REMOVED
FROM THE AGENDA**



COAST COMMUNITY COLLEGE DISTRICT

PROFESSIONAL EXPERT EMPLOYMENT AGREEMENT

This Professional Expert Employment Agreement ("AGREEMENT") is made and entered between the COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and John M. Breihan ("EMPLOYEE"). DISTRICT and EMPLOYEE are referred to herein individually as "PARTY" and collectively as the "PARTIES."

WHEREAS, DISTRICT desires to obtain expert professional services for and assistance in serving as Interim Assoc Vice Chancellor of Educational Services ("SERVICES"); and

WHEREAS, EMPLOYEE warrants and represents to DISTRICT that EMPLOYEE has special experience and expertise to successfully complete SERVICES required by DISTRICT, and EMPLOYEE agrees to enter into a temporary employment agreement with DISTRICT to perform SERVICES; and

WHEREAS, DISTRICT has the authority to retain EMPLOYEE as a temporary employee for the performance of SERVICES, pursuant to applicable provisions of the California Education Code and the California Government Code;

NOW, WHEREFORE, the PARTIES agree as follows:

1. Effective as of the date of DISTRICT's execution of this AGREEMENT, DISTRICT shall employ EMPLOYEE as a professional expert for a temporary period of time commencing on February 4, 2010 and ending on May 31, 2010 for the purpose of performing SERVICES.

2. EMPLOYEE shall competently and expertly perform SERVICES on behalf of DISTRICT and such other related duties as directed by Dr. Ding-Jo Currie [Name of Supervisor] or their designee ("SUPERVISOR"). EMPLOYEE will exercise their best efforts in providing SERVICES to DISTRICT during the term of this AGREEMENT. EMPLOYEE will provide SERVICES under the direction of and to the satisfaction of SUPERVISOR. SUPERVISOR reserves the right to monitor any SERVICES performed by EMPLOYEE for purposes of assessing the quality of the program or presentation.

3. During the term of this AGREEMENT, EMPLOYEE will perform SERVICES at dates and times as directed by DISTRICT, as more fully set forth in ATTACHMENT 1 which is attached hereto and incorporated as a part of this AGREEMENT by reference.

4. During the term of this AGREEMENT, EMPLOYEE will be paid compensation according to the hourly or percentage-based compensation schedule set forth in ATTACHMENT 1 attached to this AGREEMENT, with compensation payable pursuant to the DISTRICT'S classified payroll cycle. All compensation is subject to standard withholdings and deductions. Beyond the compensation as specified herein, EMPLOYEE shall not be entitled to any other compensation or benefits from DISTRICT, including health and welfare benefits.

5. EMPLOYEE shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits, and/or certificates necessary for performance of SERVICES under this AGREEMENT, and comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all DISTRICT policies, rules, and procedures in the performance of SERVICES under this AGREEMENT.

6.It is expressly understood that EMPLOYEE is an at-will employee of DISTRICT, serving at the pleasure of DISTRICT, and that as a professional expert, EMPLOYEE has no right to continued employment with DISTRICT. It is further understood that DISTRICT may terminate the services of EMPLOYEE at any time, with or without cause, upon written notice. At the time of such termination, EMPLOYEE will be paid by DISTRICT for SERVICES satisfactorily performed up through the date of termination.

7.EMPLOYEE shall not be permitted to sell books, tapes, and/or professional services, or otherwise promote their own business without prior written approval during the performance of AGREEMENT.

8.During the performance of this AGREEMENT, DISTRICT shall reimburse EMPLOYEE for any expenses directly related to SERVICES, provided that EMPLOYEE receives prior written authorization from DISTRICT to incur such expenses.

9.This AGREEMENT represents the entire and integrated agreement between DISTRICT and EMPLOYEE, and supersedes all prior negotiations, representations, and agreements, written or oral, between the parties. This AGREEMENT may be amended only by written instrument signed by the PARTIES hereto.

10.If any part of this AGREEMENT is determined to be illegal or unenforceable, all other parts shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT effective as of the date of execution by DISTRICT below.

**COAST COMMUNITY COLLEGE DISTRICT
(EMPLOYEE)**

P R O F E S S I O N A L E X P E R T

President, Board of Trustees

[Name] John M. Breihan

Date: _____

Date: _____

--ATTACHMENT 1--

Attachment 1 to R/S Standard Community Education/Sailing Center Not For Credit
Professional Expert Employment Agreement 2009 JL

IRV #4848-0528-2819 v3