AGENDA

Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, June 16, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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1.04 Recess to Closed Session

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

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

Public Employment

1. Faculty Special Assignments

2. Substitute Faculty

3. Full-time Faculty

4. Part-time Faculty

5. Educational Administrators

    a. Dean, Mathematics and Science

6. Classified Management

    a. Special project Supervisor
    b. Contract/Military Education Program Operations Assistant Manager
    c. Corporate Education Workforce Program Coordinator
    d. Assistant Director, Workforce/Economic Development
    e. Program Supervisor, Orange County One-Stop Center
    f. Manager, Military Programs Outreach
    g. Program Assistant Manager, Orange County One-Stop Center
    h. Director, e-Learning Research/Development

7. Classified Staff

    a. Accounting Analyst-Orange County One-Stop Center
    b. Accounting Specialist-Special Projects
    c. Administrative Specialist Coastal Co. One Stop Ctr
    d. Application Systems Analyst/Programmer
    e. Contract Education Application Programmer Assistant
    f. Contract Education Operations Coordinator Senior
    g. Contract Education Production Editor
    h. Contract Education Video Production Coordinator
    i. Corporate Relations Executive
    j. Developmental Disabilities Program Assistant
    k. Educational Media Designer Military
    l. Educational Media Designer Military/Contract Educ
    m. Electronic Media & Publishing Project Coordinator
    n. Eligibility Technician
    o. Foundation Office Assistant
    p. Grants Project Assistant
    q. Instructional Systems Development Programmer
    r. Instructional Systems Development Staff Aide
    s. Job Center Clerk
    t. Matriculation Office Assistant
    u. Matriculation Testing Technician
    v. Matriculation Evaluator
    w. Military Program Course Assistant I

x. Military Program Staff Facilitator
y. Military Programs Course Assistant 1
z. Military Programs Testing Specialist
aa. Military/Contract Education Applications Coordinator
bb. Military/Contract Education Specialist
cc. Military/Contract Education Staff Aide
dd. Military/Contract Education Technician
ee. Military/Contract Education Technician I
ff. Military/Contract Education Technician III
gg. Military/Contract Education Technician Intermediate
hh. Military/Contract Education Technician Staff Aide
ii. Office Coordinator
jj. Program Compliance Assistant
kk. Project Coordinator
ll. Special Projects Budget Clerk
mm. Staff Assistant
nn. Staff Specialist
oo. Student Financial Aid Technician
pp. WIA Support Clerk
qq. Workforce Specialist

8. Reclassification and Reorganization/Reassignment

a. Maintenance, Semi-Skilled
b. Staff Specialist
c. Custodian, Senior
d. Military/Contract Ed Tech Intermediate
e. Staff Assistant
f. Staff Assistant, Senior
g. Groundskeeper III
h. Office Coordinator
i. Staff Specialist
j. Custodian, Senior
k. Custodian, Senior
l. Groundskeeper II

9. Classified Temporary Assignments

a. Coordinator of Community Services
b. Information Systems Tech 2
c. Staff Assistant
d. Admin Assistant to the VP
e. Information Systems Tech Senior
f. Child Care Eligibility Specialist
g. Special Assignment
h. System/Network Analyst II
i. Campus Security Officer, Lead
j. Web/Multimedia Programmer
k. Special Assignment
l. Student Financial Aid Coordinator
m. Custodial Grounds Maintenance Supervisor

n. Maintenance, Lead
o. Groundskeeper, Lead

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

1.04.02 Conference with Legal Counsel: 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
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1.04.03 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)

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

Position: Chancellor

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

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

1.06 Pledge of Allegiance - Trustee Jim Moreno

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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1.09 Oath of Office - Student Trustee

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.11 Resolutions to Honor and Accept Retirements and Acknowledgments

2.00 General Information and Reports

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

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
2.02	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 Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)
2.02.03	Review of the Conflict of Interest Code, Policy 040-111-1
2.02.04	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 (ABC) Building
Orange Coast College Student Center Renovation
Golden West College Learning Resource Center
Coastline College Newport Beach Learning Center

2.04	Review of Quarterly Financial Status Report
3.00	Consent Calendar
3.01	Curriculum Approval NONE
3.02	Travel Authorizations - Board and Staff
3.02.01	Authorization for Student Trips - Coastline Community College
3.02.02	Authorization for Student Trips - Golden West College
3.02.03	Authorization for Student Trips - Orange Coast College
3.03	General Items
3.03.01	Authorization for Special Projects - Coastline Community College

3.03.02	Authorization for Special Projects - Golden West College
3.03.03	Authorization for Special Projects - Orange Coast College
3.03.04	Authorization to Apply for Funded Programs
3.03.05	Authorization for Disposal of Surplus
3.03.06	Authorization to Enter 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	Authorization for Purchase of Institutional Memberships - Coastline Community College
3.03.10	Authorization of Institutional Memberships - Golden West College
3.03.11	Authorization for Purchase of Institutional Memberships - Orange Coast College
3.03.12	Authorization for Purchase of Institutional Memberships - District
	NONE
3.03.13	Authorization for Community Activities -Coastline Community College
	NONE
3.03.14	Authorization for Community Activities - Golden West College NONE
3.03.15	Authorization for Community Activities - Orange Coast College
3.03.16	Sailing Program - Orange Coast College
3.03.17	Approval of Standard Agreements - Golden West College
3.03.17.01	Approve Standard Agreement with Prado Olympic Shooting Park for Use of Weapons Firing Facility
3.03.17.02	Approve Standard Agreement with Evans Gunsmithing Shooters World for Use of Weapons Firing Facility
3.03.17.03	Approve Standard Agreement with El Viento Foundation to Create Educational Pathways for Students to Attend College
3.03.17.04	Approve Standard Internship Agreement

3.03.18	Approval of Standard Agreements - Coastline Community College
3.03.18.01	Approve District Standard Scope of Work #2010-15 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
3.03.18.02	Approve District Standard Scope of Work #2010-16 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
3.03.18.03	Approve District Standard Scope of Work #2010-17 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
3.03.19	Approval of Standard Agreements - Orange Coast College
3.03.19.01	Approve Standard Agreement between the UCC Educational Center and the Coast Community College District for the Purpose of Providing Education and IT training at Orange Coast College
3.03.19.02	Approve Standard Agreement between the Hicks Canyon Child Development Center and the Coast Community College District for the Purpose of Providing Child Care Assistance for Eligible Orange Coast College CalWORKs Student
3.03.20	Authorization for Off-Campus Assignments - Coastline Community College
3.03.21	Authorization for Off-Campus Assignments - Orange Coast College
3.03.22	Authorization for Off-Campus Assignments – District
3.04	Personnel Items
3.04.01	Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
3.04.02	Authorization for Changes in Assignments, Academic Staff
3.04.03	Authorization for Contract Amendments Based upon Horizontal Salary Moves
3.04.04	Authorization for Schedule Changes, Classified Staff
3.04.05	Authorization for Professional Experts
3.04.06	Approval of Sabbatical Leave Requests

3.05	Additional Personnel Items NONE
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
3.05.04.01	Approve Amended Standard Independent Contractor Agreement with Norman Traub
3.05.04.02	Approve Amended Non-Standard Independent Contactor Agreement with Susan Woolley
3.05.04.03	Approval of Contractors for FY 2009-2010 Pursuant to District's Standard Annual Agreement for Contractor Services
3.05.05	Authorization for Professional Development Program NONE
3.05.06	Authorization for Staff Development - Golden West College NONE
3.05.07	Authorization for Staff Development - Orange Coast College NONE
3.05.08	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
3.06.07	Authorization for Special Payments – District NONE

4.00	Action Items
4.01	Approval of Agreements - Coastline Community College
4.01.01	Approve Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit.
4.01.02	Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North
4.01.03	Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South
4.01.04	Approve Agreement between The Hilton Family – Embassy Suites Hotel Anaheim South and the Coast Community College District for Catering and Forum Event on June 18, 2010
4.01.05	Approve an Amendment to an Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language Assessment and Training Services
4.01.06	Approve Agreement between Commander, Navy Region Southwest and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT) , Internet-based DSST®, and Excelsior College® Examinations (ECE CBT) Testing Programs
4.01.07	Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy Region Southwest and the Coast Community College District
4.01.08	Approve an Amendment to an Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOUs between Military Installations and the Coast Community College District to Operate as National Test Centers
4.01.09	Approve Agreement between The College Board and the Coast Community College District Outlining Payment Terms for the Administration of College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy Region Southwest and the Coast Community College District
4.01.10	Approve Agreement between the Regents of the University of California (UCI) and the Coast Community College District (Coastline) to provide Consultation on the Development of Four Curricula on Communication Skills for Direct Care Workers

4.01.11	Approve Agreement between The Westin South Coast Plaza and the Coast Community College District
4.01.12	Approve an Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services
4.02	Approval of Agreements - Golden West College
4.02.01	Approve Amendment to Non-Standard Agreement between Orange County Community Resources and the Coast Community College District for Service Training of Automotive Technicians
4.02.02	Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District to Conduct Online Career Certificate Programs
4.03	Approval of Agreements - Orange Coast College
4.03.01	Approve Non Standard Agreement between the Bridging Research, Information, and Cultures Initiative (BRIC) Research and Planning Group for California Community Colleges and Coast Community College District
4.03.02	Approve a Student Field Placement Agreement between California State University Long Beach and the Coast Community College District
4.04	Approval of Agreements - District
4.04.01	Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.
4.04.02	Approve Agreement with NCB, FSB
4.05	Buildings and Grounds Approvals
4.05.01	Bid Tabulations and Award of Contract: Orange Coast College Softball Field Netting Project; Bid No. 1979
4.05.02	Authorization to Purchase Classroom and Office Furniture for Orange Coast College New Consumer Health & Science Lab Building (OCC ABC Building), using the General Services Administration (GSA), Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contracts
4.06	General Items of Business - Coastline Community College
4.06.01	Student Health Fee Increase
4.07	General Items of Business - Golden West College NONE

4.08	General Items of Business - Orange Coast College
4.08.01	Approve Fee Increase by Orange Coast College Job Placement Center and Internship Academy to Increase Fee for Use of Online Job Board by Community Members
4.08.02	Authorization to Purchase Sixty (60) Apple Desktop Computers for Orange Coast College Using Apple's Collegiate Purchase Program (CPP) Agreement
4.09	General Items of Business - District
4.09.01	Approve a Change in Signatories for Warrants Processed by the District upon Retirement of C.M. Brahmbhatt, Vice Chancellor, Administrative Services (Disbursing Officer).
4.09.02	Approval of Employment Agreement, Dean of Mathematics and Science at Orange Coast College
4.09.03	Approval of Fiscal Year 2010-11 Budgets for Associated Students of Orange Coast College, Associated Students of Golden West College, and Coastline Community College Student Advisory Council
4.10	Resolutions NONE
4.11	Approval of Minutes
5.00	Public Comment (Items not on Agenda)
6.00	Adjournment

Meeting: 06/16/2010 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Preliminary Matters

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1.09 Oath of Office - Student Trustee

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.11 Resolutions to Honor and Accept Retirements and Acknowledgments

Acceptance of 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

Valerie Hayward, OCC, Interim Dean, Math and Science, retirement effective 07/01/10.

Whereas, Valerie Hayward, Interim Dean, Math and Science is retiring after 21 years at Orange Coast College effective the first day of July 2010; and

Whereas, for the past 18 months, Valerie Hayward has filled in as interim dean, administering to the division's 54 full-time and 66 part-time faculty members; and

Whereas, Valerie Hayward taught math at OCC for 20 years and was the director of the District's innovative TEACh^3 Program (Teacher Education At Coast Community Colleges), a program that trains students for careers in teaching. Valerie Hayward wrote the successful proposal that generated $1 million in grants to launch the TEACh^3 program. She also served seven years on the OCC Curriculum Committee, including five years as Curriculum Chair; and

Whereas, Valerie Hayward was selected Faculty Member of the Year in 2001-2002, and is a member and past president of Phi Delta Kappa. She earned her Bachelor's and Master's degrees in mathematics from California State University at Long Beach. Before joining OCC's faculty in 1989, Valerie Hayward taught at Cerritos College and CSU Long Beach. She was also a classified employee for eight years in the Seal Beach School District, now part of Los Alamitos Unified; and

Whereas, Valerie Hayward lives in Seal Beach and has been married for 36 years. She has two children, a son and a daughter, and three grand-daughters who live nearby. In addition to spending more time with her family and friends, Valerie Hayward looks forward to lots of traveling and winter skiing with her husband.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Valerie Hayward for her years of service to Orange Coast 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 Valerie Hayward on this day, the sixteenth of June in the year 2010.

Faculty

Arfsten, Patricia, OCC, Counselor, retirement effective 06/02/10.

Whereas, Patricia Arfsten, Counselor, is retiring after 36 years from Orange Coast College effective the second day of June 2010; and

Whereas, Patricia Arfsten received a Bachelor's and Master's degree from San Jose State University and also completed extensive post-graduate studies in counseling and clinical psychology at UCI, Loyola Marymount, CSU Long Beach, CSU Fullerton and Alliant University; and

Whereas, Patricia Arfsten joined the faculty of Orange Coast College in 1974 and has served in many capacities over the years. In addition to providing personal and career counseling and teaching a variety of counseling courses, she has also served as the Counseling Division senator, director of the Re-Entry Center, Career Library and Lab Coordinator, Coordinator of the OCC Peer Helping Program, Counseling Division instructional unit assistant, and as vice president of the faculty union; and

Whereas, Patricia Arfsten says, "Orange Coast has been the perfect professional fit, allowing me the opportunity to serve students and colleagues in a variety of ways. My passion has always been to serve and this has been met in my career at OCC. My plans in retirement – first catch my breath and then listen for what my next callings will be"; and

Whereas, Patricia Arfsten looks forward to being involved in projects addressing hunger and illiteracy in the community, advocate for labor justice and pursue her interests in the arts and creative writing. She also plans to spend more time with family and traveling, and she hopes to introduce a rare dog breed, Swedish Lapphunds, into the United States.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Patricia Arfsten on this day, the sixteenth of June in the year 2010.

Bandaruk,Theodore, OCC, Instructor, Physical Education/Biology, retirement effective 06/01/10.

Whereas, Theodore (Ted) Bandaruk, Instructor, Physical Education/Biology, is retiring from Orange Coast College effective the first day of June 2010; and

Whereas, Ted Bandaruk is retiring after 39 years at Orange Coast College, including 29 years as a professor of biology, and 10 years teaching swimming and scuba diving. In 1986 Ted Bandaruk, who coached OCC's ski team for 13 years, was named Coach of the Year by the National Collegiate Ski Association; and

Whereas, Ted Bandaruk, who completed his Bachelor's and Master's degrees at UC Irvine, was nominated twice for Outstanding Faculty Member of the Year in 1973-74 and again in 1974-75; and

Whereas, when Ted Bandaruk isn't teaching biology classes; he coaches 100 youngsters playing for the Corona del Mar Youth Water Polo Team and 300 swimmers on the Harbor View Swim Team; and

Whereas, Ted Bandaruk's son, Ted Jr. plans to play water polo for the Pirates next year. A second son, Jake, attends Corona del Mar High School. Ted Bandaruk's daughter, Dawn, is married to the Stanford University water polo coach; and

Whereas, Ted Bandaruk and his wife, Lynn, a retired nurse, hope to spend more time on the ski slopes in the future. However, he also plans to continue teaching part-time at Orange Coast College.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Theodore Bandaruk this day, the sixteenth of June in the year 2010.

Flowers, Carol, OCC, Instructor, Business and Computing, effective 05/31/10.

Whereas, Carol Flowers, Instructor, Business and Computing, is retiring from Orange Coast College after 34 years of teaching, effective the thirty-first day of May 2010; and

Whereas, Orange Coast College has been home to Carol Flowers since she received her Associate in Arts degree at OCC. Since the age of 18, there have only been four years when Carol Flowers was not affiliated with the Coast Community College District, either as a student or an instructor; and

Whereas, Carol Flowers earned a Bachelor's and Master's degrees in business administration at Cal State University, Long Beach. While working in the business industry, Carol Flowers returned to OCC to teach business and computer classes; and

Whereas, Carol Flowers presently teaches Financial Accounting and Introduction to Business on campus and online. Carol Flowers serves as a facilitator; creating an environment that exhibits step-by-step progression through the curriculum with active participation by students. The instructor/student partnership she establishes enhances student success in her classes; and

Whereas, in retirement, Carol Flowers, the Huntington Beach resident plans to teach part-time and travel. Her son, who plays professional minor league ball, lives in Huntington Beach when he is not playing baseball.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Carol Flowers for her years of service to Orange Coast 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 Carol Flowers on this day, the sixteenth of June in the year 2010.

Fricker, Norman, OCC, Instructor, Speech, retirement effective 05/30/10.

Whereas, Norman (Norm) Fricker, Instructor, Speech, is retiring from Orange Coast College effective the thirtieth day of May 2010; and

Whereas, Norm Fricker is retiring after 24 years as an Assistant Professor of Speech at Orange Coast College, where he coached and led the college's Speech Team to many state and national championships. "My students are a major part of my life," Norm Fricker said. "I love communicating with them at many levels. I love best seeing them grow into strong and happy professionals who give back to the world in so many ways. They are what it is all about"; and

Whereas, Norm Fricker served in the United States Army in Turkey and Japan from 1966-1970 after attempting college. Following his Army discharge, Norm re-started his college education at Orange Coast College, where he joined the Speech Team and competed in a national tournament; and

Whereas, Norm Fricker earned a Bachelor's degree at Cal State University, Long Beach, in radio and television production, followed by a Master's in speech communication. He began his teaching career part-time at Santa Ana College and OCC before joining the faculty at Bakersfield College, where he directed the speech and debate program from 1976 to 1985. In 1985 Norm Fricker returned to OCC as a full-time faculty member. His daughters Helen and Matie were members of the college's Speech Team. Helen is now a speech professor at Bakersfield College, and Matie opened her own business in Albuquerque, NM, after graduating from University of Massachusetts, Boston. Daughter Cari, who also attended OCC, recently graduated from the University of Michigan with a Master's degree in social work. "OCC is a family tradition," Norm Fricker said. His father also attended real estate classes OCC to prepare for his broker's license; and

Whereas, in retirement Norm Fricker and his wife Lucille, a retired substitute teacher, plan to travel, tackle projects at home and volunteer in the community. Norm Fricker also will teach part time and plans to fix up his home. They will visit their daughter in New Mexico, explore California and enjoy the family's annual trip to Hawaii.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Norman Fricker on this day, the sixteenth of June in the year 2010.

Goetz, Steven, OCC, Counselor, retirement effective 06/30/10.

Whereas, Steven Goetz, Counselor, is retiring from Orange Coast College effective the third day of June 2010; and

Whereas, Steven Goetz, a Professor of Counseling at Orange Coast College and former co-director of OCC's Honors Program, is retiring after 21 years. Steve was Orange County Community College Teacher of the Year in 2001, and was OCC's Faculty Member of the Year in 2000. He also received the National Institute for Staff and Organizational Development (NISOD) Excellence Award from the University of Texas at Austin in 2000. Additional awards included a PTA Graduate Fellowship in 1978, Huntington Union High School District Counseling Service Award in 1987, the H.B. McDaniels Award in 1979, Fulbright Award in 1987 and HBUHSD ESL District Mentor Teacher in 1989; and

Whereas, Steven Goetz earned a Master's degree in Social Ecology with a specialization in Cognitive Psychology at UC Irvine in 1979. He received a Bachelor's degree in English, with minors in history, Latin and the classics at UC Irvine in 1968; and

Whereas, before he joined the OCC faculty, Steven Goetz was a part-time instructor at Golden West College and Irvine Valley College from 1981 to 1987. Earlier in his career, Steve Goetz taught English and served as a counselor at Fountain Valley High School, Ocean View High School and Laguna Hills High School. He also was chair of the ESL Program at Ocean View from 1982 to 1989. In 1987 Steve spent a year in Netherlands as a Fulbright Exchange Teacher; and

Whereas, Steven Goetz lives in Irvine with his wife, Peggy. He plans to ski, paint (not walls) and travel once he retires. He has two children, Bryan and Anna, and exactly one grandson, Peter the Great, whom he intends to visit regularly.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Steven Goetz on this day, the sixteenth of June in the year 2010.

Heavern, Irene, OCC, Instructor, English, retirement effective 05/31/10.

Whereas, Irene Heavern, Instructor, English, is retiring from Orange Coast College effective the thirty-first day of May 2010; and

Whereas, Irene Heavern, professor of English, has been full-time faculty at OCC for the past 19 years and also taught part-time for many years. She came to OCC with 15 years' experience in the Huntington Beach High School District; and

Whereas, Irene Heavern earned Bachelor's and Master's degrees at Chapman University and is a PH.D. candidate at USC; and

Whereas, besides teaching English and literature, Irene Heavern has been the Curriculum Committee Chair for the past six years and developed and ran a Literacy Center on Campus and the Literature and Languages Division Resource Center; and

Whereas, a resident of Huntington Beach, Irene Heavern has two adult children and two grandchildren. She enjoys traveling and has visited Italy, Greece and Spain with Orange Coast College faculty members; and

Whereas, in retirement, Irene Heavern is planning a month-long trip this summer to study Italian. She is excited about the prospect of having more time to pursue the natural, cultural and aesthetic opportunities Southern California has to offer.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Irene Heavern

for her years of service to Orange Coast 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 Irene Heavern on this day, the sixteenth of June in the year 2010.

Jennings, Donald, OCC, Instructor, Fine Arts, retirement effective 05/31/10.

Whereas, Donald (Don) Jennings, Instructor, Fine Arts, is retiring after 36 years from Orange Coast College effective the thirty-first day of May 2010; and

Whereas, Don Jennings began teaching ceramics fulltime at OCC in 1974. Before joining OCC's faculty as a full-time ceramics instructor in 1974, Don Jennings taught ceramics at Redondo Union High School for seven years and Fullerton College for two years. A ceramics studio artist, Don Jennings' work has been exhibited in Blurock Gallery in Newport Beach; and

Whereas, as an OCC faculty member, Don Jennings fondly recalls leading 25 groups of students in his Art of Western Europe travel study abroad from 1978 to 2005. "I was the tour leader, art guide and parent on those fantastic European excursions," Don Jennings said; and

Whereas, Donald Jennings earned Bachelor's and Master's degrees at California State University at Los Angeles. He also served in the United States Air Force as an airman first class. From 1955 to 1958 he was assigned to the K-9 Corps where he taught and trained German shepherd police dogs; and

Whereas, in retirement when Don Jennings isn't working on new ceramic pieces or spending time with his wife, Sylvia, and their five children and 10 grandchildren, he will enjoy playing chess and reading nonfiction, especially history.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Donald Jennings on this day, the sixteenth of June in the year 2010.

Jones, Rita, OCC, Counselor, retirement effective 06/30/10.

Whereas,Rita Jones, Counselor, is retiring from Orange Coast College effective the thirtieth day of June 2010; and

Whereas, Rita Jones joined the Coast Community College District in 1995 and for the past five years has coordinated the Tech Prep Grant; and

Whereas, currently, Rita Jones is co-chair of the California Advisory Committee for Career Development; and

Whereas, during her career, Rita Jones has worked with high schools, community colleges and business and industry partners to implement education reform initiatives; and

Whereas, each year Rita Jones has organized a workshop for high school counselors, and has also facilitated staff development workshops for faculty and counselors; and

Whereas, Rita Jones has presented work-based learning effective practices at numerous statewide conferences; and

Whereas, in retirement Rita Jones plans to continue working as a consultant for statewide career development and writing work-based learning grants, but will also enjoy having more time to spend with her family, including her new grandson. "It has been a great experience working here at OCC", she said. "I have enjoyed my team here. I will certainly miss the camaraderie."

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Rita Jones for her years of service to Orange Coast 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 Rita Jones on this day, the sixteenth of June in the year 2010.

Koff, Sheila, OCC, Instructor, English, retirement effective 06/05/10.

Whereas,Sheila Koff, Instructor, English, is retiring from Orange Coast College effective the fifth day of June 2010; and

Whereas, after teaching full time for one year at Irvine High School, Sheila Koff decided to teach part time at Orange Coast College 24 years ago "and I've never looked back. I have been blessed with earning a living doing what I passionately believe in: fostering critical thinking through reading and writing about literature;" and

Whereas,Sheila Koff helped spearhead a *Writing Across the Curriculum* effort, studied Shakespeare in England, and Spanish in Mexico; and

Whereas,Sheila Koff has organized workshops at OCC for Orange County high school and community college faculty, and has presented innovative teaching techniques to Battle Creek, Michigan high school English teachers; and

Whereas,Sheila Koff contributed to two UC Irvine Writing Project publications, and has presented at state level and national level conferences; and

Whereas,in retirement, Sheila Koff looks forward to traveling with her husband, reading, writing watercolors and walking.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Sheila Koff for her years of service to Orange Coast 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 Sheila Koff on this day, the sixteenth of June in the year 2010.

Levine, Joel, OCC, Instructor, Physics/Anatomy, retirement effective 06/01/10.

Whereas,Joel Levine, Instructor, Physics/Astronomy, is retiring from Orange Coast College effective the first day of June 2010; and

Whereas,Joel Levine began his association with Orange Coast College in the early 1970's when he was asked to conduct a series of astronomy lectures offered through the OCC Community Education program; and,

Whereas,in 1985 Joel Levine received a fulltime appointment as Instructor in Physics and in the early 1990's became an academic advisor for the development of the new Television Course: *Astronomy: The*

Infinite Frontier that won an Emmy for Instructional Television; and

Whereas,for the past ten years Joel Levine has continued to be active in the development of academic programs at Coastline and Orange Coast Colleges, devoting time and energy to the student study guide for the Emmy winning *Astronomy: Observations and Theories* , and has continued to write updated articles; and

Whereas,in addition to teaching fulltime, Joel Levine devotes time towards the development and enhancement of the online physics course for non-science majors, and

Whereas, in retirement, Joel Levine will enjoy spending large amounts of time with his four granddaughters.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Joel Levine on this day, the sixteenth of June in the year 2010.

Lewis, Brian, OCC, Instructor, Film, retirement effective 06/01/10.

Whereas,Brian Lewis, Instructor, Film, is retiring from Orange Coast College effective the first day of June 2010; and

Whereas,Brian Lewis' teaching background includes over 40 years at the college level; and

Whereas,Brian Lewis was the founder of the OCC Film Department, served as department chair from 1976 to 1991, and launched the OCC Student Film Festival that is celebrating its 40th anniversary this year; and

Whereas, his film production expertise encompasses 30 years in the motion picture industry and he founded and published the Orange County Film/Video Referral Service and was publisher of "StoryBoard"; and

Whereas, Brian Lewis has taught, not only at OCC, but also California State University San Francisco and the University of California Irvine, and also found time to serve as juror for the Newport Beach International Film Festival and attend the Cannes, San Francisco and Sundance film Festivals; and

Whereas, "having the opportunity to teach at OCC has been the most rewarding experience of my life" Brian Lewis says; and

Whereas, in retirement, Corona Del Mar resident Brian Lewis plans on continuing to teach online, walk his dog Mollie, play golf, surf, travel in the USA and overseas, and spend more time with his wife, Abbie, and his family, including his seven grandchildren.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Brian Lewis on this day, the sixteenth of June in the year 2010.

Mason, Douglas, OCC, Instructor, History, retirement effective 06/01/10.

Whereas, Douglas (Doug) Mason, Instructor, History, is retiring from Orange Coast College effective the first day of June 2010; and

Whereas, Doug Mason joined the OCC Faculty in 1974 as a librarian, transferring to the History Department in 1981 where he has taught classes in Genealogy, the American West, the History of Western Civilization and United States History; and

Whereas, after earning his Bachelor's and Master's degrees at the University of California Santa Barbara, Doug Mason was a sergeant in the United States Air Force from 1969 to 1972; and

Whereas, following his military service, Doug Mason completed a Master of Library Science Degree from UCLA; and

Whereas, during retirement, Doug Mason plans to catch up on a project researching his family history, including his Lamay Quebecois ancestors; and

Whereas, Doug Mason also plans to work on some projects in his Irvine home and travel with his wife of 34 years, Suzanne. They have a son and daughter and two grandsons who live in Tennessee.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Douglas Mason on this day, the sixteenth of June in the year 2010.

Steinfeld, Thomas, OCC, Instructor, Architecture, retirement effective 06/30/10.

Whereas, Thomas (Tom) Steinfeld, Instructor, Architecture, is retiring from Orange Coast College effective the thirtieth day of June 2010; and

Whereas, Tom Steinfeld began his career at Orange Coast College eleven years ago and during this time has served as department chair and on the Academic Senate as both a part-time and full-time faculty member; and

Whereas, Tom Steinfeld was instructional unit advisor for the Architecture Department, volunteered as club advisor for the Architecture Club, and participated in Design Village Competitions at Cal Poly San Luis Obispo with his students; and

Whereas, as a licensed architect, Tom Steinfeld was self employed before changing careers at age 51 and he says that teaching at OCC was "one of the most fantastic periods of my life"; and
Whereas,upon retirement, Tom Steinfeld plans to spend more time remodeling his Costa Mesa home, and traveling with his wife, Kathy. They have two grown children who both graduated from OCC; and

Whereas, Tom Steinfeld feels like he made a good contribution to students and remains in touch with many former students who tell him how rewarding their education has been.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Thomas Steinfeld on this day, the sixteenth of June in the year 2010.

Willis, Margie, OCC, Instructor, Allied Health/Medical Assisting, retirement effective 05/31/10.

Whereas, Margie Willis, Instructor, Allied Health/Medical Assisting, is retiring from Orange Coast College effective the thirty-first day of May 2010; and

Whereas, Margie Willis joined Orange Coast College in 1975 as an instructor in the Medical Assisting Program, after graduating from Long Beach City College ten years earlier, and developing professional skills as an administrative and clinical medical assistant by working in various medical practices while concurrently attending courses at UCLA and California State University at Long Beach earning her Bachelor's degree in vocational education; and

Whereas, Margie Willis became the director of OCC's Medical Assisting and Medical Transcription programs, also teaching medical terminology; and

Whereas, to help her students understand how medical terms and abbreviations are used in documents that chronicle the care of patients, Margie Willis eventually developed her own course material into a textbook first published in 1995; and

Whereas, since 2000, Margie Willis has taught an online section of medical terminology and worked with the publisher to develop online courseware for each of the texts; and

Whereas, in retirement, Margie Willis plans to continue teaching part-time and working on revisions of her textbooks, and looks forward to traveling and spending more time with family and friends.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Margie Willis for her years of service to Orange Coast 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 Margie Willis on this day, the sixteenth of June in the year 2010.

Yanaga, Randall, OCC, Instructor, Mechanical Drafting/Machine Technology, retirement effective 05/28/10.

Whereas, Randall Yanaga, Instructor, Mechanical Drafting/Machine Technology, is retiring from Orange Coast College effective the twenty-eighth day of May 2010; and

Whereas, Randall Yanaga started his career at Orange Coast College 23 years ago after earning his Bachelor's and Master's degrees at California State University, Long Beach; and

Whereas, Randall Yanaga worked with Coast Community College District's Business Link providing contract education businesses in the community and also represented the Technology Division in the Academic Senate; and

Whereas,he and his wife, Debbie, homeschooled their three children; their son, Camden, graduated from UC Irvine with a degree in physics, his daughter, Quinn, is attending UCLA, and son, Tynan, is currently a sophomore at Newport Harbor High School; and

Whereas, Randall Yanaga enjoys travelling, especially enjoying his visits to England and Ireland; and

Whereas,in retirement, Randall Yanaga hopes to attend every tennis grand slam and major golf tournament. He has already been to the U.S. Open, British Open, and the PGA, and plans to attend the Masters.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Randall Yanaga on this day, the sixteenth of June in the year 2010.

Yett, Betil, OCC, Instructor, Anthropology, retirement effective 05/30/10.

Whereas, Betil Yett, Instructor, Anthropology, is retiring from Orange Coast College effective the thirtieth day of May 2010; and

Whereas, Betil Yett began teaching at Orange Coast College 26 years ago and, as chairperson for the Anthropology Department for 18 years she developed new courses in linguistics, natural history and cultures of the Southwest; and

Whereas, during her career, Betil Yett has started and served as advisor to the OCC Native American Student Association, organized and coordinated the OCC Native American Pow Wow, and has been co-director for the American Association of Community Colleges Service Learning Grant, and started and coordinated OCC's Community Science Night with her husband, Jan; and

Whereas, along with her husband, Betil Yett co-founded the Children's Center Garden, developed a service learning project with the Santa Ana Zoo, and served on OCC's Scholarship Committee for 16 years, and the Sabbatical Committee for 12 years; and

Whereas, Betil Yett established the Kokopelli Scholarship for students interested in the study of natural history and culture of America, and has funded the award for 21 years; and

Whereas, in retirement, Betil Yett will reside in Arizona with her husband.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Betil Yett for her years of service to Orange Coast 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 Betil Yett on this day, the sixteenth of June in the year 2010.

Yett, Jan, OCC, Instructor, Geology/Natural Science, retirement effective 05/30/10.

Whereas, Jan (Jay) Yett, Instructor, Geology/Natural Science, is retiring from Orange Coast College effective the thirtieth day of May 2010; and

Whereas, Jay Yett has served on the Orange Coast College faculty for 26 years, for ten years as Chairman of the Geology Department where he developed new geology courses in environmental geology and natural history and cultures of the Southwest; and

Whereas, Jay Yett was also coordinator for the Service Learning Program and was instrumental in winning three grants from the American Association of Community Colleges (AACC) Service Learning as well as a California State Student Success Grant for Service Learning; and

Whereas, with his wife, Jay Yett started OCC's Community Science Night, created numerous Family Science Nights at elementary schools, and also co-founded the Children's Center Garden; and

Whereas, Jay Yett served as content advisor for Coastline's new online geology course, was faculty representative to the OCC Foundation for two years, and has served on OCC's Scholarship Committee for 12 years, and provided funding for the Kokopelli Scholarship for students interested in the study of natural history and culture of America for the past 21 years; and

Whereas, Jay Yett and his wife will reside in Arizona after retirement.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Jan Yett on this day, the sixteenth of June in the year 2010.

Management

Coffey, Sally N., GWC, Director Community & Special Services, retirement effective 07/01/10.

Whereas, Sally Coffey, Director, Community & Special Services, is retiring from Golden West College effective the first day of July 2010; and

Whereas, Sally Coffey started at Golden West College in 1977 serving as Veterans; Coordinator for three years recruiting Vietnam veterans, helping them to collect their G.I. Bill benefits, find jobs, housing and counseling; and

Whereas, in 1979 Sally Coffey was co-producer of a KOCE show calling attention to the plight of veterans suffering from Post Traumatic Stress Syndrome and Agent Orange; and

Whereas, Sally Coffey began working in Community Services in 1980, supervising programs and events, and nine years later took over as Director of the Swap Meet; and

Whereas, Sally Coffey was honored as Manager of the Year in 2001, has established a Combat Veterans' Scholarship, developed the E-Waste program, served as co-chair of a Veterans' Task Force and has pushed for the development of a Veterans Center on campus that is scheduled to open this month; and

Whereas, in retirement, Sally Coffey plans to travel and spend more time with her children and grandchildren, and growing fresh vegetables in her Laguna Beach Community Garden.

Whereas,"Don't cry because it's over, smile because it happened" is Sally Coffee's mantra, and she will miss all of her friends and colleagues who have made her time at Golden West College so enjoyable.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Sally Coffey 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 Sally Coffey on this day, the sixteenth of June in the year 2010.

Classified

Backley, Carolene, DIST, Human Resource Specialist, retirement effective 07/01/10.

Whereas, Carolene Backley, Human Resource Specialist, is retiring from the Coast Community College District effective the first day of July 2010; and

Whereas, Carolene Backley started her employment with the District in 1989 as a member of the Clerical Pool in Applicant Processing; and

Whereas, seven months later Carolene Backley became a classified contract employee when she was hired as a Personnel Technician, and she continued to work in Applicant Processing until she transferred to Employment Services and Records in 1995; and

Whereas, Carolene Backley worked her way up to Human Resources Specialist where she became known as THE classified processing expert; and

Whereas, Carolene Backley has always shown a positive attitude and true professionalism in everything she has done, and has been a vital member of the District Human Resource team; and

Whereas, in retirement, Caroline Backley will be trying some new things, working on projects and interests that have been "put aside for too long", and spending more time with her grandchildren; and

Whereas, Carolene Backley will be missed by her District family and is wished every happiness in this new phase of her life.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Carolene Backley on this day, the sixteenth of June in the year 2010.

Bevington, Pamela N., GWC, Admissions & Records Technician II, retirement effective 07/01/10.

Whereas, Pamela (Pam) Bevington, Admissions & Records Technician II, is retiring from Golden West College effective the first day of July 2010; and

Whereas, Pam Bevington began her career in the Admissions and Records department in 1990 as an hourly registration assistant, and continued her employment performing a variety of duties in the department until 1998; and

Whereas, in 1998 Pam Bevington accepted a full-time position providing support to matriculation, counseling and student records; and

Whereas, Pam Bevington is an exemplary employee who has been a huge asset to the Admissions and Records department and the entire college; and

Whereas, in retirement, Pam Bevington has lots of plans, including spending time with her husband in their vacation home in La Quinta, exploring the beautiful desert, playing golf, traveling the USA, and spending more time with her grandchildren; and

Whereas, Pam Bevington is wished well in her retirement and will be greatly missed by all.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Pamela Bevington 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 Pamela Bevington on this day, the sixteenth of June in the year 2010.

Cardinali, Edith, GWC, Administrative Assistant to the Vice President, retirement effective 07/01/10.

Whereas, Edith Cardinali, Administrative Assistant to the Vice President, is retiring from Golden West College effective the first day of July 2010; and

Whereas, Edith Cardinali joined Golden West College as an Intermediate Steno Clerk in 1966 after obtaining her AA degree in Secretarial Science at Orange Coast College; and

Whereas, throughout the years, Edith Cardinali has worked in various areas of the campus including Evening College, Business, Technology and Public Services, Community Services, and lastly Administrative Services; and

Whereas, Edith Cardinali has been honored twice as Classified Employee of the Year, and was awarded the Charlie Sianez Exceptional Service Award in 2006; and

Whereas, Edith Cardinali calls Golden West College her second home and is grateful for the life-long friendships she has formed, the support she has received, and values the opportunity to witness students pursuing their dreams through education; and

Whereas, in retirement, Edith Cardinali looks forward to brushing up on her ballroom dancing with husband, Bob, catching up on reading and gardening, and enjoying more play-dates with her four grandsons.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Edith Cardinali 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 Edith Cardinali on this day, the sixteenth of June in the year 2010.

Ortiz, Marcelina, OCC, Custodian, retirement effective 07/01/10.

Whereas, Marcelina Ortiz, Custodian, is retiring from Orange Coast College effective the first day of July 2010; and

Whereas, Marcelina Ortiz began working at Orange Coast College in 1990 as an hourly food service worker; and

Whereas, in 1996 Marcelina Ortiz began working half-time as a night custodian and in 1997 she received a full-time assignment on a split shift (half day and half night) cleaning campus restrooms; and

Whereas, prior to her employment at Orange Coast College, Marcelina Ortiz worked at the Westin South Coast Plaza where she reported to Jorge Sanchez, who is her current supervisor at Orange Coast College; and

Whereas, Jorge Sanchez said, "Marcelina is a hard worker and great employee. It was my honor to have worked with her for all these years."

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Marcelina Ortiz

for her years of service to Orange Coast College and the Coast Community College District and offer her sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Marcelina Ortiz on this day, the sixteenth of June in the year 2010.

Additional Administrative Content

Created on 06/03/2010 a 02:23 PM by Mary Saccoccio. Last update on 06/10/2010 by Tracey Sanders.

Agenda Item

2.00 General Information and Reports

Meeting: 06/16/2010 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 06/03/2010 at 02:29 PM by Mary Saccoccio Last Update on 06/07/2010 by Mary Saccoccio

Agenda Item

2.01 Informative Reports

Meeting: 06/16/2010 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
District Student Council

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

Budget Committee
Career Technical Education Committee
Land Development Committee
Personnel Committee
Vice Chancellor of Educational Services and Technology Search Committee
Vice Chancellor of Finance and Administrative Services Search Committee
Orange County Legislative Task Force

Upcoming Meetings:

Audit	July 9, 2010	Board Conference Room	1:00 p.m.
Land Development	July 22, 2010	Board Conference Room	10:00 a.m.
Budget	July 22, 2010	Board Conference Room	1:30 p.m.
Career Technical Education	July 26, 2010	Board Conference Room	2:00 p.m.
Personnel	July 27, 2010	Chancellor's Conference Room	10:00 a.m.

Additional Administrative Content

Created on 06/03/2010 at 02:34 PM by Mary Sacococio Last Updated on 06/10/2010 by Mary Sacococio

Agenda Item

2.02 Matters for Review, Discussion and/or Action

Meeting: 06/16/2010 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

June 23, 2010 Special Meeting/Study Session
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 13, 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)

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 Review of the Conflict of Interest Code, Policy 040-111-1

After review by the Vice Chancellor of Human Resources, it was recommended by the Chancellor that the Board review the amendments to Appendix A, Designated Positions and type of Financial Interest, in compliance with the Coast Community College District Conflict of Interest Code. This item will be returned to the July 21, 2010 meeting for action by the Board of Trustees. (Please see Attachment # 24)

2.02.04 Opportunity for the Board to Review the Board Directives Log

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

Additional Administrative Content

Conflict of Interest 061610.pdf

Created on 05/25/2010 at 03:59 PM by CCCDAdsys. Last updated on 03/[illegible]/2010 by M[illegible]

Agenda Item

2.03 Review of Buildings and Grounds Reports

Meeting: 06/16/2010 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.03 Review of Buildings and Grounds Reports

Orange Coast College New Consumer Health & Science Lab (ABC) 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: "Mock up" water testing has been completed and installation of the brick veneer siding will begin on June 14th. The "mock up" process involves installing a small section of the exterior finishes and putting these surfaces through extensive leak testing. This allows any deficiencies to be identified and corrected prior to the installation of entire elevations of material. In addition, the surrounding site work (i.e. utility connections, walkway construction/reconstruction) is being initiated. This work is scheduled for completion during the summer months with the expectation of having pedestrian walkways available for the Fall semester.

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: The first modular buildings have been installed, furniture has been removed, and site has been prepared for construction. The first phase of this project will involve the de-construction of existing fixtures. Wherever possible, lighting fixtures and kitchen equipment will be removed, refurbished, and reused in the new space. The temporary space will continue to be developed over the summer in preparation for the Fall semester.

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: Utilities and drywall work continue on the building interior. In addition, some of the casework (cabinetry), ceramic tile installation, and exterior hardscaping has begun. Most of the exterior finishes of the building have been installed, with the exception of some specialty glass that has yet to arrive from the manufacturer. Upon installation of this glass, the building exterior will be completed and all interior finishes can move forward.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture
Construction Manager: CW Driver
DSA Approval: Pending (Estimated December 2010)
Est. Construction Start: August 2011
Est. Completion: January 2012
Funding: Measure C General Obligation Bond

Project Status: The project cost estimate for this building currently exceeds the project budget. As a result, value engineering options are being considered to reduce the overall project cost. This project is at 90% design completion and is anticipated to go to the Division of State Architects for review this month. Pending DSA approval, the demolition and site preparation work will begin in August-September with building construction anticipated to start in January 2011.

Additional Administrative Content

Created on 05/28/2010 at 02:30 PM by CCCD_BC - Last Update on 06/1/2010 by Mary Saccoccio

Agenda Item

2.04 Review of Quarterly Financial Status Report

Meeting: 06/16/2010 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.04 Review of Quarterly Financial Status Report

Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Third Quarter Financial Status Report ending March 31, 2010. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment # 1)

Fiscal impact: No fiscal impact.

Additional Administrative Content

Third Quarter Report.pdf

Created on 05/28/2010 4:02:21 PM by CCCB Admin. Last updated on 06/10/2010 by MaryS.

Agenda Item

3.00 Consent Calendar

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.00 CONSENT CALENDAR

(Yellow Pages)

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

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

Additional Administrative Content

Created on 05/25/2010 8:05:40 PM by Rafael Lamb / Last Modified on 06/1/2010 by Mary Scoccolo

Agenda Item

3.01 CURRICULUM APPROVAL

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.01 Curriculum Approval

NONE

Additional Administrative Content

Created on 05/25/2010 03:40 PM by Sabine Formoso, Last Modified 05/03/2010 10:57 AM by Mary Saccoccio

Agenda Item

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.02 Travel Authorizations - Board and Staff

Additional Administrative Content

1. Travel Authorization

a . Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

Lee Fuller, Student Trustee (DIST), to attend the Community College League of California Student Trustee Workshop, August 13-14, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of $300, including a registration fee of $240, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

Daniel S Adelmann, Counselor (OCC), to attend the American Association of Respiratory Care Congress, December 5 - 9, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,560, including a registration fee of $360, travel by Air Coach, to be paid from WIA Allied Health Grant, CFE Contracted PDI Full Time Conference funds.

Sylvia E Amitoelau, Ed Media Designr Mil (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

William B Avery, Dir Of Marine Prgrms (OCC), to attend the Newport - Bermuda Race, June 17 - 25, 2010, Newport, RI, without loss of salary, with reimbursement for allowable expenses of $200, including rental car and insurance, to be paid from Sailing Center.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the Great Administrators Seminar - California Child Development Administrators Association, July 12 - 14, 2010, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of $199, including a registration fee of $199, to be paid from Children's Center Foundation funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the California Department of Education Nutrition Services Division - "Healthy Meals, Healthy Children" Conference, July 16, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $35, including a registration fee of $35, to be paid from Children's Center Foundation funds.

Barbara B Bond, Dean (OCC), to attend the National Alliance of Two Year College Athletic Administrators, June 22, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $200, including a registration fee of $100, to be paid from PE & Athletics Division Budget.

Marilyn G Brock, President (CCC), to attend the Community Coollege League of California Chief Executive Officers Board Meeting, June 18-19, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Rosalind J Campbell, Student Fin Aid Acct Fisc Spec (OCC), to attend the Power FAIDS User Training Conference, July 15 - 17, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of $1,000, including travel by Air Coach, to be paid from Financial aid categorical funds.

Michael P Carey, Env Sustain Coord (OCC), to attend the Association for Advancement of Sustainability in Higher Education 2010 Conference, October 9 - 13, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of $1,700, including a registration fee of $525, travel by Air Coach, to be paid from ASOCC funds.

Michael P Carey, Env Sustain Coord (OCC), to attend the California Higher Education Sustainability Conference, June 21 - 23, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of $720, including a registration fee of $399, to be paid from ASOCC funds.

Thomas A Chambers, Hourly Instructor (CCC), to attend the National Education Association Representative Assembly, June 30-July 6, 2010, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $30, travel by Air Coach, to be paid from CCA Conference funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $1,250, to be paid from ISD Ancillary Funds. Other allowable expenses include funds to pay for fuel expenses for the District Vanpool.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Meetings with Various California Community Colleges, July 12-16, 2010, Bakersfield, Santa Maria, Pleasant Hill, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of $1,750, to be paid from ISD Ancillary Funds. Reimbursement of mileage in personal auto, in lieu of airfare. Air travel is not feasible due to locations of meetings.

Betty L Disney, Professional Expert (CCC), to attend the Coastline Community College Education Bound United States Xiang Jiang High School Site Visit, November 4-11, 2010, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of $2,000, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Daniel J Farrell, Instructor (OCC), to attend the American Association of Respiratory Care Congress, December 5 - 9, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,560, including a registration fee of $360, travel by Air Coach, to be paid from WIA Allied Health Grant, CFE Contracted PDI Full Time Conference funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the National Association of Institutions for Military Education Services (NAIMES) 2010 Annual Meeting, September 20-22, 2010, Arlington, VA, without loss of salary, with reimbursement for allowable expenses of $1,400, including travel by Air Coach, to be paid from Contract Ed Ancillary funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the McConnell Air Force Base Education Fair, July 12-14, 2010, McConnell Air Force Base, KS, without loss of salary, with reimbursement for allowable expenses of $1,400, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary funds.

Elaine K Hill, Telecourse Mrktng Co (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

Danny C Jones, Administrative Dean (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-25, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

Danny C Jones, Administrative Dean (CCC), to attend the Instructional Technology Council and Board Meeting, July 27-30, 2010, Portland, ME, without loss of salary, with reimbursement for allowable expenses of $1,800, including travel by Air Coach, to be paid from ISD Development Travel Expense funds.

John C Kerins, Hourly Instructor (OCC), to attend the Urban Sketching Symposium, July 28 - 31, 2010, Portland, OR, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $395, travel by Air Coach, to be paid from CCA/CTA Union funds.

Daniel S Kuo, Instructor (OCC), to attend the Economics: the Human Dimension, August 1 - 6, 2010, Stanford, CA, without loss of salary, with reimbursement for allowable expenses of $1,200, including travel by Air Coach, rental car and insurance, to be paid from CFE Contracted PDI Full Time Conference funds.

Cheri L Lawell, Instructor (OCC), to attend the Academic Senate Curriculum Institute, July 8 - 10, 2010, Santa Clara,

CA, without loss of salary, with reimbursement for allowable expenses of $869, including a registration fee of $725, travel by Air Coach, to be paid from Academic Senate President's Conference funds.

Cheri L Lawell, Instructor (OCC), to attend the Academic Senate Student Learning Outcomes & Assessment Institute, July 7, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of $300, including a registration fee of $265, to be paid from Accreditation Ancillary funds.

Benjamin J Lohman, Instructor (OCC), to attend the Pacific Collegiate Forensics Association Coaches Conference, September 13 - 15, 2010, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of $300, to be paid from CFE Contracted PDI Full Time Conference funds, to be reimbursed for lodging due to late night & early morning meetings.

Leslie K McCall, Instructor (OCC), to attend the Photoshop World, August 31 - September 3, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $538, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference funds.

Charlene F Melrose, Instructor (OCC), to attend the American Psychological Association Conference, August 12 - 15, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $275, to be paid from CFE Contracted PDI Full Time Conference funds, to be reimbursed for lodging due to late night and early morning meetings.

E N Meneses, Vice President (CCC), to attend the Leadership Education for Asian Pacifics, Inc., Leadership Development Program for Higher Education, July 7-10, 2010, Pomona, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Robert D Nash, Dir, Inst Desgn & Fac Support (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

Melinda A Nish, Vice President (OCC), to attend the California Community College Chief Instructional Officers Consultation Council, June 17, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $500, including travel by Air Coach, to be paid from VPI Ancillary funds.

Richard T Pagel, Vice President (OCC), to attend the California Higher Education Sustainability Conference, June 21 - 23, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of $720, including a registration fee of $525, to be paid from Ancillary Account, to be reimbursed for travel by train equal to the equivalency of travel by aircoach.

Eva F Potts, Temp Instructor (GWC), to attend the Great Teachers Seminar, August 1-6, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of $660, including a registration fee of $950, to be paid from IPD AFT conference funds.

Eva F Potts, Temp Instructor (GWC), to attend the Healing Touch Program - Level I, August 14-15, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $340, including a registration fee of $340, to be paid from IPD AFT Conference funds.

Barbara A Price, Hourly Instructor (OCC), to attend the Skills USA Annual Competition & Conference, June 22 - 27, 2010, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, to be paid from CCA/CTA Union funds.

Jack S Price, Hourly Instructor (OCC), to attend the National Education Association Annual Conference and Representative Assembly, June 30 - July 7, 2010, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, to be paid from CCA/CTA Union funds.

Jack S Price, Hourly Instructor (OCC), to attend the Skills USA Annual Competition & Conference, June 22 - 27, 2010, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, to be paid from CCA/CTA Union funds.

Joseph P Pulichino, Professional Expert (CCC), to attend the Coastline's 2010 Summer Institute Debriefing Meeting with Coastline Community College Education Bound United States-China Program Administrators, July 7-9, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of $1,100, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed Ancillary funds.

Cynthia L Reber-Bonhall, Instructor (OCC), to attend the Society of Diagnostic Medical Sonography, October 13 - 16, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of $1,200, including a registration fee of $675, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference funds.

Linda A Rhines, Hourly Instructor (OCC), to attend the American Association of Respiratory Care Congress, December 5 - 9, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,560, including a registration fee of $360, travel by Air Coach, to be paid from WIA Allied Health Grant, CFE Contracted PDI Full Time Conference funds.

Vincent P Rodriguez, Dean, Distance Learning (CCC), to attend the Curriculum Institute 2010, July 8-10, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of $1,325, including a registration fee of $725, travel by Air Coach, to be paid from Distance Learning Conference funds.

Evangelina Rosales, Temporary Instructor (GWC), to attend the Great Teachers Seminar, July 31 - August 6, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $950, to be paid from IPD AFT Conference funds.

William M Saichek, Instructor (OCC), to attend the The Synergy 2010 Project, June 26 - 30, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of $2,000, including a registration fee of $500, travel by Air Coach, to be paid from Convergent Technology Grant.

Lloyd E Saposnek, Hrly/Temp Tech (CCC), to attend the Disability Program Navigator and Governor's Committee Quarterly Meeting, June 22-24, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $600, to be paid from Disability Program Navigator.

Melissa K Simpson, Instructor (OCC), to attend the 13th Annual Foodservice Educators Network International Summit, February 19 - 21, 2011, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of $1,115, including a registration fee of $630, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference funds.

Melissa K Simpson, Instructor (OCC), to attend the 2010 American Culinary Federation National Convention, August 2 - 5, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $85, including a registration fee of $65, to be paid from CFE Contracted PDI Full Time Conference funds.

Jane C Smith, Instructor Cosmetlgy (GWC), to attend the Great Teachers Seminar, July 31 - August 6, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $950, to be paid from IPD AFT conference funds.

Teresa J Speakman, Instructor (GWC), to attend the 189th 2-Year College Chemistry Consortium Conference, September 9-12, 2010, Portland, OR, without loss of salary, with reimbursement for allowable expenses of $600, including a registration fee of $50, travel by Air Coach, to be paid from IPD AFT conference funds.

Toan Q Tran, Isd Dev Programmer (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

Jillian L Whistler, Child Care Center Elig Asst. (OCC), to attend the California Department of Education Nutrition Services Division - "Healthy Meals, Healthy Children" Conference, July 16, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $35, including a registration fee of $35, to be paid from Children's Center Foundation funds.

Margaret M Yanalunas, Temp Ed Media Designr Mil (CCC), to attend the 3rd Annual Emerging Technologies for Online Learning Symposium, July 20-23, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $750, to be paid from ISD Ancillary funds.

Created on 5/25/2010 at 03:39 PM by Jane Burton. Last updated on 06/1/2010 by Jane Burton

Agenda Item

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 06/16/2010 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: Various Activities
Location: Indicated Below
Dates: Indicated Below
Department: Fairview Developmental Center
Transportation: Fairview Developmental Center Bus

July 12 – Main Place Mall, Santa Ana
July 19 – Huntington Beach Pier, Huntington Beach
July 26 – Westminster Mall, Westminster
August 3 – Balboa Pier, Balboa Peninsula

The following Student Trips are being submitted for the Coastline Global Advocacy Project exchange trip where two students from North Lindsey College, Scunthorpe, England and their two chaperones will be visiting the Coastline ECHS students to visit Southern California for six days this summer. This trip was won by the winners of the annual competition.

Conference/Activity: Beach Party
Location: Huntington Beach, Laguna Beach, Newport Beach
Dates: June 21, 2010
Department: Early College High School
Cost/purpose/funding source: Expenses NTE $300/Materials and Refreshments/International Intercultural Committee funds
Transportation: District transportation

Conference/Activity: Los Angeles and Vicinity
Location: Los Angeles, Hollywood, Santa Monica Pier, Venice Beach
Dates: June 22, 2010
Department: Early College High School
Cost/purpose/funding source: Expenses NTE $450/Materials and Refreshments/International Intercultural Committee funds
Transportation: District transportation

Conference/Activity: Disneyland
Location: Anaheim, CA
Dates: June 23, 2010
Department: Early College High School
Cost/purpose/funding source: Expenses NTE $400/Materials and Refreshments/International Intercultural

Committee funds
Transportation: District transportation

Conference/Activity: Coastline College Campuses, Orange County local tour, Long Beach
Location: Fountain Valley, Costa Mesa Center, Newport Beach, Long Beach Aquarium
Department: Early College High School
Cost/purpose/funding source: Expenses NTE $500/Materials and Refreshments/ECHS Ancillary funds

Transportation: District transportation

Additional Administrative Content

Created on 05/25/2010 at 03:20 PM by Laurie Swanson Last Update on 06/10/2010 by Laurie Swanson

Agenda Item

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 06/16/2010 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.
California Higher Education Sustainability Conference
Location: Los Angeles, California
Date(s): June 20 – 23, 2010
Department: Student Activities
Cost/purpose/funding source: $2,500 for registration, lodging, meals, parking and miscellaneous expenses from ASGWC funds

National Model United Nations Conference
Location: New York, New York
Date(s): April 17-23, 2011
Department: Student Activities
Cost/purpose/funding source: $14,000 for transportation, registration, food, lodging and miscellaneous supplies from Associated Students, club and GWC Foundation funds

Away Athletic Contests (Day Trips)
Location: Various
Date(s): Fall 2010
Department: PE/Athletics
Cost/purpose/funding source: $7,000 for entry fees from trust/auxiliary funds

ASGWC Teambuilding Training
Location: Irvine; California
Date(s): June 10, 2010
Department: Student Activities
Cost/purpose/funding source: $200 for use of facility and equipment, food and supplies from Associated Students funds.

Additional Administrative Content

Created on 05/25/2010 at 03:39 PM by Christina Ivy - Last update on 06/10/2010 by Christina Ivy

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 06/16/2010 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.

2010 California Higher Education Sustainability Conference
Location: Los Angeles, CA
Date: June 20-23, 2010
Department: Associated Students of Orange County (ASOCC)
Cost/Purpose/Funding Source: NTE $1,000 for conference registration, transportation, parking, meals, and miscellaneous expenses from ASOCC funds
Transportation: District

CCCSAA Student Leadership Conference
Location: Costa Mesa, CA
Date: October 22-24, 2010
Department: Associated Students of Orange County (ASOCC)
Cost/Purpose/Funding Source: NTE $5,000 for conference registration, lodging, parking, meals, and miscellaneous expenses from ASOCC funds

Kristopher Cutting to Serve as Region 8 Senator for the California Community Colleges (SSCCC)
Location: Attend monthly meetings in Sacramento, CA
Date: July, 2010 – July, 2011
Department: Associated Students of Orange County (ASOCC)
Cost/Purpose/Funding Source: NTE $4,000 for airfare, lodging, meals, and miscellaneous expenses to be paid by the California Community Colleges System Office and ASOCC funds
Transportation: Air

ASOCC Activities
Location: Various locations within the local five-county area
Date: June, 2010, through September, 2010
Department: ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs
Cost/Purpose/Funding Source: NTE $500 per event/ travel for a variety of activities and entertainment including, but not limited to, pre-approved events, fundraisers, and community service. Travel, food, supplies, and miscellaneous expenses to be paid from ASOCC, club funds, fundraisers, sponsors, and student personal funds
Transportation: District/personal vehicles/public transportation

Additional Administrative Content

Agenda Item

3.03 GENERAL ITEMS

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on 06/09/2010 at 02:30 PM by Mary Sacococo Last Updated on 06/10/2010 by Mary Sacococo

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 06/16/2010 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

Vietnamese Language Instructors' Training Conference
Date: August 13-15, 2010
Location: Le-Jao Center
Department: Planning, Development, and Government Relations
Purpose: Three-day annual conference aimed at Vietnamese language instructors and professors teaching at the basic, high school, and college levels.
Cost/Purpose: No cost to the College or District.

Kaleidoscope Leadership Institute
Date: December 1-5, 2010
Location: Westin South Coast Plaza Hotel, Costa Mesa
Department: Foundation
Purpose: Leadership institute for women of color in higher education
Cost/Purpose: NTE $4500/Materials
Funding Source: Foundation funds

Community Outreach and Partner Agency Activities
Date: Various dates throughout 2010-11
Location: Various
Department: One-Stop Center
Purpose: Build community relationships and bring positive exposure to the One-Stop Centers. Coastline Community College/Orange County One-Stop Center to participate in recruitment, business outreach and partner agency activities throughout the 2010-11 fiscal year. Activities to be held by local cities, partner agencies and Chambers of Commerce located in the communities surrounding the One-Stop Centers. No charge to participants.
Cost/Purpose: NTE $1,000 per event
Funding Source: One-Stop Center funds

Sale of Donated Items on eBay Site; Giving Works
Date: June 17, 2010 – April 1, 2011
Department: Foundation
Purpose: Realize funds from sale of unsold Visionary fundraising event auction items.
Cost/Purpose: No cost for non-profit for sale of donated goods; all proceeds to Visionary General Fund.

Department Staff Development and Training Meetings
Date: Various dates throughout 2010-11
Location: Various
Department: One-Stop Center
Purpose: To build partner relationships and allow staff development at the One-Stop Centers. Coastline Community College/Orange County One-Stop Centers to coordinate various Department Staff Development and Training Meetings throughout the 2010-11 fiscal year. Training sessions to include employees from Coastline, California Employment Development Department, Orange County Workforce Investment Board, and other partner agencies. No charge to participants.

Cost/Purpose: NTE $6,000 for all events
Funding Source: One-Stop Center funds

Host Partner Agency Meetings
Date: Various dates throughout 2010-11
Location: Various
Department: One-Stop Center
Purpose: To build community relationships and bring positive exposure to the One-Stop Centers. Coastline Community College/Orange County One-Stop Centers to host various agency meetings throughout the 2010-11 fiscal year. Meetings to include employees from Coastline, California Employment Development Department, Orange County Workforce Investment Board, and other partner agencies. No charge to participants.
Cost/Purpose: NTE $1,000 per event
Funding Source: One-Stop Center funds

Host Client Functions, Meetings and Workshops
Date: Various dates throughout 2010-11
Location: Various
Department: One-Stop Center
Purpose: To allow for client success and bring positive exposure to the One-Stop Centers. Coastline Community College/Orange County One-Stop Centers to host various client functions, meetings and workshops throughout the 2010-11 fiscal year for One-Stop Center clients. No charge to participants.
Cost/Purpose: NTE $1,000 per event
Funding source: One-Stop Center funds

Art Shows and Art-Related Events
Date: Various dates throughout 2010-11
Location: Art Gallery
Department: Art
Purpose: Fundraising and exhibitions
Cost: Varying cost depending upon number of events
Funding Source: Ancillary funds

Intercultural Connection: Communicating with Students, Colleagues and the Community Workshop
Date: October 1, 2010
Location: Art Gallery
Department: International and Intercultural College Committee
Purpose: Workshop with panel discussion to highlight and bridge our multi-cultural rich college community.
Cost/purpose: NTE $2,000/Materials and Refreshments
Funding Source: $1,500 from International and Intercultural funds and $500 from MPI Project #2 -2010 Learn, UnLearn and ReLearn.

Student Government Planning Sessions for 2010-11
Date: Various dates throughout 2010-11
Location: Various
Purpose: SAC planning sessions for the upcoming academic year.
Cost/Purpose: NTE $700/Materials and Refreshments
Funding Source: SAC funds

Technology Training Workshops
Date: Various dates throughout 2010-11
Location: Various
Department: MPI Project #2 – 2010 Learn, UnLearn and ReLearn
Purpose: Technology training workshops for faculty, management and classified staff on web content management, use of webcast, teleconferencing tools, and use of software applications for efficiency and

effectiveness.
Cost/Purpose: NTE $750/Material and Refreshments
Funding Source: MPI Project #2 – 2010 Learn, UnLearn and ReLearn

Leadership Academy
Date: January 10-14, 2011
Location: Art Gallery
Department: President's Office
Purpose: Leadership Institute for Coastline faculty, staff and managers.
Cost/purpose: NTE $2500/Materials and Refreshments
Funding Source: Foundation and Staff Development funds

Foundation Board of Directors Annual Planning Meeting
Date: July 14, 2010
Location: College Center
Department: Foundation
Purpose: Review past and future strategic plans and development training for Foundation Board of Directors.
Cost/Purpose: NTE $2,000/Materials and Refreshments

Funding Source: Foundation funds

City of Newport Beach Council Chambers Mock-up
Date: June 6, 2010 – August 20, 2010
Location: Costa Mesa Center Auditorium
Department: Maintenance and Operations
Purpose: Community/Government Relations
Cost: No cost to College or District

2nd Annual Navy Golf Course Pro-Am Golf Tournament Sponsorship
Date: November 5, 2010
Location: Cypress
Department: Military/Contract Education
Purpose: Sponsorship
Cost/Purpose: NTE $250
Funding Source: Contract Education Ancillary funds

2010 United States Coast Guard Education Services Officer Symposium Sponsorship
Date: August 23 – August 26, 2010
Location: Norman, Oklahoma
Department: Military/Contract Education
Purpose: Sponsorship
Cost/Purpose: NTE $3,000
Funding Source: Contract Education Ancillary funds

Additional Administrative Content

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Agenda Item

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 06/16/2010 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

Co-Sponsor Groups
Date(s): July 1, 2010 – June 30, 2011
Department: PE/Athletics
Purpose: Co-sponsor outside groups renting GWC athletic facilities at co-sponsor rate (A list of groups will be kept on file in the PE/Athletic office. A facility rental/waiver form will be completed and approved prior to each event.)
Cost/purpose/funding source: No cost to the college. Facility rental income is variable.

Clothing Sales Fundraiser
Date(s): Fall 2010
Department: PE/Athletics
Purpose: Raise funds for sport program
Cost/purpose/funding source: $2,000 to purchase clothing, paid from auxiliary funds

Fall Athletic Home Games
Date(s): Fall 2010
Department: PE/Athletics
Purpose: Home athletic games
Cost/purpose/funding source: $25,000 for officials, lines people, scorekeepers, announcers, chain crew and other related expenses associated with holding a home game from auxiliary funds

Athletic Luncheons
Date(s): August 1, 2010 – May 31, 2011
Department: PE/Athletics
Purpose: Provide lunches for hosted events
Cost/purpose/funding source: $1,500 for food from auxiliary funds

Team Lunches and Dinners
Date(s): Fall 2010
Department: PE/Athletics
Purpose: Team bonding; pre/post-game meals
Cost/purpose/funding source: $9,000 for food from auxiliary funds.

Exhibit at California Sustainability in Higher Education Conference
Date(s): June 20 - 23, 2010
Department: Student Activities
Purpose: To have the Environmental Sustainability Association exhibit the Water/Energy Display Unit developed through Metropolitan Water District Grant.
Cost/purpose/funding source: $400 for rental of U-Haul Truck, gas and supplies to transport exhibit, paid from club funds.

ASGWC and Club Events Summer and Fall 2010
Date(s): July 1 – December 31, 2010
Department: Student Activities
Purpose: Golden West College Associated Students and all officially registered Golden West College

clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the Summer and Fall 2010. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designed staff will be present at all times.
Cost/purpose/funding source: $25,000 for various expenses from Associated Students and Club Accounts.

Orange County Model United Nations Conference
Date(s): October 9, 2010
Department: Student Activities
Purpose: Interschool (college/high school) one-day Model United Nations Conference to be held at Golden West College and to be co-sponsored by Irvine Valley College.
Cost/purpose/funding source: $2,000 for food, supplies, printing and other expenses from club and Associated Students funds

Regional Simulation Workshop and Webinar
Date(s): August 6, 2010
Department: Health Professions RHORC
Purpose: Provide simulation training for faculty in Southern CA
Cost/purpose/funding source: $1,200 for materials and food from RHORC Trust funds

RHORC Advisory and Subcommittee meetings LA, Orange, Inland Empire
Date(s): Fall 2010, Winter 2011, Spring 2011
Department: Health Professions-RHORC
Purpose: 2-3 meetings in each county /year - required advisory for RHORC Grant
Cost/purpose/funding source: $3,000 for materials and food from RHORC Trust funds

Preceptor Instructor Workshop - Redlands Hospital
Date(s): July 7 and 9, 2010
Department: Health Professions-RHORC
Purpose: Provide two-day workshop to prepare preceptor instructors
Cost/purpose/funding source: $1,500 for materials and food from RHORC Trust funds

On Course Professional Development Workshop
Date(s): January 10-11, 2011
Department: Health Professions-RHORC
Purpose: Workshop for student centered learning techniques
Cost/purpose/funding source: $1,800 for room rental, materials and food from RHORC Trust funds

Mi Casa Club Car Wash Fundraisers
Date(s): June 18 and 25; July 2,9,16, 23, and 30, 2010
Department: Student Activities
Purpose: To aide in paying Mi Casa Club members' educational expenses
Cost/purpose/funding source: No cost to the college

Additional Administrative Content

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Agenda Item

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 06/16/2010 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

Annual Job & Internship Fair
Date: 2010-2011 Academic Year
Department: Job Placement Center & Internship Academy
Purpose: Exhibitors will pay $100 registration fee to cover some equipment rental fees; prizes will be awarded
Cost/Purpose/Funding Source: All other expenses to include food and opportunity drawing items to be paid by Ancillary and ASOCC funds. Expenses dependent on number of participants.

Various Activities, Workshops, and Meetings
Date: 2010-211 Academic Year
Department: Job Placement Center & Internship Academy
Cost/Purpose/Funding Source: NTE $10,000 to include food, supplies, independent contractors, vendors, development and distribution of print and web materials, equipment, and meeting rooms to be paid from Ancillary/ASOCC/Foundation funds

Outreach Meetings, Workshops and Tours
Date: 2010-2011 Fiscal Year.
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)
Purpose: Host various high school students and alternative programs such as Orange County Department of Education, Coastal County Regional, One Stop Center, House of Hope, and Whittier Adult School visiting OCC campus.
Cost/Funding Source: Expenses dependent on number of participants to be paid from EOPS/CARE funds.

Special Events
Date: 2010-2011 Fiscal Year.
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources For Education (EOPS/CARE)
Purpose: Host events to include Adopt-A-Family Program, Honors Celebration, Orientation and Meetings
Cost/Funding Source: Refreshments provided by OCC Food Services through a blanket purchase order from Costco. Cost will vary depending on attendance to be paid from EOPS/CARE funds or EOPS/CARE fundraising funds.

Meal Cards/Tickets Program for EOPS/CARE students
Date: 2010-2011 Fiscal Year
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)
Purpose: To provide meal cards/tickets to EOPS/CARE students through OCC Food Services and Starbucks Coffee.
Cost/Funding Source: Expenses to be paid from EOPS/CARE funds.

Girls Inc. Program
Date: 2010-2011 Fiscal Year
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)
Purpose: To sponsor/provide support the Girl's Inc. Program activities at OCC facilities such as Science Hall, Lecture Hall, Pools, etc.

Cost/Funding Source: Expenses to be paid by the Girls Inc. Program.

Introduction to OCC Workshops for Girls Inc. Students & Parents
Date: June 17 & June 24, 2010
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)
Purpose: Sponsor/provide support for the Girls Inc. students and parents for an Introduction to OCC Workshops. (OCC EOPS/CARE staff will co-chair the workshops.)
Cost/Funding Source: No cost to the college

EUREKA and E! CAMP 2010
Date: July 5 – 30, 2010 & August 9 – 20, 2010
Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)
Purpose: Host Girls Inc. summer program of EUREKA & E! CAMP activities at OCC facilities.
Cost/Funding Source: Expenses to be paid by the Girls Inc. Program at the non-profit rate.

Career Development Collaborative Grant Activities
Date: 2010-2011 Fiscal Year
Department: Career Development
Purpose: Coordination of activities of the Career Development Collaborative as outline in the grant agreement from the California Community College Chancellor's Office. All activities, products, and materials developed for this project to be disseminated through project website, regional staff development activities, conference and workshop presentation, print materials, and electronic linkage with other projects and agencies.
Cost/Purpose/Funding Source: NTE $100,000 to include travel, meeting rooms, food, miscellaneous meeting expenses, speaker fees, website revisions, content development, newsletter production and distribution, printing materials, and consultant and professional experts for regional workshops. A list of trainers and meeting/workshop dates is on file. All expenses associated with this agreement to be paid from Career Development Collaborative Grant funds.

Allied Health Regional Expansion Grant Activities
Date: 2010-2011 Fiscal Year
Department: Career and Community Education
Purpose: Provide lab equipment, additional part-time faculty assignments in directed clinical rotations, increase student to therapist ratios in labs with hourly instructional associates to assist faculty with campus labs, and instructional supplies. Program will utilize success techniques and counseling for improved retention and will employ practice sessions for licensing exams.
Cost/Purpose/Funding Source: NTE $92,000 from grant funds

Work-Based Learning Collaborative Grant Activities
Date: 2010-2011 Fiscal Year
Department: Career and Community Education
Purpose: Activities to include revision and maintenance of http://www.wblconnections.com, revision, printing, and distribution of work-based learning materials, authoring and statewide distribution of the *On the QT* newsletter, regional staff development activities, and presentations on work-based learning at various meetings statewide. A list of names of trainers and meeting/workshop dates are on file.
Cost/Purpose/Funding Source: NTE $100,000 to include meeting rooms, food, and miscellaneous meeting expense from Work-Based Learning Collaborative Grant funds.

CareerLink/Tech Prep Consortia Activities
Date: 2010-2011 Fiscal Year
Department: Career and Community Education
Purpose: Activities to include coordination of advisory committee meetings, creation, publication and distribution of Tech Prep related materials, miscellaneous meeting expenses, revision and maintenance of OCCareers.com and CTEToolbox.org websites, revision and maintenance of the Orange Country Matrix

publication and website, and ensure High School Student Pathway Day site visits to Orange Coast, Golden West, and Coastline Community College. Secondary outreach, articulation, and staff development events will be directed by staff on each campus.
Cost/Purpose/Funding Source: NTE $203,250 to include meeting rooms, miscellaneous meeting expenses, sub-recipient agreements with partners, professional experts, stipends for community college faculty, and substitute costs for both high school and college faculty. A list of committee member names, participating high schools and college faculty, and meeting/workshop dates are on file. All expenses to be paid by the Chancellor's Office Tech Prep Consortia Grant funds.

UCI Internship Program Meetings and Events
Date: 2010-2011 Academic Year
Department: Career and Community Education
Purpose: Host meetings and events for the Regents of the University of California Irvine Joint Graduate Student Faculty Internship Program under the direction of UCI's University Program Director and OCC's Career and Community Education Department.
Cost/Purpose/Funding Source: Expenses to be paid from Program Agreement funds

Variety of Activities and Meetings
Date: 2010-2011 Academic Year
Department: Career and Community Education
Purpose: To support various functions, meetings, and projects
Cost/Purpose/Funding Source: NTE $50,000 to include food, busses, substitutes, supplies, revisions, independent contractors, vendors, development and distribution of print and web materials, equipment, and meeting rooms. NTE $50,000 from Career and Community Education Indirect/Ancillary/ASOCC/Foundation funds.

Summer Chinese Photo Exhibit
Date: July 7-August 21, 2010; work on exhibit starting June 14, 2010; de-installing August 23-26, 2010; reception dates June 7, 9, and 10, 2010
Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts
Purpose: Work involved with Installation and de-installation of exhibit and reception
Cost/Purpose/Funding Source: NTE $13,000 to include staffing, installation, printing, production, refreshments, and other related expenses to be paid from Shared Co Curricular/Foundation funds

Variety of Meetings
Date: 2010-2011 Academic Year
Department: Administrative Services
Purpose: Variety of campus meetings to include, but not limited to, emergency management, Facilities/Measure C planning, and staff trainings
Cost/Purpose/Funding Source: Expenses dependent on number of participants and events to include supplies and refreshments from general and ancillary funds.

Southern California Football Association (SCFA) and the California Community College Football Coaches Association meeting
Date: July 9, 2010
Department: Physical Education & Athletics
Purpose: Host annual meeting for community college football coaches from throughout the state of California
Cost/Purpose/Funding Source: No cost to the college

Financial Aid Awareness Days
Date: September, 2010; April, 2011; May, 2011
Department: Financial Aid
Purpose: Student knowledge activity; increase financial aid applications
Cost/Purpose/Funding Source: No cost to the college

Financial Aid Staff Professional Development and Training
Date: August and September, 2010; February and April, 2011
Department: Financial Aid
Purpose: Staff training regarding regulations that have been modified for state and federal programs
Cost/Purpose/Funding Source: No cost to the college

Welcome Center Meetings and Events
Date: 2010-2011 Academic Year
Department: Welcome Center
Purpose: Host prospective students, parents, and high school representatives throughout the year
Cost/Purpose/Funding Source: Food, supplies, and related expenses to be paid from ancillary/ASOCC/Foundation; costs to be determined by number of participants and events
Vice President of Student Services Meetings and Events
Date: 2010-2011 Academic Year
Department: Vice President of Student Services
Purpose: Host meetings and events throughout the 2010-2011 academic year.
Cost/Purpose/Funding Source: Food, supplies, and related expenses to be paid from ancillary/ASOCC/Foundation; costs to be determined by number of participants and events

Variety of Meetings
Date: 2010-2011 Fiscal Year
Department: TEACh3/Service Learning
Purpose: Motivate students and promote community awareness of higher education
Cost/Purpose/Funding Source: Food, transportation, and related expenses to be paid from ancillary/general/Foundation funds; costs to be determined by number of participants and events

Visual and Performing Arts Productions 2010-2011

OCC Photography Gallery Exhibition
Date: July 1, 2010 to May 30, 2011
Department: Photography/VPA
Purpose: Student and Community Outreach.
Cost/Purpose/Funding Source: NTE $500 for each exhibiting artist. NTE $500 for each student show prizewinner. NTE $1000 for each reception including food, drinks and gallery supplies. Expenses paid from ASOCC funds.

UBU Roi
Date: October 13, 14, 15, 16 & 17, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: Faculty Directed Drama Lab Production,
Cost/ Purpose/ Funding: Tickets $10 Advance/ $11 at the door. Seniors/Students $5 /$7 at the door. Free Matinee performance for students and staff. Costs $8000 to 10,000. Expenses to be paid from ticket sales and ASOCC funds.

Latins Anonymous
Date: November 17, 18, 19, 20 & 21, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: Faculty Directed Drama Lab Production
Cost/ Purpose/ Funding: Tickets $10 Advance/ $11 at the door. Seniors/Students $5 /$7 at the door. Free Matinee performance for students and staff on Nov 19 . Costs $6000 to $8,000. Expenses to be paid from ticket sales and ASOCC funds.

House of Atreus- a staged reading
Date: November 6 & 7, 2010
Purpose: Faculty workshop /class project in Drama Lab

Cost/Purpose/Funding: Invited free audience; No cost.

Holiday Melodrama
Date: December 3, 4, 5, 10, 11, 12, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: Faculty directed Drama Lab Production
Cost/ Purpose/ Funding: Tickets Adults $7 Advance/ $8 at the door; students/children/seniors $5 advance, $6 at the door; Cost $4000 to $6000; expenses paid from ticket sales and ancillary funds

Pirates of Penzance
Date: May 4, 5, 6, 7, & 8, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: Faculty directed Drama Lab Production
Cost/ Purpose/ Funding: Tickets $12 Advance/ $14 at the door. Seniors/Students $8 advance/ $10 at the door. Cost $10,000 to $16,000; expenses paid from ticket sales and ASOCC funds

As You Like It
Date: March 9,10,11,12 & 13, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: Faculty Directed Drama Lab Production
Cost/ Purpose/ Funding: Tickets $10 Advance/ $11 at the door. Seniors/Students $5 /$7 at the door. Free Matinee performance for students and staff. Cost $9000 to $11,000. Expenses paid from ticket sales and ASOCC funds.

Small Festival
Date: September 10, 11, 12, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door; Cost approximately $900; expenses paid from ticket and ancillary funds

Scene Night
Date: September 24, 25, 26, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door; Cost NTE $1000; expenses paid from ticket sales and ancillary funds

10 or Less Festival
Date: October 22, 23, 24, 29, 30, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door; Cost approximately $800 t0 $1500, expenses paid from ticket sales and ancillary funds

Comedy Night
Date: December 9, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: Student Production
Cost/ Purpose/ Funding: Invited Audience, Free. No Cost to the college.

Die Mommy Die, a comedy by Charles Bush
Date: February 11, 12, 13, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door. Costs NTE $1000 to be paid from

ASOCC/Ancillary funds.

Augustine's Confessions
Date: February 25, 26, 27, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door. Cost $ 1200 to $3000; expenses paid from ticket sales and ancillary funds.

Original Play Showcase
Date: April 15, 16, 17, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door; Cost approximately $500; expenses paid from ticket and ancillary funds

One Act Play Festival
Date: May 19, 20, 21, 22, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Tickets $5 Advance/ $7 at the door. Cost $1500 to $3500; Expenses paid from ticket and ancillary funds

Project Night #2
Date: May 27, 2011
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Invited Audience Free

Project Night #1
Date: December 11, 2010
Department: Theatre/ Visual and Performing Arts
Purpose: OCC Repertory Student Production
Cost/ Purpose/ Funding: Invited Audience Free

OCC Faculty Dance Concert
Date: October 30, 2010
Location: Robert B. Moore Theatre
Department: Dance/ Visual and Performing Arts
Purpose: Student and Community Outreach
Cost/Purpose/ Funding: Admission: $10 in advance, $14 at the door. Expenses will include fees for guest performers (dancers/musicians), composers, OCC faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, and publicity. NTE $8000 in to be paid from ASOCC and ancillary funds.

Student Dance Concert
Date: April 29 and 30, 2011
Location: Robert B. Moore Theatre
Department: Dance/ Visual and Performing Arts
Purpose: Student and Community Outreach
Cost/Purpose/ Funding: Admission: $10 in advance, $14 at the door. Expenses will include fees for guest performers (dancers/musicians), composers, OCC faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, and publicity. NTE $8000 to be paid from ASOCC and ancillary funds.

Studio Hour

Date: December 8, 2010- May 17, 2011
Location: Robert B. Moore Theatre
Department: Dance/ Visual and Performing Arts
Purpose: Student and Community Outreach
Cost/Purpose/ Funding: Admission: $10 in advance, $14 at the door. Expenses will include fees for guest performers (dancers/musicians), composers, OCC faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, and publicity. NTE $8000 to be paid from ASOCC and ancillary funds.

Hip Hop Festival
Date: November 21, 2010
Purpose: Community and Student Outreach
Department: Dance/ Visual and Performing Arts
Purpose: Student and Community Outreach
Cost/Purpose/ Funding: Expenses will include fees for guest performers (dancers/musicians), OCC faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, publicity and security. NTE $9000 to be paid from ASOCC and ancillary funds.

World Dance Celebration
Date: May 20, 2010
Location: Robert B. Moore Theatre
Department: Dance/ Visual and Performing Arts
Purpose: Student and Community Outreach
Cost/Purpose/ Funding: Admission: $10, free matinee performance. Expenses will include fees for guest performers (dancers/musicians), composers, OCC faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, and publicity. NTE $9000 to be paid from ASOCC, ancillary funds, OCC foundation and/or district outreach funds.

Pilates Guest Speaker Series
Date: TBA, fall and spring semesters
Guests: TBA
Department: Dance/ Visual and Performing Arts
Purpose: A series of lectures given by Pilates Experts, free to OCC students and the community.
Cost/Purpose/ Funding: guest speaker fees not to exceed $350.00 per lecture. NTE $1500 for the entire series to be paid form ASOCC and department ancillary funds.

National Cheerleaders Association Summer Camp, Las Vegas, NV
Date: July 28-30, 2010
Department: OCC Physical Education & Athletics
Purpose: Camp is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is $275 and the remainder of the cost will be paid with money earned through fundraising.

Universal Dance Association Collegiate Summer Camp, Santa Barbara, CA
Date: August 13-17, 2010
Department: OCC Physical Education & Athletics
Purpose: Camp is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is $275 and the remainder of the cost will be paid with money earned through fundraising.

Big Bear Football Game Camp, Big Bear, CA
Date: August 23-28, 2010
Department: OCC Physical Education & Athletics
Purpose: Camp is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

Universal Dance Association Collegiate National Championships, Orlando, FL
Date: January 13-18, 2011
Department: OCC Physical Education & Athletics
Purpose: Camp is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is approximately $150 and the remainder of the cost will be paid with money earned through fundraising.

Cheerpros State Championships, Long Beach, CA
Date: January 28-31, 2011
Department: OCC Physical Education & Athletics
Purpose: Event is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

United Performing Association Americup Challenge, Minneapolis, MN
Date: February 23-28, 2011
Department: OCC Physical Education & Athletics
Purpose: Event is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is approximately $200 and the remainder of the cost will be paid with money earned through fundraising.

United Spirit Association Collegiate National Cheer & Dance Championships, Anaheim, CA
Date: March 25-28, 2011
Department: OCC Physical Education & Athletics
Purpose: Event is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

National Cheerleaders Association Collegiate Championships, Daytona Beach, FL
Date: April 5-11, 2011
Department: OCC Physical Education & Athletics
Purpose: Event is related to participation on the OCC Cheer & Dance teams.
Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is $200 and the remainder of the cost will be paid with money earned through fundraising.

Meetings and Events
Date: 2010-2011 Academic Year
Department: Office of Instruction
Purpose: Meetings and events to be held throughout the year
Cost/Purpose/Funding Source: Cost will be determined by number of participants; to be paid from ancillary funds

Luncheon for Tenure-Track Faculty
Date: Spring, 2011 Semester
Department: Office of Instruction
Purpose: Luncheon for faculty becoming tenured at the close of Spring, 2011 semester
Cost/Purpose/Funding Source: NTE $500 from ancillary funds

Umoja Planning Meeting
Date: July, 2010
Department: Counseling
Purpose: Statewide Umoja students, faculty, and administrators to visit OCC and plan upcoming Umoja conference
Cost/Purpose/Funding Source: No cost to the college

Umoja Conference
Date: November, 2010
Department: Counseling

Purpose: OCC to co-host 300 California college students; conferences led by students; the Umoja consortium's mission is to promote self0efficacy among African-American and other students
Cost/Purpose/Funding Source: OCC to pay costs of transportation and audio visual support; NTE $500 to be paid by registration fees

Annual Coast District Management Association Social
Date: June 25, 2010
Department/Organization: Coast District Management Association
Purpose: Recognize retirees and welcome new members
Cost/Funding source: Expenses to be paid by Coast District Management Association monies, not to exceed $2000.

Additional Administrative Content

Created on 05/25/2010 10:23 PM by Lynne Mullin - Last Updated on 05/26/2010 by Mary Saccoccio

Agenda Item

3.03.04 Authorization to Apply for Funded Programs

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.04 Authorization to Apply for Funded Programs

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

Coast Community College District has been awarded funding for the 2010-2011 California Community Colleges Chancellor's Office Carl D. Perkins Career and Technical Education Act of 2006, Title 1C grant titled **"Perkins VTEA 1-C"**. The purpose of the Perkins VTEA 1-C Act is to develop more fully the academic, career and technical skills of secondary students and postsecondary students who elect to enroll in CTE programs by: strengthening the academic and career and technical skills of students participating in career and technical education programs; linking career and technical education at the secondary level and career and technical education at the postsecondary level; providing students with strong experience in and understanding of all aspects of an industry; developing, improving, or expanding the use of technology in career and technical education; providing professional development programs for secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs; developing and implementing evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met; initiating, improving, expanding, and modernizing quality career and technical education programs; providing services and activities that are of sufficient size, scope, and quality to be effective; and providing activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

Fiscal Impact: Coast Community College District has been awarded $1,309,439 between July 1, 2010, to and including August 31, 2011. No matching funds required.

Coastline College has applied for a renewal of the State Chancellor's Office, Career Technical Education units Discipline/Industry Collaborative grant titled **"Discipline/Industry Collaborative for Business Education"**. Coastline provides project and financial management for the statewide Business/Industry Collaborative (BIC), which develops, implements, and promotes curriculum and student support initiatives for courses in TOP codes defined for Business and Computer Information Sciences disciplines.

Fiscal Impact: If funded, Coastline College will receive $300,000 from July 1, 2010 through June 30, 2011.

Coastline College has applied for the State Chancellor's Office, California Community Colleges Telecommunications and Technology Infrastructure Program (TTIP) grant titled **"California Virtual Campus (CVC) Project"**. Coastline Community College, through its Center for Instructional Systems Development (CISD), proposes to undertake operational control of CVC and to achieve two aims. One is to test, evaluate, and pilot the most promising new tools for instructional technology, empowering California Community Colleges, other K-20 entities, and collaborative community organizations to harness the latest technologies for the improvement of learning and teaching at all levels, yielding a workforce that

is better prepared for globalization and the competition it entails. The second aim is to continue and to enhance in every feasible dimension MERLOT, ePortfolio, STEM Program Initiatives, and other existing CVC activities.

Fiscal Impact: If funded, Coastline College will receive a total of $9,000,000 over five years beginning with fiscal year 2010-2011 through 2014-2015. The college will receive $1,800,000 for each year of the grant. The match requirement for this grant is $450,000 over the five years, which is equal to $90,000 per year.

Additional Administrative Content

Created on 05/25/2010 at 03:40 PM by Rane Hamby, Last update on 06/10/2010 by Rane Hamby

Agenda Item

3.03.05 Authorization for Disposal of Surplus

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus

061610Surplus.pdf

Additional Administrative Content

Created on 05/28/2010 at 02:49 PM by CCCD Purchasing Last Update on 06/10/2010 by CCCD Purchasing

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT				
Fax	---	UF 755e	1950101139	P
Typewriter	---	ML300	KID532816	P
Scanner	---	J142A	FZ6v014323	P
VHS	7819	PV-M1321	C2AA11986	P
Typewriter	1000002	Selectric II	---	P
Electric Punch	---	535	161998	P
Server	9049779	HP RP8400	SG03370005	P
Monitor	9066283	FPD218SW	MQ17450N00588	P
ORANGE COAST COLLEGE				
Printer	9069938	---	GQPPG91	I
Monitor	9058426	1703FPs	MX-02Y311-47605-39B-DW0C	I
Monitor	9060559	1704FPVt	CN-0J6642-71618-5B1-AMYE	I
Monitor	9058383	1703FPs	MX-02Y311-47605-39B-DVUV	I
Cassette Player	9057183	AG-D500	460834	P
Digital Receiver	---	AG-D9260	0JK2938	P
Data Projector	9033457	PLC-SP20N	G0Z01354	I
Stereo Receiver	9039463	AG-680	KI80509	P
Chair	---	4611410	---	I
Overhead Projector	9012709	28A663	1694558	P
VCR/DVD Combo Player	---	PV-D4743	H3IA46457	I
VCR Player	OCAV 26-453	Ag-1230	LBKN 02415	I
Cassette Player	9025347	112MK II	8900185983	P
Slide Projector	9071517	3270	169670	I
Computer	9060931	M9845	W851808DSDZ	I
Computer	9057648	M8493	XB1400Y8KSD	I
Computer	9060274	M1058	QP54101KSDU	I
Computer	9055348	A1058	W845208YPNX	I
Computer	9055344	A1058	W845209RPNX	I
Computer	9055352	A1058	W845209MPNX	I
Computer	9055346	A1058	W845207BPNX	I
Computer	9055805	A1058	W85050RCPNY	I
Computer	9055842	A1058	W850320DPNX	I
Capacitor Checker	---	3001	1261	I
Capacitor Checker	---	3001	1265	I
Capacitor Checker	---	3001	1708	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Capacitor Checker	---	3001	1267	I
Capacitor Checker	---	3001	1268	I
Capacitor Checker	---	3001	1256	I
Capacitor Checker	---	820	90-25241	I
Capacitor Checker	---	820	90-19996	I
Capacitor Checker	---	820	90-25064	I
RF Generator	---	WR50B	16074	P
RF Generator	---	WR50B	18139	P
RF Generator	---	WR50B	18176	P
RF Generator	---	WR50B	21515	P
RF Generator	---	WR50B	18165	P
RF Generator	---	WR50B	16063	P
RF Generator	---	WR50B	18150	P
RF Generator	---	WR50B	18134	P
RF Generator	---	WR50B	16743	P
RF Generator	---	WR50B	11510	P
RF Generator	---	WR50	---	P
RF Generator	---	WR50	---	P
RF Generator	---	E-200	27-11639	P
RF Generator	---	324	49109	P
RF Generator	---	LSG-11	100334	P
RF Generator	---	LSG-11	110470	P
RF Generator	---	IG-42	8727	P
Transistor Tester	---	162	7705-1	P
Transistor Tester	---	162	J-13242	P
Computer	9045249	MMP	BHQ1C01	I
Computer	9032223	ACT	40081	I
Scanner	9030247	MRS-1200E6	S828101067	I
Misc electronics (1 box)	---	---	---	I
Transistor Tester	---	520B	40-30557	P
Transistor Tester	---	520B	40-30239	P
Transistor Tester	---	520B	40-01716	P
Transistor Tester	---	520B	40-20582	P
Transistor Tester	---	520B	40-19856	P
Transistor Tester	---	520B	40-19847	P
Transistor Tester	---	520B	40-19852	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Transistor Tester	---	520B	40-19857	P
Transistor Tester	---	520B	40-20414	P
Transistor Tester	---	520B	40-20435	P
Transistor Tester	---	520B	40-20433	P
Transistor Tester	---	520B	40-30588	P
Desk organizer	---	---	---	P
Endcap/library unit	---	Montel	---	P
Files	---	---	---	P
Floor tiles	---	---	---	P
Carrying Case	---	---	---	P
Carrying Case	---	---	---	P
Computer	9053186	---	XB1404GM1X	P
Computer	9046860	---	XB21106WM1X	P
Computer	9053193	---	XB2140RFM1X	P
Printer	9033310	---	CNH0000144	P
Computer	9053189	---	XB2140RLM1X	P
Monitor	9053220	---	1Y51227YJ	P
Monitor	9071784	---	2101566	P
Film Cabinet	2007425	---	---	P
Film Cabinet	9021615	---	---	P
Film Cabinet	---	---	---	P
Weight Bench	9045991	---	---	P
Weight lifting machine	9041084	---	---	P
Weight lifting machine	9041159	---	---	P
Weight bench	9045631	---	---	P
Weight lifting machine	9041085	---	---	P
Weight lifting machine	9041083	---	---	P
Treadmill	9034151	---	---	P
Treadmill	9034146	---	---	P

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

Meeting: 06/16/2010 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 further recommended that the Board Authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

ASTRONOMY: OBSERVATIONS AND THEORIES
State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

CHILD DEVELOPMENT: STEPPING STONES
Butler County Community College (KS)
Term of Agreement: August 16, 2010 – August 15, 2013

State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

CONCEPTS IN MARKETING
State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD
Honolulu Community College (HI)
Term of Agreement: January 10, 2011 – January 9, 2014

CYCLES OF LIFE: EXPLORING BIOLOGY
Rappahannock Community College (VA)
Term of Agreement: January 1, 2010 – December 31, 2012

State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

FACES OF CULTURE – REVISED
State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

HUMANITIES THROUGH THE ARTS
State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION
Saddleback College (CA)
Term of Agreement: June 15, 2010 – June 14, 2012

TRANSITIONS THROUGHOUT THE LIFE SPAN
State Board for Community and Technical Colleges (WA)
Term of Agreement: April 1, 2010 – June 30, 2010

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

Telecourses.pdf

Additional Administrative Content

Created on 05/25/2010 at 03:10 PM by Vicki Sabedo. Last updated on 06/11/2010 by Mary Saccoccio

Agenda Item

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 06/16/2010 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 05/25/2010 at 3:24:40 PM by Christine Sullivan - Last updated on 06/03/2010 by Mary Saccocio

Agenda Item

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 06/16/2010 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

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

AHMC Anaheim Regional Medical Center Non-Standard Clinical Affiliation Agreement
Anaheim, CA
Term: June 17, 2010 to March 1, 2015
Compensation: None
(See Attachment # 2)

Dr. Michael Choi Standard Clinical Affiliation Agreement
Irvine, CA
Term: June 17, 2010 to May 1, 2015
Compensation: None

Cecil J. Folmar, M.D. Standard Clinical Affiliation Agreement
Westminster, CA
Term: June 17, 2010 to June 1, 2015
Compensation: None

Garden Grove Hospital & Medical Center Standard Clinical Affiliation Agreement
Garden Grove, CA
Term: June 17, 2010 to May 1, 2015
Compensation: None

Precision Rehabilitation Standard Clinical Affiliation Agreement
Long Beach, CA
Term: June 17, 2010 to June 30, 2015
Compensation: None

Dr. Ron Sapra, MD Standard Clinical Affiliation Agreement
Fountain Valley, CA
Term: June 17, 2010 to June 1, 2015
Compensation: None

RENEWAL

Mission Hospital's Camino Health Center Non-Standard Clinical Affiliation Agreement
San Juan Capistrano, CA
Term: June 17, 2010 to May 31, 2012
Compensation: None

(See Attachment # 3)

Anaheim Regional Medical Center.pdf

Mission Hospital_Camino Health Center.pdf

Additional Administrative Content

Created on 05/28/2010 at 03:57 PM by Lynnanna Minton - Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

Name and Acronym: California Workforce Association (CWA)
Term of Membership: July 1, 2010 — June 30, 2011
Cost: $800
Purpose: Membership will provide access to CWA to market and network the programs offered at Coastline and the Orange County One-Stop Center. The CWA plays a key role in assisting business, education, and government.

Name and Acronym: California Placement Association (CPA)
Term of Membership: July 1, 2010 — June 30, 2011
Cost: $100
Purpose: Membership will provide access to CPA to market and network the programs offered at Coastline Community College and the Orange County One-Stop Center. The CPA plays a key role in training and assisting placement and job development professionals.

Name and Acronym: South Coast Higher Education Council (SCHEC)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $50
Purpose: Membership in the SCHEC, a consortium of community and baccalaureate colleges and universities, with principal campuses located within the south coast region of Southern California, allows networking with colleges that offer same flexibility to students as Coastline Community College.

Name and Acronym: Southern California Intersegmental Articulation Council (SCIAC)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $75
Purpose: Membership in the SCIAC promotes the continuing improvement of articulation among and between the segments of post-secondary education in California, thereby facilitating the progress of students.

Name and Acronym: Consortium of Southern California Colleges and Universities (CSCCU)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $250
Purpose: Membership in CSCCU promotes ongoing dialogue between institutions of higher learning and leaders in business and industry. This dialogue leads to the development of educational programs that are increasingly responsive to the needs of both employers and their employees. The primary purpose of the Consortium is to inform working adults and their employers about the many educational opportunities offered by Southern California colleges and universities.

Name and Acronym: Transfer Center Directors Association (TCDA)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $50

Purpose: Membership in promotes the continuing improvement of articulation among and between the segments of post-secondary education in California and facilitates the progress of students.

Agenda Item

3.03.10 Authorization of Institutional Memberships - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.10 Authorization of Institutional Memberships - Golden West College

NEW

RENEWAL

Name and Acronym: Recordings for the Blind (RFB&D)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: $500
Purpose: Provides CDs for books for students who are learning disabled or blind.

Name and Acronym: Alpha Gamma Sigma Honor Society, Sigma Pi Chapter (AGS, Inc)
Term of Membership: July1, 2009 – June 30, 2010
Cost: $1,220
Purpose: Provide students annual membership to statewide honor society.

Additional Administrative Content

Created on 5/20/2010 6:40 PM by Christine Ruiz Last Updated on 6/2/2010 by Christine Ruiz

Agenda Item

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

RENEWAL

Name and Acronym: California Community Colleges Chief Instructional Officers (CCCCCIO)
Term of Membership: 2010 – 2011
Cost: $300
Purpose: This is a statewide association of Chief Instructional Officers for the California Community Colleges. They meet throughout the year to discuss issues affecting the California Community Colleges.

Name and Acronym: National Association of Student Financial Aid Administrators (NASFAA)
Term of Membership: 2010 - 2011
Cost: $2,584
Purpose: Membership provides a means to stay current in procedures, policies, and records pertinent to financial aid procedures, policies, and related matters. It provides technical assistance to members and serves in a liaison capacity with Congress and federal agencies.

Additional Administrative Content

Created on 05/28/2010 01:17 PM by Lynnette Nelson. Last updated on 06/11/2010 by Mary Saccoccio

Agenda Item

3.03.12 Authorization for Purchase of Institutional Memberships - District

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.12 Authorization for Purchase of Institutional Memberships - District

NONE

Additional Administrative Content

Created on 05/28/2010 at 04:40 PM by ACCD Ads - Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.03.13 Authorization for Community Activities - Coastline Community College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.13 Authorization for Community Activities - Coastline Community College

NONE

Additional Administrative Content

Created on 05/25/2010 at 3:40 PM by Laura Spancutt Last Updated on 06/10/2010 at 8:00 AM by Saccoccio

Agenda Item

3.03.14 Authorization for Community Activities - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.03.14 Authorization for Community Activities - Golden West College

NONE

Additional Administrative Content

Created on 05/26/2010 at 03:30 PM by [illegible] Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.03.15 Authorization for Community Activities - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.15 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of June 17, 2010 – June 30, 2011. The presenters will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERTS

OCC CHILDREN'S SWIM TEAM, Add Presenter: Ashley Rendon. Compensation will be paid at an hourly rate of $14.00 per hour. Add Presenters: Natasha Bustard, Kathryn Bustard, Sylvia Espinoza, Jamie Krispel and Pattie Channarong. Compensation will be paid at an hourly rate of $15.00 per hour. (P) (Prior Board approval 5/19/10)

SUMMER SWIM LESSONS, Add Presenter: Ashley Rendon. Compensation will be paid at an hourly rate of $11.50 per hour. (P) (Prior Board approval 5/19/10)
SUMMER SWIM LESSONS, Add Presenters: Natasha Bustard, Pattie Channarong, and Sylvia Espinoza. Compensation will be paid at an hourly rate of $12.00 per hour. (P) (Prior Board approval 5/19/10).

CONTRACT EDUCATION

Pursuant to the District's Standard Contract Agreement, UCC Educational Center has contracted with Orange Coast College's Community and Contract Education department during the period of July 17, 2010 – August 1, 2010 to provide education and training at Orange Coast College to 25 Secondary teachers from the UCC Education Center-SIT TESOL Training Site in South Korea. The presenters will be paid pursuant to the District's Standard Professional Expert Employment Agreement at a negotiated fixed rate (F).

PROFESSIONAL EXPERTS

Kristen Clark will teach Blackboard for use as an instructional tool in the classroom and communication vehicle for parents and will provide teaching hours NTE 8 hours and will be paid $85.00 per hour. Hourly rate paid by UCC Educational Center contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College. (F)

Glen Profeta will teach Blackboard for use as an instructional tool in the classroom and communication vehicle for parents and will provide teaching hours NTE 8 hours and will be paid $85.00 per hour. Hourly rate paid by UCC Educational Center contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College. (F)

Darrin Robinson will teach Web 2.0, podcasting, marketing trends and directions in social networking

and will provide teaching hours NTE 15 hours and will be paid $85.00 per hour. Hourly rate paid by UCC Educational Center contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College. (F)

Additional Administrative Content

Created on 05/28/2010 at 04:00 PM by Lynnanne Minton. Last Update on 06/1/2010 by Mary Saccocio

Agenda Item

3.03.16 Sailing Program - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.16 Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of June 17, 2010 – June 30, 2011. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

LIDO 14 CLASSES
AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 14 to 20 hours.
BEGINNING SAILING, Fee $139, 20 hours.
INTERMEDIATE LIDO, Fee $145, 18 hours
PARENT AND CHILD SAILING LESSONS, Fee: $55, 8 hours
PRIVATE LESSONS LIDO, Fee $180, 3 hours
OCC SA CHECK-OUT, Fee $100, 2 hours
AFTER SCHOOL SAILING, Fee: $99; 10 hours
HOLIDAY SAILING CAMPS FOR KIDS, Fee: $175, 20 hours.

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

HARBOR 20 CLASSES
LEARN TO SAIL ON A HARBOR 20, Fee: $355, 12 hours
HARBOR 20 FAMILY SAILING, Fee: 1075, 12 hours – family of 4

PRESENTERS: Richard Crowe, Sheri Crowe, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Garrett Laudenback, Marcus MacKenzie, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Christopher Segerblom, Bruce Tice, Keith Kilpatrick, Merin Yoshida, Robert White, Robert Dalrymple.(F)

SHIELDS CLASSES
LEARN TO SAIL ON A SHIELDS, Fee $355, 12 hours
PRIVATE LESSONS SHIELDS, Fee $200, 3 hours
OCC SA CHECK-OUT, Fee $100, 2.5 hours
SHIELDS I, Fee $160 20 hours
SHIELDS II, Fee $165 18 hours
SHIELDS III WITH SPINNAKER, Fee $170, 18 hours

TEAM BUILDING REGATTAS, Fee: $150 per person, 4 hours.
US SAILING BASIC KEELBOAT CERTIFICATION COURSE, Fee: $550.00, 39 hours
US SAILING BASIC KEELBOAT CERTIFICATION CLASS, Fee: $320.00, 14 hours.
SHIELDS RACING CLASS, Fee: $125, 10.5 hours
WOMEN'S KEELBOAT, Fee: $355, 12 hours

PRESENTERS: Richard Crowe, Sheri Crowe, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Garrett Laudenback, Marcus MacKenzie, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Christopher Segerblom, Bruce Tice, Keith Kilpatrick, Payson Infelise, Merin Yoshida, Robert White, Robert Dalrymple.(F)

CRUISING COURSES
BASIC CRUISING I, Fee: $265.00, 18 hours.
BASIC CRUISING II, Fee: $265.00, 18 hours.
BASIC CRUISING PRACTICAL, Fee: $300, 3 hours.
US SAILING BASIC CRUISING CERTIFICATION COURSE, Fee: $550.00, 24 hours.
EVENING SAILING, Fee: $50, 3.5 hours

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

BAREBOAT CRUISING COURSES
US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee $825.00, 5 days.
CHANNEL ISLAND CRUISING FOR WOMEN; Fee $775, 5 days
NORTHERN CHANNEL ISLAND CRUISING; Fee $775, 5 days
ANCHORING & NAVIGATION WEEKEND CRUISE TO CATALINA; Fee $475, 3 days
US SAILING COASTAL PASSAGE MAKING CERTIFICATION, Fee: $295, certification fee.
CRUISE PACIFIC NORTH WEST ABOARD "WHITE RAVEN", Fee: 4,900, per session per group

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

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

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

MAGNITUDE 80 COURSES
MAGNITUDE DAY SAIL-STUDENTS & STAFF, Fee: No fee to eligible participants, 1 day--dates tba.
MARCH NEWPORT TO SAN DIEGO; Fee: No fee to eligible students, 2 days
NEWPORT TO ENSENADA, APRIL 23-25, 2010; Fee: No fee to eligible students, 3 days
OPENING DAY RACE, MAY 1, 2010; Fee: No fee to eligible students, 1 day
NEWPORT TO SAN DIEGO, JULY 2010; Fee No fee to eligible students, 2 days
LONG POINT SERIES, AUG 2010; No fee to eligible students, 3 days
14 MILE BANK RACE, OCT 2010; No fee to eligible students, 1 day
NOV-DEC, 2010 HOT RUM SERIES; No fee to eligible students, 3 days

Courses to be taught aboard OCC's racing yacht Magnitude 80.

PRESENTERS: Scott Culver, Brian Kfoury, Vito J. Macchia, Robert Profeta, Karen Prioleau, Kirk Schuler,

Bruce W. Tice, Robert White, Mark Templin, Keith Kilpatrick, Christopher Hamel, Hogan Beatie, Steve Dodd, Payson Infelise, Robert Dalrymple, Sean Couvreux (F)

Skippers at $350-$500, Mates at $100-$200, and cooks at $60-$120 per day. All transportation and meal expenses for approved staff and students to be paid for by the Sailing Center at no cost to the District (F)

2010 ALASKA EAGLE VOYAGES

Leg 1, Newport Beach to Easter Island, Fee: tba, 24 days, Oct 30-Nov 23, 2010
Leg 2, Easter Island to Puerto Montt, Chile, Fee: tba, 19 days, Nov 24-Dec 12, 2010
Leg 3, Puerto Montt, Ushuaia, Argentina, Fee: tba, 23 days, Dec 19, 2010-Jan 11, 2011

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

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee $260, 6 hours
BASIC POWERBOAT OPERATIONG & CRUISING CERT, Fee $695, 14 hours
INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee $795, 18 hours
SAFE POWERBOAT HANDLING CERTIFICATION, Fee: $145, 16 hours
SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 20 hours.
US SAILING SMALL POWERBOAT CERTIFICATION, Fee: $25 per person

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

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

PRESENTERS: Lee Woolever, Karen DeClue Prioleau, Lindsey Philpott, Jack Patterson, Robert Profeta, Armando Eason, Mary Menninger, Scott McClung(F)

NAVIGATION COURSES
COASTAL NAVIGATION I, Fee $155, 21 hours.
COASTAL NAVIGATION II , Fee $125, 18 hours.
US SAILING COASTAL NAVIGATION CERTIFICATION COURSE, Fee: $270.00, 18 hours
RADAR, Fee: $125, 9 hours
Presenters: Armando Eason, Brian Michael Kfoury, Marcus Mackenzie, Scott McClung(F)

SEAMANSHIP COURSES

CHANNEL ISLANDS CRUISING SEMINAR, Fee $50, 2.5 hours
CATALINA ISLAND CRUISING SEMINAR, Fee $45, 2.5 hours
ALL ABOUT ANCHORING, Fee $45, 3 hours
COMMUNICATION TECHNOLOGIES, Fee: $60, 3 hours

FIRST AID & CPR, Fee: $75, 8 hours
MARINE WEATHER 1 AND 2, Fee: $95, 10 hours

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

FIBERGLASS REPAIR & MAINTENANCE, Fee: $70, 4.5 hours. Presenter: Armando Eason, Robert Dalrymple, Marc Templin. (P)
MARLINSPIKE SEAMANSHIP, SPLICING, DECORATIVE KNOT WORK, Fee: $45 plus materials fee. 2 hours. Presenter: Lindsey Philpott (P).
MARINE ELETRICAL SYSTEMS, Fee: $90.00, 9 hours. Presenter: Art Holub. (P)
VARNISHING MADE EASY, Fee: $65, 4 hours, Presenter: Erica Christian, Robert Dalrymple, Marc Templin (F)

BASIC SAFETY TRAINING (STCW Certificate); FEE: $750 to $895, 12 to 14 hours;ADD PRESENTER: Robert Burns, Brian A. McDonough, Richard Ruffini, Karen Prioleau, Scott McClung, Brett McAllister, Debbie Dunne, Armando Eason (F)

PROFESSIONAL EXPERTS
Employee: Edward Valentine Lyon, Jr.
Professional Services: To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.
Schedule: To be determined based on program needs.
Rate: $15.00/hr
Funding Source: To be paid an amount NTE $2,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Hogan Michael Beatie
Professional Services: 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 Foundation and/or Sailing Center Funds.

Employee: Sheri Crowe
Professional Services: To act as project manager for OCC vessels and provide general sailing program support; To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.
Schedule: To be determined based on program needs.
Rate: $32.13/hr
Funding Source: To be paid an amount NTE $45,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Richard Crowe
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.
Schedule: To be determined based on program needs.
Rate: $47.94/hr
Funding Source: To be paid an amount NTE $67,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Erika Christian

Professional Services: To perform specialized marine maintenance including painting and varnishing to OCC vessels
Schedule: to be determined based on program needs.
Rate: $20.15/hr
Funding Source: To be paid an amount NTE $2,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Robert Dalrymple
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.
Schedule: To be determined based on program needs.
Rate: $29.30 /hr
Funding Source: To be paid an amount NTE $5,000 from Foundation or Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Christopher Lee Hamel
Professional Services: To provide specialized marine maintenance and repair to OCC's Magnitude 80 and provide general support for the boat; To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
Schedule: To be determined based on program needs.
Rate: $30.00/hr
Funding Source: To be paid an amount NTE $5,000 from Foundation or Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Victoria Hubbard
Professional Services: To provide program support, instructor support and assist with sailing courses and marine projects.
Schedule: To be determined based on program needs.
Rate: $25.70/hr
Funding Source: To be paid an amount NTE $ $38,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Keith Allen Kilpatrick
Professional Services: 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 $6,000 from Foundation and/or Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: David Lapham
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and electrical repair on OCC power vessels, other Sailing Center boats and miscellaneous donations to the program.
Schedule: To be determined based on program needs.
Rate: $28.20 /hr
Funding Source: To be paid an amount NTE $29,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Edward Valentine Lyon, Jr.
Professional Services: To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.
Rate: $15.00/hr
Funding Source: To be paid an amount NTE $2,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Mary G. Menninger
Professional Services: To provide support for marine vocational programs, determine community needs, network with industry leaders to develop contract training, internships, and grants; Provide general Sailing Center support.
Schedule: To be determined based on program needs.
Rate: $35.00/hr
Funding Source: To be paid an amount NTE $20,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Anne Marie Thompson
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.
Schedule: To be determined based on program needs.
Rate: $18.00/hr
Funding Source: To be paid an amount NTE $5,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Katherine Sink-Pointer
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.
Schedule: To be determined based on program needs.
Rate: $ 20.56 /hr
Funding Source: To be paid an amount NTE $38,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Karen Prioleau
Professional Services: To act as project manager for Alaska Eagle programs, vocational course development and general sailing program support; To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
Schedule: To be determined based on program needs.
Rate: $ 33.81 /hr
Funding Source: To be paid an amount NTE $32,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Robert Profeta
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.
Schedule: To be determined based on program needs.
Rate: $36.71/hr
Funding Source: To be paid an amount NTE $20,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Gerald Sandahl
Professional Services: To perform specialized marine maintenance, and wood repair on Sailing Center

boats and docks, as well as miscellaneous donations to the program; To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
Schedule: To be determined based on program needs.
Rate: $ 32.19 /hr
Funding Source: To be paid an amount NTE $20,000 from Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Bruce Tice
Professional Services: To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship; To perform specialized marine maintenance and program support on sailing center boats, misc. donations to the program as well as Sailing Center construction and improvement projects.
Schedule: To be determined based on program needs.
Rate: $39.42/hr
Funding Source: To be paid an amount NTE $30,000 from Foundation or Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Employee: Mark Templin
Professional Services: To perform specialized marine maintenance, painting and fiberglass repair on OCC vessels; To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
Schedule: To be determined based on program needs.
Rate: $36.72/hr
Funding Source: To be paid an amount NTE $ 55,000 from Foundation or Sailing Center Funds.
Contract Dates: Work to be performed between July 1, 2010 and June 30, 2011.

Additional Administrative Content

Created on Oct 2, 2010 at 10:14 PM by Lynnann Minton, Last updated on Oct 6, 2010 by Mary Saccoccio

Agenda Item

3.03.17 Approval of Standard Agreements - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.17 Approval of Standard Agreements - Golden West College

3.03.17.01 Approve Standard Agreement with Prado Olympic Shooting Park for Use of Weapons Firing Facility

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between Prado Olympic Shooting Park and the Coast Community College District for use of their weapons firing facility, from July 1, 2010 through June 30, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $15,000 from General funds

3.03.17.02 Approve Standard Agreement with Evans Gunsmithing Shooters World for Use of Weapons Firing Facility

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between Evan's Gunsmith Shooters World and the Coast Community College District for use of their weapons firing facility, from July 1, 2010 through June 30, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $15,000 from General funds

3.03.17.03 Approve Standard Agreement with El Viento Foundation to Create Educational Pathways for Students to Attend College

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between El Viento Foundation and the Coast Community College District to create educational pathways for students from the Oakview community to attend Golden West College and other colleges or universities, from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $24,000 for benefit packages ($12,000 each) for the El Viento Foundation employees, paid from general funds. This amount will be paid on July 1st with the provision that if the contract is terminated at any time, the $24,000 will be refunded on a prorated basis for the balance of the fiscal year.

3.03.17.04 Approve Standard Internship Agreement

Workers' Compensation insurance is provided by hosting institution. District student interns are covered under the student health insurance provision.

Intern/Institution: Alcala, Claudia

Scope: Assist with CalWORKs intake appointments and assist students with career and transfer related questions
Department: Re-Entry/CalWORKs and Career and Transfer Centers
Term: June 16, 2010 – June 30, 2011
Cost/Source of Funds: Unpaid/Non-sponsored

Additional Administrative Content

Created on 06/02/2010 at 06:39 AM by Christina Ivins. Last Update on 06/10/2010 by Christina Ivins.

Agenda Item

3.03.18 Approval of Standard Agreements - Coastline Community College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.18 Approval of Standard Agreements - Coastline Community College

3.03.18.01 Approve District Standard Scope of Work #2010-15 under the Master Services 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 District Standard Scope of Work #2010-15 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, implementation and evaluation of the Planners & Schedulers Workshop: Phase II. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $15,525 revenue upon completion of project.

3.03.18.02 Approve District Standard Scope of Work #2010-16 under the Master Services 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 District Standard Scope of Work #2010-16 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, implementation and evaluation of the Materials Management for Maintenance Workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $12,960 revenue upon completion of project.

3.03.18.03 Approve District Standard Scope of Work #2010-17 under the Master Services 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 District Standard Scope of Work #2010-17 under the Master

Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, delivery and evaluation of a Pump Health Workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $6,120 revenue upon completion of project.

Additional Administrative Content

Created on 06/02/2010 at 08:47 AM by Laurie Swarcutt. Last update on 06/10/2010 by Laurie Swarcutt

Agenda Item

3.03.19 Approval of Standard Agreements - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.19 Approval of Standard Agreements - Orange Coast College

3.03.19.01 Approve Standard Agreement between the UCC Educational Center and the Coast Community College District for the Purpose of Providing Education and IT training at Orange Coast College

Background: Orange Coast College was contacted with the UCC Education Training Center in Korea to provide education and training to 25 Korean Secondary teachers. The program will include visiting business and industry, OCC providing instruction on Web 2.0 and BlackBoard as an instructional and communication device. Industry representatives will be present on campus to discuss trends using social media

Goal/Purpose: To provide education and training at Orange Coast College to 25 Secondary teachers from the UCC Educational Center – SIT TESOL Training Site in South Korea

Comments: Review by Risk Services

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between the UCC Educational Center and the Coast Community College District for the purpose of providing education and training at Orange Coast College to 25 Secondary teachers from the UCC Educational Center – SIT TESOL Training Site in South Korea. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College Community Education to receive $11,000 from this contract

3.03.19.02 Approve Standard Agreement between the Hicks Canyon Child Development Center and the Coast Community College District for the Purpose of Providing Child Care Assistance for Eligible Orange Coast College CalWORKs Student

Background: According to State Budget Act, "*Funds utilized for subsidized child care shall be for children of CalWORKs recipients through campus-based centers or parental choice vouchers at rates and with rules consistent with those applied to related programs operated by the State Department of Education in the 2009-2010 fiscal year, including eligibility, reimbursement rates, and parental contribution scheduled. Subsidized campus child care for CalWORKs recipients may be provided during the period they are engaged in qualifying state and federal work activities through attainment of their initial education and training plan and for up to three months thereafter or until the end of the academic year, whichever period of time is greater.*" Also, child care is a critical component to ensuring the success of CalWORKs students while they are enrolled in the community college and participating in work activities. CalWORKs

students must have child care that meets their individual needs including providing services to children of various ages and providing child care during weekends and evenings if needed. Campus CalWORKs child care funds are dedicated for emergency, transitional, or other needs as identified by the program.

Goal/Purpose: Provide child care assistance for a period of activity in which the Alternative Payment Program (APP) did not contract for (Winter Intersession – January 4, 2010 through January 29, 2010) to ensure student was able to perform her Clinical Experience 4 (I) – DMS A276.

Comments: Review by Risk Services; Late submittal due to the fact that student notified CalWORKS Coordinator on April 16, 2010, that Children's Home Society of California denied payment for student's Winter Intersession clinical experience 4 (DMS A276) from January 4, 2010, through January 29, 2010. CalWORKS program has a funding priority for emergency and transitional childcare assistance to eligible students to prevent them from having to pay for supportive services from their own funds. Childcare provider (Hicks Canyon Child Development Center) is a new vendor and contract packet processing requires several weeks for review and signature by vendor.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Hicks Canyon Child Development Center and the Coast Community College District for the purpose of providing child care assistance for qualifying children of CalWORKs eligible student. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to fund $1,107.17 from CalWORKs Budget #124030-254604-7601-732000

Additional Administrative Content

Created: 5/26/2010 at 08:50 AM by Tammie Minton Last Updated on: 5/27/2010 by Larry Saccoccio

Agenda Item

3.03.20 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.20 Authorization for Off-Campus Assignments - Coastline Community College

Name: Nancy Jones
Title: Academic Senate President
Organization: Academic Senate Statewide Career Pathways Project Committee
Assignment: Committee Member
Term: July 1, 2010 — June 30, 2011

Name: Nancy Jones
Title: Academic Senate President
Organization: Academic Senate Statewide Occupational Education Committee
Assignment: Committee Member
Term: July 1, 2010 — June 30, 2011

Name: Joycelyn Groot
Title: Dean, Military/Contract Education Programs
Organization: Indtai Inc./Academic Explorer
Assignment: Academic Explorer Steering Committee Member
Term: July 1, 2010 — June 30, 2011

Name: Joycelyn Groot
Title: Dean, Military/Contract Education Programs
Organization: GoArmyEd Advisory Group
Assignment: Advisory Group Member
Term: July 1, 2010 — June 30, 2011

Name: Joycelyn Groot
Title: Dean, Military/Contract Education Programs
Organization: U.S. Army Southern California Army Advisory Council
Assignment: Council Member
Term: July 1, 2010 — June 30, 2011

Name: Joycelyn Groot
Title: Dean, Military/Contract Education Programs
Organization: Military Spouse Training and Education Advisory Group
Assignment: Advisory Group Member
Term: July 1, 2010 — June 30, 2011

Name: Paula Coker
Title: Foundation Assistant
Organization: Fountain Valley Chamber of Commerce
Assignment: Ambassador
Term: July 1, 2010 – June 30, 2011

Name: Mariam Khosravani

Title: Foundation Executive Director
Organization: Network of California Community Colleges (NCCCF)
Assignment: Advisory Board Member
Term: July 1, 2010 – June 30, 2011

Name: Mariam Khosravani
Title: Foundation Executive Director
Organization: KOCE –TV
Assignment: Advisory Board Member
Term: July 1, 2010 – June 30, 2011

Name: Mariam Khosravani
Title: Foundation Executive Director
Organization: Public Affairs Alliance of Iranian Americans (PAAIA)
Assignment: Advisory Board Member
Term: July 1, 2010 – June 30, 2011

Name: Mariam Khosravani
Title: Foundation Executive Director
Organization: The Africa Project
Assignment: Vice President
Term: July 1, 2010 – June 30, 2011

Additional Administrative Content

Created on 6/22/10 at 11:50 AM by Laurie Swanson Last updated on 6/10/2010 by Laurie Swanson

Agenda Item

3.03.21 Authorization for Off-Campus Assignments - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.21 Authorization for Off-Campus Assignments - Orange Coast College

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

Name: Kathryn Mueller
Title: Dean, Student Services and Acting Co-Vice President, Student Services
Organization: National Association of Student Personnel Administrators (NASPA)
Assignment: Community and Two-Year Colleges Coordinator for Region VI Advisory Board
Term: July, 2010 – July, 2011

Additional Administrative Content

Created on 06/02/2010 at 02:11 PM by Lynnette Miron - Last updated on 06/10/2010 by Mary Saccoccio

Agenda Item

3.03.22 Authorization for Off-Campus Assignments - District

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.22 Authorization for Off-Campus Assignments - District

Ding-Jo H. Currie, Chancellor, to serve on the American Council on Education (ACE) Board of Directors, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Chancellor, to serve on the Board of Directors of the American Council on Education's Center for Advancement of Racial and Ethnic Equity, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Chancellor, to serve on the Board of Directors of the National Asian Pacific Islander Council, an affiliated council of the American Association for Community Colleges, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Administrative Content

Created on 06/02/2010 at 02:20 PM by Mary Saccoccio Last Updated on 06/10/2010 by Mary Saccoccio

Agenda Item

3.04 PERSONNEL ITEMS

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.04 PERSONNEL ITEMS

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

3.04.02 Authorization for Changes in Assignments, Academic Staff

3.04.03 Authorization for Contract Amendments Based upon Horizontal Salary Moves

3.04.04 Authorization for Schedule Changes, Classified Staff

3.04.05 Authorization for Professional Experts

3.04.06 Approval of Sabbatical Leave Requests

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Additional Administrative Content

Created on 05/28/2010 at 03:00 PM by CCCD.HR - Last Update on 06/1/2010 by Mary Saccoccio

3.04 PERSONNEL ITEMS

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

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

Administration

Name	LOC	Title	Action	Effective Date
Meneses, Evangeline	CCC	Vice President, Student Services and Economic Development	Resign	06/30/10

Faculty

Name	LOC	Title	Action	Effective Date
Anderson, Jennifer	OCC	Instructor, Art	Resign	05/30/10

Classified

Name	LOC	Title	Action	Effective Date
Tom, Cassandra	GWC	RHORC Assistant (48.75%)	Resign	06/30/10
Von Kaenel, Kathleen	OCC	Child Development Specialist	Resign	06/16/10
Yoshii, Michiye	CCC	Workforce Specialist	Resign	04/30/10

Revision to Previous Board Action

Name	Loc	Title	Action	Effective Date
Kearney, Joanne	OCC	Lab Inst Asst-Agr/Bio	Resign	06/30/10*

*Revise date from 07/01/10.

3.04.02 Authorization for Changes in Assignments, Academic Staff

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

Faculty

Suozzo, Joanne, OCC, Instructor, English, Reduced Load/Option Pre-Retirement Program, 53.3% Fall and Spring, effective 08/30/10.

3.04.03 Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2010-11 school year:

Name	Campus	From Col/Step	To Col/Step
Taylor, Scott	GWC	IV 13	V 14

3.04.04 Authorization for Schedule Changes, Classified Staff

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

Classified

Permanent Schedule Changes

Name	LOC	Title	From	To	Effective Date
Phan, Phuong	OCC	Office Coordinator	56.25%	100%	07/01/10

Temporary Schedule Changes

Classified Management

Name	LOC	Title	From	To	Effective Date
Jaglowski, Suzanne	OCC	ECE Lab School Mgr	11 mo	HOC*	07/01/10

*Hours over contract.

Classified

Name	LOC	Title	From	To	Effective Date
Whistler, Jillian	OCC	Child Care Eligibility Specialist	72.5%	100%	07/01/10

3.04.05 Authorization for Professional Experts

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

Professional Experts over $10,000.00

Battistelli, L'Oreal, CCC, to provide ESL training for the Contract Education not-for-credit project for Kingston Technology, Inc., for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 2.04 units per week for 50 weeks, compensation to be $10,200.00.

Disney, Betty, CCC, to serve as the Projects Coordinator for the Contract Education/College Education Bound US (CCC-EBUS) China Program, for the period 07/01/10 to 12/31/10, to be paid by timecard at $100.00 per unit, 6 units per week for 25 weeks, compensation to be $15,000.00.

Gordon, Marcia, GWC, to coordinate the Crisis Intervention Training Grant; for the period 07/01/10 to 06/30/11, to be paid by timecard at $10.00 per unit, 90 units per week for 50 weeks, compensation to be $45,000.00.

Herrera, Patrick, CCC, to provide ESL Curriculum Development and not-for-credit Contract Education ESL training programs to Kingston Technology Company, Inc. employees, for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 3 units per week for 50 weeks, compensation to be $15,000.00.

Herrera, Patrick, CCC, to provide ESL Curriculum Development and not-for-credit Contract Education ESL training programs to SureFire, LLC employees, for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 3 units per week for 50 weeks, compensation to be $15,000.00.

Jereb, Claudia, CCC, to provide ESL training for the Contract Education not-for-credit project for Kingston Technology, Inc., for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 2.22 units per week for 50 weeks, compensation to be $11,100.00.

Klein, Sandra P., CCC, to provide Neuropsychological services for the ABI Program, for the period 07/01/10 to 06/30/11, to be paid at $100.00 per unit, 8.736 units per week for 50 weeks, compensation to be $43, 680.00.

Kochanski, Jennifer, DIST, to perform work related to the CTE Collaborative Grant Projects, for the period 07/01/10 to 06/30/11, to be paid by timecard at $10.00 per unit, 96 units per week for 50 weeks, compensation to be $48,000.00.

Leung, Hei-Yi, CCC, to provide on-site counseling, facilitating counseling activities, and providing language development services for CCC-EBUS China Project, for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 5 units per week for 50 weeks, compensation to be $25,000.00.

Martinez, Rocio G., OCC, to perform social work services for OCC students at the Student Health Center, for the period 06/21/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 4.4 units per week for 37 weeks, compensation to be $16,400.00.

Nieman, Michelle J., CCC, to provide Instructional Design and technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses, for the period 07/01/10 to 10/09/10, to be paid by timecard at $100.00 per unit, 11.39 units per week for 12 weeks, compensation to be $13,668.00.

Vierstra, Donald, CCC, to create digital graphic designs for various projects throughout Instructional Systems Development department, for the period 07/01/10 to 10/09/10, to be paid by timecard at $100.00 per unit, 12.87 units per week for 14 weeks, compensation to be $18,024.00.

Ward, Jason, CCC, to serve as the Administrative Liaison for Contract Education CCC Education Bound U. S. (CCC-EBUS) Program and other corporate Contract Education Programs, for the period 07/01/10 to 0/30/11, to be paid by timecard at $10.00 per unit, 70 units per week for 50 weeks, compensation to be $35,000.00.

Wolzinger, Renah, GWC, to serve as Tech Prep Program Coordinator for GWC, for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 6.462 units for 52 weeks, compensation to be $33,600.00.

Young, Gary, CCC, to serve as a System Analyst/Programmer for special projects applications, for the period 07/01/10 to 10/09/10, to be paid by timecard at $100.00 per unit, 13.5885 units per week for 14 weeks, compensation to be $19, 023.90.

Other Professional Experts

Boswell, Glen D., GWC, to serve as Automotive Service Co-op Work Experience Coordinator, for the period 06/01/10 to 07/30/10, to be paid at $100.00 per unit, 12 units per week for 6 weeks, compensation to be $7,200.00.

Hanna, John P., GWC, to create one-minute videos for each of the CTE programs, for the period 06/17/10 to 06/30/10, to be paid at $100.00 per unit, 12.5 units per week for 2 weeks, compensation to be $2,500.00.

Herrera, Patrick, CCC, to provide ESL curriculum/Assessment development for the Contract Education not for credit contract through Technology Based Learning Initiative Grant, for the period 07/01/10 to 06/30/11, to be paid by timecard at $100.00 per unit, 1.5 units per week for 50 weeks, compensation to be $7,500.00.

Hess, John M., OCC, to articulate High School and Community College courses for students, for the period 06/17/10 to 06/30/10, to be paid by timecard at $100.00 per unit, out of the Tech Prep District Fund, 1 unit per week for 2 weeks, compensation to be $200.00.

Nieman, Michelle J., CCC, to provide Instructional Design for course revisions and new course content for the Instructional Systems Development department, for the period 07/01/10 to 10/09/10, to be paid by timecard at $100.00 per unit, 5.75 units per week for 12 weeks, compensation to be $6,900.00.

Nieman, Michelle J., CCC, to provide instructional design and development services to UCI's Center of Excellence on Elder Abuse and Neglect toward the creation of training modules for workers who care for the elderly, for the period 07/01/10 to 11/09/10, to be paid by timecard at $100.00 per unit, 3.537 units per week for 19 weeks, compensation to be $6,720.00

Sagen, Arthur J., CCC, to provide Curatorial Services in the Coastline Art Gallery, for the period 07/02/10 to

08/31/10, to be paid by timecard at $100.00 per unit, 8 units per week for 5 weeks, compensation to be $4,000.00.

Sayer, Jean A., OCC, to serve as workshop presenter for the period 11/30/09 to 04/09/10, to be paid by timecard at $10.00 per unit, 3.75 units per week for 18 weeks, compensation to be $675.00.

Tran, Thu H., CCC, to revise programming code for online courses, converting new and revised courses into Moodle, and laying out content for student guide revisions for the Instructional Systems Development department, for the period 07/01/10 to 10/09/10, to be paid by timecard at $10.00 per unit, 70.25 units per week for 14 weeks, compensation to be $9,835.00.

Revision to Previous Board Action

Genet, Belen, GWC, to increase weekly hours completing CalWORKs Program project which includes budgeting, state and federal reporting, and continue to provide continuity with budgeting and with new TANF Work-Study and job development, for the period 06/17/10 to 06/30/10, to be paid by timecard at $100.00 per unit, 28 units per week for 2 weeks, increase compensation from $4,400.00 to $5,600.00.

Pulichino, Joseph P., CCC, to provide on-site program coordination and ESL Instructional Services for the Contract Education Not-for-Credit Early College High School China program and to facilitate online Counseling/ESL sessions for CCC-EBUS China program, for the period 02/04/10 to 06/30/10, to be paid by timecard at $100.00 per unit, 15.714 units per week for 21 weeks, increase compensation from $31,500.00 to $33,000.00.

3.04.06 Approval of Sabbatical Leave Requests

It is recommended that authorization be given for the following revision to the previously approved sabbatical:

Revision to Previous Board Action

Cosand, Keisha, GWC, Instructor, English, change sabbatical from Spring 2011 to Fall 2010.

Agenda Item

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.05 ADDITIONAL PERSONNEL ITEMS

NONE

Additional Administrative Content

Created on 05/25/2010 at 03:40 PM by CCCDHR Last Update on 06/10/2010 by Mari Saccoccio

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 06/16/2010 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: Austin, Natalie
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $21,000 annually, paid monthly, at an hourly rate of $24, inclusive of all approved expenses of $1,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Chapman, Sue
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $18,000 annually, paid monthly, at an hourly rate of $29, inclusive of all approved expenses of $2,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Choi, Ann
Services: Support Coastline's Military Education programs
Payment Schedule/Compensation: $18,000 annually, paid monthly at an hourly rate of $27, inclusive of all approved expenses and $1,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Davis, Roderick
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $16,000 annually, paid monthly at an hourly rate of $24, inclusive of all approved expenses of $1,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Downing, Angela
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $33,000 annually, paid monthly at an hourly rate of $27, inclusive of all

approved expenses of $1,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Drye, David
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $39,600 annually, paid in twelve monthly increments, inclusive of all expenses, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding; Contract Education funds

IC Name: Fellows, Brandy
Services; Support Coastline's Military Education Programs
Payment Schedule/Compensation: $12,000 annually, paid monthly at an hourly rate of $18, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of funding: Contract Education funds

IC Name: Flint, Foster
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $15,000 annually, paid monthly at an hourly rate of $22, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Harriman, Stephanie
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $33,000 annually, paid monthly at an hourly rate of $21, inclusive of all approved expenses of $1,200 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Herald, John
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $10,000 annually, paid monthly at an hourly rate of $27, inclusive of all approved expenses of $1,200 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Hill, Kalina
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $48,500 annually, paid in 12 monthly increments, inclusive of all approved expenses of $2,000 yearly, including travel expenses, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Hughes, Richard Douglas
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $26,500 annually, paid monthly at an hourly rate of $24, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and

receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Jasinski, Cheryl
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $16,000 annually, paid monthly at an hourly rate of $24, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Lawson, Gloria
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $32,000 annually, paid monthly at an hourly rate of $24, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Kilby, IV, Shelton
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $48,000 annually, paid monthly at an hourly rate of $24, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Leader, Miles
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $33,600 annually, paid monthly at an hourly rate of $27, inclusive of all approved expenses of $1,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Lutz, Betty
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $35,100 annually, paid in twelve monthly increments, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Menges, Joel
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $38,000 annually, paid monthly, at an hourly rate of $24, inclusive of all approved expenses of $4,000 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Meraz Reardon, Diane
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $29,000 annually, paid monthly, at an hourly rate of $26, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and

receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Reteguiz, Kim
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $34,000 annually, paid monthly, at an hourly rate of $23, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Shadday, Dianna
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $19,000 annually, paid monthly, at an hourly rate of $20, inclusive of all approved expenses of $1,200 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Stinson, Monique
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $10,000 annually, paid monthly, at an hourly rate of $19, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Thomas, Michelle
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $48,000 annually, paid in twelve monthly increments, inclusive of all approved expenses of $1,200 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Warrick, Robert
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $55,500 annually, paid in twelve monthly increments, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Wills, Kimberly
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $35,000 annually, paid monthly, at an hourly rate of $23, inclusive of all approved expenses of $1,200 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Wiens, Melissa
Services: Provide special services for the delivery of specific program requirements as set forth in the contract to provide integration services in support of the Navy College Program for Afloat Education (NCPACE).

Payment Schedule/Compensation: $69,790 paid in 12 monthly increments, inclusive of all approved expenses of $4,200 yearly, including travel expenses of $3,000, and phone expenses of $1,200, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011

Source of Funding: Contract Education ancillary funds

UNDER $10,000

IC Name: Mayeaux, William
Services: Support Coastline's Military Education Programs
Payment Schedule/Compensation: $7,400 annually, paid monthly, at an hourly rate of $24, inclusive of all approved expenses of $1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Bishop, Bruce, Ph.D., C.P./Parliamentary Services
Services: Present and conduct two 4-hour training workshops for Coastline's Student Advisory Council on Parliamentary Procedures and Constitution Bylaws Writing and Amendments. In addition, a 2-hour follow-up training will be scheduled.
Payment Schedule/Compensation: $750 per 4-hour workshop, $300 for 2-hour follow-up session/consultation; for a total contract amount of $1,800 upon receipt of invoice.
Term of Agreement: July 6, 2010 – December 11, 2010
Source of Funding: Student Advisory Council funds

IC Name: Villanueava, Michelle
Services: Professional acting/voiceover/production work for six Career and Technical Education infomercials and voiceover for a PowerPoint presentation.
Payment Schedule/Compensation: $1,000 upon services rendered and receipt of invoice
Term of Agreement: June 1, 2010 – June 30, 2010
Source of Funding: TechPrep funds

IC Name: Options Unlimited, LLC
Services: Facilitate Kaleidoscope Leadership Institute.
Payment Schedule/Compensation: One-time fee $4,000 upon services rendered and receipt of invoice
Term of Agreement: November 30 – December 6, 2010
Source of Funding: Foundation funds

IC Name: Nickerson, David
Services: Professional acting/voiceover/production work for six Career and Technical Education infomercials and voiceover for a PowerPoint presentation.
Payment Schedule/Compensation: $1,000 upon services rendered and receipt of invoice
Term of Agreement: June 1, 2010 – June 30, 2010
Source of Funding: TechPrep funds

IC Name: C-MONet LLC – Samantha Simonnett
Services: Special guest speaker for the Rapid Response Special Project Program Green Technology & Information Technology Forum.
Payment Schedule/Compensation: $250 upon services rendered and receipt of invoice
Term of Agreement: June 18, 2010
Source of Funding: Rapid Response Special Project funds

IC Name: Keilbach, Kimberly B.
Services: Special guest speaker for the Rapid Response Special Project Program Green Technology &

Information Technology Forum.
Payment Schedule/Compensation: $250 upon services rendered and receipt of invoice
Term of Agreement: June 18, 2010
Source of Funding: Rapid Response Special Project funds

IC Name: Accardi, Millicent
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board approved 2/3/10) SOW 2010-15, Planners & Schedulers Workshop: Phase II, $5,220; SOW 2010-16, Materials Management for Maintenance, $4,550.
Payment Schedule/Compensation: $9,770 upon completion of project deliverables and receipt of invoice.
Term of Agreement: July 1, 2010 – December 31, 2010
Source of Funding: Funds received from Chevron in support of this project

IC Name: Ryther, Susan
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board approved 2/3/10) SOW 2010-15, Planners & Schedulers Workshop: Phase II, $5,220; SOW 2010-16, Materials Management for Maintenance, $4,550.
Payment Schedule/Compensation: $9,770 upon completion of project deliverables and receipt of invoice.
Term of Agreement: July 1, 2010 – December 31, 2010
Source of Funding: Funds received from Chevron in support of this project

IC Name: Denise Cusano Instructional Design, Inc.
Services: Instructional design services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW 2010-15, Planners & Schedulers Workshop: Phase II, $2,500; SOW 2010-16, Materials Management for Maintenance, $1,700; SOW 2010-17, Pump Health, $5,100.
Payment Schedule/Compensation: $9,300 upon completion of project deliverables and receipt of invoice.
Term of Agreement: July 1, 2010 – December 31, 2010
Source of Funding: Funds received from Chevron in support of this project

IC Name: Greatrake, McBride & Associates
Services: Facilitate a 3-hour training session and develop a Case for Support document
Payment Schedule/Compensation: $750 for 3-hour training session, $1,750 for Case for Support document; for a total contract amount of $2,500 upon services rendered and receipt of invoice.
Term of Agreement: June 16, 2010 – June 15, 2011

Source of Funding: Foundation funds

Additional Administrative Content

Agenda Item

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.05.02 Authorization for Independent Contractors - Golden West College

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

$10,000 AND OVER

IC Name: Whyte, D. Scott
Services: Provide liaison services between CIT training staff and consumer speakers and instruct Stress Management at each CIT class session
Payment Schedule/Compensation: $20,000, to be paid $38/hour per monthly invoice
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Mental Health Grant funds

IC Name: Perrou, Barry
Services: Provide specialized training to Orange County police officers
Payment Schedule/Compensation: $10,000, to be paid $90/hour per invoice upon completion of each training
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Mental Health Grant funds

IC Name: Silveria, Deborah
Services: Provide specialized training to Orange County police officers
Payment Schedule/Compensation: $10,000, to be paid $53/hour for lectures and $35/hour for prep, per invoice upon completion of each training
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: Mental Health Grant funds

IC Name: Care Training Services c/o Waller, Vidella
Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff
Payment Schedule/Compensation: $22 per manual exam, $10 per written exam, $15 per oral exam and $15 per rescheduled manual exam, NTE $90,000 to be paid as invoiced per exam date
(Revision is to increase the total compensation from $85,000. Previous Board action: 5/19/10.)
Term of Agreement: July 1, 2009 – June 30, 2010
Source of Funding: RHORC RTC Trust funds

IC Name: Health Educational Consultants c/o Bowden, Joyce
Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff
Payment Schedule/Compensation: $22 per manual exam, $10 per written exam, $15 per oral exam and $15 per rescheduled manual exam, NTE $70,000 to be paid as invoiced per exam date
(Revision is to increase the total compensation from $62,000. Previous Board action: 5/19/10.)
Term of Agreement: July 1, 2009 – June 30, 2010
Source of Funding: RHORC RTC Trust funds

IC Name: Conley, Mary Louise
Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff
Payment Schedule/Compensation: $22 per manual exam, $10 per written exam, $15 per oral exam and $15 per rescheduled manual exam, NTE $37,000 to be paid as invoiced per exam date
(Revision is to increase the total compensation from $33,000. Previous Board action: 5/19/10.)
Term of Agreement: July 1, 2009 – June 30, 2010
Source of Funding: RHORC RTC Trust funds

IC Name: DeBoer, Leora
Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff
Payment Schedule/Compensation: $22 per manual exam, $10 per written exam, $15 per oral exam and $15 per rescheduled manual exam, NTE $47,000 to be paid as invoiced per exam date
(Revision is to increase the total compensation from $45,000. Previous Board action: 5/19/10.)
Term of Agreement: July 1, 2009 – June 30, 2010
Source of Funding: RHORC RTC Trust funds

UNDER $10,000

IC Name: On Course c/o Downing, Skip
Services: Provide 2-day On Course Professional Development Workshop
Payment Schedule/Compensation: $5,950, to be paid 50% ($2975) upon contract signing and the remaining upon completion
Term of Agreement: January 10, 2011 – January 11, 2011
Source of Funding: RHORC Trust funds

IC Name: Hall, Elizabeth
Services: Content expert and lecturer for RHORC Nursing Specialty Programs
Payment Schedule/Compensation: $8,000, to be paid $75/hour per invoice upon completion
Term of Agreement: July1, 2010 – June 30, 2011
Source of Funding: RHORC Trust funds

IC Name: Wilson, Margaret
Services: Content expert and lecturer for RHORC Nursing Specialty Programs
Payment Schedule/Compensation: $8,000, to be paid $75/hour per invoice upon completion
Term of Agreement: July1, 2010 – June 30, 2011
Source of Funding: RHORC Trust funds

IC Name: Barnhill, Barry
Services: Content expert and lecturer for RHORC Nursing Specialty Programs
Payment Schedule/Compensation: $8,000, to be paid $75/hour per invoice upon completion
Term of Agreement: July1, 2010 – June 30, 2011
Source of Funding: RHORC Trust funds

IC Name: Pierson, Ginger
Services: Content expert and lecturer for RHORC Nursing Specialty Programs
Payment Schedule/Compensation: $5,000, to be paid $75/hour per invoice upon completion
Term of Agreement: July1, 2010 – June 30, 2011
Source of Funding: RHORC Trust funds

IC Name: Connor, Kathy
Services: Content expert and lecturer for RHORC Nursing Specialty Programs
Payment Schedule/Compensation: $5,000, to be paid $75/hour per invoice upon completion
Term of Agreement: July1, 2010 – June 30, 2011
Source of Funding: RHORC Trust funds

IC Name: Collins, Naomi
Services: Act as project evaluator according to the terms of US FIPSE Grant P116N060028 (*North American Mobility in Higher Education* – FIPSE Grant Board Approved 12/13/06)
Payment Schedule/Compensation: $1,500, onetime payment upon completion
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: FIPSE NARET Grant

IC Name: Giblin, Michael
Services: Consulting services for coordination of WIB-ARRA Grant for Auto Tech Program
Payment Schedule/Compensation: $33,000, to be paid $2,000/month, per invoice
Term of Agreement: July 1, 2010 – June 30, 2011
Source of Funding: WIB-ARRA Grant

IC Name: See below
Services: Speaking panelists during Mental Health for Law Enforcement Officers
Payment Schedule/Compensation: $114 per panelist per training session, to be paid $38/hour to be paid upon completion of each training session
Term of Agreement: July1, 2010 – June 30, 2010
Source of Funding: Mental Health Grant funds

Anderson, Kelly
Becker, Lisa
Boyd, Theresa
Kinzer, Gary
Naftel, Martin
Ottiger, Mike
Rowley, Renee
Torres, Joy
Woodward, Frank

IC Name: Schroeder, Gerald
Services: To provide musical entertainment at the Chef's for Scholarships event
Payment Schedule/Compensation: $600, to be paid in full at event
Term of Agreement: September 19, 2010
Source of Funding: Foundation Patron's Fundraising Events funds

IC Name: Williams, Teri
Services: To provide restaurant coordination for the Chef's for Scholarships event
Payment Schedule/Compensation: $400, to be paid in full at event
Term of Agreement: September 19, 2010
Source of Funding: Foundation Patron's Fundraising Events funds

IC Name: Skale, David
Services: To provide entertainment at the Chef's for Scholarships event
Payment Schedule/Compensation: $255, to be paid in full at event
Term of Agreement: September 19, 2010
Source of Funding: Foundation Patron's Fundraising Events funds

IC Name: The Game Squad
Services: Game limo rental at the Chef's for Scholarships event
Payment Schedule/Compensation: $225, to be paid $100 on July 6 and balance of $125 at event
Term of Agreement: July 1, 2010 – September 19, 2010
Source of Funding: Foundation Patron's Fundraising Events funds

IC Name: See below
(Revision is to replace contractor with those listed below. Previous Board action: 8/19/09.)

Services: Light designers for GWC Dance concerts/performances
Payment Schedule/Compensation: $300 each upon completion
Term of Agreement: May 17-22, 2010
Source of Funding: Dance trust funds

Kole, Christina
Loder, Sara
Wagenback, Heidi

Additional Administrative Content

Created on 05/25/2010 at 03:39 PM by Christina Irvin Last update on 06/10/2010 by Christina Irvin

Agenda Item

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 06/16/2010 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

IC Name: Boatwain's Locker
Services: For the purpose of providing repair and maintenance services to sailing center engines.
Payment Schedule/Compensation: NTE $15,000; total contract amount is $15,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation and Sailing Center Funds.

IC Name: Bell Port Newport Harbor Shipyard
Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.
Payment Schedule/Compensation: NTE $25,000; total contract amount is $25,000 to be paid upon submittal of invoice as work is completed.

UNDER $10,000

IC Name: Amtex
Services: For the purpose of providing canvas repair to OCC sailing vessels.
Payment Schedule/Compensation: NTE $3,000; total contract amount is $3,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Augusoft,Inc.
Services: For the purpose of providing and maintaining OCC Sailing's online registration software program.
Payment Schedule/Compensation: NTE $9,000; total contract amount is $9,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Balport
Services: For the purpose of providing lock and key maintenance and repair for OCC Sailing's facility and vessels

Payment Schedule/Compensation: NTE $1,000; total contract amount is $1,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Big Mike Electric
Services: Provide repair service to and installation of electrical equipment to sailing center facilities, docks and boats.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Blinn & Young
Services: For the purpose of providing canvas repair to OCC sailing vessels.
Payment Schedule/Compensation: NTE $1,500; total contract amount is $1,500 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Bruce Brown & Associates
Services: for the purpose of providing instruction on the use of safety gear, flares, and liferafts to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard licensing course and Safety at Sea Seminar.
Payment Schedule/Compensation: NTE $2,000; total contract amount is $2,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds.

IC Name: Chem Dry of Irvine/Newport
Services: For the purpose of providing cleaning and steamcleaning of boat cushions and facility carpet care.
Payment Schedule/Compensation: NTE $750; total contract amount is $750 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: Commanders Weather Corporation
Services: for the purpose of providing specialized and detailed marine weather forecasts for OCC School of Sailing & Seamanship vessels operating offshore
Payment Schedule/Compensation: NTE $500; total contract amount is $500 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: Dumas Diesel Injection
Services: to inspect and provide repair and maintenance to engines aboard sailing center boats
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Elliott/Pattison Sailmakers
Services: for the purpose of providing repair services to repair torn and damaged sailing center sails and

canvas.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: First Advantage Enterprise Screening Corporation
Services: to provide drug and breath alcohol testing, and related program management services to OCC Sailing Center USCG certified captains
Payment Schedule/Compensation: NTE $1,0000; total contract amount is $1,000 to be paid upon submittal of invoice at $57.75 per test as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Garcia, Marcela
Services: Mending and repair of athletic uniforms (sewing, stitching, patches)
Payment Schedule/Compensation: To be paid $5.00 per garment mended; quantity is estimated at 115 pieces; total cost will also include color matched thread, patches, etc. Payment to be made bi-weekly at the completion of service on a net-30 basis as service is rendered; NTE $600.
Term of Agreement: June 17-30, 2010
Source of Funding: Ancillary funds

IC Name: Garcia, Marcela
Services: Mending and repair of athletic uniforms (sewing, stitching, patches)
Payment Schedule/Compensation: To be paid $5.00 per garment mended; quantity will vary and will be done only on an as-needed basis; total cost will also include color matched thread, patches, etc. Payment to be made bi-weekly at the completion of service on a net-30 basis as service is rendered; NTE $900
Term of Agreement: July 1-December, 2010
Source of Funding: Ancillary funds

IC Name: Glacier Corporation,
Services: Refrigeration repair and maintenance services to sailing center vessels
Payment Schedule/Compensation: NTE $3000; total contract amount is $3000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Gordon West Radio School
Services: Provide instruction for OCC's Marine Radio Operator's Permit Course.
Payment Schedule/Compensation: NTE $2,500. Total contract amount is $2,500 to be paid at a rate of 50% after direct cost per class upon submittal of invoice as work is completed.
Term of Agreement: June 16, 2010 – June 30, 2011
Source of Funding: To be paid from Sailing Center Funds.

IC Name: Hoffman, Constance
Services: Presenter provides workshops and presentations on job readiness, resume and interview skills and other related topics, Fee: $300, 1.5 hours. (F)
Payment Schedule/Compensation: Compensation equals $300 for each class taught in an amount not to exceed $2,000.
Terms of Agreement: June 17, 2010 – June 30, 2011
Source of Funding: Community Education registration fees and Job Center ancillary and Career Education indirect fund.

IC Name: Lohman's Yacht Service

Services: for the purpose of providing bottom cleaning services to sailing center boats and donations.
Payment Schedule/Compensation: NTE $4000; total contract amount is $4000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: The Mailing Source
Services: for the purpose of preparing, sorting and label affixing for sailing center mailings
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: Marina Shipyard
Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.
Payment Schedule/Compensation: NTE $5,000; total contract amount is $5,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation and Sailing Center Funds.

IC Name: Marrett, Barbara
Services: For the purpose of serving as project manager for the donated vessel "White Raven" berthed in Friday Harbor, WA as well as Alaska Eagle Crew and promoting OCC Sailing Programs at various boat shows in the USA and Canada. Duties include, but are not limited to marine maintenance, serving as skipper/mate when underway and for voyages with students in the San Juan Islands during the fiscal year July 1, 2010 - June 30, 2011.
Payment Schedule/Compensation: NTE $9,000; total contract amount is $9,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation and Sailing Center Funds.

IC Name: MB Elite
Services: Repair & maintenance services to sailing center donated vehicles
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Mills, Susan
Services: Design and create costumes for the OCC Theater Department production of "Hamlet"; Revision to Board approval to include costs of costumes and materials. Original Board approval 11/4/09.
Payment Schedule/Compensation: Services paid at $20/hr NTE $800; additional $430 to reimburse for costs of costumes and materials; Total compensation $1,230 upon completion of services and submittal of invoice.

IC Name: Newport Window Maintenance
Services: To provide monthly exterior cleaning services for all sailing center and crew facility windows.
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds
IC Name: Parker, Liz
Services: Donor identification and solicitation for Planetarium capital campaign

Payment Schedule/Compensation: Three (3) monthly payments of $3,000 each NTE $9,000 in total upon submission of invoice
Source of Funding: Foundation funds

IC Name: Reliable Delivery
Services: To provide transportation for OCC Sailing's vessels, containers and donations
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Rigworks
Services: To provide rigging repair and maintenance, parts and supplies to OCC Sailing vessels and donations.
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Sea Carpet
Services: To provide carpet and installation for OCC Sailing facility and vessels
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Schock Boats
Services: for the purpose of Haul out and launch of sailing center boats for repair and maintenance
Payment Schedule/Compensation: NTE $1500; total contract amount is $1500 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: Sign Source Inc.
Services: To provide materials, construction and installation of sign for David A. Grant Collegiate Rowing Center.
Payment Schedule/Compensation: NTE $4000; total contract amount is $4000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: SS Metal Fabricators
Services: To provide repair and metal fabrication for OCC Sailing vessels, facility and Foundation donations
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Stoll Engine Company
Services: the purpose of Repair and maintenance of engines for sailing center boats
Payment Schedule/Compensation: NTE $1000; total contract amount is $1000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Sunset Graphics
Services: To provide installation and lettering of signage for OCC Sailing facility and vessels.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Tools-R-Us
Services: To provide service and repair to OCC Sailing's shop tools
Payment Schedule/Compensation: NTE $750; total contract amount is $750 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: United Refrigeration Inc.
Services: To provide refrigeration service and repair for OCC Sailing's vessels and Foundation donations.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: United Rentals – Northwest, Inc.
Services: To provide equipment rentals for OCC Sailing's facility, vessels and Foundation donations.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: W.A.R.E Disposal
Services: Trash pick-up twice weekly at the sailing center.
Payment Schedule/Compensation: NTE $2000; total contract amount is $2000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Sailing Center Funds

IC Name: Warner Boat Sales South
Services: Repair and maintenance of outboard engines
Payment Schedule/Compensation: NTE $2500; total contract amount is $2500 to be paid upon submittal of invoice as work is completed.
Term of Agreement: July 1, 2010-June 30, 2011
Source of Funding: To be paid from Foundation or Sailing Center Funds

Additional Administrative Content

Created on 05/28/2010 at 03:39 PM by Lynnanne Minton Last Updated on 06/01/2010 by Mary Seccocio

3.05.04 Authorization for Independent Contractors - District

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.04 Authorization for Independent Contractors - District

3.05.04.01 Approve Amended Standard Independent Contractor Agreement with Norman Traub

IC Name: Norman E. Traub
Services: Amendment to Independent Contract Agreement to increase dollar amount by $12,500 (original authorization $10,000),resulting in a total amount of $22,500. This increase is necessary due to the additional time involved in completing the investigation of a discrimination/harassment complaint.
Term of Agreement: December 17, 2009 – June 30, 2010
Source of Funding: District funds

3.05.04.02 Approve Amended Non-Standard Independent Contactor Agreement with Susan Woolley

After review by the District General Counsel and Secretary of the Board, it is recommended by the Board Clerk that the Board approve the amended Agreement with Susan Woolley. Section 1 of the Agreement has been slightly modified to state, "..investigate personnel matters as directed by the District." A copy of the amended Agreement is attached to each Trustee's Agenda (See Attachment #4).

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

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

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

Air Treatment Corp. Inc. dba Mustang Mechanical
957 Lawson Street
City of Industry CA 91748

Ordway Corp. dba Print and Finishing Solutions

1632 Sierra Madre Circle
Placentia CA 92870

Additional Administrative Content

wooley contract.pdf

Created on 05/28/2010 at 01:24 PM by CCCD Adsvc. Last update on 06/1/2010 by Mary Saccoccio

Agenda Item

3.05.05 Authorization for Professional Development Program

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

NONE

Additional Administrative Content

Created on 05/25/2010 at 08:39 PM by Kathleen Surgenor - Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.05.06 Authorization for Staff Development - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.06 Authorization for Staff Development - Golden West College

NONE

Additional Administrative Content

Created on 06/09/2010 at 10:12 AM by Christina Irvin Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.05.07 Authorization for Staff Development - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.07 Authorization for Staff Development - Orange Coast College

NONE

Additional Administrative Content

Created on 05/28/2010 at 03:42 PM by Lynnanne Minton Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.05.08 Authorization for Staff Development - District

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.08 Authorization for Staff Development - District

NONE

Additional Administrative Content

Created on 05/28/2010 at 2:38 PM by CCCD Admin. Last update on 06/10/2010 by Mary Saccopoulos.

Agenda Item

3.06 FINANCIAL APPROVALS

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 06/03/2010 at 02:52 PM by Mary Saccoccio - Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.06.01 Approval of Purchase Orders

Meeting: 06/16/2010 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 by 05/28/2010 at 02:01 PM by CCCD Purch. Last update on 06/11/2010 by Mary Saccocio

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0320074	Pacific Blue Micro IT equipment for GWC LRC Bldg (GOB) Board Date: 05/05/10	GWC-GB	6402	358,391.56
P0320025	Spinitar Audio Visual equipment for GWC LRC Bldg (GOB) Board Date: 05/05/10	GWC-GB	6402	234,492.17
P0320029	Oracle America Inc Oracle license and services agreement	DIS	5638	190,808.00
P0320084	Division of State Architect DSA plans check for CCC Newport Beach Learning Center (GOB)	CCC-GB	6204	141,800.00
P0320013	Pacific Blue Micro Technology infrastructure for ABC Building (GOB) Board Date: 05/05/10	OCC-GB	6412	138,738.90
P0320083	Dell Higher Education Dell Desktop computers for Disabled Students Program	CCC	6412	38,893.19
P0320112	Pacific Blue Micro Annual hardware/software maintenance renewal	DIS	5638	27,109.24
P0320113	Xerox Corp CCCD truck load of white copier paper	SB	4310	25,970.91
P0320102	T & D Communications Inc GWC LRC fiber optic cabling (GOB)	GWC-GB	6250	25,815.60
P0320044	Dell Higher Education Data storage system for Information Services	OCC	6402	24,248.47
P0320106	SVM LP Qty- 450 $50 ARCO gas cards	OCC	7601	22,530.00
P0320117	Dell Higher Education Dell Computer servers for District-wide capital projects	DIS	6402	20,823.38
P0320014	Plancorp GWC-LRC Bldg moving service (GOB)	GWC-GB	5899	19,750.00
P0320108	Engineerica Systems Inc Software server maintenance agreement	OCC	5699	18,637.77
P0320055	Klein Educational Systems Inc Solar Technology Training Panels	OCC	6401	18,191.45
P0320126	GTC Systems Software license and support for DIS	DIS	5699	18,080.52
P0320068	AdPlanet Open PO for promotional/marketing items	CCC	5851	17,000.00
P0320109	Avatier Corp Annual software support & maintenance renewal	OCC	5638	16,956.00
P0320035	Crown Worldwide Moving & Storage Kitchen Office & Lounge Furniture Relocation (GOB Fund)	OCC-GB	5899	14,017.49
P0319996	Oskorus, David	CCC	5112	13,400.00

	IC for services for Physical Geology online course. Board Date: 04/07/10.			
P0320110	Stanley Convergent Security Solutions Inc Alarm system equipment and installation for La Habra Tower facility.	DIS	6411	10,155.00
P0320032	Sasco Student Center Swing Space Data and phone cables (GOB)	OCC-GB	6120	10,154.00
P0320103	Konik & Co Open PO for promotional/marketing items	CCC	5851	10,000.00
P0320030	Knorr Systems Inc	OCC	5650	9,050.00
P0320093	Gardiner, Gregory	CCC	5112	9,000.00
P0320011	Sehi Computer Products Inc	GWC	4315	8,927.40
P0320081	GovConnection Inc	DIS	6412	8,873.65
P0320125	Altaware Inc	OCC	5638	8,752.88
P0320082	Pacific Blue Micro	GWC	6402	8,704.35
P0320098	B & H Electric	OCC	4315	7,830.00
P0320051	AltE Store	OCC	6411	7,632.29
P0320091	RR Donnelley	GWC	4321	6,685.09
P0320053	SunEarth Inc	OCC	6411	6,565.63
P0320054	Best Buy Stores LP	OCC	6411	6,510.91
P0320008	Gopher Sports	CCC	6411	6,022.28
P0320079	Guardian Power Protection Services Inc	OCC	5657	5,919.54
P0320058	Embassy Suites Hotel Anaheim-South	CCC	5899	5,500.00
P0320007	VQS Enterprises Inc	GWC	4321	5,051.56
P320007	Advanced Web Offset Inc	GWC	4321	5,051.56
P0320104	Ultimate Gifts	CCC	5851	5,000.00
P0320056	ESL.net	CCC	4312	4,748.75
P0320034	TGR Geotechnical Inc	OCC-GB	6127	4,653.00
P0320005	Clear-Com LLC	GWC	5899	4,500.00
P0320124	Arts Management System Ltd	GWC	5899	4,444.07
P0320085	Follett Higher Education Group Inc #1180	CCC	4312	4,196.00
P0320046	GovConnection Inc	DIS	6412	3,708.73
P0320048	Quinn Power Systems	DIS	5638	3,693.15
P0320077	Sehi Computer Products Inc	CCC	4312	3,625.30
P0320006	Preferred Property Maintenance	GWC	5899	3,554.00
P0319999	USS Cal Builders Inc	OCC-GB	6120	3,117.52
P0320080	GTC Systems	DIS	5638	2,782.00
P0319995	Elite Construction Equipment Rental	CCC-GB	5682	2,670.00
P0320012	GovConnection Inc	GWC	4315	2,512.13
P0320033	Main Electric Supply Co	OCC-GB	4312	2,500.00
P0320031	Day & Nite Door Service Inc	OCC	5650	2,495.00
P0320090	Office Depot	CCC	4312	2,370.72
P0320114	Time Dated Services	DIS	4310	2,330.00
P0320000	Evisions Inc	DIS	5638	2,163.00
P0320047	Facilities Protection Systems	DIS	5638	2,090.00
P0320052	Grainger	OCC	4312	1,914.42
P0320023	Ewing Irrigation Products Inc	GWC	4312	1,805.73
P0320119	Shinoda Design Center Inc	GWC	4312	1,784.00

P0320101	Digital Networks Group Inc	OCC-GB	4315	1,729.26
P0320039	Coastline Regional Occupational Program	DIS	5899	1,700.00
P0320061	SVM LP	GWC	7601	1,600.95
P0320105	Sarris Interiors	OCC	4312	1,509.06
P0320087	Computerland of Silicon Valley	OCC	5699	1,437.28
P0320092	Tangram	CCC	4312	1,425.71
P0320089	Office Depot	CCC	4312	1,419.01
P0320107	Xerox Corp	OCC	5638	1,414.44
P0320040	Partners Data Systems Inc	CCC	5638	1,363.00
P0320042	Apple Computer Inc	DIS	4312	1,346.72
P0320018	Coast Fitness Repair Shop	GWC	5657	1,214.51
P0320078	Linkyo Corp	GWC	4315	1,147.22
P0320120	San Diego Police Equip Co	GWC	4312	1,111.86
P0320036	ROI Networks Inc	DIS	4315	1,087.50
P0320088	Office Depot	OCC	4312	1,087.07
P0320122	CMJ Designs Inc	GWC	5699	1,084.23
P0320063	MCM	GWC	4315	1,082.06
P0320094	Foundation for CA Comm Colleges Umoja Comm	OCC	5320	1,000.00
P0320049	Unisource Worldwide Inc	OCC	4312	951.35
P0320071	Aircraft Spruce & Specialty Co	OCC	4312	923.00
P0320115	B & H Photo-Video	OCC	4312	843.46
P0320127	Sehi Computer Products Inc	GWC	4315	737.33
P0320026	South Coast Fire Protection Co	GWC	5650	706.44
P0319997	Apple Computer Inc	CCC	4315	704.70
P0320028	Discount School Supply	OCC	4314	699.65
P0320095	Tri-Anim Health Services	OCC	4312	687.26
P0320019	Amsterdam Printing & Litho	GWC	4312	680.14
P0320111	Dell Higher Education	OCC	4312	670.47
P0320064	Pacific Coast Entertainment	GWC	4312	669.44
P0320041	CDWG	DIS	4312	643.18
P0320059	Amer Warehouse	CCC	4312	637.81
P0320022	Image Printing Solutions	DIS	4321	591.60
P0320072	Dakota Backflow Co	DIS	5657	590.00
P0320121	OC Wholesale Flowers	GWC	4312	575.00
P0320062	Home Depot	GWC	4312	558.01
P0320086	GovConnection Inc	CCC	4312	530.65
P0320010	Dell Higher Education	OCC	4315	515.81
P0320057	New Readers Press	CCC	4312	514.57
P0320038	Samy's Camera	DIS	4312	510.01
P0320027	Marla's Mania Promotional	OCC	4312	502.83
P0320070	GWC Bookstore	GWC	4312	500.00
P0320075	Office Depot	GWC	4312	485.14
P0320045	Pacific Blue Micro	OCC	4315	464.40
P0320037	Irvine Pipe & Supply	OCC	4312	461.24
P0320069	Web Active Directory LLC	GWC	5638	416.00
P0320073	Office Depot	GWC	4312	410.20
P0320024	Electro Systems Electric Inc	OCC	5657	395.00
P0319998	Office Depot	OCC	4312	384.60
P0320002	Herff Jones - Cap & Gown Div	DIS	4312	356.33

P0320009	Office Depot	GWC	4315	325.96
P0320017	Lynda.com	CCC	5306	315.00
P0320016	MCM	GWC	4315	311.63
P0320118	Black & Decker Inc	GWC	4312	298.22
P0320116	Pitney Bowes	DIS	5682	284.38
P0320043	CDWG	OCC	4315	280.58
P0320076	Sehi Computer Products Inc	GWC	4315	264.45
P0320123	Computerland of Silicon Valley	OCC	5699	258.43
P0320099	Human Resource Marketing Services Inc	OCC	5899	250.00
P0320004	Kelly Paper	DIS	4312	200.11
P0320096	Walters Wholesale Electric Co	OCC	4312	177.73
P0320020	Home Depot	GWC	4312	150.00
P0320066	Pearson Education	CCC	4312	142.76
P0320015	LT Enterprises	GWC	4315	102.82
P0320097	NASFAA	OCC	5897	90.25
P0320065	Rhino Electric Supply	GWC	4312	87.12
P0320067	Pearson Education	CCC	4312	80.19
P0320100	Dakota Backflow Co	DIS	5655	55.00
P0320060	Purdue Univ	CCC	4312	46.65
P0320021	Oxford University Press	CCC	4312	43.54
P0320003	Follett Higher Education Group Inc #1094	OCC	4312	27.19
P0320001	Hitt Marking Devices Inc	DIS	4312	18.81
P0320050	Discount School Supply	OCC	4314	6.49
	Total			**$1,650,591.12**

Object Code Legend

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

Agenda Item

3.06.02 Ratification/Approval of Checks

Meeting: 06/16/2010 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 05/26/2010 at 03:17 PM by CCCD Budget. Last updated on 06/1/2010 by Mary Saccoccio

NUMBER	NAME OF VENDOR	AMOUNT
0143774	PacifiCare of California Medical Premiums	543,649.15
0143663	ACSIG Dental / Edge Dental Claims and Admin Fees	298,262.43
0143271	Medco Health Solutions Inc Medical Prescription Claims	262,853.98
0143889	Kaiser Foundation Health Plan Inc Medical Premiums	262,245.43
0143772	Medco Health Solutions Inc Medical Prescription Claims	261,486.49
0143389	Coast Community College Dist Medical Claims	194,024.41
0143666	Coast Community College Dist Medical Claims	178,133.89
0143270	Coast Community College Dist Medical Claims	165,975.92
0144088	Coast Community College Dist Medical Claims	160,043.41
0143667	Coast Community College Dist Medical Claims	133,045.88
0144089	Coast Community College Dist Medical Claims	105,230.01
0143273	Reliastar Life Insurance Co Life Insurance Premiums	82,957.56
0143670	Reliastar Life Insurance Co Life Insurance Premiums	82,957.56
0143274	Reliastar Life Insurance Co Reinsurance Premiums	76,090.50
0143669	Reliastar Life Insurance Co Reinsurance Premiums	75,591.00
0143673	Vision Service Plan Premiums for VSP Claims	51,131.48
0143218	People Admin Inc Software maintenance agreement for Applicant	45,600.00
0143925	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	42,830.87
0143272	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0143671	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0144070	WestEd SB70 evaluation grant	40,984.91
0143619	The Irvine Co/CBC III-V Lease payments for One-Stop Center, Irvine	36,886.12
0144042	Southern Calif Edison Co Electricity district wide	35,072.18
0143540	GTC Systems Anti-virus hardware, software and maintenance	29,707.02
0143529	Draeger Medical Inc ICU Neonatal Respiratory Ventilator System	25,814.24

0143158	ATI/Assessment Technology Institute	21,720.17
0143177	Dell Higher Education	20,167.06
0143854	Reliant Technology LLC	20,090.00
0144084	Hill Partnership Inc	19,950.00
0143170	Certified Transportation Services Inc	19,488.48
0143411	Harry & Grace Steele Chld Ctr	18,890.64
0143172	Community College League of Calif	18,080.00
0143939	Callahan & Blaine	17,518.26
0143268	Elmco Duddy	16,965.41
0143364	Unisource Worldwide Inc	16,679.58
0143294	CCCD Student Refunds	16,572.03
0143971	Harry & Grace Steele Chld Ctr	16,456.09
0143404	Constellation NewEnergy Inc	16,155.63
0143990	Making Connections	16,000.00
0143618	The Gas Company	15,830.07
0143515	City of Huntington Beach	15,796.10
0143247	SVM LP	15,025.00
0143174	Computerland of Silicon Valley	14,840.02
0143327	Michael Licari Productions	13,800.00
0143167	CCC Sac	13,596.00
0143660	B & P Services Inc	13,260.00
0143263	Xerox Corp	12,782.04
0143994	Mesa Consolidated Water Dist	12,276.80
0143628	VQS Enterprises Inc	12,131.06
0143239	Southern Calif Edison Co	11,613.40
0143168	CCCD Student Refunds	11,465.00
0143730	Professional Personnel Leasing Inc	11,358.77
0143947	Coast Community College District	11,286.50
0143604	Southern Calif Edison Co	11,278.36
0143800	En Pointe Technologies Inc	11,214.50
0143834	OCC Food Services	11,024.25
0143924	Atkinson, Andelson, Loya, Ruud & Romo	10,822.50
0144001	OC Auditor-Controller	10,191.00
0143488	CCC Contract Education	9,525.00
0143883	OCC Food Services	9,374.16
0143621	Thyssenkrupp Elevator	9,191.00
0143453	Xerox Corp	9,127.59
0144083	Cambridge West Partnership LLC	9,000.00
0143350	Southern Counties Oil Co	8,984.94
0143696	Digital Networks Group Inc	8,972.98
0143766	Cambridge West Partnership LLC	8,900.00
0143891	PacifiCare of California	8,697.11
0143769	CCCD Workers Comp Trust Fund	8,402.23
0143390	First Colony Life Insurance Co	8,197.12
0143178	Digital Networks Group Inc	8,110.22
0143966	Goodwill of OC	8,056.25
0143790	CCC ISD	8,000.00
0144071	Western Graphics Plus	7,650.00
0143602	SIGMAnet Inc	7,311.00
0143857	Scott Electric	7,176.00
0143326	Mesa Consolidated Water Dist	7,041.80
0143142	ACCT	7,027.00
0143864	The Gas Company	6,918.91

0143363	Union Bank of California	6,835.23
0143662	Taylor & Associates	6,758.10
0143806	Goodwill of OC	6,603.75
0143517	Coast Community College Dist	6,500.00
0143353	Study in the USA Inc	6,450.00
0144046	SVM LP	6,430.00
0143201	Jobelephant.com Inc	6,206.25
0143984	Knorr Systems Inc	6,111.40
0143890	Kaiser Foundation Health Plan Inc	5,977.17
0143702	Follett Higher Education Group Inc #1094	5,863.60
0143253	Total Recall Captioning Inc	5,812.50
0143606	Southern Counties Oil Co	5,631.02
0143937	Business Properties	5,392.27
0143855	ROI Networks Inc	5,328.00
0143869	Townsend Public Affairs Inc	5,240.00
0143525	Denise Cusano Instructional Design Inc	5,220.00
0143865	The Gas Company	5,202.80
0144069	Waxie Sanitary Supply	5,049.59
0143633	Xerox Corp	5,047.01
0144008	One Stop Aviation Inc	5,000.00
0144059	United States Postal Service	5,000.00
0144060	United States Postal Service	5,000.00
0144061	United States Postal Service	5,000.00
0144062	United States Postal Service	5,000.00
0144057	tw telecom holdings Inc	4,919.76
0143954	En Pointe Technologies Inc	4,698.37
0143463	Altaware Inc	4,675.40
0143568	LRH Consulting	4,608.00
0143200	Infinity Designs	4,534.88
0144085	Sasco	4,500.00
0144056	Tremco Inc	4,445.98
0143523	Declues, Burkett & Thompson, LLP	4,315.80
0143510	CCCD Student Refunds	4,304.46
0143665	Care Resources Inc	4,182.00
0144024	ROI Networks Inc	4,100.00
0143951	CR & R Inc	4,065.83
0143915	AT&T	3,982.92
0143530	Enterprise Training Solutions	3,950.00
0143346	Sehi Computer Products Inc	3,849.77
0143690	CR & R Inc	3,714.03
0143520	Computerland of Silicon Valley	3,700.00
0143888	McWil Sports Surfaces Inc	3,660.00
0143550	HealthPromotionsNow	3,631.40
0144092	Vision Service Plan	3,531.65
0143166	CCC ISD	3,500.00
0143820	LiNKS Sign Language & Interpreting Services	3,453.00
0143837	On-Site LaserMedic Corp	3,302.34
0143859	Southern Calif Edison Co	3,299.53
0143795	Coast Community College Dist	3,290.00
0143603	Smith Pipe & Supply Inc	3,234.86
0143880	Xerox Corp	3,231.18
0143427	Office Depot	3,230.36
0144087	CCCD Workers Comp Trust Fund	3,201.12

0143882	Harry & Grace Steele Chld Ctr	3,180.00
0143565	LiNKS Sign Language & Interpreting Services	3,118.00
0144006	Official Payments Corp	3,077.66
0143213	OC Wholesale Flowers	3,056.97
0143329	Neo Networking Inc	3,000.00
0143615	TechRoom Inc	3,000.00
0143241	Sparkletts	2,965.76
0143426	OCC Student Health Center	2,904.00
0143184	Gale Group Inc	2,891.74
0143750	Union Bank of California	2,856.98
0143243	State of CA-Military Dept	2,854.22
0143351	State of CA-Military Dept	2,841.93
0143289	James Brown	2,800.00
0144048	T & Y Construction	2,770.00
0143467	Jorge Ascencio	2,745.00
0143400	Certified Transportation Services Inc	2,710.51
0143745	Spicers Paper Inc	2,676.77
0143817	Rita Jones	2,646.55
0143332	OCC AS #1500-1050-58520	2,643.00
0143627	Verizon Wireless	2,588.36
0143410	GWC Bookstore	2,587.30
0143258	VWR International Inc	2,571.11
0143576	NCS Pearson Inc	2,536.82
0143815	Infinity Designs	2,501.25
0143372	Susan Wilcox	2,500.00
0143923	ATI/Assessment Technology Institute	2,500.00
0143401	Chem Pro Laboratory Inc	2,478.00
0143607	Sparkletts	2,469.46
0143164	Calif Tool Welding Supply	2,461.97
0143775	A - Z Wholesale Floral Supply Inc	2,453.68
0143872	Vault.com Inc	2,409.75
0143398	Camel Financial Inc	2,408.85
0143760	David Whyte	2,394.00
0143251	ThreeForks Inc	2,384.31
0143195	HB Union High School District	2,384.25
0143472	Awards & Trophies Co	2,382.81
0143242	Sparkletts	2,323.05
0143209	New Horizons CLC of So Cal	2,256.73
0143676	Andtech Corporation	2,252.19
0143220	Point & Click Solutions Inc	2,250.00
0143257	Vital Link Orange County	2,250.00
0143835	OCE'	2,230.48
0144005	Office Depot	2,207.02
0143877	Western Graphics Plus	2,202.29
0143783	AT&T	2,185.15
0143985	LiNKS Sign Language & Interpreting Services	2,170.00
0143801	Evisions Inc	2,163.00
0143396	Besam Entrance Solutions	2,153.64
0143595	Wendy Rakochy	2,079.00
0143527	DLT Solutions Inc	2,077.78
0143528	DLT Solutions Inc	2,077.78
0143349	SMH Colocation	2,064.00
0143447	Verizon California	2,021.99

0143878	David Whyte	2,018.00
0143549	HB Union High School District	2,009.75
0143169	Cerritos Franchise Inc	2,000.00
0143828	Amy Norris	1,950.00
0143722	Nextel Communications	1,946.93
0143405	Corix Utilities	1,921.20
0143286	Besam Entrance Solutions	1,914.79
0143336	Phoenix Group Info Systems	1,859.05
0143599	Saddleback Materials Co Inc	1,843.04
0143291	CAPP:Computerized Assess & Placement Program	1,800.00
0143626	Verizon Wireless	1,796.73
0144091	Unum Ltc	1,776.10
0143357	The Gas Company	1,775.94
0143204	Linden Lab	1,770.00
0143991	Marianna Inc	1,763.82
0143879	Susan Wilcox	1,750.00
0143212	OC Auditor-Controller	1,742.03
0143995	Mobile Modular Management Corp	1,738.91
0143269	CCCD Workers Comp Trust Fund	1,710.95
0143456	AACC	1,700.00
0143406	Daniels Tire Service	1,695.71
0143881	Xpedx Paper & Graphics	1,671.00
0143612	Systems Technology Associates Inc	1,650.00
0143987	Lynberg & Watkins	1,644.89
0143668	Esperanza Rafael	1,644.45
0143767	GovConnection Inc	1,641.22
0143724	Donavan Nielsen	1,624.27
0143794	Coast Community College Dist	1,623.00
0143680	Christopher Benoe	1,603.58
0143931	Christopher Benoe	1,603.58
0143446	UCMI Inc	1,600.00
0143561	William Knowles	1,587.34
0143685	Carroll Promotions Inc	1,566.97
0143894	Aberdeen Captioning Inc	1,556.00
0143160	Beacon Economics	1,550.00
0143768	Amer Fidelity Assurance	1,536.50
0143746	State Board of Equalization	1,527.00
0143233	Sehi Computer Products Inc	1,524.51
0143280	Angelus Pacific Co	1,516.00
0143370	Westin South Coast Plaza	1,500.00
0143414	Byron Howell	1,500.00
0143684	Callahan Automotive Information Systems	1,500.00
0143863	Tacos & Co	1,500.00
0143476	Benner Metals Corp	1,473.56
0144003	OCC Food Services	1,458.45
0143928	Battery Systems Inc	1,457.82
0144044	State of CA-Military Dept	1,427.11
0143418	Key Equipment Finance Inc	1,426.03
0143581	Office Depot	1,418.36
0143513	CFE	1,415.20
0144045	Stater Bros Markets	1,405.84
0143594	Quinn Power Systems	1,405.49
0144016	Priority Mailing Systems LLC	1,405.37

0143296	Brian Conley	1,400.00
0143330	OC Wholesale Flowers	1,389.82
0143600	SARS Software Products Inc	1,350.00
0143997	Michael Myers	1,350.00
0143147	Andtech Corporation	1,340.45
0143622	TIFCO Industries Inc	1,329.56
0143324	Jennifer Mc Donald	1,315.20
0143298	Shirley Donnelly	1,311.20
0143143	ACS Education Services Inc	1,286.55
0143449	Waxie Sanitary Supply	1,276.72
0143580	OC Wholesale Flowers	1,265.85
0143428	Pacific Parking Systems Inc	1,240.10
0143407	ED Screen Printing	1,236.15
0143356	Deborah Tetnowski	1,222.20
0143982	Johnstone Supply	1,220.28
0143323	Vesna Marcina	1,198.97
0143811	Jacqueline Hils-Williams	1,184.89
0143975	Home Depot	1,172.23
0144073	Xerox Corp	1,154.33
0143867	The Gas Company	1,150.93
0143938	Calif Tool Welding Supply	1,145.07
0143691	Crystal Crane	1,144.70
0144027	Saddleback Materials Co Inc	1,140.14
0143952	Declues, Burkett & Thompson, LLP	1,136.74
0143402	Chevron	1,131.97
0143791	CCCD Student Refunds	1,127.00
0143159	Baker & Taylor	1,125.98
0143934	Boys and Girls Club of Huntington Valley	1,125.00
0143823	Mariposa Women & Family Center	1,122.00
0143516	Clark Security Products	1,120.67
0143334	Olga Perez Stable Cox	1,100.00
0143798	Dept of Justice	1,100.00
0143216	Office Depot	1,098.91
0143543	GWC Food Services	1,089.99
0143962	Galls	1,087.48
0143235	Shutterstock Images LLC	1,079.00
0143148	Anixter	1,056.17
0143978	Harry Hughes	1,050.00
0143672	Vision Service Plan	1,048.38
0143466	Art Supply Warehouse	1,043.29
0143999	Newport-Mesa Unified Sch Dist	1,043.09
0143360	David Thompson	1,035.55
0143972	Hasler Financial Services	1,029.52
0143539	Grainger	1,025.19
0143489	CCC Contract Education	1,023.06
0143522	Crop Production Services Inc	1,016.60
0143191	Halo Branded Solutions	1,008.95
0143292	Warren Carter	1,000.00
0143616	The Bank of New York Mellon	1,000.00
0143176	Daily Pilot	999.99
0143913	AT&T	999.10
0143956	Excel Door & Gate Co Inc	997.00
0144014	Portacraft Inc	987.60

0143305	Fisher Scientific	984.51
0143344	San Diego State Univ Research Foundation	975.00
0143777	Air Delights	968.71
0143479	Business Office Solutions	949.82
0143825	MSC Industrial Supply Co	913.57
0143207	Mile Square Golf Course	902.51
0143725	OCE'	896.77
0143150	ARS Enterprises	895.79
0143165	CCC Bookstore	895.03
0143719	Marina Landscape Inc	895.00
0143659	Atlas Environmental Engineering Inc	892.00
0143331	OCC Ancillary 1000-24750-5120	877.00
0143193	Lawrence Hanna	875.00
0143946	Coaches Choice	870.00
0143743	Linda Sohl-Ellison	865.80
0143445	Troxell Communications Inc	865.65
0143609	Spicers Paper Inc	853.09
0143909	AT&T	841.87
0143234	Shinoda Design Center Inc	838.83
0143708	Amelie Hunter	820.00
0143770	Delta Health Systems	812.50
0143613	T-Mobile	802.03
0143297	DataPipe Inc	800.00
0143419	Mary Lamantia	800.00
0143709	Iron Mountain	795.07
0143683	Bob's Shade & Linoleum	773.14
0143900	Christina Amaral	767.00
0143432	Preferred Property Maintenance	762.40
0144065	Verizon California	758.42
0143585	Physician Sales & Service Inc	754.50
0143181	Federal Express Corp	750.87
0143450	Susan Wilcox	750.00
0143945	Certified Transportation Services Inc	749.12
0143217	Omnimusic	742.50
0143205	Master Recording Supply Inc	739.50
0143285	Automatic Boiler Co	733.00
0143306	Fuller Engineering Inc	730.58
0143145	Alco Target Co	729.58
0143574	MSC Industrial Supply	726.30
0143462	ALD Security Innovations	726.00
0144067	Verizon Wireless	720.77
0143431	Pool Supply of Orange Co Inc	720.75
0143689	Steve Cox	720.00
0143781	Eduardo Arismendi-Pardi	713.43
0143420	LiNKS Sign Language & Interpreting Services	713.00
0143751	Unisource Worldwide Inc	712.86
0143788	Calif Tool Welding Supply	708.00
0143717	Frederick Lockwood	702.00
0143571	Shana Menaker	700.00
0143797	Joan Cordova	700.00
0143819	Jennifer Koontz	700.00
0144015	Powertron Battery Co	696.65
0143773	Medco Health Solutions Inc	694.80

0143311	Carmella Hardy	691.74
0143556	JW Pepper & Son Inc	690.62
0143284	AT&T Mobility	688.68
0143365	Verizon Wireless	686.13
0143244	Storefront Door Repair	685.00
0143304	Federal Express Corp	673.90
0143361	TIFCO Industries Inc	668.68
0143967	Grainger	666.03
0143847	Jack Price	665.22
0143808	Vickie Hay	661.61
0143240	Southland Industries	652.08
0143227	Resources Unlimited	647.17
0143926	B & P Services Inc	645.49
0143901	AMC, Inc DBA Star Real Estate	645.00
0143675	AmericasPrinter.com	640.54
0143748	The Gas Company	637.80
0143826	Joy Myers	630.90
0143941	Laurie Campbell	627.00
0143182	Fisher Scientific	625.32
0143358	The Gas Company	617.08
0143369	Western Graphics Plus	606.53
0143185	Nancy Gardner	600.00
0143238	Social & Business Graces Inc	600.00
0143587	Prado Olympic Shooting Park	600.00
0143681	Bet Tzedek Legal Services	600.00
0143729	Prado Olympic Shooting Park	600.00
0143371	Manoj Wickremesinghe	596.34
0143149	Aqua-Clear Water Treatment Specialists Inc	595.00
0143246	Suplay.com	594.00
0143620	Thomson West	593.02
0144009	Orkin Inc	590.00
0144047	Swanson, Kathy	580.00
0143559	Key Equipment Finance Inc	578.55
0143728	Placentia-Yorba Linda USD	575.75
0143518	Coastal Carbonic	575.57
0143744	Southern Calif Edison Co	573.90
0143557	Tony Kawashima	565.50
0143278	Amer Time & Signal Co	560.95
0143231	SC Sign & Supply LLC	560.06
0143710	Iron Mountain Records Mgmt	559.62
0143308	Blade Gillissen	557.64
0143255	US Bank	547.85
0143480	C2 Reprographics	547.19
0143196	Home Depot	544.93
0143793	Coast Community College Dist	542.00
0143747	SunGard Higher Education Inc	540.00
0143318	Nancy Jones	534.22
0143853	Jennifer Rafferty	531.80
0143895	ACS Education Services Inc	527.90
0144000	NISOD	525.00
0143583	Pak West Paper and Packaging	511.45
0143340	Refrigeration Supplies Distrib	510.33
0143572	Minuteman Plumbing & Drains	502.50

0143533	Flinn Scientific Inc	500.85
0143596	Rancho Vista Landscaping Inc	500.00
0143610	Caroline Spoja	500.00
0143678	Patricia Arlington	500.00
0143950	Peter Cossavella	500.00
0143567	Joanna Lowe	495.00
0143714	Theresa Lavarini	494.60
0143827	Nextel Communications	494.48
0143842	Hue Pham	490.00
0143687	CDWG	486.51
0143569	Connie Marten	485.95
0143355	Technology Integration Group	482.60
0143932	Christopher Benoe	481.64
0143548	HB Magazine	480.00
0143712	Richard Kudlik	476.72
0143366	Verizon Wireless	476.23
0143250	The Gas Company	471.27
0143519	Comprehensive Control Systems Inc	467.90
0143485	Calif Tool Welding Supply	460.16
0143927	Barry Asher's Custom Embroidery	457.50
0143524	Dell Higher Education	457.34
0143981	Nicolette Jackson	456.00
0144021	Refrigeration Supplies Distrib	455.38
0143312	Hardy Diagnostics	451.26
0143511	CCPRO	450.00
0143785	Diane Balding	450.00
0143521	Costco Wholesale	448.34
0143632	Connie Wombold	445.07
0143726	Martha Parham	445.06
0143560	Knorr Systems Inc	443.66
0143813	Home Depot	441.74
0143279	Amtech Elevator Services	440.63
0143721	Mesa Consolidated Water Dist	440.40
0143551	Jacqueline Hils-Williams	437.81
0143536	Fuller Engineering Inc	437.39
0143761	Tracy Young	433.72
0143198	Horizon Optometric Group	432.00
0143535	FRS Environmental	429.00
0143314	Walter Howald	425.40
0143983	Anna Katsuki	424.00
0144029	Scantron Corp	422.40
0143214	OCC Food Services	422.19
0143399	CDWG	419.76
0143287	Best Buy Stores LP	418.00
0143893	Aardvark Clay Supply	406.18
0143192	Lawrence Hanna	405.00
0143229	ROI Networks Inc	405.00
0143343	Roxana Ross	400.00
0144063	Yvonne Valenzuela	395.80
0143300	Lorie Eber	391.24
0143310	Grainger	390.33
0144050	TechSmith Corp	387.43
0143845	PL Hawn Co Inc	386.28

0143554	Hub Auto Supply	384.60
0143846	Barbara Price	380.00
0143552	Home Depot	372.11
0143739	Ryan Sandowicz	371.99
0143532	Fisher Scientific	371.78
0143965	Stephen Gilbert	371.00
0143578	Newport-Mesa Unified Sch Dist	370.68
0143226	Reliant Technology LLC	370.00
0143425	OCC Petty Cash	369.12
0143836	OCLC Inc	368.59
0143171	Coast Community College District	361.70
0143545	Hardy Diagnostics	360.37
0143805	Fuller Engineering Inc	358.22
0143996	Hillary Mushkin	357.51
0143810	Herff Jones - Cap & Gown Div	356.33
0143758	Wards Natural Science	355.67
0144041	SoCal Office Technologies Inc	351.84
0143856	RP Group	350.00
0143682	Biopac Systems Inc	345.81
0143916	AT&T	343.82
0143959	Fisher Scientific	343.80
0143608	Spectrum Chemicals & Laboratory Products Inc	341.21
0143961	Fuller Engineering Inc	339.95
0143211	OC Auditor-Controller	332.50
0143629	VWR Int'l Inc	329.01
0143256	Verizon California	325.65
0143161	Bishop Company	322.98
0144066	Verizon California	322.88
0143787	Barbara Bond	321.92
0143367	Verizon Wireless	321.33
0144032	Sehi Computer Products Inc	319.57
0143664	Amer Fidelity Assurance	318.50
0143348	Smart & Final Stores LLC	317.60
0143986	Love at First Bite Co	315.01
0144086	Amer Fidelity Assurance	315.00
0143477	Bishop Company	308.08
0143575	Mutual Liquid Gas & Equipment	305.66
0143301	Jeanette Ellis	305.00
0143302	Enco Manufacturing Co	295.94
0143838	Otto Frei	295.50
0143173	Computerland of Silicon Valley	294.71
0144002	OC Wholesale Flowers	294.71
0143963	Galls Inc	293.46
0144055	Toshiba Business Solutions	290.56
0143980	Island Florals	290.37
0143896	Isaiah Aguirre	284.48
0144028	Safety 1st Pest Control Inc	283.50
0143236	Sigma-Aldrich Inc	283.17
0143875	VWR Int'l Inc	282.41
0143555	Johnstone Supply	282.14
0143579	OC Fire Protection	280.00
0143313	Home Depot	274.06
0143674	Aardvark Clay Supply	272.34

0143146	Amazon.com	271.80
0143979	Irvine Pipe & Supply	271.54
0143514	Cintas First Aid & Safety	271.29
0143802	Ewing Irrigation Products Inc	268.22
0144004	Ocean In Motion	267.75
0143547	Rumi Hashimoto	264.50
0144026	Rutan & Tucker, LLP	261.81
0143870	Tustin Unified School District	259.95
0143186	Gold Coast Awards Inc	255.21
0143598	Refrigeration Supplies Distrib	250.78
0143876	Westcliff Medical Laboratories Inc	250.00
0143948	Coastal Carbonic	246.88
0143821	Americo Lopez-Rodriguez	246.45
0143694	Dell Higher Education	245.49
0143988	Michelle Ma	244.28
0143245	Suburban Water Systems	244.02
0143636	Smart & Final Stores LLC	242.72
0143816	Iron Mountain	241.90
0143919	AT&T	240.49
0143422	Medical Processor Services	240.00
0144031	Security Signal Devices	235.79
0143478	BJ Bindery Inc	234.90
0143249	Karen Thayer	230.70
0143486	Caltime Metals	229.90
0143179	ECS Refining	227.70
0143824	Mesa Golf Carts	226.85
0143537	Go With Jo Travel	226.40
0143509	CCC Petty Cash	225.89
0143153	AT&T	225.47
0144075	Linda York	223.21
0143465	Apex Audio Inc	223.16
0143964	Ganahl Lumber Co	221.74
0143474	Battery Systems Inc	216.13
0143807	Graybar Electric	215.53
0143907	AT&T	210.92
0143368	Verizon Wireless	210.12
0144007	On-Site LaserMedic Corp	210.00
0143197	Hoover Printing & Lithography Inc	206.63
0143526	Direct Edge Inc	204.31
0143333	Office Depot	202.82
0143840	Kimberly Pascoe	200.00
0143183	FV Self Storage & RV Center	199.00
0143776	Accurate Termite & Pest Control	198.00
0143452	World-Wide Fire Inc	197.10
0143162	CACCRAO	195.00
0143749	The Shredders	195.00
0144090	Babette Kelly	192.80
0143630	Walters Wholesale Electric Co	191.86
0143707	Home Depot	190.24
0143832	OCC Ancillary #1000-24750-6580	190.07
0143202	Kelly Paper	189.77
0143588	Premier Office Services Co	188.51
0144010	Pacific Coast Entertainment	188.24

0143631	Jocelyn Wang	188.06
0143424	Montes, Abraham	186.44
0143221	Premier Office Services Co	182.99
0143703	FRS Environmental	182.25
0144068	VWR Int'l Inc	181.90
0143347	Smardan Supply Co- Orange Coast	181.17
0144054	Thorn-Smith Labs	181.05
0143957	Federal Express Corp	180.79
0143546	Karen Harelson	179.50
0143468	AT&T	178.35
0143977	Horizon	178.00
0143321	Maehara Nursery	174.00
0144043	Staples Advantage	171.83
0143831	OC Wholesale Flowers	170.46
0143391	Alexander, Alex	169.00
0143759	Kimberly Whitt	166.67
0143188	Graybar Electric	166.17
0143960	Fry's Electronics	165.19
0143830	OC Fire Protection	165.00
0143189	GWC Bookstore	163.07
0143281	Art Supply Warehouse	161.21
0143734	Diane Restelli	160.00
0144035	Siemens Water Technologies Corp	157.78
0143705	GWC Bookstore	156.60
0143444	Stater Brothers	155.18
0143903	Amer Red Cross	155.00
0144012	Paper Mart	154.43
0143487	Caston Office Solutions	154.10
0143862	Storage Place	150.00
0143930	Bee Busters Inc	150.00
0143222	Prince Enterprises Inc	148.73
0143637	Stater Brothers	148.70
0143542	GWC Bookstore	146.81
0143897	Airgas West Inc	145.74
0143704	Fry's Electronics	145.67
0143155	AT&T	144.90
0143912	AT&T	144.90
0143438	Sigma-Aldrich Inc	144.71
0143921	AT&T	142.85
0143210	Newport Exterminating	142.00
0143206	Micro Center	141.35
0143943	CCCD Revolving Cash Fund	140.00
0143448	Walters Wholesale Electric Co	139.31
0143789	Michael Carlucci	137.99
0143936	Builders Security Locks & Services Inc	137.68
0143757	Bridget Vu	136.40
0143898	Alan's Lawnmower & Garden Ctr Inc	135.97
0143320	Kelly Paper	135.07
0143573	Montgomery Hardware Co	134.28
0143157	AT&T	134.15
0143917	AT&T	134.11
0143905	Lydia Arbizo	133.83
0143141	3-D Fasteners Plus Inc	133.80

0143359	Theodore Robins Ford	133.16
0143290	Capitol Enquiry	131.28
0143989	Maehara Nursery	130.50
0143843	Phoenix Learning Group Inc	128.96
0143403	Comtel Pro Media	128.66
0143577	Newport Exterminating	127.50
0143733	Cynthia Reber-Bonhall	127.16
0143460	Airgas West Inc	126.52
0143799	Dish Network Chicago	126.43
0143377	Home Depot	125.82
0143892	4CSD	125.00
0143342	Rhino Electric Supply	124.59
0143792	CIT Technology Fin Serv Inc	123.98
0143742	Smart & Final Stores LLC	122.87
0143727	Jerry Patterson	121.80
0143317	Johnstone Supply	121.76
0144011	Pacific Typewriter & Communications Inc	121.58
0144051	Karen Thayer	121.54
0143953	Ditch Witch Southern Calif	121.02
0143144	Aircraft Spruce & Specialty Co	120.78
0143397	Calif Stage & Lighting	120.00
0143464	Amer Red Cross	120.00
0144058	Unifirst Corp	118.23
0144013	Pool Supply of Orange Co Inc	118.15
0143392	Alliance Payphone Inc	118.00
0143187	GovConnection Inc	117.34
0143677	Lydia Arbizo	115.34
0143929	Lisa Becker	114.00
0143998	Martin Naftel	114.00
0144053	The Shredders	114.00
0144072	Frank Woodard	114.00
0144023	Rhino Electric Supply	112.65
0143735	Linda Rhines	112.57
0143804	Fry's Electronics	112.54
0143920	AT&T	111.97
0143786	Melissa Berta	111.00
0143299	Rena Drake	110.94
0143904	Amer Red Cross	110.00
0143538	Golden State Signs & Banners	108.75
0143586	Pool Supply of Orange Co Inc	108.70
0143874	Verizon California	107.58
0143969	Great Western Sanitary Supply	107.27
0143634	Home Depot	106.00
0143706	Lorraine Henry	105.83
0143693	CTI-Valueline	104.77
0143723	Jimmy Nguyen	104.66
0143755	Yvonne Valenzuela	104.66
0143288	Marilyn Brock	104.00
0143354	Soronit Suos	102.48
0143261	Web Commerce Partners Inc	102.30
0143490	CCC Foundation BESAC	100.00
0143491	CCC Foundation BESAC	100.00
0143492	CCC Foundation BESAC	100.00

0143493	CCC Foundation BESAC	100.00
0143494	CCC Foundation BESAC	100.00
0143495	CCC Foundation BESAC	100.00
0143496	CCC Foundation BESAC	100.00
0143497	CCC Foundation BESAC	100.00
0143498	CCC Foundation BESAC	100.00
0143499	CCC Foundation BESAC	100.00
0143500	CCC Foundation BESAC	100.00
0143501	CCC Foundation BESAC	100.00
0143502	CCC Foundation BESAC	100.00
0143503	CCC Foundation BESAC	100.00
0143504	CCC Foundation BESAC	100.00
0143505	CCC Foundation BESAC	100.00
0143506	CCC Foundation BESAC	100.00
0143507	CCC Foundation BESAC	100.00
0143508	CCC Foundation BESAC	100.00
0143902	Amer Red Cross	100.00
0143388	C2 Reprographics	99.40
0143459	Accurate Termite & Pest Control	99.00
0143393	Allied Refrigeration Inc	98.86
0143848	Prince Enterprises Inc	98.50
0143625	Verizon California	98.38
0143635	Orkin Inc	98.00
0143264	Xerox Corp	97.74
0143423	Mesa Golf Carts	97.50
0143190	GWC Food Services	96.56
0143163	Calif Stage & Lighting	96.52
0144049	TALX Corp	95.80
0143512	Certified Forklift	95.00
0143699	Eversoft	94.50
0143700	Joseph Filson	93.00
0143413	Home Depot	92.86
0143248	Abraham Tarango	91.80
0143918	AT&T	91.52
0143156	AT&T	91.11
0143910	AT&T	91.11
0143992	Iliana Marin	90.83
0143260	Jocelyn Wang	90.15
0143481	Calif Community Colleges	90.00
0143482	Calif Community Colleges	90.00
0143483	Calif Community Colleges	90.00
0143484	Calif Community Colleges	90.00
0143597	Amy Rangel	89.25
0143713	Mymy Lam	89.00
0143829	OC Business Journal	89.00
0143309	Trudie Giordano	88.25
0143935	Zhenghong Broyles	88.00
0143942	Caston Office Solutions	86.46
0143779	Antimite Termite/Pest Control Inc	85.00
0143771	Estate of Douglas White (The)	82.74
0143720	Vincent Martinez	81.90
0144039	Smart & Final Stores LLC	81.76
0143973	Hastings Plastics	81.51

0143295	Randal Cole	81.34
0143293	Caston Office Solutions	81.02
0143752	USA Mobility Wireless Inc	78.26
0143697	Darrell Ebert	78.00
0143433	Prudential Overall Supply Co	76.79
0144018	Prudential Overall Supply Co	76.79
0143362	Lanie Tiongco	76.48
0143871	USA Mobility Wireless Inc	75.61
0143451	Working Wardrobes	75.00
0143475	Diane Benner	75.00
0143818	Rita Jones	75.00
0143976	Nga Thi Hong	74.64
0143387	Air Pro Supply Inc	74.62
0143394	Apex Audio Inc	74.39
0143275	AJ Graphics	74.00
0143695	Dialect Accent Specialists Inc	72.40
0143754	USA Mobility Wireless Inc	71.76
0143679	Walter Banoczi	70.54
0143194	Hardy Diagnostics	70.24
0143780	Cristina Arellano	70.20
0144074	Yale Chase Equipment & Services Inc	70.13
0143307	Ganahl Lumber Co	68.46
0143415	Hub Auto Supply	68.14
0143232	Security Signal Devices	68.00
0143303	Eversoft	67.07
0143223	Prudential Overall Supply Co	66.77
0143434	Prudential Overall Supply Co	66.77
0143732	Prudential Overall Supply Co	66.77
0144017	Prudential Overall Supply Co	66.77
0143970	GWC Food Services	66.55
0143611	Stater Brothers	65.45
0143437	Regal Awards	65.25
0143839	Par West Turf Services	65.14
0143582	Orkin Inc	65.00
0143698	Evergreen Environmental Services N/S	65.00
0143701	FishMax.Com LLC	65.00
0143809	HB Digital Arts & Blueprint Inc	64.71
0143470	AT&T	64.36
0143716	Frederick Lockwood	64.00
0143940	Elizabeth Caluag	63.15
0143254	Gary Treadwell	63.06
0144036	Melissa Simpson	62.60
0143661	GovConnection Inc	62.21
0143341	Carla Reisch	61.42
0143237	Smardan Supply Co- Orange Coast	60.80
0143316	Infinity Designs	60.76
0143686	CCC Contract Education	60.45
0143584	Diep Pham	60.00
0144025	Cheryl Rojas	60.00
0143822	Los Angeles Business Journal	59.95
0143715	Janelle Leighton	58.05
0143328	Montgomery Hardware Co	57.28
0143429	Hai Pham	56.00

0143778	Air Filter Depot	55.54
0143375	Michiye Yoshii	52.48
0143796	Community College Week	52.00
0144033	Shell Oil	51.59
0143325	Laurie Melby	51.50
0143968	Graybar Electric	50.59
0143558	Kelly Paper	50.53
0144030	Seal's Compressed Gases	50.50
0143803	Follett Higher Education Group Inc #1094	50.35
0143440	Smog & Gas of Costa Mesa	50.00
0143784	Mary Avalos	49.50
0143376	Tracy Young	49.10
0143208	Montgomery Hardware Co	49.08
0143151	AT&T	48.70
0143737	Loren Sachs	48.17
0143933	Bill's Camera	47.96
0143430	Pocket Nurse	47.57
0143469	AT&T	46.85
0143180	Ewing Irrigation Products Inc	46.26
0143436	Red-E-Rentals	46.22
0143688	Constellation NewEnergy Inc	46.18
0143993	Marinus Scientific	45.68
0143203	Lakeshore Learning Materials	45.01
0143457	AAWCC	45.00
0143458	AAWCC	45.00
0143563	Isabelle Krasney	45.00
0144093	Vision Service Plan	44.40
0143740	Sehi Computer Products Inc	44.20
0143443	Staples Advantage	42.07
0143564	Deborah Lewis	42.00
0143624	Yvonne Valenzuela	42.00
0143899	Allied Refrigeration Inc	40.78
0143534	Follett Higher Education Group Inc #1094	40.24
0143711	Johnstone Supply	40.23
0143949	Consolidated Electrical Distributors	40.09
0143944	CCCD Revolving Cash Fund	40.00
0144034	Shred-It	40.00
0143849	Lorraine Prinsky	39.80
0143623	Turf Tire Distributors	39.15
0143553	Horizon	39.10
0143544	Harbor Freight Tools	39.02
0143718	Frederick Lockwood	38.55
0143277	Alan's Lawnmower & Garden Ctr Inc	37.84
0143315	ICS Service Co Inc	37.00
0143282	AT&T	36.68
0143283	AT&T	36.68
0143814	Industrial Metal Supply	36.56
0143322	Maria Mai	35.61
0144064	Verizon California	35.56
0143756	Verizon California	35.43
0143531	Federal Express Corp	34.14
0143738	Tracey Sanders	31.59
0143914	AT&T	31.12

0143230	Colleen Rymas	31.00
0143858	Seal's Compressed Gases	31.00
0143753	USA Mobility Wireless Inc	30.31
0144052	The Gas Company	29.49
0143906	Art Supply Warehouse	29.19
0143439	Smardan Supply Co- Orange Coast	29.14
0143435	Prudential Overall Supply Co	29.07
0143441	SoCal Office Technologies Inc	29.04
0143252	Time Warner Cable	28.91
0143454	Yale Chase Materials Handling Inc	28.53
0143601	Seal's Compressed Gases	28.50
0143199	Industrial Metal Supply	28.28
0143692	Crown Ace Hardware	28.10
0143592	Prudential Overall Supply Co	27.97
0143860	Sparkletts	27.54
0144022	Anita Renninger	27.51
0143974	Minnie Higgins	27.40
0143345	Ny Sayasy	26.76
0143605	Southern Counties Lubricants LLC	26.75
0143844	Physician Sales & Service Inc	26.61
0143958	Finney Co	26.48
0143922	AT&T	26.11
0144040	Smith Pipe & Supply Inc	26.00
0143812	Hitt Marking Devices Inc	25.76
0143873	Verizon California	25.06
0144020	Nicole Ramirez	24.18
0143614	TALX Corp	23.40
0143908	AT&T	23.02
0143352	Kathy Strube	23.00
0143741	Smardan Supply Co- Orange Coast	22.59
0143276	Alamitos Auto Parts Inc - Napa	21.50
0143861	Sparkletts	21.18
0143562	Konica Minolta Business Solutions Inc	21.10
0143593	Public Economics Inc	20.51
0143228	Rhino Electric Supply	20.43
0143736	Rhino Electric Supply	20.21
0143395	Baker & Taylor	20.03
0143833	OCC AS #1500-1050-58520	20.00
0143338	Prudential Overall Supply Co	19.11
0143590	Prudential Overall Supply Co	19.11
0143850	Prudential Overall Supply Co	19.11
0143225	Prudential Overall Supply Co	19.10
0143337	Prudential Overall Supply Co	18.62
0143589	Prudential Overall Supply Co	18.62
0143851	Prudential Overall Supply Co	18.62
0143473	Baker & Taylor	18.35
0143841	Richard Patterson	16.75
0143339	Prudential Overall Supply Co	16.28
0143591	Prudential Overall Supply Co	16.28
0143852	Prudential Overall Supply Co	16.28
0144019	Prudential Overall Supply Co	16.28
0143866	The Gas Company	15.90
0143617	The Gas Company	14.89

0143461	Alamitos Auto Parts Inc - Napa	14.67
0143868	Today Delivery Inc	14.25
0143417	Kelly Paper	13.88
0143782	AT&T	13.45
0143373	Lois Wilkerson	12.00
0143408	Elizabeth Ennis	12.00
0143409	Guy Glassford	12.00
0143412	Glenn Harwood	12.00
0143416	Donald Isbell	12.00
0143421	Michelle Mccliman	12.00
0143442	Springdale Ace Hardware	11.93
0143911	AT&T	11.58
0143154	AT&T	11.45
0143471	AT&T	11.24
0143175	Crown Ace Hardware	10.86
0143224	Prudential Overall Supply Co	10.51
0143731	Prudential Overall Supply Co	10.51
0143259	Sultan Wakid	10.00
0143262	Graham Wickliffe	10.00
0143541	Alexa Guzman	10.00
0143566	Allison Lovat	10.00
0143570	Brian McSweeny	10.00
0143152	AT&T	9.91
0144037	Sims-Orange Welding Supply Inc	9.46
0143319	Thomas Juno	9.35
0143219	Pocket Nurse	7.95
0143955	Jeffrey Evans	6.34
0144038	Smardan Supply Co-Orange Coast	6.33
0143335	Pharmedix	4.54
0143215	OCE'	1.06
	Total	**$ 4,646,677.47**

Agenda Item

3.06.03 Check List for General Obligation Bond Fund

Meeting: 06/16/2010 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 05/28/2010 at 03:20 PM by CCCD Budget. Last update on 06/11/2010 by Mary Sacococo.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0143384	Richard & Richard Construction Co Inc OCC Bldg CHS and Lab Sciences	179,053.00	420207
0143639	Best Contracting Services Inc OCC Bldg CHS and Lab Sciences	157,244.00	420207
0144081	T & Y Construction GWC Learning Resource Ctr Ph1	125,540.28	420356
0144076	CW Driver OCC Bldg CHS and Lab Sciences	105,683.40	420207
0143653	LPA Inc CCC Land Development	100,459.34	420894
0143887	URS Corp Americas GWC Learning Resource Ctr Ph1	96,047.35	420356
0143265	LPA Inc CCC Land Development	87,377.77	420894
0143652	CW Driver OCC Student Center	63,048.00	420249
0143656	So Cal Fire Protection Inc GWC Learning Resource Ctr Ph1	48,951.00	420356
0143765	UCMI Inc OCC Bldg CHS and Lab Sciences	29,920.00	420207
0143385	TYR Inc	24,532.00	420356
0143386	TYR Inc	24,096.00	420356
0144079	Main Electric Supply Co	18,795.26	420249
0143640	Best Contracting Services Inc	17,472.00	420207
0143885	GMU Geotechnical Inc	16,854.07	420894
0143267	West Coast Switchgear Inc	15,225.00	420249
0143886	MTGL Inc	9,955.75	420356
0144082	Workplace Resource	6,747.35	420248
0143657	So Cal Soil & Testing Inc	4,449.00	420207
0143383	C2 Reprographics	3,838.08	420249
0143266	State of Calif-Dept of Conservation	3,600.00	420894
0143641	C2 Reprographics	3,079.68	420249
0143648	C2 Reprographics	2,734.79	420249
0144080	Psomas	1,402.05	420207
0143646	C2 Reprographics	1,351.65	420207
0143638	Alexander's Mobility Services	1,280.00	420316
0143378	C2 Reprographics	1,271.55	420207
0143884	Global Geo-Engineering Inc	1,200.00	420356
0144077	Division of State Architect	1,160.01	420356
0143381	C2 Reprographics	882.90	420233
0143658	Southern Calif Edison Co	800.00	420894
0143654	ModSpace	761.26	420399
0143650	C2 Reprographics	502.97	420249
0143655	MTGL Inc	424.20	420233
0143651	C2 Reprographics	368.12	420241
0143643	C2 Reprographics	311.90	420249
0144078	Haulaway Storage Containers Inc	300.00	420249
0143642	C2 Reprographics	270.45	420249
0143645	C2 Reprographics	71.45	420207
0143649	C2 Reprographics	50.74	420249

0143647	C2 Reprographics	41.94	420249
0143380	C2 Reprographics	37.30	420207
0143644	C2 Reprographics	36.87	420207
0143382	C2 Reprographics	35.51	420249
0143762	C2 Reprographics	27.84	420249
0143379	C2 Reprographics	18.27	420207
0143764	State Board of Equalization	6.00	420233
	Total	**$ 1,233,927.28**	

Agenda Item

3.06.04 Authorization for Special Payments - Coastline Community College

Meeting: 06/16/2010 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 05/25/2010 at 03:40 PM by Laurie Swancutt Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.06.05 Authorization for Special Payments - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.05 Authorization for Special Payments - Golden West College

NONE

Additional Administrative Content

Created on 06/08/2010 at 10:07 AM by Christina Ivy In Last Update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.06.06 Authorization for Special Payments - Orange Coast College

Meeting: 06/16/2010 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

Payment of $1,400 payable to the Committee on Accreditation for Electro Neurodiagnostic Technologists Education for 2010-2011 annual fees. This is required under program accreditation requirements for the Neurodiagnostic Technology Program.

Payment of $450 payable to the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for 2010-2011 annual fees. This is required to meet program accreditation requirements.

Additional Administrative Content

Created on 05/28/2010 at 03:55 PM by Lynnanne Minton - Last Update on 06/10/2010 by Mary Saccoccio

Agenda Item

3.06.07 Authorization for Special Payments - District

Meeting: 06/16/2010 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.07 Authorization for Special Payments - District

NONE

Additional Administrative Content

Created on 05/28/2010 at 04:43 PM by CCCD Adsvc - Last update on 06/10/2010 by Mary Sacccccio

Agenda Item

4.00 Action Items

Meeting: 06/16/2010 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 05/25/2010 at 09:47 PM by Laura Swancutt Last updated on 06/02/2010 by MaryLee Soosab

Agenda Item

4.01 Approval of Agreements - Coastline Community College

Meeting: 06/16/2010 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 Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit.

1. Background: This modular office will provide administrative space to coordinate Special Education classes in developmental disabilities and the acquired brain injury programs.

2. Goal/Purpose: Continue providing additional administrative space.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement with Mobile Modular Management Corporation and the Coast Community College District for the lease of one 48x60 HCD (NonStd) Commercial Coach Modular Unit, to be located at the Costa Mesa Center (Special Programs), 2990 Mesa Verde Drive East, Costa Mesa, CA. Terms of lease agreement will be for a period of one year beginning July 1, 2010 and ending June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Mobile Modular Attachment # 5)

5. Fiscal Impact: Monthly rent is $1,599

4.01.02 Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, On the Job Training, American Recovery and Reinvestment Act Adults, American Recovery and Reinvestment Act Dislocated Workers, Disability Program Navigator and Senior Community Service Employment Program.

2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

3. Comments (if any): None

4. Recommendation Statement: 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 County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to

be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - North Attachment # 6)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College $1,989,310 for operation of these programs.

4.01.03 Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South.

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, On the Job Training, American Recovery and Reinvestment Act Adults, American Recovery and Reinvestment Act Dislocated Workers, and Senior Community Service Employment Program.

2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

3. Comments (if any): None

4. Recommendation Statement: 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 County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - South Attachment # 7)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College $1,956,910 for operation of these programs.

4.01.04 Approve Agreement between The Hilton Family – Embassy Suites Hotel Anaheim South and the Coast Community College District for Catering and Forum Event on June 18, 2010.

1. Background: This project is contractually required to provide cluster forums for Orange County small businesses to express their needs related to workforce development, financing, government regulations, business conditions, and the economy. We will also provide solutions through special speakers with expertise in these areas.

2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the Rapid Response Special Projects to provide businesses with tools for Information Technology and Green Technology.

3. Comments (if any): None

4. Recommendation Statement: 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 Hilton Family – Embassy Suites Hotel Anaheim South and the Coast Community College District to hold a forum and provide facilities and catering services. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See

Hilton– Embassy Suites South Attachment # 8)

5. Fiscal Review and Impact: NTE $5,500

4.01.05 Approve an Amendment to an Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language Assessment and Training Services.

1. Background: In August 2009, the Coast Community College District entered into an Agreement with Kingston Technology Company, Inc. to provide English as a Second Language (ESL) Assessment and Training Services to Kingston employees. The primary goal of the program is to teach participants basic English language skills (listening, comprehension, and communication) and improve their language proficiency in the workplace. The 12-week training program consists of a total of 48 hours of instruction and includes pre- and post-assessment services. To date, 109 Kingston employees have participated in the training. The Amendment extends the term of the Agreement for an additional two years through June 30, 2012.

2. Goal/Purpose: Extends the term of the Agreement for an additional two years through June 30, 2012.

3. Comments (if any): None

4. Recommendation Statement: 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 Kingston Technology Company, Inc. and the Coast Community College District to provide English as a Second Language (ESL) assessment and training services to Kingston employees. The Amendment extends the term of the Agreement through June 30, 2012. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 8/19/09. See Kingston Attachment # 9)

5. Fiscal Review and Impact: None

4.01.06 Approve Agreement between Commander, Navy Region Southwest and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT) , Internet-based DSST,® and Excelsior College® Examinations (ECE CBT) Testing Programs.

1. Background: To better serve its military population, Coastline currently operates National Test Centers on the following military bases: Dyess Air Force Base, Fallon Naval Air Station, Holloman Air Force Base, Naval Construction Battalion Center Gulfport, Pensacola Naval Air Station and Point Loma Naval Base. The testing centers offer electronically-based College-Level Examination Program (CLEP®) exams, the Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for college credit, and Excelsior College® Examinations testing programs. Military members may receive college credit for knowledge they already have through on-the-job-training, independent study, prior course work, professional military education, cultural pursuits or internships. Prior to the establishment of these e-testing centers, tests were paper-based and results could take weeks to return through the mail. Students who take the electronically-based tests will receive their scores immediately. The college receives a standard test administration fee of $10-20 per test administered. The addition of the delivery of

these testing services at Coastline's Career Center, located at the Westminster-One-Stop, is an opportunity for Coastline to expand its military services to base personnel from Naval Weapons Station Seal Beach and other local installations.

2. Goal/Purpose:
Provide a service to the military community at Naval Weapons Station Seal Beach and other local installations. Generate revenue for the college. Increase enrollment in Coastline's military programs.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and acceptance of this non-standard agreement as a template by District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Commander, Navy Region Southwest and the Coast Community College District to operate a "restricted" national test center and provide CLEP® eCBT, internet-based DSST®, and ECE CBT testing programs to base personnel from Naval Weapons Station Seal Beach and other local installations. The term of the Agreement will extend from the date signed by both parties and will expire after 5 years. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Naval Weapons Station Seal Beach Agreement # 10)

5. Fiscal Review and Impact: Expenses not to exceed $5,000; a standard test administration fee of $10-20 per test shall be paid for each test administered.

4.01.07 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy Region Southwest and the Coast Community College District.

1. Background: To better serve its military population, Coastline operates several National Test Centers on or near military installations. These testing centers offer several computer- and internet-based testing programs to military and civilian personnel on base including the electronically-based College-Level Examination Program (CLEP® eCBT). Educational Testing Service (ETS) has developed technology-based versions of certain ETS-owned and ETS client-owned tests which are designed to be administered to test takers on or through the use of computers, and is an authorized vendor of the College Entrance Examination Board. The Agreement between ETS and the District authorizes Coastline's Career Center, located at the Westminster One-Stop, to operate as a test administration site and outlines the guidelines and responsibilities of ETS and Coastline in administering these examinations to base personnel from Naval Weapons Station Seal Beach and other local installations.

2. Goal/Purpose: Authorizes Coastline to administer ETS-owned and ETS client-owned tests. Provides guidelines and responsibilities for administration of tests. Generates revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and acceptance of this non-standard Agreement as a template by District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Educational Testing Service and the Coast Community College District authorizing Coastline to administer CLEP® eCBT examinations to base personnel from Naval Weapons Station Seal Beach and other local installations. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Educational Testing Service Attachment # 11)

5. Fiscal Review and Impact: Income to District - $20 per test administered.

4.01.08 Approve an Amendment to an Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOUs between Military Installations and the Coast Community College District to Operate as National Test Centers.

1. Background: To better serve its military population, Coastline operates several National Test Centers on or near military installations. These testing centers offer several computer- and internet-based testing programs to military and civilian personnel on base including the Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for college credit. Prometric holds all ownership and propriety rights for the DSST® testing program. In April 2009 the District entered into a global Letter of Agreement (LOA) with Prometric authorizing Coastline's National Test Centers to operate as test administration sites and outlined the guidelines and responsibilities of Prometric and Coastline in administering these examinations. The amendment adds Coastline's Career Center, located at the Westminster One-Stop, as an affiliated Test Center covered under the LOA.

2. Goal/Purpose: Adds Coastline's Career Center as an Affiliated Test Center covered under the LOA.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and acceptance of this non-standard Agreement as a template by District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between Prometric and the Coast Community College District authorizing Coastline to administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) examinations to military and civilian personnel at Coastline's National Test Centers. The Amendment adds Coastline's Career Center, located at Westminster One-Stop, as an Affiliated Test Center site under the Letter of Agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement (Prior Board Approval: 4/7/10. See Prometric Attachment # 12)

5. Fiscal Review and Impact: None

4.01.09 Approve Agreement between The College Board and the Coast Community College District Outlining Payment Terms for the Administration of College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy Region Southwest and the Coast Community College District.

1. Background: To better serve its military population, Coastline operates several National Test Centers on or near military installations. These testing centers offer several computer- and internet-based testing programs to military and civilian personnel on base including the electronically-based College-Level Examination Program (CLEP® eCBT). The college receives a standard test administration fee of $20 per test administered. The Agreement between The College Board and District outlines guidelines and payment procedures for the administration of CLEP examinations.

2. Goal/Purpose: Outlines guidelines and payment terms for administration of CLEP examinations. Generates revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and acceptance of this non-standard Agreement as a template by District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The College Board and the Coast Community College District outlining guidelines and payment terms for the administration of CLEP® eCBT examinations to base personnel from Naval Weapons Station Seal Beach and other local installations. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See The College Board Attachment # 13)

5. Fiscal Review and Impact: Income to District: $20 per CLEP test administered.

4.01.10 Approve Agreement between the Regents of the University of California (UCI) and the Coast Community College District (Coastline) to provide Consultation on the Development of Four Curricula on Communication Skills for Direct Care Workers.

1. Background: Coastline proposes to provide guidance and consultation to UCI in a number of areas related to the development of four curricula on communication skills for direct care workers, i.e. Certified Nursing Assistants and Home Health Aides. Coastline brings decades of expertise and experience in the creation of innovative curricula for paraprofessionals as well as being leaders in applying technology to meet educational goals. Coastline's network of partnerships with other community colleges and educational organizations will help to maximize the dissemination of the curriculum when complete.

2. Goal/Purpose: Coastline will consult with UCI staff on the formation and facilitation of three focus groups; on how best to create and integrate videotaped interviews into the training curriculum; on the creation of four learning modules as well as a repository for the curriculum; and provide guidance on how to disseminate the curriculum.

3. Comments (if any): None

4. Recommendation Statement: 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 Regents of the University of California and the Coast Community College District for Coastline to provide consultation and guidance related to the development of curricula for UCI. The Agreement outlines the end products to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See UCI – CCC Attachment # 14)

5. Fiscal Review and Impact: Revenue to Coastline for services performed, according to attached schedule, up to but not to exceed $16,039.

4.01.11 Approve Agreement between The Westin South Coast Plaza and the Coast Community College District.

1. Background: Kaleidoscope is a leadership institute designed to celebrate and enhance the achievements of women of color in higher education. At the institute, women of color who are currently succeeding in roles as presidents and CEOs share their professional and personal experiences relating to leadership and achievement. This institute also prepares other participants for similar leadership positions by exploring issues in higher education and analyzing barriers that prevent different cultural groups from

connecting. Kaleidoscope provides guidance on setting and achieving personal and professional goals.

2. Goal/Purpose: Leadership Institute for women of color in higher education.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Westin South Coast Plaza and the Coast Community College District. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Westin Kaleidoscope Attachment # 15)

5. Fiscal Review and Impact: Expenses NTE: $30,000 to be paid from participant registration fees.

4.01.12 Approve an Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services

1. Background: In May 2009, the Coast Community College District entered into an agreement with U.S. College Compass, LLC to assess and prepare students selected for admission to Guangzhou Xiang Jiang High School in China for future admission to a United States College or University. U.S. College Compass is the authorized representative of Guangzhou Xiang Jiang High School and is authorized to enter into this Agreement as validated by the signed authorization letter (Exhibit B). The Coastline Community College Education Bound United States (CCC-EBUS) Program was inspired by the success of Coastline's Early College High School Program and Coastline's recognized experience in developing and offering innovative educational products and programs worldwide. CCC-EBUS is a one-of-a-kind program offering intensive classroom and individualized computer-assisted ESL instruction and college level courses to high school students in China to prepare them for transfer to U.S. colleges and universities. This Agreement outlines services Coastline will provide Xiang Jiang High School for the 2010-2011 academic year.

2. Goal/Purpose:
Continue our collaboration with Xiang Jiang High School
Outlines guidelines and payment terms for delivery of services
Generates revenue for the college

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See U.S. College Compass Attachment # 16)

5. Fiscal Review and Impact: Gross Income of $279,080.84

Mobile Modular.pdf

Hilton Embassy Suites South.pdf

Kingston 2010.pdf

Naval Weapons Station Seal Beach.pdf

Educational Testing Service.pdf

Prometric.pdf

The College Board.pdf

UCI - CCC.pdf

WIA Agreement - North.pdf

WIA Agreement - South.pdf

Westin Kaleidoscope.pdf

U S College Compass.pdf

Additional Administrative Content

Created on 05/25/2010 by Linda Pilloy-Lamb, Swanson Consulting. Last updated on 06/10/2010 by Mary Saboorian.

Agenda Item

4.02 Approval of Agreements - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.02 Approval of Agreements - Golden West College

4.02.01 Approve Amendment to Non-Standard Agreement between Orange County Community Resources and the Coast Community College District for Service Training of Automotive Technicians

1. Background Information: The Federal Government's Stimulus Package has enabled the Orange Workforce Investment Board to contract with various educational institutions in the region to provide in-demand training for unemployed residents meeting specific government qualifications.

2. Goal/Purpose: Coast Community College District, through Golden West College, is extending its existing contract with the OC Workforce Investment Board to train an additional 24 students as Automotive Service Technicians during the 2010-2011 academic year.

3. Comments (if any):

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the amendment to the agreement between OC Community Resources and the Coast Community College District for the for Automotive Service Technician training at Golden West College, from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the amendment and any related documents, indicating approval by the Board of Trustees. (See OC Community Resources Amendment, Attachment # 17)

5. Fiscal Impact: $55,025 to be received by the Automotive Program at Golden West College from WIA ARRA High Demand Training Grant.

4.02.02 Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District to Conduct Online Career Certificate Programs

1. Background Information: Career Step's mission is to develop, maintain, and expand Student Services and Graduate Support so that every single participant who enrolls in the Career Step training program can achieve their educational goals and find success from enrollment through transition to employment. A survey conducted in March 2008 of more than 1500 Career Step graduates shows that more than 85% are currently employed.

2. Goal/Purpose: To offer online career programs that will lead to employment opportunities for participants.

3. Comments (if any):

4. Recommendation Statement: After review by the College President and District General Counsel, it is

recommended by the Chancellor that the Board approve the agreement between Career Step, LLC and the Coast Community College District to conduct Online Career Certificate Programs, from June 17, 2010 through June 16, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Career Step Agreement, Attachment #18)

5. Fiscal Impact: GWC Community Services to remit to Career Step the program fees set forth in each applicable Annex for each participant enrolled. Fees to be paid from Community Services funds.

OC Community Resources Amendment.pdf

Career Step Agreement.pdf

Additional Administrative Content

Creation 05/25/2010 at 03:39 PM by Christina Ivie Last update on 06/10/2010 by Mary Saccoccio

Agenda Item

4.03 Approval of Agreements - Orange Coast College

Meeting: 06/16/2010 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 Non Standard Agreement between the Bridging Research, Information, and Cultures Initiative (BRIC) Research and Planning Group for California Community Colleges and Coast Community College District

Background: Orange Coast College has been chosen as one of fifteen California community colleges to receive technical assistance during the 2010-11 academic year from the Bridging Information, Research, and Cultures (BRIC) initiative's Technical Assistance Program. The selection process was highly competitive; nearly fifty community colleges applied to participate in the program. Over the next year a teams of four experienced researchers, faculty, and Student Services professionals will work with Orange Coast College to identify strategies and venues for integrating data into practice, increasing collaboration between faculty, staff, researchers, and administrators in putting these findings to work. There is no cost to the college or district. It is fully funded through the William and Flora Hewlett Foundation.

Goal/Purpose: The BRIC initiative will provide support to strengthen community colleges' capacities to collaboratively analyze and act on information, most notably by providing tailored coaching at twelve to fifteen colleges. This college will strengthen the ability to gather and analyze information about what works and what doesn't, and to use this analysis as the basis for planning at the classroom, program, and institution level.

Comments: None

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a non standard agreement between the Orange Coast College BRIC Coordinating Team (OBCT) and the Bridging Research, Information and Cultures Initiative (BRIC). OBCT will receive technical assistance in research, planning and assessment during the 2010-2011 academic year from BRIC's Technical Assistance Program (TAP). The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 19).

Fiscal Impact: None

4.03.02 Approve a Student Field Placement Agreement between California State University Long Beach and the Coast Community College District

Background: This is a renewal of an agreement that has been in place since 2004.

Goal/Purpose: The goal/purpose of this agreement is to provide certified practicum experience for

kinesiology students from California State University Long Beach and for those students to assist in athletic training duties at Orange Coast College.

Comment: None

Recommendation Statement: It is recommended that this agreement be approved as it has been a valuable benefit to the students of both Orange Coast College and California State University Long Beach. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 20)

Fiscal Impact: None

Bric Tap MOU.pdf

CalState Long Beach Student Placement_PE.pdf

Additional Administrative Content

Agenda Item

4.04 Approval of Agreements - District

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.04 Approval of Agreements - District

4.04.01 Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.

1. Background
School Services of California, Inc. has been a major resource in providing services to aid the District in carrying out its fiscal and policy responsibilities regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues.

2. Goal/Purpose
a. Provide copies of the *Community College Update* and one copy of the California community college's annual budget, including capital outlay provisions.
b. Receive review and analysis of all major legislative bills having an impact on community colleges.
c. Gain first-hand review and materials from meetings held by the State Chancellor's Office.
d. Receive counsel relating to education mandated programs.

3. Comments
No increase of fee from previous years.

4. Recommendation Statement
After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given by the Board to renew a professional consultant agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign this Agreement. (Attachment #21).

5. Fiscal Review and Impact
$4,200 annually, plus "expenses" payable at $350 per month upon billing from Consultant.

4.04.02 Approve Agreement with NCB, FSB

After review by the District General Counsel, it is recommended by the Board President that the Board approve the Agreement with NCB, FSB. The District is agreeing that, irrespective of the provisions of Section 14 of the District's Intercreditor Agreement with NCB, FSB to the contrary, the provisions of the Intercreditor Agreement shall be applied on the basis of the loan terms contained in the loan documents between NCB, FSB as lender and KOCE-TV Foundation as borrower. This Agreement has no fiscal impact to the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment # 25)

School Services of California Agreement.pdf

Agreement - Coast, NCB, FSB.pdf

Additional Administrative Content

Created 05/28/2010 at 01:58 PM by CCCD Last updated on 06/16/2010 by Mary Sprague

4.05 Buildings and Grounds Approvals

4.05.01 Bid Tabulations and Award of Contract: Orange Coast College Softball Field Netting Project; Bid No. 1979

1. Background

Upon completion of the newly constructed softball field, it was discovered that the existing 30 foot fencing in left field is potentially inadequate in containing homeruns hit in that direction. Over the course of six games and numerous team practices, one such incident occurred in which a ball was hit over the existing fence. Subsequent to this taking place, a trajectory analysis was conducted and a recommendation was made to increase the netting to 100 feet in order to prevent any future occurrences. After further discussion and review by the campus, the decision was made to construct the poles to 60 feet with the possibility of extension to 100 feet in the event that it is found to be necessary.

2. Goal/Purpose

Minimize the risk associated with potentially hitting balls into oncoming traffic while considering the aesthetic impact on the campus and surrounding community.

3. Comments

None

4. Recommendation Statement

Notices were published on May 11 and May 18, 2010 in the newspaper as well as in four trade journals requesting bids. Four bid packages were delivered or picked up by prospective bidders. Two bids were received.

The bids were opened on June 3, 2010 for the Orange Coast College Softball Netting Project; Bid No. 1979.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities, Planning and Construction, it is recommended that a contract be awarded to Judge Netting, Inc. as lowest qualified base bid of $117,300 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

		Base Bid
1.	**Judge Netting, Inc.** **427 E. 17th Street, #489, Costa Mesa, CA 92627**	**$117,300**
2.	Lightning Fence Co., Poway, CA 92064	$144,000

Fiscal Impact: $117,300 (General Obligation Bond Fund – Measure C)
Master Plan Approved Project
OCC Upgrade Health/Wellness Facilities
OCC Upgrade Softball Field

4.05.02 Authorization to Purchase Classroom and Office Furniture for Orange Coast College New Consumer Health & Science Lab Building (OCC ABC Building), using the General Services Administration (GSA), Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contracts.

1. Background:

Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

Architecture design services by LPA Architects and the Orange Coast College ABC Building Furniture Selection Committee have reviewed and approved LPA's recommendation to purchase furniture and installation from the following, Workplace Resources, Tangram, Virco, Exemplis, Biofit, Interior Office Solutions, Landscape Forms and KI products.

2. Goal/Purpose:

To provide the new OCC Consumer Health & Science Lab Building (ABC Building) with Classroom and Office Furniture

3. Comments:

None

4. Recommendation Statement:

After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of classroom and office furniture and the installation using the above volume contracts for the new Consumer Health & Science Lab Building (ABC Building)

Fiscal Impact: NTE $835,000 (Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay)

Fiscal Impact: NTE $835,000 (Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay)
Master Plan Approved Project
OCC Science Facilities
OCC New Consumer Health & Science Building – New Construction (OCC ABC Building)

Additional Administrative Content

Created on 06/09/2010 at 11:18 AM by [illegible]

4.06 General Items of Business - Coastline Community College

4.06.01 Student Health Fee Increase

1. **Background:** Since 1998, Coastline has been offering comprehensive health services to students through the $7.00 student health fee by use of a third party provider. Due to inflation of health care costs and sustaining the existing level of services, it has been a challenge to maintain the existing services at $7.00. After consultation with the College constituents groups and support from Coastline's student governance body (SAC – Student Advisory Council), Coastline recommends increasing the health services fee to $10.00 to offset the rising costs for health services. This new fee rate will still be well below the state maximum allowed to be charged of $16.00 per student, per term.

2. **Goal/Purpose:** To continue to maintain comprehensive student health services for students of Coastline Community College. Includes the following services:

A. PRIMARY CARE PROFESSIONAL SERVICES OFFERED

Primary care professional services offered are many and varied

1) GENERAL and AGE SPECIFIC SCREENINGS

Blood pressure	Mammography (women age 40 and over)
Body Fat	Prostate cancer
Colon Cancer	Sexually transmitted diseases (STD)
Diabetes	Skin cancer
Hearing	Tuberculosis
Lung function	Vision

2) IMMUNIZATIONS

Diphtheria
Gamma Globulin
MMR
Tetanus
Polio

3) LABORATORY TESTING

Blood sugar	Pregnancy
Chemistry (6 or 12 panels)	PSA
Cholesterol	Sexually transmitted diseases (STD)
Complete blood count	Stool occult blood
HIV Screening	Thyroid (TSH)
Mononucleosis	Urinalysis
Pap Smear	

4) MINOR EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, burns, fractures, minor lacerations, sprains, strains, etc.

5) MINOR NON-EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, fever, bronchitis, colds, flu, respiratory infections, urinary

tract infection (UTI), etc.

6) GENERAL MEDICAL EVALUATIONS AND TREATMENT FOR ACUTE MEDICAL PROBLEMS
General medical evaluations and treatment for acute medical problems would include those stated in this document and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all inclusive. (Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.)

7) WOMEN'S HEALTH CARE
Annual breast exams
Birth control counseling and prescribing
Hormone replacement therapy
Mammography
Natural family planning
Osteoporosis assessment
Pap smear
Sexual responsibility education

8) WEIGHT CONTROL COUNSELING
Weight control counseling shall be performed by a medical doctor with a focus on proper diet and exercise along with medical guidance.

9) PRIMARY CARE ANCILLARY SERVICES SUCH AS X-RAY, PHYSICAL THERAPY AND OTHER SERVICES

- X-Rays, including all extremities, skull, spine, cervical, chest, thoracic, knee, etc.
- Physical Therapy, including ultrasound, hydro collator, trigger point injection, EMS, etc.
- Other services, including Cardiac Treadmill, Pulmonary Function, Holter Monitoring, EKG, Echocardiogram, Flexible Sigmoidoscopy, Abdominal Ultrasound, Sexually transmitted disease (STD) screening, HIV Screening, etc.

10) MINOR SURGERY
Minor surgeries include minor laceration repair, incision and drainage of hemorrhoids, abscesses, cysts, skin tags/warts/mole removal, nail excision, and skin cancer removal including biopsy fee. Dressings, local anesthesia and sterilization must be free of charge.

11) GENERIC DRUGS

B. OTHER SERVICES

1) COMMUNICABLE DISEASES
Provider shall report all cases of communicable diseases to the County Health Department, as required by law, and to specified District Administrator.

List any communicable diseases that cannot be reported to the College due to privacy laws.

2) PSYCHOLOGICAL SCREENING AND COUNSELING
Psychological screening and counseling shall be performed by a medical doctor to determine what type of intervention is indicated. Frequency of counseling will include

no less than two sessions a month. Appropriate low-cost referrals will be made for MFCC, Ph.D., psychiatry or other necessary health care professionals if medically necessary.

3) COMMUNITY REFERRALS
Community referrals include Orange County Health Department, Dental Association, Crisis Hotline, AIDS Hotline, and Medi-Cal Information Registration. Should specialty care be required outside of the student health services program, a full panel of consultants shall be maintained.

3. **Comments:** Research with the provider indicates that non-approval of the recommended fee increase will necessitate substantially reducing existing services.

4. **Recommendation Statement:** This recommendation was reviewed and approved by the College governance structure, including the Student Advisory Council (SAC). After review by the Interim College President, the Vice President of Administrative Services, District Risk Services and District General Counsel, it is recommended by the Chancellor that the Board approve the request to increase Student Health Fees for Coastline Community College Students.

5. **Fiscal Impact:** Student health fees collected are paid to the provider less an administrative processing fee retained by the College.

Additional Administrative Comment

Created on 05/25/2010 by [illegible] Last Updated on 06/1/2010 by Mary Salcedo

Agenda Item

4.07 General Items of Business - Golden West College

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.07 General Items of Business - Golden West College

NONE

Additional Administrative Content

Created on 05/25/2010 at 3:40 PM by Christina Irvin Last updated on 06/02/2010 by Mary Saccocio

Agenda Item

4.08 General Items of Business - Orange Coast College

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.08 General Items of Business - Orange Coast College

4.08.01 Approve Fee Increase by Orange Coast College Job Placement Center and Internship Academy to Increase Fee for Use of Online Job Board by Community Members

Orange Coast College Job Placement Center and Internship Academy requests approval to increase the fee for use of online job board by community members from a current fee of $20.00 to $25.00 for the period of five (5) months beginning July 1, 2010.

Justification: The $20.00 fee has been in place for several years and has never been re-examined until now. In the past, employers paid a fee to post positions at OCC, but the new system "College Central" requires OCC to pay a license fee of $1,200. Employers currently post for free. As a result of our re-examination, it was determined that the $5.00 increase is appropriate and necessary. The total increase of $5.00 will result in a total fee of $25.00 for five-month access.

4.08.02 Authorization to Purchase Sixty (60) Apple Desktop Computers for Orange Coast College using Apple's Collegiate Purchase Program (CPP) Agreement.

1. **Background**: On June 25, 1997 the Board approved Apple Computer, Inc. as a sole source supplier of Apple computers since Apple has limited distribution channels to educational institutions. As noted before, Apple computers will provide a higher level of service with the latest technology and a substantial cost savings for the District. Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District."

2. **Goal/Purpose:** The Apple computers will be used to replace like computers that are between seven and ten years old and are unable to run the current software required for the curriculum.

3. **Comments:** None.

4. **Recommendation Statement:** After review by the Senior Director of Technology at Orange Coast College, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of sixty (60) Apple computers using Apple's Collegiate Purchase Program (CPP) agreement.

5. **Fiscal Review and Impact: NTE** $115,356.00 (General and Ancillary funds)

Additional Administrative Content

Creation 06/28/2010 at 08:43 PM by Lynnann Hinton. Last update on 08/10/2010 by Mary Saccoccio.

Agenda Item

4.09 General Items of Business - District

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.09 General Items of Business - District

4.09.01 Approve a Change in Signatories for Warrants Processed by the District upon Retirement of C.M. Brahmbhatt, Vice Chancellor, Administrative Services (Disbursing Officer).

1. Background

Ed Code 85233 and 85266 requires signature of authorized personnel to be forwarded to Orange County Superintendent of Schools. Coast Community College District would like to initiate a change for signatories upon the retirement of C.M. Brahmbhatt, Vice Chancellor, Administrative Services (Disbursing Officer) on June 30, 2010. Effective from July 1, 2010, replacing C.M. Brahmbhatt as Disbursing Officer will be Kimberly R. Allen, Administrative Director, Fiscal Affairs. (Reference Board Policy 040-9-2 "Signature of Commercial Warrants Issued under District's Fiscal Accountability Plan".) In the event that a new Vice Chancellor of Administrative Services is hired, other signature changes will be initiated.

2. Goal/Purpose

a. That Kimberly R. Allen, Administrative Director, Fiscal Affairs be appointed as Alternate District Disbursing Officer.

b. That effective July 1, 2010 the following signatures be printed electronically on vendor checks processed by the District:

Ding-Jo Currie, Chancellor
Kimberly R. Allen, Administrative Director, Fiscal Affairs

3. Recommendation

After review by the Vice Chancellor, Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the change in bank signatories for all commercial "B" warrants processed by the District. This information shall be disseminated to the Orange County Department of Education and Orange County Tax Collector/Treasurer, together with a sample of their signatures and facsimile signatures.

4. Fiscal Impact: None

4.09.02 Approval of Employment Agreement, Dean of Mathematics and Science at Orange Coast College

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Robert Mendoza, Dean of Mathematics and Science at Orange Coast College, effective July 1, 2010, through June 30, 2011. The Board President, or designee,

is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 22)

4.09.03 Approval of Fiscal Year 2010-11 Budgets for Associated Students of Orange Coast College and Associated Students of Golden West College

After review by the Secretary of the Board and the Board Clerk, it is recommended by the Student Trustee that, in compliance with Board of Trustees Policy, 010-2-24, "Associated Students' Finance," that the Board approve the Fiscal Year 2010-11 budgets for the Associated Students of Orange Coast College and Associated Students of Golden West College.

This approval request does not contain an item for Coastline Community College due to the fact that the Coastline Community College Student Advisory Council has no budget line items exceeding $100,000 and its budget does not include line items for multi-year funding requests.

A copy of the Orange Coast and Golden West student governments' respective budget documents are attached to each Trustee's Agenda (see Attachment # 23).

Ed. Admin. Employment Agreement.pdf

Assoc. Students, Student Adv. Budgets.pdf

[redacted]

[redacted]

Agenda Item

4.10 Resolutions

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.10 Resolutions

NONE

Additional Administrative Content

Created on 05/25/2010 at 03:39 PM by CCCDAdsvc - Last update on 06/1/2010 by Mary Saccoccio

Agenda Item

4.11 Approval of Minutes

Meeting: 06/16/2010 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.11 Approval of Minutes

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

Regular Meeting of May 19, 2010
Special Meeting of May 20, 2010
Special Meeting of May 21, 2010
Special Meeting / Study Session of May 26, 2010

Min 5-20-10 Special Meeting.pdf

Min 5-21-10 Special Meeting.pdf

Min 5-19-10 Regular Meeting.pdf

Min 5-26-10 Special Meeting.pdf

Additional Administrative Content

Agenda Item

5.00 Public Comment

Meeting: 06/16/2010 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

Agenda Item

6.00 Adjournment

Meeting: 06/16/2010 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

Created on 06/09/2010 11:11 PM by Mary Spreadbury Last updated on 06/10/2010 by Mary Spreadbury

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

6:30 p.m. Regular Meeting – Closed Session Following

May 19, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 19, 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 6:30 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

The meeting convened to Closed Session at 6:31 p.m.

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

Position: President, Coastline Community College

1.05 Report of Action from Closed Session

The meeting reconvened to Open Session at 6:33 p.m. There was no report of action from Closed Session.

1.06 Pledge of Allegiance – Trustee Walt Howald

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

1.07 Public Comment (Open Session – Items on Agenda)

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

1.08 Approval of Employment Agreement, President, Coastline Community College

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Employment Agreement with Dr. Loretta Adrian for President, Coastline Community College. (See appendix A, pages 22-23)

Motion carried with the following vote:

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

Board President Patterson introduced Dr. Loretta Adrian as President, Coastline Community College and recessed the meeting for a brief reception to welcome Dr. Adrian.

The meeting was recessed at 6:57 p.m.

Board President Patterson reconvened the meeting at 7:26 p.m.

1.10 Resolutions to Honor and Accept Retirements and Acknowledgments

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

Administrator

Snyder, Thomas, CCC, Dean, Planning, Development and Government Relations, retirement effective 7/1/10.

Faculty

Arlington, Patricia, CCC, Instructor, retirement effective 6/3/10.
Carle, Spencer, GWC, Instructor, Economics, retirement effective 5/31/10
Carrie, Charles D., GWC, Instructor, Mathematics, retirement effective 6/1/10
Farris, James, GWC, Instructor, Business, retirement effective 6/1/10
Gibson, Ronald C., GWC, Instructor, Geology, retirement effective 6/1/10
Greenfield, James, GWC, Instructor, Physical Education, retirement effective 5/31/10
Grimes, Carol J., GWC, Instructor, Chemistry, retirement effective 5/31/10
Lindsay, Donald, GWC, Instructor, Physiology, retirement effective 5/31/10
Mikelson, Louis D., GWC, Instructor, Biology, retirement effective 5/31/10
Miller, Donald, GWC, Counselor, retirement effective 5/31/10
Nudelman, Jack, OCC, Instructor, Electronics, retirement effective 7/1/10
Palmer, Theodore, GWC, Instructor, Architecture, retirement effective 5/31/10
Pierce, Lowell, GWC, Instructor, Physical Education, retirement effective 5/31/10
Thorne, Clyde, GWC, Instructor, History, retirement effective 5/31/10
Whitchurch, Charles, GWC, Instructor, English, retirement effective 6/1/10
Woo, Mai-Ying, GWC, Instructor, Business, retirement effective 5/31/10

Classified Management

Bare, Michael J., CCC, Director of College Bookstore, retirement effective 7/1/10
Dessero, Patti, CCC, Manager, Military Programs Instructional Services, retirement effective 7/1/10
Hickey, Ann, CCC, Supervisor, Instructional Services, retirement effective 7/1/10
Orduna, Valerie, OCC ECC School Coordinator, retirement effective 7/16/10

Confidential

Surgenor, Kathleen, DIST, Executive Assistant to Vice Chancellor, HR, retirement effective 7/1/10

Classified

Acevedo, Phyllis, DIST, Payroll Technician, retirement effective 7/1/10
Ader, Diana, GWC, Cosmetology Receptionist, retirement effective 7/1/10
Fonseca, Angelina, CCC, Military/Contract Education Specialist, retirement effective 7/1/10
Hunt, Cecelia, GWC, Information Systems Trainer, retirement effective 3/31/10
Lantz, Shirley, GWC, Graphic Composer, retirement effective 6/18/10
Martin, Susan, DIS, Applications Program Analyst, retirement effective 7/1/10
Mitchell, James, CCC, Information Systems Technician II, retirement effective 7/1/10
Phung, Teresa, GWC, Staff Aide, retirement effective 6/30/10
Scott, Leslie, OCC, Instructional Associate Business Ed, retirement effective 6/1/10

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

Motion carried with the following vote:

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

1.10.01 Acknowledgement of Student Trustee Robert Lane

Board President Patterson presented Mr. Robert Lane with a Resolution honoring his many and great works as Student Trustee for 2009-2010.

1.10.02 Acknowledgement of Golden West College Students and Faculty, Victors of Microsoft Corporations Imagine Cup Competition

Golden West College Computer Science Faculty members Mr. Don Nielsen and Shin Liu and Students Paul Purtell and Zachary McIntosh presented a video to the Board highlighting their accomplishments in being named Victors of Microsoft Corporations Imagine Cup Competition.

2.02.04 Special Presentation – Golden West College

Board President Patterson moved this item forward in the Agenda.

Mr. Kevin Gilhouley from the Office of Senator Tom Harman presented a Resolution to Golden West College recognizing their 30th Anniversary of "Legal Updates", a video presentation that provides local and statewide law enforcement agencies with streamlined instructional materials and overall contribution to Law Enforcement Safety. Mr. Doug Larson, Dean, Golden West College and Mr. Ron Lowenberg, former Chief of Police for the city of Huntington Beach accepted the Resolution and shared a video presentation of the 30 year history of the program.

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 and C.M. Brahmbhatt provided a brief report on the budget's May revise.

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
Steven Sewell, Golden West College
Daniel Cassadas, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

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

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

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 dates of the upcoming Board Committee meetings.

Trustee Moreno provided a report of the Audit and Budget Committees, and Trustee Prinsky provided a report of the Orange County Legislative Task Force.

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 May 19, 2010 Agenda. Dr. Lipton, General Counsel informed the Board that the Board meetings scheduled for May 26th and June 23rd are Special Meetings and should be listed as such in the 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.

It was moved by Mr. Moreno and seconded by Mr. Howald to remove # 3, "Provide a status report of the OCC Book Store and Food Service Facilities" from the Board Directives Log and add the following new item:

Provide the Board with a comprehensive report to include a two-year and five-year plan of what the Districts anticipated Information Technology needs are or are projected to be.

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 Special Presentation – Golden West College

This item was moved forward in the Agenda.

2.02.05 Review of Internal Audit Report

Richard Kudlik, Director, Internal Audit provided a review of the Internal Audit Report to the Board.

2.02.06 Opportunity for the Board of Trustees to Review the Orange Coast College Bookstore and Food Service Revenue Update from District Internal Audit Services

Richard Kudlik, Director, Internal Audit provided the Board with an update of the Orange Coast College Bookstore and Food Service Revenue. Mr. Kudlik reported that the Bookstore building needs approximately $700,000 in capital improvements for seismic retrofitting. Following discussion, Board President Patterson directed Dr. Dennis Harkins, President, Orange Coast College for a report of the capital improvements needed including how long the campus knew of the necessary improvements, how the campus proposes to pay for them, when the campus knew of the seismic retrofit issues and all other pertinent information pertaining to this item. Dr. Harkins indicated he would have the report for the next Land Development Committee meeting.

2.03 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the May 19, 2010 Agenda.

3.00 Consent Calendar

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Consent Calendar with the following changes:

1. Section 3.04.03 on page 81 of the Agenda, that the end date for Michelle Arant be changed to "7/31/10"

2. Section 3.04.03 on page 81 of the Agenda, that the end date for Galbraith-Prell be changed to "7/01/10"

3. Section 3.05.05 on page 99 of the Agenda, that the figure of $1,5000.0" to be changed to "$1,500."

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 the Coast Community College District and the Cities of Cypress, Fountain Valley, Los Alamitos, Seal Beach, and Westminster

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Memorandum of Understanding between the Coast Community College District and the Cities of Cypress, Fountain Valley, Los Alamitos, Seal Beach, and Westminster, allowing the West Orange County SWAT Team to utilize the Monrovia property buildings for training purposes prior to demolition. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Review and Impact: None

Motion carried with the following vote:

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

4.02 Approval of Agreements – Golden West College

4.02.01 Approve Non-Standard Agreement between Trustees of California State University, Long Beach and the Coast Community College District for Field Placement of University Students at Golden West College

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the agreement between the Trustees of the California State University and the Coast Community College District for the placement of CSULB students at Golden West College for practical experience in the study of Kinesiology and Physical Education/Athletic Training from September 1, 2010 through April 30, 2015. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: No known costs to the District. Worker's Compensation Insurance for participating students shall be provided by California State University.

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 between American Honda Motor Company, Inc. (AHM) and the Coast Community College District to participate in PACT training

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the agreement between American Honda Motor Company, Inc. (AHM) and the Coast Community College District for participating in PACT training, from May 6, 2010 and will continue until either party gives sixty (60) days written notice of termination. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: No fiscal impact to the college. College will benefit from "knowledge base" transfer as well as increased enrollment and certifications.

Motion carried with the following vote:

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

4.02.03 Approve Amendment to Non-Standard Agreement between Blackboard and the Coast Community College District for Transition to New Version of Blackboard

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the amendment between Blackboard and the Coast Community College District for transitioning to Blackboard 9, from May 6, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the amendment and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the college.

Motion carried with the following vote:

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

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College at mutually agreed upon sites during the Summer, 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: The fee split will be 88/12 with 88% of the gross tuition income retained by the institute and 12% to Orange Coast College.

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 Approve Agreement between the Community College Library Consortium and the Coast Community College District to renew OCC Library electronic databases

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Agreement between the Community College Library Consortium and the Coast Community College District for the purpose of renewing OCC Library electronic databases effective July 1, 2010 through June 30, 2011.

Fiscal Impact: $3,997.00 to be paid from Library funds

Motion carried with the following vote:

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

4.03.03 Approve Agreement between Smartthinking, Inc. and the Coast Community College District for the purpose of offering an online tutoring program to OCC students

It was moved by Mr. Lane and seconded by Mr. Howald to substitute "Statement of Work" for "Agreement" and approve the Statement of Work between Smartthinking, Inc.

and the Coast Community College District for the purpose of offering an online tutoring program to OCC students. 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 cost of the full contract ($15,000) will be paid through Title III Grant funds as a one-time fee

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 Bid Tabulations and Award of Contract: Orange Coast College Student Center Renovation; Bid No. 1975

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that a contract be awarded to the lowest qualified base bid in Categories A, B, C, D, E, F, G, H, I, J, K, L, N, O, P and Q as shown below, and that the Board President, or designee, be authorized to sign the contract documents.

		Base Bid
Category A – Demolition/Site Preparation		
1.	**U.S. Demolition, Inc.** **4510 E. Eisenhower Circle, Anaheim, CA 92807**	**$ 99,370.00**
2.	DOJA, INC., Ontario, CA 91762	$ 127,000.00
3.	AMPCO Contracting, Inc., Anaheim, CA 92805	$ 158,000.00
Category B – Concrete/Grading		
1.	**EDGE Development, Inc., Temecula, CA 92590** **27368 Via Industria, Suite 101, Temecula, CA 92590**	**$ 470,000.00**
2.	Tidwell Concrete Construction, Inc., Indio, CA 92201	$ 479,670.00
3.	Brian Devries Construction, Inc. dba Devries Construction, Laguna Niguel, CA 92677	$ 736,000.00
4.	Salazar Construction Co., Inc., Santa Clarita, CA 91351	$ 900,000.00
Category C – Masonry		
1.	**J.B. McGaliard & Sons, Inc.** **13124-A Saticoy Street, North Hollywood, CA 91605**	**$ 104,817.00**
2.	Winegardner Masonry, Inc., Yucaipa, CA 92399	$ 172,700.00
Category D – Rough Carpentry/Misc Metals		
1.	**Cuyamaca Const., Inc.** **10763 Woodside Avenue, Suite D, Santee, CA 92071**	**$ 369,000.00**

Category E – Roofing/Waterproofing/Sheet Metal

1.	**Best Contracting Services, Inc.** **19027 S. Hamilton Avenue, Gardena, CA 90248**	**$ 254,770.00**

Category F – Glass & Glazing

1.	Tandem West Glass, Inc., Indio, CA 92201 (Withdrew bid due to clerical error)	$ 68,898.00
2.	**Liberty Glass & Metal, Inc.** **1657 West Arrow Route, Upland, CA 91786**	**$ 88,000.00**
3.	E & R Glass Contractors, Inc., Montclair, CA 91763	$ 89,880.00
4.	Roy E. Whitehead, Inc., Riverside, CA 92509	$ 145,550.00

Category G – Drywall/Plaster/Framing/Doors/Frames/Hardware

1.	**Sierra Lathing Company, Inc.** **1189 West Leiske Drive, Rialto, CA 92376**	**$ 337,595.00**
2.	Mowery-Thomason, Inc., Anaheim, CA 92806	$ 439,584.00

Category H – Ceramic Tile

1.	**J. Colavin & Son, Inc.** **5323 Alhambra Avenue, Los Angeles, CA 90032**	**$ 119,615.00**
2.	Inland Pacific Tile, Inc., San Bernardino, CA 92408	$ 131,500.00
3.	Continental Marble and Tile Company, Corona, CA 92879	$ 152,815.00

Category I – Acoustical Ceilings

1.	**Southcoast Acoustical Interiors, Inc.** **9155 Archibald Avenue, Suite 902, Rancho Cucamonga, CA 91730**	**$ 103,650.00**
2.	Cochran Interiors, Inc., Arcadia, CA 91006	$ 122,000.00
3.	Preferred Ceilings, Inc., Brea, CA 92821	$ 125,325.00
4.	Ellijay Acoustics, Inc., Placentia, CA 92870	$ 129,470.00
5.	F. Rodgers Corporation, Ontario, CA 91761	$ 132,332.00

Category J – Flooring

1.	**The M.S. Rouse Company, Inc.** **18012 Cowan, Irvine, CA 92614**	**$ 97,850.00**
2.	Continental Flooring, Inc., Rancho Cucamonga, CA 91730	$ 98,126.00
3.	Pro Installations, Inc. dba ProSpectra Contract Flooring, Cerritos, CA 90703	$ 99,900.00

Category K – Painting

1.	Industry Coatings Co., San Pedro, CA 90731 (Withdrew bid due to clerical error)	$ 29,500.00
2.	Bithell, Inc., Covina, CA 91724 (Withdrew bid due to clerical error)	$ 53,625.00
3.	**Painting & Décor. LTD** **P.O. Box 5926, Orange, CA 92863**	**$ 55,400.00**
4.	C.T. Georgiou Painting Co., Wilmington, CA 90744	$ 66,790.00
5.	A.J. Fistes Corporation, Long Beach, CA 90806	$ 70,890.00

6.	Borbon Incorporated, Buena Park, CA 90620	$ 83,000.00

Category L – Project Specialties

1.	**Gamma Builders, Inc.** **28561 Oso Pkwy, Suite D-518, Rancho Santa Margarita, CA 92688**	**$ 147,300.00**

Category M – Kitchen Equipment/Finish Carpentry/Millwork

1.	R.W. Smith & Co. Withdrew bid due to clerical error)	$ 620,600.00
2.	J.F. Duncan Industries, Inc., Downey, CA 90241 (Withdrew bid due to clerical error)	$ 735,588.04

Package will be rebid and submitted to the Board for approval on 7/21/10

Category N – Fire Protection

1.	Underwriters Fire Protection of California, Inc., Cypress, CA 90630 (Withdrew bid due to clerical error)	$ 93,450.00
2.	**A-1 Fire Protection, Inc.** **8655 Miramar Place, San Diego, CA 92121**	**$ 182,000.00**
3.	Cosco Fire Protection, Inc., Orange, CA 92865	$ 188,340.00
4.	Daart Engineering Company, Inc., San Bernardino, CA 92405	$ 196,823.00
5.	Gamma Builders, Inc., Rancho Santa Margarita, CA 92688	$ 208,300.00
6.	Tate Fire Protection Services, Inc., Poway, CA 92064	$ 229,800.00
7.	Link-Nilsen Corporation, Arcadia, CA 91006	$ 275,160.00

Category O – Plumbing/Site Utilities

1.	**Continental Plumbing, Inc.** **11165 Thurston Lane, Mira Loma, CA 91752**	**$ 227,461.00**
2.	Alpha Mechanical Heating & Air Conditioning, Inc., San Diego, CA 92123	$ 248,700.00
3.	Temecula Mechanical, Inc., Temecula, CA 92590	$ 253,000.00
4.	H.L. Moe Co., Inc., Glendale, CA 91204	$ 272,680.00
5.	Atlas-Allied, Inc., Anaheim, CA 92806	$ 273,480.00
6.	Verne's Plumbing, Inc., Buena Park, CA 90621	$ 298,500.00
7.	D/K Mechanical Contractors, Inc., Anaheim, CA 92807	$ 301,420.00
8.	HPS Mechanical, Inc., Bakersfield, CA 93307	$ 343,449.00

Category P – HVAC

1.	**Liberty Climate Control, Inc.** **2447 N. Chico Avenue, South El Monte, CA 91733**	**$ 760,000.00**
2.	Air Plus Corporation, Van Nuys, CA 91406	$ 767,000.00
3.	Cool Air Supply, Inc., Glendale, CA 91208	$ 784,500.00
4.	Refrigerated Air Mechanical Systems, Anaheim, CA 92802	$ 793,458.00
5.	Alpha Mechanical Heating & Air Conditioning, Inc., San Diego, CA 92123	$ 838,200.00
6.	JMS Air Conditioning and Appliance Service, Inc. dba JMS A/C & Heating, Van Nuys, CA 91405	$ 849,000.00
7.	Sheldon Mechanical Corporation, Santa Clarita, CA 91355	$ 852,700.00
8.	Anderson Air Conditioning, L.P., Fullerton, CA 92831	$ 864,163.00
9.	West-Tech Mechanical, Inc., Montclair, CA 91763	$ 909,950.00
10.	Scorpio Enterprises dba Aire-Masters Air Conditioning,	$ 989,000.00

	Santa Fe Springs, CA 90670	
11.	ACH Mechanical Contractors, Inc., Redlands, CA 92373	$1,047,000.00

Category Q – Electrical/Fire Alarm/Low Voltage Systems

1.	**Dennison Electric, Inc.** **10855 Portal Drive, Los Alamitos, CA 90720**	**$ 396,250.00**
2.	Tri-Power Electric, Inc., Santa Ana, CA 92704	$ 430,000.00
3.	Baker Electric, Inc., Escondido, CA 92029	$ 555,500.00
4.	Bergelectric Corp., Costa Mesa, CA 92627	$ 586,700.00
5.	Mel Smith Electric, Inc., Stanton, CA 90680	$ 695,000.00

Fiscal Impact: $3,813,078 (Measure C – General Obligation Bond Fund & ASOCC Funds)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

Motion carried with the following vote:

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

4.05.02 Bid Tabulations and Award of Contract: Orange Coast College Technology Mechanical Controls Upgrade; Bid No. 1976

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that a contract be awarded to KX2 Holdings Building Technologies Group, LP dba Climatec Building Technologies Group as lowest qualified base bid of $450,837.00 as shown below, and that the Board President, or designee, be authorized to sign the contract documents.

		Base Bid
1.	**KX2 Holdings Building Technologies Group, LP dba Climatec Building Technologies Group** **18002 Cowan, Suite 200, Irvine, CA 92614**	**$450,837**
2.	Alpha Mechanical Heating & Air Conditioning, Inc., San Diego, CA 92123	$559,200

Fiscal Impact: $450,837 (State Scheduled Maintenance Funds)
OCC – Upgrade/Replace Energy Management System in Six Buildings
(Measure C – General Obligation Bond Fund)
OCC – Energy Efficiency Upgrades
Master Plan Approved Project

Motion carried with the following vote:

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

4.05.03 Approve Standard Professional Services Agreement with GLUMAC; Coastline Community College Newport Beach Learning Center

It was moved by Mr. Howald and seconded by Mr. Lane that authorization be given to employ GLUMAC for commissioning services for the Coastline Community College Newport Beach Learning Center pursuant to the Districts' Standard Professional Services Agreement, and that the Board President, or designee, be authorized to sign the contract documents.

The scope of service is to include the following tasks:

1.	Commissioning Services	$61,000

Fiscal Impact: $61,000 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

Motion carried with the following vote:

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

4.06 General Items of Business – Coastline Community College

4.06.01 Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Costa Rica during Summer 2011

It was moved by Mr. Patterson and seconded by Mr. Lane that authorization be given to enter into a standard travel contractor agreement to conduct a program in Costa Rica during Summer, 2011. John Clark, Megan DeWitt, and Flory Mora-Gehring, part-time instructors, to serve as faculty. All logistical arrangements will be handled by Festival Travel & Tours.

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

Motion carried with the following vote:

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

4.07 General Items of Business – Golden West College
None

4.08 General Items of Business – Orange Coast College

4.08.01 Authorization to Conduct a Short-Term Language Study Abroad Program in Paris, France during Summer, 2011

It was moved by Mr. Howald and seconded by Mr. Lane to approve Agenda Items 4.08.01 to conduct a short-term language study abroad program in Paris, France during summer, 2011and 4.08.02 to conduct a short-term language study abroad program in Madrid, Spain during summer, 2011.

Motion carried with the following vote:

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

4.08.02 Authorization to Conduct a Short-Term Language Study Abroad Program in Madrid, Spain during Summer, 2011

This item was approved above with Agenda Item 4.08.01.

4.09 General Items of Business - District

4.09.01 Authorization for Special Payments – District

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve Agenda Items, 4.09.01 and 4.09.02, Authorization for Special Payments – District.

Payment NTE $5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Educational Services Search Committee. Names are on file with the Personnel Office and District Board Office. Expenses are to be paid from Recruitment funds.

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 Authorization for Special Payments - District

This item was approved above with Agenda Item 4.09.01.

Payment NTE $5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Administrative Services Search Committee. Names are on file with the Personnel Office and District Board Office. Expenses are to be paid from Recruitment funds.

4.09.03 Authorization for District Information Services (DIS) to Purchase Hardware, Software and Support Services to Stabilize and Enhance Luminis (MyCCC, MyGWC, MyOCC, MyCoast) Portals

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to authorize the Director of Purchasing to issue purchase orders in support of the Luminis platform upgrade.

Fiscal Review and Impact: $205,000 from general funds

Description	Vendor	Amount
Redhat Linux Operating System Licenses	DLT Solutions (Redhat's Educational Reseller) or equivalent	$25,000
~ 14 Servers	Dell Education, or equivalent	$100,000
Implementation Services	SunGard Higher Education	$60,000
Staff Training	DLT Solutions or equivalent	$20,000
TOTAL		**$205,000**

Motion carried with the following vote:

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

4.09.04 Adoption of Revisions and Deletions to Policies, Student Trustee, Board of Trustees

It was moved by Mr. Lane and seconded by Dr. Prinsky to adopt the proposed revisions to Policy 010-2-14 and delete policies 10-2-14.3, "Compensation for Student Trustee" and 010-2-14.4, "Student Trustee Travel and Conference Approvals."

Motion carried with the following vote:

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

4.09.05 Authorization for Coast Community College District to purchase Oracle Real Application Clusters (RAC) software from Oracle Corporation to provide failover protection for Coast's mission critical systems: Banner and Luminis/MySites (MyCCC, MyCoast, MyGWC, My OCC)

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to authorize the Director of Purchasing to issue purchase orders to Oracle Corporation to purchase Oracle RAC software, support and updates.

Following discussion, Board President Patterson asked Mr. Don Cock, Supervisor, DIS Technical Support, to set a date for a later Board meeting for the Trustees to tour the District Information Technology department.

Fiscal Review and Impact: $190,808 plus taxes from general funds: $156,400 for 17 processor licenses and $34,808 for first year support and updates.

Motion carried with the following vote:

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

4.09.06 Approval of Employment Agreement, Interim Vice Chancellor of Educational Services

It was moved by Mr. Lane and seconded by Mr. Howald to approve the employment agreement with John Breihan, Interim Associate Vice Chancellor of Educational Services, effective June 1, 2010 through September 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

4.10 Resolutions

None

4.11 Approval of Minutes
Special Meeting of May 3, 2010
Regular Meeting of May 5, 2010

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the minutes of the Special Meeting of May 3, 2010 and the Regular Meeting of May 5, 2010.

Motion carried with the following vote:

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

4.12 Opportunity for Public Comment (Items Not on the Agenda)

4.13 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 9:30 p.m. to discuss the following items:

4.13.01 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. Interim Vice Chancellor Educational Services

6. Classified Management

7. Classified Staff
   a. Cosmetology Dispensary Technician
   b. CTE Community College Grant Coordinator
   c. Instructional Associate Success Center
   d. Student Financial Aid Accounting/Fiscal Specialist
   e. Calworks Staff Assistant Senior
   f. Instructional Associate Success Center
   g. Student Financial Aid Specialist-BFAP
   h. Student Financial Aid Specialist
   i. Child Care Eligibility Assistant

8. Reclassification and Reorganization/Reassignment
   a. Telecourse Mkg Coordinator

9. Classified Temporary Assignments
   a. Special Assignment
   b. Student Financial Aid Coordinator
   c. Staff Specialist
   d. Special Assignment
   e. Campus Security Officer, Lead
   f. Campus Security Officer, Lead
   g. Campus Security Officer, Lead
   h. Special Assignment
   i. Special Assignment
   j. Campus Security Officer, Lead
   k. Campus Security Officer, Lead
   l. Campus Security Officer, Lead
   m. Mechanic, Lead
   n. Special Assignment
   o. Special Assignment
   p. Special Assignment

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

15. Vice Chancellor of Human Resources

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

4.13.02 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. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951
Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094
Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E

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

Significant exposure to litigation: Claim filed by Michael Greeley

4.13.04 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)

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

Position: Chancellor

4.13.06 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

4.13.07 Reconvene Regular Meeting

The meeting reconvened to Open Session at 11:28 p.m.

4.13.08 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Mr. Howald, the Board voted unanimously to approve Agenda Item 4.13.01, Public Employment with edits. (See appendix B, pages 24-34)

Motion carried with the following vote:

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

4.13.09 Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Mr. Howald 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 11:29 p.m.

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Secretary of the Board of Trustees

Appendices

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Appendix A

Coast Community College District

DISTRICT CONTACT:
Martha Parham
District Director, Public Affairs
(714) 438-4605

COASTLINE COLLEGE CONTACT:
Michelle Ma
Director, Marketing & Public Relations
(714) 241-6186

May 19, 2010

NEWS

Coast District Trustees Select Adrian as President for Coastline Community College

The Board of Trustees voted unanimously today to appoint Loretta (Lori) Adrian, Ph.D. as President of Coastline Community College. Adrian will begin as President on July 1, 2010.

Dr. Adrian has more than 20 years of experience in the California community college system and has extensive experience working in large multi-college districts such as San Mateo County and San Diego. She has been a strong advocate for students locally and statewide.

"Dr. Adrian's extensive experience started in student services but expands to all other areas of the college," said Board President Jerry Patterson. "Coastline Community College has an international reputation for quality programs and innovative thinking. The Board is impressed with Dr. Adrian's record of supporting student success, which is a valued trademark at Coastline," Patterson continued.

"I am honored to have been selected as the president of Coastline Community College—a college that is deeply grounded in a culture of innovation and collaborative leadership," Adrian stated. "I look forward to meeting and working with Coastline's community of faculty, staff, students, and administrators. I am grateful to the Board of Trustees and Chancellor Ding-Jo Currie for this great opportunity."

"Having served as President for Coastline for eight years, I am especially pleased to have Dr. Adrian continue the college's long-standing traditions of putting students first and being innovative in process, course delivery and curriculum," said Dr. Ding-Jo Currie, Chancellor. "Dr. Adrian possesses the characteristics of an excellent leader for a world class college like Coastline."

-- More --

Adrian earned a Ph.D. in Higher Education in 2004 from Claremont Graduate University. Adrian also has a M.A. in Communication Theory from University of the Pacific.

Adrian currently serves as the vice president of student services at Skyline College in San Mateo, Cal. As the chief student services officer, Adrian provides leadership for a comprehensive array of student support programs and services, including enrollment services, counseling and matriculation, financial aid, health services, Extended Opportunities Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), student activities, retention programs, judicial affairs, and security. She has actively participated in the development of Skyline College's educational and facilities master plan and is currently providing leadership for Skyline College to participate in a national project called the Foundations of Excellence in the First Year Experience. Adrian has also worked as a dean of student affairs and development at San Diego Mesa College.

The Coast Community College District is headquartered in Costa Mesa and is the ninth largest district in the country. The District's three colleges - Coastline Community College in Fountain Valley, Golden West College in Huntington Beach and Orange Coast College in Costa Mesa - serve over 60,000 students each year providing traditional degree and transfer opportunities, career and technical training, basic skills, English as a Second Language and other community programs.

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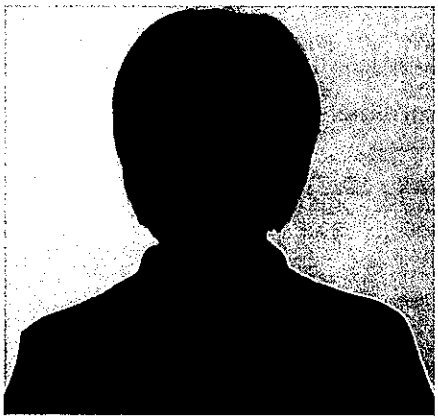
Editors: Photo of Dr. Adrian attached.



Appendix B

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

INSTRUCTIONAL UNIT ASSOCIATE STIPEND

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Clay, Caron	06/21/10	08/15/10	IUH	$3004.00	Emeritus

PART TIME COUNSELING – MILITARY EDUCATION

Name	Start Date	End Date	Pay Type	Pay Rate
Deatherage, Velvet	06/14/10	08/13/10	MTM	$58.09
Hernandez, Marcela	07/01/10	08/29/10	SMH	$65.55
	08/30/10	06/30/11	UNT	$69.66

SPECIAL ASSIGNMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Boddie, Richard	07/01/10	12/31/10	EXH	$29.46
Coordinating, facilitating and hosting 5 Brown Bag Lunch Seminars.				
Hernandez, Marcela	07/01/10	06/30/11	SMH	$29.46
To attend meetings in support of the Military Program.				
	05/20/10	05/30/10	EXH	$29.46
To assist with CTE Grant Pathway day event.				
Levenshus, Joshua	07/01/10	06/30/11	EXH	$29.46
To provide academic review and consulting services for the design and development of the new online public speaking course.				
Warwick, Randall	06/14/10	08/13/10	EXM	$105.47
Distance Learning Exam and Review.				
Wegter, Rachel	07/01/10	06/30/11	EXH	$29.46
To serve as a lead content developer for a new online hybrid Public Speaking course.				
Yett, Jan	07/01/10	12/31/10	EXH	$29.46
To serve as content advisor for new online Geology course.				

STATISTICS STUDENT GUIDE

Name	Start Date	End Date	Pay Type	Pay Rate
Nguyen, Diem	07/01/10	12/31/10	EXH	$29.46
Shiring, Richard	05/20/10	12/30/10	EXH	$29.46

SUMMER MATH AND SCIENCE ACADEMY

Name	Start Date	End Date	Pay Type	Pay Rate
Hernandez, Marcela	07/22/10	08/30/10	EXH	$29.46
Khan, Mahbubur	07/22/10	08/30/10	EXH	$29.46
Roeun, Malinni	07/22/10	08/30/10	EXM	$43.23

PART TIME COUNSELING

Name	Start Date	End Date	Pay Type	Pay Rate
Chen, Donna	06/01/10	08/27/10	SMH	$73.94
Nguyen, Steve	06/01/10	08/27/10	SMH	$73.94

CONTENT DEVELOPMENT AND REVIEW - ESL NURSES PROJECT

Name	Start Date	End Date	Pay Type	Pay Rate
Leggitt, Angeli	07/01/10	06/30/11	EXH	$29.46
Mefford, Christopher	07/01/10	06/30/11	EXH	$29.26
Wilson, Julia	07/01/10	06/30/11	EXM	$43.23

GOLDEN WEST COLLEGE

SUMMER COUNSELING

Name	Start Date	End Date	Pay Type	Pay Rate
Chovan, Maria	06/01/10	08/28/10	SMM	$94.85
Dickerson, Karen	06/01/10	06/30/10	SMM	$82.85
Dumont, Stephanie	06/01/10	08/28/10	SMM	$93.85
Hinton, Karen	06/01/10	08/28/10	SMM	$97.15
Nguyen, Jimmy	06/01/10	08/28/10	SMM	$68.05
Nguyen, Tri	06/01/10	08/28/10	SMM	$100.45
Olson, Tarin	06/01/10	08/28/10	SMM	$100.45
Valenzuela, Yvonne	06/01/10	08/28/10	SMM	$87.42
York, Linda	06/01/10	06/30/10	SMM	$103.75

LIBRARIAN

Name	Start Date	End Date	Pay Type	Pay Rate
Berman, Susan	06/21/10	06/30/10	SMM	$93.85
Cassens, Treisa	06/21/10	06/30/10	SMM	$80.72
Garcia, Gonzalo	06/21/10	06/30/10	SMM	$76.37
Head, Anne	06/21/10	08/13/10	SMM	$44.36
Ross, Roxana	06/21/10	06/30/10	SMM	$103.75

COUNSELING

Name	Start Date	End Date	Pay Type	Pay Rate
Bon, Denise	05/06/10	05/30/10	UNT	$69.66
	06/01/10	08/28/10	UNT	$69.66

Justification: Late hire due to increase in student load

TRAINING

Name	Start Date	End Date	Pay Type	Pay Rate
Cucumy, Marius	06/01/10	08/31/10	EXM	$43.23
Hersh, Thomas	06/01/10	08/31/10	EXM	$43.23

PROFESSIONAL DEVELOPMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Mack, Lorna	05/20/10	05/30/10	EXH	$29.46
Mushett, Linda	05/20/10	05/30/10	EXH	$29.46

ORANGE COAST COLLEGE

INSTRUCTIONAL UNIT ASSOCIATE STIPEND

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Schneiderman, Robert	01/30/10	05/30/10	IUM	$3004.00	Counseling
Wickremesinghe, Manoj	01/30/10	05/30/10	IUM	$3004.00	Counseling

Justification: Late paperwork from Department

FACULTY INTERNSHIP GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Bialecki, Michael	05/20/10	05/30/10	PDM	$43.23

Dowling, Thomas	05/20/10	05/30/10	PDM	$43.23
Elliott, Kelli	05/20/10	05/30/10	PDM	$43.23
Rickerson, Irini	05/20/10	05/30/10	PDM	$43.23

PERFORMANCE AND REHEARSAL

Name	Start Date	End Date	Pay Type	Pay Rate
Murdy, David	05/01/10	05/31/10	EXH	$29.46

Justification: Late paperwork from Department

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 **06/07/10 to 06/30/10**. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs for the college and/or the specific division. Assignments are not to exceed LHE stated:

Name	LHE
Chambliss, Tasha	0.69
Christie, Joan	1.33
Florane, Michelle	0.69
Holland, Jon	1.33
Reyna, Edward	0.43
Smith, Jane	0.69

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 $45.69/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Golden West College

Daugherty, Seth
Krause, Alana
Palmer, Leslie
Peacock, Joyce
Siddiqi, Catherine

Orange Coast College

Alegre, Mac
Backey, Joan
Fernandez, Gabriella
Haeri, Shadi
Isle, Timothy
Rehm, Guenter
Zachwieja, Thomas

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).

Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 21 hours per week. Assignments exceeding 21 hours per week have been administratively approved.

Coastline College

For the period **06/07/10-08/15/10**

Faculty

Name	Wkly/Hrs
Desmond, Debra	6.80
Feldon, Fred	
06/21/10-08/15/10	23.50
Kuntzman, Linda	10.00
06/01/10-06/30/10	
Lee, Lisa	
06/21/10-08/15/10	24.80
Leighton, Kenneth	6.80
06/01/10-06/30/10	
Marcus, Ted	19.50
Montague, Judy	15.00
06/01/10-06/30/10	
Preciado, Anita	9.00
06/01/10-06/30/10	
Roeun, Malinni	
06/21/10-08/15/10	24.80
Tsutsumida-Krampe, Lorraine	9.00
06/01/10-06/30/10	
Warwick, Randall	24.80
06/01/10-06/30/10	

Golden West College

For the period **06/07/10-08/15/10**

Faculty

Name	Wkly/Hrs
Kopp, Kyle	4.88
Kramer, Bryan	
06/14/10-06/30/10	33.42
Lawler, William	4.50
Mitchell, Nicholas	4.50
Rojas, Cheryl	15.13
Sekins, Denise	7.72
Taylor, Scott	4.50
Tayyar, Paul	9.00
Villarreal, Roberto	4.50

4. Part time Faculty

Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 21 hours per week. Assignments exceeding 21 hours per week have been administratively approved.

Coastline College

For the period **06/07/10-08/15/10**

Name	Wkly/Hrs
Ahlman, Mary	6.000
Brock, Marilyn	6.800
Chang, Yu-An	9.000
Cisneros, Mark	6.800
Covert, Robert	6.800
Dalbey, Elizabeth	6.000
Davis, Penny	9.000
Do, Anhvy	6.000
Don, Rachel	6.000
Doren, Ricia	9.000
Doyle, John	6.800
Giancarlo, Jennifer	6.800
Gundy, Afaf	17.000
Gustaveson, Valerie	6.000
Jaber, Jihad	6.800
Kabaji, Noha	6.800
Kelsey, David	6.800
Khan, Mahbubur	13.000
Lee, Sheryl	9.000
Levenshus, Joshua	6.800
Lieu, Thanh	9.000
Loester, Karen	6.000
Man, Georgina	6.000
Maynard, Linda	9.000
McGeoch, Norma	6.000
Mendoza, Jaime	9.000
Nguyen, Scott	16.500
Nichols, Kristen	6.800
Nusrat, Rehana	6.000
Ozbirn, Katherine	13.600
Palmer, Catherine	6.800
Parsell, Jill	6.000
Richter, Otto	6.800
Rogoff, Meri	6.800
Shiring, Richard	9.000
Strauss-Thacker, Esther	6.800
Syed, Erum	18.000
Tran, Chau	11.300
Van Beek, Milo	9.000
Wahba, Remon	19.600
Wegter, Rachel	6.800
Windsor, Adrian	6.800

Golden West College

For the period **06/07/10-08/15/10**

Name	Wkly/Hrs
Abella, Dori	8.500
Bornemann, Chung	7.000
Cooper, Paz	7.000
Cordiero, Judy	8.000
Gimenez, Alejandro	1.125
Graves, Buchansha	11.000
Jimmons, Charlotte	4.000
Rosales, Evangelina	11.500
Ruiz, Raul	3.656
Simpson, Matthew	3.656
Snedeker, Mary	4.500

Orange Coast College

For the period **06/07/10-08/15/10**

Name	Wkly/Hrs
Armstrong, Robin	18.000
Bennett, Jane	13.500
Dowling, Lisa	18.000
England, Elli	18.000
Goerrissen, Jan	13.500
Gonzalez, Julian	3.655
Hesse, Douglas	18.000
Higgins, Kolleen	18.000
Hostetler, Shelia	13.500
Jackson, Mary	4.275
Riggio, Alison Collins	0.900
Sanchez, Sandra	
06/01/10 - 06/30/10	13.500
06/01/10 – 06/30/10	10.125
Stoneking, Joyce	13.500
Thorton, Michael	3.655

SPRING

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.

Golden West College

Name	LHE	
Bright, Rhonda	7.250	Justification: Late paperwork from Division
Najm, Tariq	3.000	Justification: Late paperwork from Division
Ruiz, Raul	2.562	Justification: Completed new hire paperwork late
Sprague, Jane	4.000	Justification: Late paperwork from Division

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:

Name	Loc	Title	Start Date	End Date
Breihan, John	DIST	Interim Vice Chancellor Educ Services	06/01/10	09/31/10

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

Name	Loc	Title	Start Dt	Plcmt	Vacancy #
Fix, Melissa Anne	GWC	Cosmetology Dispensary Tech	05/20/10	E-40-01	G-009-10

Revisions to Previous Board Action

The following DIST, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/10 to 06/30/11. These positions may be extended, modified or eliminated based on changes from the funding source.

Swingle, Dejah	CTE Community College Grant Coordinator

The following OCC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/10 to 06/30/11. These positions may be extended, modified or eliminated based on changes from the funding source.

Aube, Susan	Instructional Associate Success Center
Campbell, Rosalind	Student Financial Aid Accounting/Fiscal Specialist
Hay, Vickie	Calworks Staff Assistant Senior
Komenda, Virginia	Instructional Associate Success Center
Marasigan, Katherine	Student Financial Aid Specialist-BFAP
Padilla, Rina	Student Financial Aid Specialist
Whistler, Jillian	Child Care Center Eligibility Assistant

8. Reclassification and Reorganization/Reassignment

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

Reorganization/Reassignments

Revision to Previous Board Action

Name	LOC	From	To	Effective
Rodriquez, Jodi	CCC	Staff Asst, Sr J-56-05	Telecourse Mkg Coordinator Y-rated E-58-00*	04/27/10

*Revise placement.

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):

Name	Loc	From	To	Start Dt	End Dt	Plcmt
Fonesca, Frank	OCC	Groundskeeper Lead	Special Assignment	05/31/10	08/31/10	E-50-05
Ngo, Vincent	OCC	Financial Aid Specialist Senior	Student Financial Aid Coordinator	05/20/10	07/01/10	E-54-05
Vo, Tuan	GWC	Testing Technician	Staff Specialist	07/01/10	09/30/10	E-50-04

Revision to Previous Board Action

Name	Loc	From	To	Action	Plcmt
Aguillon, Jessica	OCC	Child Development Specialist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-41-02
Arensdorf, Thomas	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-43-05
Bryant, Anthony	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-43-05
Churan, Rex	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-43-05
Galbraith-Prell, Andrea	OCC	Child Development Specialist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-41-02
Jordon, Judith	OCC	Child Development Specialist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-41-02
Kellogg, Matthew	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-43-05
Montanez, Jesse	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-43-05
Winer, Timothy	OCC	Campus Security Officer	Campus Security Officer, Lead	Extend end date from 06/30/10 to 06/30/11	E-47-05
Nguyen, Hung	DIST	Mechanic	Mechanic, Lead	Extend end date from 03/31/10 to 06/30/10	E-55-05
Phan, Phuong B.	OCC	Matriculation Office Assist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-42-05
Samples, Jerrie	OCC	Child Development Specialist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-41-02
Zinder, Janet Lee	OCC	Child Development Specialist	Special Assignment	Extend end date from 06/30/10 to 06/30/11	E-41-02

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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Benoit, Monique	CCC	05/20/10	06/30/10	120010-850101	M,T,W,TH,F
	CCC	07/01/10	06/30/11	120010-850101	M,T,W,TH,F
Brooks, Dorsie	CCC	07/01/10	06/30/11	818010-830100	M,T,W,TH,F
Hang, Nadia	CCC	05/20/10	06/30/10	120010-850101	M,T,W,TH,F
	CCC	07/01/10	06/30/11	120010-850101	M,T,W,TH,F
Hollingshed, Catherine	CCC	05/20/10	06/30/10	120176-251032	M,T,W,TH,F
	CCC	05/20/10	06/30/10	110001-201591	M,T,W,TH,F
	CCC	05/20/10	06/30/10	812001-201592	M,T,W,TH,F
	CCC	07/01/10	06/30/11	120176-251032	M,T,W,TH,F
	CCC	07/01/10	06/30/11	110001-201591	M,T,W,TH,F
	CCC	0701/10	06/30/11	812001-201592	M,T,W,TH,F
Horn, Mindy	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Hughes, Stacey	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Kaye, Karen	CCC	05/20/10	06/30/10	120010-850101	M,T,W,TH,F
	CCC	07/01/10	06/30/11	120010-850101	M,T,W,TH,F
Ortega, Lorena	GWC	05/20/10	06/30/10	813001-361801	M,T,W,TH,F
	GWC	07/01/10	06/30/11	813001-361801	M,T,W,TH,F
Wang, Michelle	CCC	07/01/10	06/30/11	818030-879910	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Carrillo, Jesse	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Krang, Colbert	GWC	05/20/10	06/30/10	124006-361518	M,T,W,TH,F
	GWC	07/01/10	06/30/11	124006-361518	M,T,W,TH,F
Lee, Amy	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Luu, Christina	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Nguyen, Albert	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Patton III, Artist	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Pinuelas, Alison	CCC	07/01/10	06/30/11	818030-879910	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
Jakubauskas, Minaugas	GWC	05/22/10	06/30/10	813020-381401	S,SU
	GWC	07/01/10	06/30/11	813020-381401	S,SU
Lisenby, John	GWC	05/20/10	06/30/10	110001-385303	S,SU
	GWC	07/01/10	06/30/11	110001-385303	S,SU
Ngo, John	GWC	05/20/10	06/30/10	813020-381401	S,SU
	GWC	07/01/10	06/30/11	813020-381401	S,SU
Sanchez Jr., Antonio	GWC	05/20/10	06/30/10	813020-381401	S,SU

	GWC	07/01/10	06/30/11	813020-381401	S,SU
Torres, Eddie	GWC	05/20/10	06/30/10	813020-381401	S,SU
	GWC	07/01/10	06/30/11	813020-381401	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Finger, Abbigail	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Gordon, Sherill	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Kiser, Kerry	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Lapier, Devon	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Le, Steven	CCC	07/01/10	06/30/11	818030-879910	M,T,W,TH,F
Lovat, Allison	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Moreno, Erich*	OCC	04/30/10	06/30/10	812025-286305	M.T.W.TH,F
	OCC	07/01/10	06/30/11	812025-286305	M.T.W.TH,F
Moreno, Fernanda	GWC	06/10/10	06/30/10	813001-317102	M,T,W,TH,F
	GWC	07/01/10	08/17/10	813001-317102	M,T,W,TH,F
Perry, Guy	OCC	05/20/10	06/30/10	812035-212813	M,T,W,TH,F
	OCC	07/01/10	06/30/11	812035-212813	M,T,W,TH,F
Seufert, Dana	GWC	07/01/10	06/30/11	110001-324501	M,T,W,TH,F

*Justification: Paperwork late from campus.

11. Substitute Classified

None.

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

Hoang, Timothy, GWC

14. Student Workers

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

Golden West College

Alaalatoa, Vanessa
Bemmer, William

Bonner, Natasha
Calderon, Joaquin
Castro, Diego
Gadia, Myramay
Ho, Thuy
Le Beau, Michelle
Moreno, Rachel
Newberg, Stacey
Pham, Hiep-Huy
Phan, Nghia
Phan, Sandy
Rehnamoun, Iraj
Shahkarimova, Ofeliya
Tran, Thi

Special Meeting

Board of Trustees

Coast Community College District

District Board Room

May 20, 2010 12:30 p.m.

Minutes

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

1. **Call to Order**

   Board President Jerry Patterson called the meeting to order at 12:52 p.m.

2. **Roll Call**

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

   Trustees Absent: Student Trustee Robert Lane was excused from the meeting.

3. **Opportunity for Public Comment**

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

4. **Convene to Closed Session**

   The meeting convened to Closed Session at 12:54 p.m. to discuss the following items:

   a. Public Employment (Pursuant to Government Code Section 54957 (b) (1))
   Position: Vice Chancellor, Human Resources

5. **Reconvene to Open Session**

   The meeting reconvened to Open Session at 5:34 p.m.

6. **Report of Action from Closed Session**

   There was no report of action from Closed Session.

7. Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Mr. 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 5:35 p.m.

_____

Secretary of the Board of Trustees

Special Meeting

Board of Trustees

Coast Community College District

District Board Room

May 21, 2010 8:30 a.m.

Minutes

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 21, 2010 in the Board Office at the District Office.

1. **Call to Order**

   Board President Jerry Patterson called the meeting to order at 8:47 a.m.

2. **Roll Call**

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

   Trustees Absent: Student Trustee Robert Lane was excused from the meeting.

3. **Opportunity for Public Comment**

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

4. **Convene to Closed Session**

   The meeting convened to Closed Session at 8:48 a.m. to discuss the following items:

   a. Public Employment (Pursuant to Government Code Section 54957 (b) (1))
   Position: Vice Chancellor, Human Resources

   b. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)

   Unrepresented Employee: Vice Chancellor of Human Resources

   District Negotiators: Trustee Jerry Patterson, Board President, Dr. Ding-Jo Currie, Chancellor

5. Reconvene to Open Session

The meeting reconvened to Open Session at 2:41 p.m.

6. Report of Action from Closed Session

There was no report of action from Closed Session.

7. Adjournment

There being no further business, it was moved by Mr. Moreno and seconded by Mr. 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 2:42 p.m.

_____

Secretary of the Board of Trustees

Special Meeting / Study Session

Board of Trustees

Coast Community College District

District Board Room

May 26, 2010

4:00 p.m. Closed Session, 5:00 p.m. Open Session

Minutes

A Special Meeting / Study Session of the Board of Trustees of the Coast Community College District was held on May 26, 2010 in the Board Office at the District Office.

1. **Call to Order**

   Board President Jerry Patterson called the meeting to order at 4:00 p.m.

2. **Roll Call**

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

   Trustees Absent: None

3. **Opportunity for Public Comment**

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

4. **Convene to Closed Session**

   The meeting convened to Closed Session at 4:01 p.m. to discuss the following items:

   a. Public Employment (Pursuant to Government Code Section 54957 (b) (1))
   Position: Vice Chancellor, Human Resources

b. Conference with Labor Negotiators (Pursuant to Government Code Section 54957.6)

Agency Negotiators: Trustee Jerry Patterson, Board President, and Dr. Ding-Jo Currie, Chancellor

Unrepresented Employee: Vice Chancellor of Human resources

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

Position : Chancellor

d. Conference with Legal Counsel: Anticipated Litigation (Pursuant to Subsection "b" of Governemnt Code Section 54956.9)

Threatened Litigation by William Lin

e. Public Employee Discipline/Dismissal/Release (Pursuant to Governemnt Code Section 54957)

5. Reconvene to Open Session

The meeting reconvened to Open Session at 5:21 p.m.

6. Report of Action from Closed Session

Board President Patterson, reported that on a motion by Dr. Prinsky and seconded by Mr. Howald, the Board voted unanimously to appoint Deborah Hirsh as Vice Chancellor, Human Resources.

Motion carried with the following vote:

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

Dr. Teeter, Secretary of the Board of Trustees reported that on a motion by Mr. Howald and seconded by Mr. Patterson, the Board approved the settlement agreement for William Lin as referenced in Agenda Item 4d, Conference with Legal Counsel: Anticipated Litigation (Pursuant to Subsection "b" of Governemnt Code Section 54956.9), Threatened Litigation by William Lin.

Motion carried with the following vote:

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

7. Pledge of Allegiance – Trustee Jim Moreno

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

8. Opportunity for Public Comment

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

9. Approval of Employment Agreement for Vice Chancellor of Human Resources Position

It was moved by Dr. Prinsky and seconded by Mr. Patterson to approve the Employment Agreement with Deborah Hirsh for the Vice Chancellor of Human Resources position. (See appendix A, pages 7-8)

Begin Study Session

10. Board of Trustees' Study Session: Coast Community College District Budget

10.01 State Budget Update and Chancellor's Report on Tentative Fiscal Year 2010-11 Budget (30 Minutes)

Dr. Ding-Jo Currie, Chancellor and CM Brahmbhatt, Vice Chancellor of Administrative Services provided the Board with a presentation and update on the status of the budget for the Coast Community College District. (See appendix B, pages 9-34)

10.02 Round Table Discussion with Constituency Groups (1 Hour)

The following individuals addressed the Board with statements and comments on behalf of their constituency group.

Coast Federation of Educators
Dean Mancina, President (See appendix C, pages 35-36)

Coast Federation of Classified Employees
Neal Kelsey, Executive Director

Coast Community College Association/California Teachers Association
Barbara Price, President

Coast District Management Association
Vince Rodriguez, Representative (See appendix D, page 37)

Association of Confidential Employees
Lynne Thissell, President

Coastline Community College Academic Senate
Nancy Jones, President

Golden West College Academic Senate
Diane Restelli, President

Orange Coast College Academic Senate
Vesna Marcina, President Elect

Coastline Community College Student Advisory Council
Lee Fuller, President

Associated Students of Golden West College
Associated Students of Orange Coast College

10.03 Comments from the Board of Trustees

Board members provided individual comments.

Board President Pattson recessed the meeting at 7:30 p.m. for a brief break.

Board President Patterson reconvened the meeting at 7:44 p.m.

End Study Session

11. Board Action to Provide General Direction for the Preparation of a Draft Tentative Budget and Call for a Public Hearing on the Tentative Budget Adoption for June 23, 2010

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to direct staff to consider all information from testimony provided at the May 26, 2010 Special Meeting / Study Session in formulating a balanced tentative budget for consideration at the Public Hearing on June 23, 2010 with direction for minimal use of one-time funds.

Motion carried with the following vote:

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

12. Staff Presentation and Board Discussion of District Vision 2010

Martha Parham, Director, Marketing and Public Affairs provided the Board with a presentation of District Vision 2010. Following discussion, Board Members provided input and suggested changes. This item will be brought back before the Board at a later date for approval.

There being no further business, it was moved by Mr. Lane and seconded by Mr. 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 8:23 p.m.

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Secretary of the Board of Trustees

Appendices

Page

A. Press Release for Vice Chancellor of Human Resources..... 7-8
B. CCCD Budget Workshop.....9-34
C. CFE Statement..... 35-36
D. CDMA Statement..... 37

Appendix A

Coast Community College District

CONTACT:
Martha Parham
District Director, Public Affairs
(714) 438-4605

May 26, 2010

NEWS

Coast District Trustees Select Hirsh to Lead Human Resources for Multi-College District

Former Navy Captain appointed Vice Chancellor of Human Resources beginning July 1, 2010

Costa Mesa, Cal. – At their recent meeting, the Board of Trustees appointed Deborah Hirsh as Vice Chancellor of Human Resources for the Coast Community College District. Hirsh will begin as Vice Chancellor on July 1, 2010.

Hirsh has over 20 years of human resources experience, including many years in the United States Navy. Most recently, Hirsh served as the Senior Associate Vice Chancellor of the Los Angeles Community College District.

"Ms. Hirsh's experience as a leader in human resources is extensive," said Board President Jerry Patterson. "She has been recognized for her strategic revitalization of human resource practices within large educational institutions. The Board is impressed with Ms. Hirsh's record of organizational and collective bargaining accomplishments," Patterson continued.

""Coast Community College District with its three leading edge colleges enjoys a national reputation for its people and for excellence in providing innovative educational programs," Hirsh said. "I am thrilled for the opportunity to join CCCD's executive team to help in realizing the District's exciting vision for the future."

"Ms. Hirsh will bring new perspectives from her vast human resource experience, not only from other school districts but also from her lengthy military career," said Dr. Ding-Jo Currie, Chancellor. "With our significantly reduced staff next year, Ms. Hirsh has much work ahead of her in providing the necessary leadership for our three colleges and the district site. We look forward to having her start in July."

--More --

Hirsh earned an MBA from California State University, Stanislaus and a BA in Anthropology and Physics from the University of Colorado.

Hirsh currently serves as the Interim Senior Vice Chancellor for Human Resources at the Los Angeles Community College District (LACCD). As the chief human resources officer, Hirsh provides leadership for operational human resources as well as labor negotiations. Hirsh has also worked as a dean of students for the U.S. Navy.

The Coast Community College District is headquartered in Costa Mesa and is the ninth largest district in the country. The District's three colleges - Coastline Community College in Fountain Valley, Golden West College in Huntington Beach and Orange Coast College in Costa Mesa - serve over 60,000 students each year providing traditional degree and transfer opportunities, career and technical training, basic skills, English as a Second Language and other community programs.

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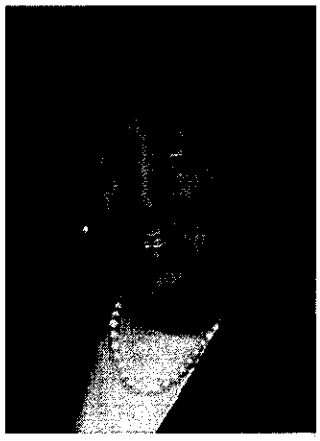
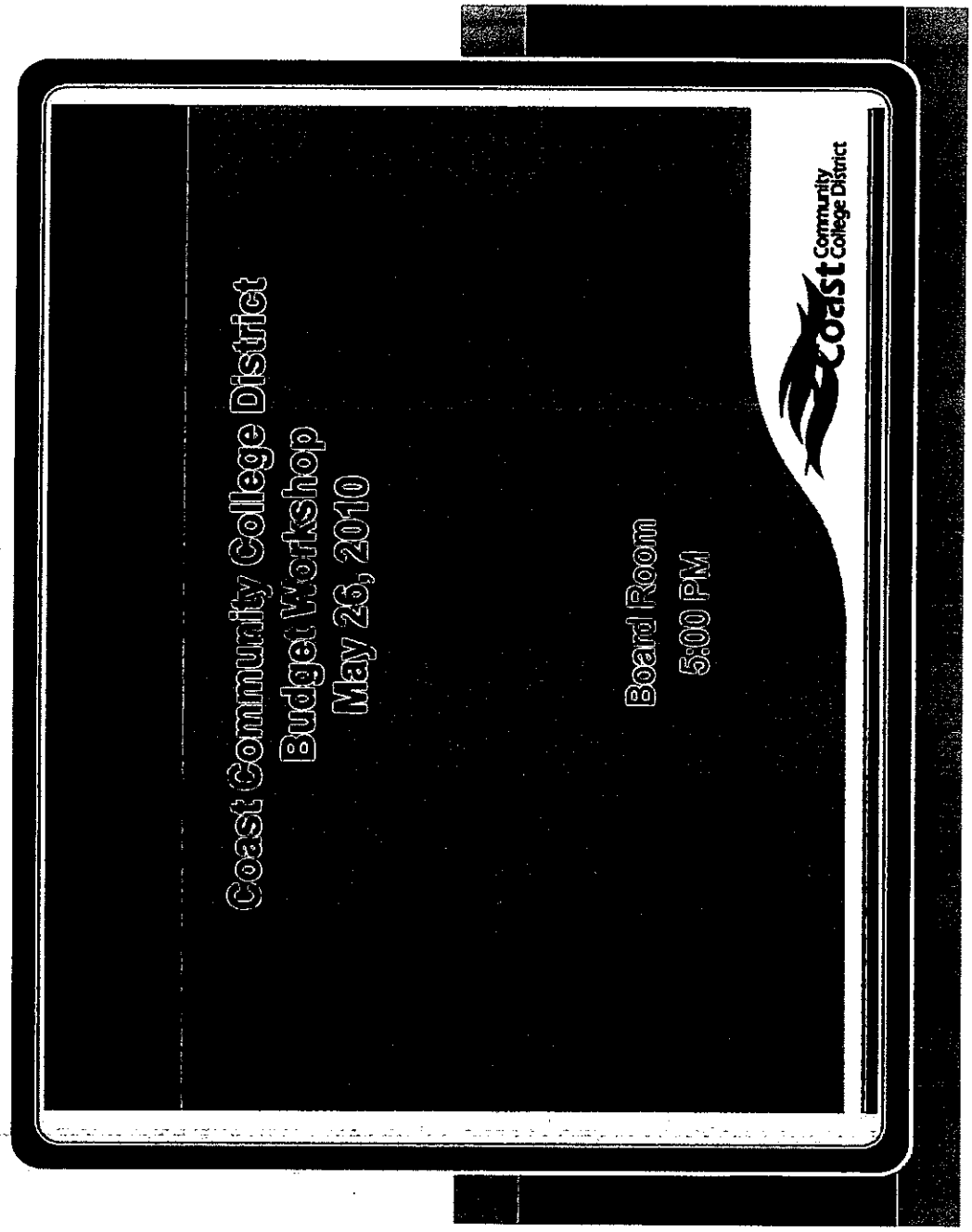
Editors: Photo of Ms. Hirsh attached.



Appendix B


Coast Community College District
Budget Workshop
May 26, 2010
Board Room
5:00 PM
CoaSt Community College District

CM Brahmbhatt

From: Skinner, Erik [eskinner@CCCCO.EDU]
Sent: Friday, May 14, 2010 1:55 PM
To: SO2CBO@LISTSERV.CCCNEXT.NET
Subject: Budget Update--May 14, 2010 May Revision

Dear Colleagues:

This afternoon, Governor Schwarzenegger released his May Revision which offers adjustments to his January budget proposal. The updated budget plan, based on the Administration's latest revenue and expenditure estimates, will frame the remainder of this year's legislative budget process. With the basic parameters now in focus, the Capitol's budget deliberations will begin in earnest.

As expected, the size of the overall budget shortfall has not changed significantly from the magnitude identified in January. Whereas the January budget proposal contained an estimate of $19.9 billion, the May Revision identifies an estimated budget shortfall of $19.1 billion. What has changed is that many of the solutions proposed by the Governor in January are no longer available. Most significantly, $6.9 billion that the Governor planned on getting from the federal government did not fully materialize.

To make up for these lost solutions, the Governor relies almost exclusively on deep budget cuts in health and human services program. Among these is the total elimination of CalWORKS welfare to work program ($1.1 billion) and deep cuts to In-Home-Supportive Services ($637 million). By anyone's standards these are brutal cuts that, if enacted, would represent a drastic reduction in the safety net available to California's most vulnerable citizens. Even the Governor's spokesman referred to the proposed cuts as "terrible."

Protecting Higher Education

As expected, funding for UC, CSU, and the California Community Colleges in the May Revision essentially mirrors the Governor's Budget released in January. In late April, Governor Schwarzenegger made public statements emphasizing the need to maintain the state's investment in higher education and threatening to veto any budget sent to him by the Legislature that provided less funding for higher education than proposed in his January budget.

In the May Revision, the Governor upped the ante by retracting his January proposals to reduce funding for CalGrant student financial aid. For community college students, the most notable item in the Governor's earlier proposal was the elimination of new Competitive CalGrant awards. The Governor now supports full funding for new Competitive CalGrant Awards in 2010-11 and has stated he will veto any budget that does not contain this funding. This change in position is a very positive development and reflects a willingness on the part of the Administration to engage with the higher education segments and student leaders.

California Community Colleges

For the California Community Colleges, the May Revision remains virtually unchanged from the Governor's Budget released in January. Key features, consistent with the January proposal include:

> ***2.2 percent enrollment growth ($126 million).*** This proposed augmentation would fund approximately 26,000 full-time equivalent students and help the colleges respond to the tremendous enrollment demand they are currently experiencing.

- 0.38% COLA (-$22.9 million). While the economic factors used to calculate the COLA have changes slightly since January, the Administration chose not to update this figure.

Changes to the January budget proposal are as follows:

- A downward revision of $6 million in 2010-11 local property tax revenues. The Governor proposes an augmentation of $6 million in state funding to offset this reduction.
- A reduction of approximately $6 million in federal TANF funds as a result of his proposed elimination of the CalWORKs program. In addition, the Governor proposes that the $26.7 million in state funding previously provided for CCC CalWORKs be redirected to support any categorical expenditure through the Categorical Flexibility provision.

Cash Shortfalls

The May Revision notes that the state continues to face an extremely tight cash position. While no new proposals are made to address these challenges, the Governor does indicate that the Department of Finance, State Controller, and State Treasurer will continue to monitor the situation and present additional solutions as needed. This indicates a risk of additional funding deferrals being enacted.

Need for Continued Advocacy

While today's budget announcement contains much bad news, there is no question that the Governor has done everything possible to protect higher education, including the California Community Colleges. For this we owe him our appreciation and support. I encourage you to communicate your appreciation to the Governor and also express support for the May Revision in your dealings with your local legislators and the media.

We must be aware that the May Revision is not the finish line. As the budget process moves forward and the Legislature begins meaningful deliberation, state leaders will continue to wrestle with the tough choices before them. It is essential that we continue making our case that investment in the California Community Colleges will help to meet California's most pressing education and training needs. Keeping our doors open for California's unemployed, high school graduates, students displaced from UC and CSU, and returning veterans is the best bet for spurring a strong economic recovery and a brighter future for our state.

Regards,

Erik Skinner

Vice Chancellor for Fiscal Policy
California Community Colleges,
Chancellor's Office
1102 Q Street
Sacramento, CA 95811-6549
eskinner@cccco.edu
direct line: 916-323-7007
fax: 916-323-8245
twitter: CCCBUDGETNEWS

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CM Brahmbhatt

From: Scott Lay [scottlay@ccleague.org]
Sent: Friday, May 14, 2010 1:52 PM
To: CM Brahmbhatt
Subject: Governor releases revised budget proposal

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

May 14, 2010

Dear C.M.,

Today, Governor Schwarzenegger issued the anticipated revision to his January budget proposal. While the governor proposes additional deep cuts to many health and human service programs, there are few changes to the community college budget. This is a testament to the hard work the faculty and staff of our colleges have been doing to accommodate burgeoning student enrollment demand.

The League's Director of Fiscal Policy, Theresa Tena, and I will be reviewing the detailed documents as they become available and try to get our questions answered at a briefing with the Department of Finance at 4pm. From what has been released, aside from changes to general fund amounts in conjunction with changes in property tax and oil/mineral revenues, the **community college budget remains largely unchanged.** There is no proposed change to the $26/unit community college fee.

However, the proposal includes a huge victory for community colleges, as the **governor has withdrawn his proposal to suspend the Competitive Cal Grants program** and included the $45.5 million to fund new grants in the 2010-11 fiscal year.

Let me take a moment to **thank League Regional Representatives Stacy Berger and Elaine Reodica** who have worked particularly hard with local districts, students, and organizations on opposing the Competitive Cal Grant elimination.

There may be a further **small reduction in cost-of-living adjustment,** as it's included in the listing of K-12 budget changes to which our COLA normally is tied, but not specifically broken out for community colleges. The 2.21% enrollment growth is maintained, as are the disappointing cuts to EOPS ($5 million) and part-time faculty compensation ($5 million), which are proposed to fund a $10 million increase in career-technical education.

We will be posting technical updates that we get on the League's twitter stream at:

- http://www.twitter.com/ccleague

An updated budget chart will be posted by Monday at:

- http://www.ccleague.org/i4a/pages/index.cfm?pageid=3320

Budget-related questions can be e-mailed to budget@ccleague.org and will be answered as quickly and accurately as possible by League staff.

In his press conference, the governor said that he would not sign a budget that does not include "budget reform" and "pension reform." Asked by reporters for clarification, he indicated that budget reform could include both tax reform and the creation of a "rainy day" fund. On pension reform, he has called for repealing the augmentations to pension adopted in the 1999-2001 period.

The governor closes what he identifies as a $19.1 billion budget gap through:

- Budget cuts: $12.4 billion
- Federal funds: $3.4 billion
- Alternative funding/fees: $1.3 billion
- Fund shifts: $2.1 billion

While community colleges fared well in this proposal, the devastating cuts to our student success and operational categoricals included last year continue and many colleges will continue to make difficult reductions. Further, a proposed $1.2 billion elimination of child care services under Proposition 98 and the proposed elimination of CalWORKs will likely affect many community college student parents.

We are likely looking at a prolonged summer budget fight. Many of the solutions proposed by the governor will be very difficult for Democratic legislators to swallow, and the injection of budget and pension reform could complicate the closing of the budget gap. Nevertheless, we appreciate the governor's continued support to keeping the doors open at community colleges and we remain well positioned for this budget fight.

Thank you for keeping your focus on student access, equity and success.

Sincerely,

Scott Lay
President and Chief Executive Officer
Orange Coast College '94

Community College League of California
2017 O Street, Sacramento, California 95811
916.444.8641 . www.ccleague.org

COAST COMMUNITY COLLEGE DISTRICT
ADMINSTRATIVE SERVICES

	2008/09	2009/10	2010/11 NEW COSTS	2010/11 BUDGET CUTS	2010/11 (ESTIMATED)
Adjusted Budget	198,358,773	194,620,090	6,645,000	(11,300,000)	189,965,090
Actual Expense	193,074,383				

Budget Shortfall Forecast for Future Years as of 5/7/10

	2010-11	2011-12	2012-13
A) 2009-10 Budget Reduction (covered by one-time funds)	$ 5,822,688	$ 5,822,688	$ 5,822,688
Negative State COLA (.38%)	$ 648,363	$ 648,363	$ 648,363
Board Election	$ 550,000	$ -	$ 550,000
Estimated Mandatory Increase			
STRS (0%, 1%, 2%)	$ -	$ 535,000	$ 1,070,000
PERS (1.0%, 2.4%, 4.5%)	$ 430,000	$ 1,032,000	$ 1,936,000
UIC (.42%)	$ 515,000	$ 515,000	$ 515,000
	$ 7,966,051	**$ 8,553,051**	**$10,542,051**
B) To Protect Categorical Contract Employees	**$ 1,500,000**	**$ 1,500,000**	**$ 1,500,000**
C) Negotiable Items			
Salary Increase			
CFE (10/11 increase .75%)	$ 400,000	$ 400,000	$ 400,000
CFCE/Classified (unfunded 09/10)	$ 450,000	$ 450,000	$ 450,000
CCA	unknown	unknown	unknown
CDMA/Other	unknown	unknown	unknown
Health Benefits	$ 3,000,000	$ 4,000,000	$ 5,000,000
Step & Column	$ 1,200,000	$ 2,400,000	$ 3,600,000
	$ 5,050,000	**$ 7,250,000**	**$ 9,450,000**
TOTAL SHORTFALL	**$14,516,051**	**$17,303,051**	**$21,492,051**
CUMULATIVE SHORTFALL	**$14,516,051**	**$31,819,102**	**$53,311,153**

Assumptions

- There will be a negative COLA for 2010/11 and zero the following 2 years
- Statewide Growth Funds of 2.2% available for 2010/11 only. District share is unknown.
- Faculty contract will expire June 30, 2011.
- CFE/Classified and CCA Contract will expire June 30, 2010.
- District will backfill categorical contract employees up to $1.5 million to protect contract employees' jobs.

CCCD HEALTH BENEFITS REPORT 2010-2011 TENTATIVE BUDGET

MEDICAL PLANS MONTHS	2005-06 ACTUAL	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ACTUAL	2009-10 ACTUAL	DIFFERENCE 09-10 to 08-09	% (+ OR -)	PROJECTED % INCREASE FOR 2010-11	PROJECTED $ TOTAL FOR 2010-11	5/7/2010 PROJECTED $ INCREASE FOR 2010-11
SELF INSURED MEDICAL PLAN CLAIMS										
JULY	$603,787	$659,221	$705,041	$716,138	$868,178	$152,040	21.23%	0.00%	$894,223	$26,045
AUGUST	824,244	756,207	926,666	983,547	880,789	($102,758)	-10.45%	0.00%	$907,213	$26,424
SEPTEMBER	592,315	1,110,597	800,773	1,111,553	1,097,892	($13,661)	-1.23%	0.00%	$1,130,829	$32,937
OCTOBER	841,919	787,018	970,851	932,191	810,021	($122,170)	-13.11%	0.00%	$834,322	$24,301
NOVEMBER	839,256	961,882	880,450	724,117	827,418	$103,301	14.27%	0.00%	$852,241	$24,823
DECEMBER	477,923	330,690	423,536	376,407	389,983	$13,576	3.61%	0.00%	$401,682	$11,699
JANUARY	1,330,059	1,177,552	1,231,733	1,239,669	1,407,278	$167,609	13.52%	0.00%	$1,449,496	$42,218
FEBRUARY	611,900	779,678	1,547,630	757,328	762,132	$4,804	0.63%	0.00%	$784,996	$22,864
MARCH	832,175	696,638	957,875	880,284	1,269,639	$389,355	44.23%	0.00%	$1,112,019	($157,620)
APRIL	733,674	912,334	912,723	1,013,498	779,900	($233,596)	-23.05%	0.00%	$803,297	$23,397
MAY	1,026,284	999,079	951,760	924,605	950,000	$25,395	2.75%	0.00%	$978,500	$28,500
JUNE	743,484	796,505	792,134	1,105,839	800,000	($305,839)	-27.66%	0.00%	$824,000	$24,000
EXCESS CLAIMS	-108,098	-100,778	-702,734	-406,977	-268,210	$138,767	0.00%	0.00%	$0	$0
TOTAL	9,348,922	9,866,623	10,398,438	10,368,197	10,575,020	216,823	2.09%	3.76%	10,972,818	$397,798
AVERAGE	*779,077*	*822,219*	*866,537*	*863,183*	*881,252*	*18,069*	*2.09%*	*3.76%*	*914,401*	*$33,150*
PRESCRIPTION DRUG PROGRAM										
12 MONTHS	4,628,350	4,948,745	5,088,954	5,466,536	6,300,000	$833,464	15.25%	8.00%	$6,804,000	$504,000
AVERAGE	*385,696*	*412,395*	*424,080*	*455,545*	*525,000*	*$69,455*	*15.25%*	*8.00%*	*$567,000*	*$42,000*
PRESCRIPTION ADMINISTRATIVE FEE										
12 MONTHS	9,900	14,903	20,509	12,366	13,800	$1,434	11.60%	0.00%	$13,800	$0
STOP-LOSS INSURANCE										
12 MONTHS	635,444	780,484	835,358	940,620	929,024	($11,596)	-1.23%	15.00%	$1,068,378	$139,354
ADMINISTRATIVE FEE - PCA										
12 MONTHS	461,351	503,894	492,823	510,094	540,000	$29,906	5.86%	5.00%	$567,000	$27,000
CONSULTANT FEE - DRIVER										
12 MONTHS	55,000	55,000	55,000	55,000	55,000	$0	0.00%	0.00%	$55,000	$0
CONVERSION FEE										
12 MONTHS	6,738	6,654	6,387	6,217	5,968	($249)	-4.01%	0.00%	$5,968	$0
TOTAL SELF INSURED MEDICAL PLAN										
12 MONTHS	15,145,705	16,176,303	16,897,469	17,349,030	18,418,812	1,069,782	6.17%	5.80%	19,486,964	1,068,152
# OF EMPLOYEES	1,410	1,396	1,398	1,390	1,367				1,367	
PER EMPLOYEE COST	10,742	11,588	12,087	12,481	13,474				14,255	
KAISER										
12 MONTHS	1,977,785	2,205,931	2,466,019	2,747,396	3,090,000	342,604	12.47%	5.75%	$3,267,760	177,760
PACIFICARE										
12 MONTHS	3,653,890	4,190,042	4,961,678	5,786,161	6,540,000	753,839	13.03%	3.94%	$6,797,860	257,860
TOTAL HMO										
12 MONTHS	5,631,675	6,395,973	7,427,697	8,533,557	9,630,000	1,096,443	12.85%	4.52%	10,065,620	435,619
# OF EMPLOYEES	709	752	811	888	883				883	
PER EMPLOYEE COST	7,943	8,505	9,159	9,610	10,906				11,399	
TOTAL ALL MEDICAL PLANS										
12 MONTHS	20,777,380	22,572,276	24,325,166	25,882,587	28,048,812	2,166,225	8.37%	5.36%	29,552,584	1,503,772
# OF EMPLOYEES	2,119	2,148	2,209	2,278	2,250				2,250	
PER EMPLOYEE COST	9,805	10,509	11,012	11,362	12,466				13,134	

CCCD HEALTH BENEFITS REPORT 2010-2011 TENTATIVE BUDGET

MONTHS	2005-06 ACTUAL	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ACTUAL	2009-10 ACTUAL	DIFFERENCE 09-10 to 08-09	% (+ OR -)	PROJECTED % INCREASE FOR 2010-11	PROJECTED $ TOTAL FOR 2010-11	PROJECTED $ INCREASE FOR 2010-11
SELF INSURED DENTAL PLAN CLAIMS										
12 MONTHS	2,366,274	2,490,517	2,614,175	2,749,874	2,850,000	$100,126	3.64%	2.82%	$2,930,328	80,328
# OF EMPLOYEES	2,037	2,068	2,076	2,110	2,088				2,088	
PER EMPLOYEE COST	1,162	1,204	1,259	1,303	1,365				1,403	
VISION SERVICE PLAN/VISION SERVICE PLAN ADMINISTRATIVE FEE										
12 MONTHS	372,127	392,740	388,259	384,770	400,000	15,230	3.96%	1.94%	$407,754	7,754
# OF EMPLOYEES	1,946	1,976	1,965	1,978	1,944				1,944	
PER EMPLOYEE COST	191	199	198	195	206				210	
LIFE INSURANCE										
12 MONTHS	$785,311	$949,748	$1,058,802	$1,093,745	$1,120,000	$26,255	2.40%	0.00%	$1,120,000	$0
LONG-TERM DISABILITY INSURANCE										
12 MONTHS	328,973	428,454	457,830	480,136	495,000	$14,864	3.10%	10.00%	$544,500	$49,500
CARE RESOURCES										
12 MONTHS	41,815	14,778	45,303	47,678	49,000	$1,322	2.77%	0.00%	$49,000	$0
MEDICARE REIMBURSEMENT										
12 MONTHS	315,918	327,005	319,284	331,791	350,000	$18,209	5.49%	0.00%	$350,000	$0
MISC.										
12 MONTHS	0	0	0	0	0	$0	0.00%	0.00%	$0	$0
TOTAL OTHER	1,472,017	1,719,985	1,881,229	1,953,350	2,014,000	60,650	3.10%	2.46%	2,063,500	$49,500
TOTAL ALL PLANS	24,987,798	27,175,518	29,208,829	30,970,581	33,312,812	2,342,231	7.56%	4.93%	34,954,166	1,641,354
REBATES & EMPLOYEE CONTRIBUTIONS	2,841,695	3,177,521	3,122,621	3,670,987	3,800,000	129,013	3.51%	1.00%	$3,838,000	38,000
NET COST - ALL PLANS	22,146,103	23,997,997	26,086,208	27,299,594	29,512,812	2,213,218	8.11%	5.43%	31,116,166	1,603,354
# OF EMPLOYEE	2,089	2,144	2,172	2,203	2,176				2,176	
PER EMPLOYEE COST	10,601	11,193	12,010	12,392	13,563	1,171	9.45%	5.43%	14,300	737

CCCD HEALTH BENEFITS REPORT 2010-2011 TENTATIVE BUDGET

PROJECTIONS PROVIDED BY DRIVER ALLIANT FOR 2010-2011 AS OF 4/15/10 BASED ON PAID CLAIMS.

MEDICAL	SINGLE	MONTHLY RATE		FAMILY	MONTHLY RATE	TOTAL
SELF INSURED	631	$589.54		736	$1,700.97	$19,486,964
KAISER	134	$440.00		193	$1,140.00	$3,267,760
PACIFICARE	171	$495.00		386	$1,285.00	$6,797,860
TOTAL	936			1,315		
TOTAL MEDICAL						$29,552,584
DENTAL	742	$57.00		1,346	$150.00	$2,930,328
VISION	651	$8.50		1,293	$22.00	$407,754
OTHER INSURANCE						$2,063,500

TOTAL PROJECTED WITHOUT RESERVE FOR RUNOUT CLAIMS	$34,954,166
FUNDS AVAILABLE FROM EMPLOYEES & RETIREES	$3,838,000
GENERAL FUND CONTRIBUTION REQUIRED FOR HEALTH INSURANCE	$31,116,166
# OF EMPLOYEES COVERED	2,176
PER EMPLOYEE COST FOR 2010-11	14,300
NET $ INCREASE FROM ACTUAL 2009-10 TO PROJECTED COST FOR 2010-11	$1,603,354
NET % INCREASE FROM ACTUAL 2009-10 TO PROJECTED COST FOR 2010-11	5.43%
NET $ INCREASE FROM BUDGETED 2009-10 TO PROJECTED COST FOR 2010-11	$3,007,535
NET % INCREASE FROM BUDGETED 2009-10 TO PROJECTED COST FOR 2010-11	10.99%
AVAILABLE RESERVE AS OF 6/30/10 FOR RUNOUT CLAIMS	$0
PROJECTED RESERVE REQUIRED FOR IBNR MEDICAL CLAIMS AS OF 6/30/10	$1,700,000

DISTRICT ADMINISTRATION IS RECOMMENDING FUNDING OF $ 14,300.00 PER EMPLOYEE BASED ON HISTORICAL PERFORMANCE OF LAST TEN YEARS.

Coast Community College District
Administrative Services

	Fall 2009 Census	ENDS (from General Fund)	ENDS General Fund %	VACANCIES (from General Fund)	VACANCIES General Fund %	Total from ENDS and Vacancies	Percent from ENDS & Vacancies
Faculty	482	41	9%	14	3%	55	11%
Classified	816	19	2%	19	2%	38	5%
Managers	151	5	3%	8	5%	13	9%
Confidential	14	1	7%	1	7%	2	14%
Total	1463	66	5%	42	3%	108	7%

Summary ENDS Program Statistic and Vacants - FINAL
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: District-wide

	Total # of Employees	Current Salary	Statutory Benefits	Health Benefits	Total
General Fund:					
Faculty - ENDS Retirements	38	4,066,620	534,823	-	4,601,443
Faculty - Vacants	13	718,120	101,400	-	819,520
	51	4,784,740	636,223	-	5,420,963
Counselor - ENDS Retirements	3	364,188	46,373	-	410,561
Counselor - Vacants	1	61,553	8,691	-	70,244
	4	425,741	55,064	-	480,805
Classified - ENDS Retirements	17	992,099	211,697	-	1,203,796
Classified - ENDS Resignations	2	83,115	17,754	25,600	126,469
Classified - Vacants	19	833,790	185,685	-	1,019,475
	38	1,909,004	415,136	25,600	2,349,740
Confidential - ENDS Retirements	1	75,712	16,172	-	91,884
Confidential - ENDS Resignations	0	-	-	-	-
Confidential - Vacants	1	70,367	15,671	-	86,038
	2	146,079	31,843	-	177,922
Managers - ENDS Retirements	5	587,228	97,374	-	684,602
Managers - ENDS Resignations	0	-	-	-	-
Managers - Vacants	8	827,625	144,474	-	972,099
	13	1,414,853	241,848	-	1,656,701
General Fund Totals:	108	8,680,417	1,380,113	25,600	10,086,130

Gross GF Savings		10,086,130
PT Faculty Backfill	51 x $45,000	2,295,000
Net GF Savings		7,791,130

Impact on 50% Law

Gross FT Faculty Savings	5,420,963
PT Faculty Backfill	2,295,000
Net GF Decrease in Faculty Cost	3,125,963
Net GF Savings	7,791,130
x 50%	3,895,565
Less Net GF Decrease in Faculty Cost	3,125,963
Net Impact on 50% Law	769,602

Ancillary Funds:					
Faculty - ENDS Retirements	0	-	-	-	-
Faculty - Vacants	0	-	-	-	-
Counselor - ENDS Retirements	1	109,807	22,692	-	132,499
Counselor - Vacants	0	-	-	-	-
		109,807	22,692	-	132,499
Classified - ENDS Retirements	4	211,926	45,268	-	257,194
Classified - ENDS Resignations	1	53,366	11,385	12,800	77,551
Classified - Vacants	20	801,854	179,367	12,800	994,021
		1,067,146	236,020	25,600	1,328,766
Confidential - ENDS Retirements	0	-	-	-	-
Confidential - ENDS Resignations	0	-	-	-	-
Confidential - Vacants	0	-	-	-	-
Managers - ENDS Retirements	5	514,046	98,902	-	612,948
Managers - ENDS Resignations	0	-	-	-	-
Managers - Vacants	2	160,337	30,461	-	190,798
		674,383	129,363	-	803,746
Ancillary Fund Totals:	33	1,851,336	388,075	25,600	2,265,011

Funds Available Summary

2010/2011

Coast CCD Administrative Svs

Site	Alloc %	GF Savings	Fac Backfill	Net Savings	Target Reduction	Available
					7,791,130	
District	9.09%	993.248	0	993,248	708,214	285,034
CCC	16.23%	1,372,967	180,000	1,192,967	1,264,500	(71,533)
GWC	28.38%	4,472,482	1,305,000	3,167,482	2,211,123	956,359
OCC	46.30%	3,247,433	810,000	2,437,433	3,607,293	(1,169,860)
	100.00%	10,086,130	2,295,000	7,791,130	7,791,130	0

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: District Office - General Fund

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Classified - Retirements										
	* EE	48	Staff Aide	P06521	B	56,769	12,018		GF	68,787
	* EE	59	Appl Prog Anl	P01004	B	75,510	16,129		GF	91,639
	* EE	48	Payroll Technician	P02943	B	57,437	12,160		GF	69,597
	* EE	59	Applic Prg Analyst	P03700	B	75,510	16,129		GF	91,639
	* EE	48	Hr Specialist	P06309	B	57,596	12,303		GF	69,899
5						322,822	68,739			391,561
Classified - Resignations										
	EE	42	Public Info Asst 1	P06322	B	45,335	9,684	12,800	GF	67,819
1										
Classified - vacants										
	EE	48	Staff Aid 75%	P01621	B	37,835	8,426		GF	46,261
	EE	54	Graphic Designer 50%	P06205	B	29,248	6,514		GF	35,762
2						67,083	14,939			82,022
Confidential - Retirements										
	* JJ	58	Exec Asst to Vc	P02092	B	75,712	16,172		GF	91,884
1										
Confidential - Vacants										
	JJ	56	Staff Assistant, Sr	P03564	B	70,367	15,671			86,038
1										
Managers - Retirements										
	GG	24	Man Employee Benefits	P04018	B	113,624	23,270		GF	136,894
1						113,624	23,270			136,894
Managers - Vacants										
	GG	30	Senior Dir Fac,Plng	P00700	B	112,071	24,958			137,029
1										
					TOTAL VACANTS	249,521	55,568	0		305,089
					TOTAL ENDS	557,493	117,865	12,800		688,158
					GRAND TOTAL	807,014	173,433	12,800		993,247

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Coastline - General Fund

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Faculty - Retirements										
	AA		Instructor	P05804	A	83,362	11,421		GF	94,783
	A2		Counselor/Coord	P05562	B	137,580	26,902		GF	164,482
	A2		Instr/Coord	P01597	A	137,580	16,854		GF	154,434
3						358,522	55,177			413,699
Faculty - Vacants										
	AA		Instructor	P00647	A	55,240	7,800		GF	63,040
1										
Classified - Retirements										
	* EE	59	Informatn Sys Tch II	P03512	B	74,782	15,973		GF	90,755
	* EE	49	Div/Area Office Coor	P05426	B	58,332	12,460		GF	70,792
	* EE	50	Accounting Tech Sr	P03227	B	62,708	13,394		GF	76,102
	* EE	40	Custodian Sr	P01196	B	51,890	11,084		GF	62,974
4						247,712	52,911			300,623
Classified - Vacants										
	EE	52	Staff Assistant	P05962	B	55,677	12,399			68,076
1										
Managers - Retirements										
	GG	20	Supv Instr Serv	P06358	B	94,154	20,111		GF	114,265
	DD	32	Dean Plan Dev Govt	P06370	A	146,811	17,985		GF	164,796
2						240,965	38,096			279,061
Managers - Vacants										
	GG	24	Dir, Computer Svs	P03585	B	91,154	20,300		GF	111,454
	DD	32	Dean	P02215	A	120,061	16,953		GF	137,014
2						211,215	37,253			248,468
				TOTAL VACANTS		322,132	57,452			379,584
				TOTAL ENDS		847,199	146,184			993,383
				GRAND TOTAL		1,169,331	203,636			1,372,967

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Coastline - Ancillary

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Classified - Retirements										
*	EE	58	Mil/Contract Ed Spec	P01007	B	67,079	14,328		Anc	81,407
1						67,079	14,328			81,407
Classified - Resignations										
*	EE	46	Workforce Spec	P05711	B	53,366	11,385 **	12,800	OS	77,551
1						53,366	11,385	12,800		77,551
Classified - Vacants										
	EE	48	ISD Staff Aide	P06377	B	50,446	11,451		Anc	61,897
	EE	45	Mil/Contract Edu Tech Int	P06398	B	46,908	10,648		Anc	57,556
	EE	45	Mil/Contract Edu Tech Int	P06365	B	46,908	10,648		Anc	57,556
	EE	39	WIA Support Clerk	B99867	B	40,444	9,181		OS	49,625
4						184,706	41,928			226,634
Managers - Retirements										
	GG	24	Dir of Col Bkstr	P05471	B	118,169	25,240			143,409
	GG	18	Mrg Mil Prm Inst Ser	P06488	B	85,098	18,177		Anc	103,275
2						203,267	43,417			246,684
Managers - Vacants										
	GG	24	Dir, Contr Dev and Oper	P06361	B	91,154	20,692		Anc	111,846
1										
				TOTAL VACANTS		275,860	62,620			338,480
				TOTAL ENDS		323,712	69,130	12,800		405,642
				GRAND TOTAL		599,572	131,750	12,800		744,122

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Golden West - General Fund

Sch Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Faculty - Retirements								
AA	Instructor	P02211	A	108,943	13,346		GF	122,289
AA	Instructor	P04097	A	111,695	13,683		GF	125,378
AA	Instructor	P03375	A	108,943	13,346		GF	122,289
AA	Instructor	P00932	A	105,477	12,920		GF	118,397
QQ	Instructor - Cosmetlg	P05497	A	100,033	12,254		GF	112,287
AA	Instructor	P03961	A	108,943	14,925 **		GF	123,868
AA	Instructor	P01738	A	111,695	13,683		GF	125,378
AA	Instructor	P00293	A	90,194	12,357 **		GF	102,551
AA	Instructor	P01855	A	108,943	13,346		GF	122,289
AA	Instructor	P03999	A	108,943	13,346		GF	122,289
AA	Instructor	P04043	A	108,943	13,346		GF	122,289
AA	Instructor	P03714	A	108,943	13,346		GF	122,289
AA	Instructor	P02365	B	76,986	16,444 *		GF	93,430
AA	Instructor	P01098	A	108,943	13,346		GF	122,289
AA	Instructor	P03735	A	108,943	13,346		GF	122,289
AA	Instructor	P02013	A	108,943	13,346		GF	122,289
AA	Instructor	P03689	A	108,943	13,346		GF	122,289
AA	Instructor	P03456	A	111,695	13,683		GF	125,378
AA	Instructor	P01749	A	108,943	13,346		GF	122,289
19				2,015,091	256,755			2,271,846
Faculty - Vacants								
AA	Instructor	P03243	A	55,240	7,800		GF	63,040
AA	Instructor	B99794	A	55,240	7,800		GF	63,040
AA	Instructor	P00348	A	55,240	7,800		GF	63,040
AA	Instructor	P01796	A	55,240	7,800		GF	63,040
AA	Instructor	P02803	A	55,240	7,800		GF	63,040
AA	Instructor	P03086	A	55,240	7,800		GF	63,040
AA	Instructor	P03910	A	55,240	7,800		GF	63,040

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Golden West - General Fund

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
	AA		Instructor	P04124	A	55,240	7,800		GF	63,040
	AA		Instructor	P06416	A	55,240	7,800		GF	63,040
	AA		Instructor	P01499	A	55,240	7,800		GF	63,040
10						552,400	78,000			630,399
Counselor - Retirements										
	QQ		Counselor	P01012	A	121,396	14,871		GF	136,267
1						121,396	14,871			136,267
Counselor - Vacants										
1	QQ		Counselor	P00039	A	61,553	8,691		GF	70,244
Classified - Retirements										
	* E0	44	Course Assistant 1	P03809	B	44,082	9,416		GF	53,498
	* EE	60	Info Systems Trainer	P04038	B	78,468	16,761		GF	95,229
	* EE	48	Inst Assoc-Bus Ed	P02479	B	58,324	12,458		GF	70,782
	* E1	39	Cosmotology Recptnst	P03193	B	42,984	9,181		GF	52,165
	* EE	48	Staff Aide	P00955	B	57,596	12,303		GF	69,899
	* EE	55	Admin Asst to the VP	P03914	B	68,716	14,678		GF	83,394
6						350,170	74,797			424,967
Classified - Vacants										
	E1	40	Cosmo Dispensary Tec	P02806	B	38,035	8,470		GF	46,505
	E1	44	Lab Inst Ast Nurse	P06530	B	41,941	9,340		GF	51,281
	EE	51	Maintenance Skilled	P04132	B	54,327	12,099		GF	66,426
	EE	39	Switchboard Op Sr	P03264	B	40,444	9,007		GF	49,451
	EE	69	Sys/Network Analst II	P05566	B	84,583	18,837		GF	103,420
	EE	64	Information Sys Tec Sr	P01277	B	74,869	16,673		GF	91,542
	EE	48	Staff Aid	B99804	B	50,446	11,234		GF	61,680
	EE	48	Graphic Designer 50%	P01348	B	27,839	6,200		GF	34,039
8						412,484	91,860			504,344
Managers - Retirements										
	GG	16	Supervisor, Career	P05691	B	82,432	17,608		GF	100,040

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Golden West - General Fund

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
	DD	34	Vice President	P04089	B	150,207	18,400		GF	168,607
2						232,639	36,008			268,647
Managers - Vacants										
	GG	12	Grounds Supv	P02163	B	60,376	13,446		GF	73,822
	GG	15	Public Safety Supv	B99858	B	75,199	16,747		GF	91,946
2						135,575	30,193			165,768
					TOTAL VACANTS	1,162,012	208,744			1,370,755
					TOTAL ENDS	2,719,296	382,431			3,101,727
					GRAND TOTAL	3,881,308	591,175			4,472,482

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Golden West - Ancillary

	Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Classified - Retirements										
	* EE	45	Adm/Records Tech 2	P06137	B	38,283	8,178		Matric	46,461
1										
Classified - Vacants										
	EE	45	Bookstr Optns Asst	P06196	B	46,908	10,446		Anc	57,354
	EE	41	Campus Sec Ofcr	P06208	B	42,464	9,457		Pkg	51,921
	EE	41	Campus Sec Ofcr .4875	P05961	B	20,702	4,610		Pkg	25,312
	EE	45	Senior Secty	P03846	B	46,908	10,446		Pkg	57,354
	EE	44	Stdnt Activities Asst	P03895	B	46,243	10,298		Anc	56,541
5						203,225	45,258			248,485
Managers - Retirements										
	GG	24	Dir of Coll Bkstore	P05472	A	110,624	15,156		Anc	125,780
	GG	28	Dir Cmmnty & Spec Svcs	P03429	B	136,606	26,755		Anc.	163,361
2						247,230	41,911			289,141
Managers -Vacants										
	DD	16	Dir Accessibility Ctr	P00683	A	69,183	9,769		DSPS	78,952
1										
				TOTAL VACANTS		272,408	55,027			327,437
				TOTAL ENDS		285,513	50,089			335,602
				GRAND TOTAL		557,921	105,116			663,039

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Orange Coast - General Fund

Sch Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Faculty - Retirements								
AA	Instructor	P02286	A	108,943	13,346		GF	122,289
AA	Instructor	P02857	B	97,847	20,879		GF	118,726
AA	Instructor	P03938	A	108,943	13,346		GF	122,289
AA	Instructor	P01754	A	108,943	13,346		GF	122,289
AA	Instructor	P01883	A	108,943	14,925		GF	123,868
AA	Instructor	P01707	A	108,943	14,925		GF	123,868
AA	Instructor	P01145	A	108,943	13,346		GF	122,289
AA	Instructor	P02839	A	108,943	13,346		GF	122,289
AA	Instructor	P01308	A	108,943	13,346		GF	122,289
AA	Instructor	P01011	A	108,943	14,925		GF	123,868
AA	Instructor	P02731	A	98,465	13,465		GF	111,930
AA	Instructor	P02320	A	108,943	13,346		GF	122,289
AA	Instructor	P01909	A	98,465	12,072		GF	110,537
AA	Instructor	P01372	A	108,943	13,346		GF	122,289
AA	Instructor	P02104	A	97,847	11,986		GF	109,833
AA	Instructor	P04076	A	102,010	12,946		GF	114,956
16				1,693,007	222,891			1,915,898
Faculty - Vacants								
AA	Instructor	P01278	A	55,240	7,800		GF	63,040
AA	Instructor	P02896	A	55,240	7,800		GF	63,040
2				110,480	15,600			126,080
Counselor - Retirements								
QQ	Counselor	P03582	A	121,396	16,631		GF	138,027
QQ	Counselor	P03844	A	121,396	14,871		GF	136,267
2				242,792	31,502			274,294

Site: Orange Coast - General Fund

Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Classified - Retirements									
* EE	38	Custodian	P02375	B	45,960	9,821		GF	55,801
* EE	48	Inst Assoc Bus Ed	P03344	B	25,415	5,429		GF	30,844
2					71,395	15,250			86,645
Classified - Resignations									
E0	44	Lab Inst Assoc Agr/Bio	B99859	B	37,780	8,070	12,800	GF	58,650
1					37,780	8,070	12,800		58,650
Classified - Vacants									
E0	38	Athletic Eq Asst	P02971	B	16,437	3,661		GF	20,098
E0	52	Information Sys Tec 1	P00257	B	23,199	5,166		GF	28,365
E0	48	Staff Aide	P05745	B	21,020	4,681		GF	25,701
EE	46	Accounting Asst III	P06344	B	48,086	10,709		GF	58,795
EE	48	Human Resources Spec	P06336	B	50,446	11,234		GF	61,680
EE	51	Maintenance Skilled	P05821	B	54,327	12,099		GF	66,426
EE	40	Typist Clerk, Sr	P01475	B	41,493	9,240		GF	50,733
EE	42	Office Coordinator	P06457	B	43,538	9,696		GF	53,234
8					298,546	66,486			365,032
Managers - Vacants									
DD	32	Dean	P02263	A	120,061	16,953		GF	137,014
DD	32	Dean	P03833	A	120,061	16,953		GF	137,014
DD	34	Vice President	P02015	A	128,642	18,164		GF	146,806
3					368,764	52,070			420,834
			TOTAL VACANTS		777,790	134,156			911,946
			TOTAL ENDS		2,044,974	277,713	12,800		2,335,487
			GRAND TOTAL		2,822,764	411,869	12,800		3,247,433

ENDS and Vacant Program Statistics
***Longevity is included in Current Salary for ENDS not Statutory Benefits.**

Site: Orange Coast - Ancillary

Sch	Rng	Position	Position #	Payroll A or B?	Current Salary	Statutory Benefits	Health Benefits	Funding Source	Total
Counselor - Retirements									
QQ		Counselor	P06519	B	109,807	22,692		Grant	132,499
1									
Classified - Retirements									
* EE	41	Campus Security Ofcr	P02206	B	48,240	10,304		Pkg	58,544
* EE	48	Child Care Elig Spec	P06437	B	58,324	12,458		Grant	70,782
2					106,564	22,762			129,326
E0	32	Child Care Assistant	P00833	B	28,383	6,321		Grant	34,704
E0	41	Child Devlpmnt Spclt	P00507	B	35,387	7,881		Grant	43,268
E0	48	Inst Assoc-Learn Dis	P05818	B	31,529	7,022		DSPS	38,551
E0	48	Inst Assoc-Learn Dis	P05819	B	31,529	7,022		DSPS	38,551
E0	48	Inst Assoc-Success Ctr	B99763	B	31,529	7,022		Grant	38,551
E0	39	Medical Assistant	P02675	B	22,750	5,066		Hlth Ctr	27,816
EE	44	Comm Svcs Reg Tec 2	P06174	B	45,753	10,189		Anc	55,942
EE	40	Fin Aic Tec BFAP	P06190	B	41,493	9,240		Fin Aid	50,733
EE	38	Receptionist	P03142	B	39,447	8,785		Grant	48,232
EE	48	Stdnt Fin Aid/Outrch	B99852	B	50,446	11,234		Fin Aid	61,680
EE	52	Title III Staff Asst	B99837	B	55,677	12,399		Grant	68,076
11					413,923	92,181			506,104
Classified Management - Retirements									
G1	12	ECE Lab School Coord	P05977	B	63,549	13,574		Lab Schl	77,123
1									
			TOTAL VACANTS		413,923	92,181			506,104
			TOTAL ENDS		279,920	59,028			338,948
			GRAND TOTAL		693,843	151,209			845,052

LONG-TERM BUDGET SOLUTIONS

- Strategic planning for budget planning
- Reduce ongoing expenditures
- Budget according to institutional priorities
- Leverage and maximize existing resources
- Contain and cap costs in all areas
- Invest in revenue generation capacities
- Reorganize for cost efficiency and institutional effectiveness
- Invest in professional development

PROPOSED SHORT-TERM BUDGET SOLUTIONS

Target as of 5/7/10: $15 Million

ONGOING (2010 – 2013)

7.8 million	ENDS Program (Based on projection only)
2.0 million	Summer reduction
1.0 million	Non-instructional hourly
0.5 million	KOCE note repayment
0.5 million	Travel, membership, misc.
$ 11.8 million	Total Ongoing Reduction
$ 3.2 million	**Shortfall for Ongoing Budget Balance**

AVAILABLE ONE-TIME FUNDS

$ 1.0 million	ASB/Foundation/Ancillary

Possible Solutions for $3.2 Million Shortfall

- PERS rate increase many not be effective July 2010
- Reduce backfill for retired fulltime faculty
- Negotiations with CFCE regarding salary / benefits
- Meet and confer with managers and confidential regarding salary / benefits
- Negotiations with various insurance programs:
    - Property and Liability Insurance
    - Stop-Loss Insurance for Health Benefits
    - Workers Comp Insurance
    - OCIP Program
- Energy Savings through consolidation of buildings for summer session
- Renegotiate utility contract for electricity
- Review District-wide reprographics services and consolidation of copiers

Appendix C

CFE Report to the Board of Trustees, May 26, 2010 (final version)

Good evening. Thank you for giving us three minutes this evening to publicly share our latest perspectives with you regarding the 10-11 tentative budget.

Our suggestions to you tonight fall into three categories:

1. Ensure accuracy of data
2. Long term solutions
3. Short term solutions

When our budget is as tight as it's become, and we're still having trouble balancing it, data accuracy is essential. Here are a few concerns we have expressed to management about the reports you have before you:

A. More employees are leaving than the reports reflect. These departures apparently do not save the district any money because the colleges "own" that money and can use it for whatever they want. This doesn't sound prudent given the current fiscal situation.

B. The PERS and STRS increases over the next three years are not only estimates but have not been reduced by the 108-plus employees who are leaving. We've been told told the reports will be updated on July 1st after the employees leave... which is unfortunate since the Board has to make decisions based on this information before then. This is the same for the $5.8 million that appears in each year's column from the one-time use of reserves. It's going away as a huge chunk of the deficit on July 1, after you have approved a tentative budget for next year.

C. The budget category "Other Outgo" is often used by districts as a clearinghouse and reserve... and sometimes funds there get overlooked. Look closely at this budget item.

Next topic... Long term suggestions:

A. Increase the Stop Loss on the Health Benefits PPO Plan. This doesn't require negotiation.

B. Sometimes you have to spend some money to save more money. For years the HBAC has recommended a Preventative Health Care benefit be added to the PPO plan because preventative care helps the District avoid more expensive care. This is negotiable but the bargaining units have supported it for the last few years at the Advisory Committee meetings.

C. CFE has observed that the District almost without exception rejects grievances rather than trying to negotiate resolutions to the problems presented. The grievances then continue up the grievance ladder. At each level the costs accelerate. At arbitration, these costs can easily exceed $75,000. With more than 2000 union employees in this District, a different strategy on the part of the Coast District to at

least attempt to negotiate a workable solution to resolve grievances at the lowest possible level could save significant staff time and real dollars.

And finally, short-term solutions. District management has decided to permanently downsize the Coast District as opposed to temporarily scaling things back. Therefore, the challenging parameter they have restricted us to, and you to, is long term budget solutions **only**. We disagree with this singular approach, and we recommend you consider these suggestions as well as other shorter-term solutions.

A. We understand that the colleges get to keep their ending balance on June 30, which they have been encouraged to maximize. On a one-time basis, a percentage of that ending balance may be needed to balance the 10-11 budget.

B. The Board needs to make a decision about and give clearer direction regarding teaching over the cap. We have more to share about this can't within the short time you've allocated to us this evening.

C. We encourage the Board to continue to enforce the hiring freeze until the Coast District budget crisis is behind us.

D. Here's one solution that takes care of the entire $2.7 or $3.2 million problem. We have learned that California community college districts that are having problems balancing their budget for next year are not contributing to GASB 45 each year. Only two districts we spoke to reported an expected surplus for next year. Those district were the only ones making a GASB contribution. The District has suggested that not making this contribution is "breaking a promise" to our retired employees. We absolutely believe the District should and can keep this promise without contributing to GASB this year and next. This will free up $4 million and balance the budget. CFE strongly recommends this.

Thank you.

Appendix D

Coast District Management Association

To: Board of Trustees
Dr. Ding-Jo Currie, Chancellor,
From: CDMA
Re: Temporary Management Budget Reductions (FY 2010/2011)
Date: May 26, 2010

Statement Regarding FY 2010/2011 Budget

In light of the severity of the current fiscal crisis, CDMA readily accepts that inevitable reductions in budget and expenses are necessary for the 2010/2011 fiscal year. The Management team is committed to providing continued leadership to address the budget shortfall. Our approach is centered on identifying shared goals with the Chancellor and the Board of Trustees based on our principles of open and honest communication, equity, and mutual respect. These shared goals include dedication to the fulfillment of the District's mission, to provide support services that promote student success, to help students achieve their educational goals, and the health and welfare all District Employees.

As leaders at a public institution, we feel this is a simple matter of doing the right thing. In this case it is to make shared sacrifices which benefit our long-term District stability and strengths.

Despite a 9% reduction in management staff, our members remain even more committed to providing the necessary leadership to faculty and staff during the coming year as we confront our challenges head on.

CDMA members stand ready to contribute toward closing the $3.2 million budget gap our District faces and we encourage others to do the same.

COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES' DIRECTIVES LOG
Prepared by the Secretary of the Board of Trustees

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	5/19/10	Jim Moreno; 2nd Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the Districts anticipated Information Technology needs are or are projected to be.	Pending	P
2	5/5/10	Walt Howald; 2nd Lorraine Prinsky	Chancellor	Provide Student Success Data/Student learning Outcomes information relative to Accreditation at the August 2010 and then periodically thereafter for Board review and discussion.	August 18, 2010	P
3	12/9/09	Lorraine Prinsky; 2nd 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	August 18, 2010	P
4	11/18/09	Jerry Patterson; 2nd 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; 2nd 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	Walt Howald 2nd 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.	July 21, 2010	P
7	3/5/08	Jerry Patterson; 2nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
8	7/16/08	Walt Howald; 2nd Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Pending	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
9	8/6/08	Jerry Patterson; 2nd 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	Pending	P
10	9/17/08	Jim Moreno; 2nd 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. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	July 21, 2010	P
11	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.	Pending	P
12	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.	September 1, 2010	P
13	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

Coast Community College District

Administrative Services

MEMORANDUM

Date: June 16, 2010

To: Honorable Board of Trustees and Dr. Ding-Jo Currie

From: C.M. Brahmbhatt

Re: Third Quarter Report Ending March 31, 2010

The Third Quarter Report is attached for your review with the following notations:

- Projected income is 2% lower than last year due to State budget cuts in base apportionment.
- Projected expenses are 1.4% lower than last year due to a hiring freeze and a spending slowdown. Transfers for retiree health benefits and capital outlay projects have also been eliminated.
- The available reserve for contingency is $13,293,671.

FTES are estimated at 35,697 for 2009/2010. While course sections have been reduced, student demand is up and classes are full. No State funds are available for growth and the district is currently projecting over 1,000 unfunded FTES.

If I can provide additional information, please let me know.

CMB/ms

Attachments

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

District: (830) COAST

Fiscal Year: 2009-2010
Quarter Ended: (Q3) Mar 31, 2010

Your Quarterly Data is ready for certification.
Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name:	C.M. Brahmbhatt
CBO Phone: (Use format 999-555-1212)	714-438-4611
CBO Signature:	C M Brahmbhatt
Date Signed:	5/10/10
Chief Executive Officer Name:	Ding-Jo Currie
CEO Signature:	Ding-Jo Currie
Date Signed:	
Electronic Cert Date:	

District Contact Person

Name:	Cheryl Blocker
Title:	District Accounting Manager
Telephone: (Use format 999-555-1212)	714-438-4658
Fax: (Use format 999-555-1212)	714-438-4874
E-Mail:	cblocker@mail.cccd.edu

Certify This Quarter

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Glen Campora (916)323-6899 gcampora@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

District: (830) COAST

Fiscal Year: 2009-2010
Quarter Ended: (Q3) Mar 31, 2010

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name:	C.M. Brahmbhatt
CBO Phone:	714-438-4611
CBO Signature:	_____
Date Signed:	_____
Chief Executive Officer Name:	Ding-Jo Currie
CEO Signature:	_____
Date Signed:	_____
Electronic Cert Date:	05/10/2010

District Contact Person

Name:	Cheryl Blocker
Title:	District Accounting Manager
Telephone:	714-438-4658
Fax:	714-438-4874
E-Mail:	cblocker@mail.cccd.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Glen Campora (916)323-6899 gcampora@cccco.edu

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California Community Colleges
Chancellor's Office

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

District: (830) COAST

Quarter Ended: (Q3) Mar 31, 2010

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	As of June 30 for the fiscal year specified Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
A.	**Revenues:**				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	186,667,206	190,014,290	190,567,016	186,816,973
A.2	Other Financing Sources (Object 8900)	11,182	2,448	3,075	16,607
A.3	**Total Unrestricted Revenue (A.1 + A.2)**	186,678,388	190,016,738	190,570,091	186,833,580
B.	**Expenditures:**				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	170,280,324	188,498,979	191,053,827	189,968,870
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,728,540	6,710,979	2,020,556	414,853
B.3	**Total Unrestricted Expenditures (B.1 + B.2)**	177,008,864	195,209,958	193,074,383	190,383,723
C.	**Revenues Over(Under) Expenditures (A.3 - B.3)**	9,669,524	-5,193,220	-2,504,292	-3,550,143
D.	**Fund Balance, Beginning**	19,125,024	28,794,303	23,601,080	21,096,788
D.1	Prior Year Adjustments + (-)	-245	-3	0	-259,933
D.2	**Adjusted Fund Balance, Beginning (D + D.1)**	19,124,779	28,794,300	23,601,080	20,836,855
E.	**Fund Balance, Ending (C. + D.2)**	28,794,303	23,601,080	21,096,788	17,286,712
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	16.3%	12.1%	10.9%	9.1%

II. Annualized Attendance FTES:

G.1	**Annualized FTES (excluding apprentice and non-resident)**	34,781	35,614	37,299	35,697

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year 2006-07	2007-08	2008-09	2009-2010
Cash, excluding borrowed funds		18,825,845	26,034,362	16,385,731

H.1					
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	28,259,644	18,825,845	26,034,362	16,385,731

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	**Revenues:**				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	186,390,599	186,816,973	132,010,291	70.7%
I.2	Other Financing Sources (Object 8900)	0	0	307	
I.3	**Total Unrestricted Revenue (I.1 + I.2)**	186,390,599	186,816,973	132,010,598	70.7%
J.	**Expenditures:**				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	191,202,154	191,965,619	132,129,867	68.8%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	207,032	414,853	379,134	91.4%
J.3	**Total Unrestricted Expenditures (J.1 + J.2)**	191,409,186	192,380,472	132,509,001	68.9%
K.	**Revenues Over(Under) Expenditures (I.3 - J.3)**	-5,018,587	-5,563,499	-498,403	
L	Adjusted Fund Balance, Beginning	21,096,788	21,096,788	20,836,855	
L.1	**Fund Balance, Ending (C. + L.2)**	16,078,201	15,533,289	20,338,452	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.4%	8.1%		

V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: ***(If multi-year settlement, provide information for all years covered.)***

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								

b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

** As specified in Collective Bargaining Agreement or other Employment Contract*

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **This year? YES** **Next year? YES**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The District is facing an estimated cumulative budget shortfall of $46 million by 2012-13. The following "future proposed budget solutions" were presented at the March 17, 2010 CCCD Budget Workshop to address the shortfall.
eliminate retiree health benefit contribution
reduce summer class offerings
re-direct KOCE note payment
salary savings from ENDS program
reduce non-instructional hourly
external hiring freeze
eliminate overtime
reduce reassigned time
limit purchasing
freeze travel
freeze memberships
eliminate unfunded FTES
ASB/Foundation contributions
ending balance
negotiable items
suspend intersession
utility savings
reduce District legal liabilities
eliminate auxiliary deficit operations
increase revenue generations on contract education, fee based programs
international student enrollments
reduce non-credit programs
explore fee based credit programs
additional cuts to campuses
freeze hiring - reorganization (FY 10/11)
consolidate some operating functions districtwide
enforce cost saving measures

Coast Community College District

Third Quarterly Report

2009-2010

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets	23,100,277	214,403	68,783,042	5,904,312	40,965,456	1,114,121	140,081,611
Due To System Posting	0	0	0	0	0	0	0
Liabilities	2,017,412	270,053	0	1	185,708	1,567,581	4,040,756
Due To/From System Posting	0	0	0	0	0	0	0
Fund Balance	21,082,865	-55,650	68,783,042	5,904,311	40,779,747	-453,460	136,040,856
Beginning Balance	21,096,788	2	99,248,850	5,675,499	36,809,087	0	162,830,226
Income							
Adopted Budget	236,483,631	1,402,321	1,300,000	1,990,000	39,103,000	12,275,613	292,554,565
Actual	150,490,268	869,174	757,307	7,002,992	30,738,635	9,348,601	199,206,977
%	63.64%	61.98%	58.25%	351.91%	78.61%	76.16%	1
Expenses							
Adopted Budget	236,483,631	34,373,000	100,548,850	7,665,499	34,373,000	12,275,613	425,719,593
Actual	150,246,401	924,826	31,221,172	6,776,123	26,767,975	9,802,061	225,738,558
%	63.53%	2.69%	31.05%	88.40%	77.88%	79.85%	1
Suspense Clearing	2,143	0	-1,943	1,943	0	0	2,143
Accrual Adjustments	-259,933	0	0	0	0	0	-259,933
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	21,082,865	-55,650	68,783,042	5,904,311	40,779,747	-453,460	136,040,856

Coast Community College District Financial Status Report

Third Quarterly Report Fiscal Year 2009/2010

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9110	CASH IN COUNTY TREASURY	28,292,924	-13,517,253	14,775,671
9120	CASH IN BANKS	2,295,928	-935,867	1,360,061
9125	CASH COLLECTN AWAITG DEPOSIT	873,859	-874,093	-234
9130	REVOLVING CASH FUND	212,961	37,273	250,234
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	18,871,452	-13,274,004	5,597,448
9170	DUE FROM OTHER FUNDS	4,044,061	-3,774,061	270,000
9220	PREPAID EXPENSES	224,705	-224,705	0
9230	PREPAID EXPENSE/MID-MONTH	0	847,019	847,019
	Total Assets	**54,815,967**	**-31,715,690**	**23,100,277**

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9510	ACCOUNTS PAYABLE	1,672,408	-1,294,624	377,784
9511	MISC ACCRUALS YR-END	6,691,554	-6,081,810	609,743
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	233,947	-233,947	0
9519	ACCTS PAYABLE ACCRUALS	286,247	-170,580	115,667
9520	DUE TO OTHER FUNDS	14,743,312	-14,638,312	105,000
9540	DEFERRED INCOME	9,293,002	-9,259,903	33,099
9550	SUMMER PAY WITHHELD	55,003	-23,249	31,754
9552	CALIF USE TAX PAYABLE	2,152	656	2,808
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
	Total Liabilities	**33,719,180**	**-31,701,767**	**2,017,412**

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9711	NON-DESIGNATED FUND BALANCE	23,601,080	-2,504,292	21,096,788
9712	YEAR END APPROPRIATIONS	0	0	
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	0	
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	-259,933	-259,933
		23,601,080	**-2,764,225**	**20,836,855**

	Fund Balance as of March 31, 2010	20,836,855
	Plus Total Revenues	150,490,268
	Less Total Expenditures	150,246,401
9910	Plus Suspense Clearing	2,144
9918	Less Suspense A Payroll	0
9919	Less Suspense B Payroll	0
	Fund Balance as of March 31, 2010	21,082,865

Object	Description	Adjusted Budget	Actual
8120	HIGHER EDUCATION ACT	1,532,602	498,016
8130	WORKFORCE INVESTMENT ACT	8,251,671	2,746,384
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	204,952	176,021
8170	VOC&APPLIED TECH EDUCATION ACT	2,222,718	685,814
8190	ARRA	715,270	715,270
8199	OTHER FEDERAL REVENUE	213,278	44,530
Sub Total	**8100 FEDERAL REVENUE**	**13,140,491**	**4,866,036**
8612	STATE GENERAL APPORTIONMENT	65,000,000	42,457,688
8619	OTHER GENERAL APPORTIONMENTS	869,782	694,442
8622	EXTENDED OPPORTUNITY PROG &SVS	2,087,359	1,593,128
8623	DISABLED STUDENTS PROGRAMS&SVS	1,672,294	1,270,943
8624	CALWORKS	361,160	274,482
8625	TELE TECH INFRASTRUCTURE PROG TTIP	116,520	116,520
8629	OTHER CATEGORICAL APPORTIONMT	6,973,366	6,013,935
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	99,527	48,765
8659	OTHER CATEGORICAL PROGRAMS	949,696	518,326
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	365,573
8681	STATE LOTTERY PROCEEDS	4,833,274	1,595,653
8682	STATE MANDATED COSTS	0	0
Sub Total	**8600 STATE REVENUE**	**83,663,234**	**54,949,710**
8811	DISTRICT TAXES - SECURED ROLL	77,400,000	47,819,479
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	2,000,000	932,294
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	1,142,902
8816	DISTRICT TAXES-PRIOR YEAR	4,000,000	5,961,147
8817	EDU REVENUE AUGUMENTATION FUND	0	374,084
8818	REDEVELOPMENT PROPERTY TAXES	400,000	202,652
8831	CONTRACT INSTRUCTION	1,300,000	5,143,761
8840	SALES	100,000	57,807
8850	RENTALS	1,822,000	1,172,128
8861	INTEREST & INVESTMENT INCOME	600,000	315,372

Object	Description		Adjusted Budget	Actual
8871	CHILD DEVELOPMENT SERVICES		501,000	337,855
8874	ENROLLMENT FEES		14,300,000	13,000,490
8876	HEALTH FEES		1,787,538	2,082,219
8877	INSTRUCT MATERIAL FEES		755,606	672,481
8879	STUDENT RECORDS		230,000	161,543
8880	NON RESIDENT TUITION		6,955,000	8,164,825
8881	PARKING FEES		1,791,979	1,441,102
8889	OTHER STUDENT FEES		119,721	303,144
8892	TELECOURSE REVENUE		865,700	400,000
8893	PARKING FINES		471,000	415,247
8899	OTHER LOCAL INCOME		1,286,365	573,683
Sub Total	**8800**	**LOCAL REVENUE**	**119,685,909**	**90,674,215**
8912	SURPLUS PROPERTY SALES		0	307
8914	GAIN ON SALE OF ASSESTS		0	0
8981	INTERFUND TRANSFERS		0	0
Sub Total	**8900**	**OTHER FINANCING SOURCES**	**0**	**307**
		TOTAL REVENUE	**216,489,634**	**150,490,268**

Object	Description	Adjusted Budget	Actual
1100	INSTRUCTORS REG CONTRACT	38,648,543	29,614,390
1200	NON-INSTRUCTNL REG CONTRACT	15,908,286	11,889,587
1300	INSTRUCTORS HOURLY	19,955,381	16,405,925
1400	NON-INSTRUCTNL HOURLY	2,845,276	2,151,716
Sub Total	**1000 CERTIFICATED SALARIES**	**77,357,486**	**60,061,619**
2100	NON-INSTR CLASSIF REG CONTRACT	45,558,710	29,742,725
2200	INSTR CLASSIF REG CONTRACT	3,995,543	2,649,684
2300	NON-INSTRUCTIONAL, HOURLY	6,080,269	3,655,440
2400	INSTRUCTIONAL HOURLY	1,007,172	816,889
Sub Total	**2000 CLASSIFIED SALARIES**	**56,641,694**	**36,864,738**
3000	EMPLOYEE BENEFITS	2,117,308	-85,230
3100	STRS-STATE TEACHERS RETIREMENT	4,100,836	3,742,259
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,236,019	3,640,394
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,756,268	3,545,986
3400	HEALTH & WELFARE BENEFITS	19,188,276	13,434,469
3500	STATE UNEMPLOYMENT INS	315,576	172,714
3600	WORKERS COMPENSATION INS	1,788,189	1,548,262
3700	LOCAL RETIREMENT SYSTEM	8,844,800	7,960,320
3900	OTHER BENEFITS	0	0
Sub Total	**3000 STAFF BENEFITS**	**46,347,272**	**33,959,174**

Object		Description	Adjusted Budget	Actual
4200		OTHER BOOKS	28,370	10,317
4300		INSTRUCTINL SUPPLIES	4,919,074	2,173,946
4400		MEDIA SUPPLIES	58,112	4,562
4600		FUEL, OIL & REPAIR PARTS	533,087	183,181
4900		OTHER SUPPLIES	0	-12
Sub Total	**4000**	**BOOKS, SUPPLIES & MATERIALS**	**5,538,643**	**2,371,994**
5000		INDIRECT EXPENSE CHARGEBACK	369,510	36,118
5100		PERSONAL AND CONSULTANT SERVICES	952,179	309,909
5200		TRAVEL AND CONFERENCES	822,000	230,492
5300		DUES AND MEMBERSHIP	390,137	275,304
5400		INSURANCE	1,399,877	1,219,452
5500		UTILITIES	5,313,944	3,206,886
5600		RENT, LEASES AND REPAIRS	7,609,421	4,514,415
5700		LEGAL, ELECTION AND AUDIT EXPENSES	1,906,480	1,230,639
5800		OTHER OPERATING EXPENSES AND SERVICES	7,919,492	3,103,840
5900		OTHER	4,453,551	0
Sub Total	**5000**	**CONTRACT SERVICES, OPERATING EXPENSES**	**31,136,591**	**14,127,054**
6100		SITE IMPROVEMENTS	49,381	13,865
6200		BUILDING IMPROVEMENTS	161,488	99,036
6300		BOOKS (NEW)	92,426	83,143
6400		EQUIPMENT AND LEASE PURCHASE	3,122,906	1,423,850
Sub Total	**6000**	**CAPITAL OUTLAY**	**3,426,201**	**1,619,894**
7300		INTERFUND TRANSFER OUT	235,032	154,985
7500		STUDENT FINANCIAL AID	134,438	59,171
7600		OTHER PAYMENTS TO OR FOR STUDENTS	1,235,776	1,027,772
7900		RESERVE FOR CONTINGENCIES (BUDGET ONLY)	15,533,289	0
Sub Total	**7000**	**OTHER OUTGO & RESERVES**	**17,138,535**	**1,241,928**
		TOTAL EXPENDITURES	**237,586,422**	**150,246,401**

COAST COMMUNITY COLLEGE DISTRICT

NON-STANDARD CLINICAL AFFILIATION AGREEMENT

This Standard Clinical Affiliation Agreement ("Agreement") is entered into by and between the Coast Community College District, a California public educational entity ("District"), located at 1370 Adams Avenue, Costa Mesa, California, and **AHMC Anaheim Regional Medical Center, LP, a California limited partnership, doing business as AHMC Anaheim Regional Medical Center**, ("Clinical Facility"), located at **1111 W. La Palma Avenue, Anaheim, CA 92801**. District and Clinical Facility may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates **Orange Coast College** ("College") and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement ("the Program");

WHEREAS District has obtained all necessary licenses, consents, and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the clinical experience rotation of students of the Program.

NOW, THEREFORE, in consideration of the following covenants, conditions, and agreements, the Parties hereto agree as follows:

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and in compliance with the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and recognized

Attachment 2

professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion, and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the clinical learning environment in relation to the program's written objectives.

3. Exposure to Blood-borne Pathogens. Program students and College faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood-borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood-borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. Application Procedure; Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a Rotation. Each Student shall be required to read and sign a Student Participation Agreement (Attached hereto) and provide Clinical Facility with full, true and correct copy of a signed Student Participation Agreement for each student assigned to the Clinical Facility for clinical instruction.

5. Nondiscrimination. The Parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.

6. Academic Year. The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Rotation Schedule. The Rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the Parties. The number of students in each Rotation shall be limited to a number mutually agreed upon by both Parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each Rotation. College shall provide and present to College's faculty with Clinical Facility's orientation presentation and materials in order to familiarize them with Clinical Facility's

policies, practices and facilities before permitting them to undertake instructional duties at Clinical Facility.

9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a Rotation, and student shall comply with these rules. (See Attached Student Participation Agreement.)

In providing the students with the clinical experience Rotation that is the subject of this Agreement, Clinical Facility, College and College faculty shall and College shall cause each student to, comply at all times with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential. District and Clinical Facility each has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. District and Clinical Facility each understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). College shall execute concurrently herewith Clinical Facility's form Business Associate Agreement, and shall notify each student participating in a Rotation of the terms, conditions and obligations of the Business Associate Agreement. College shall cause its students to comply at all times with Clinical Facility's Business Associate Agreement.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.

13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, rules, regulations, statutes, ordinances and accreditation standards and Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility. Notwithstanding the foregoing, there shall be no direct, hands-on patient care by any student participating in a Rotation unless said care is provided under the supervision and control of medical, nursing or allied health professional staff of the Clinical Facility.

14. Removal of Students. Clinical Facility retains the right to exclude any student or College faculty at

any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the Rotation. Except as otherwise provided under applicable policies, procedures, rules, regulations or law, removal shall not require compliance with any notice, hearing or other procedural requirements. Conduct deemed by Clinical Facility as incompatible with patient care, unprofessional, inappropriate, or unethical shall be investigated by Clinical Facility, and resolution of the matter will be decided by Clinical Facility in its sole and absolute discretion.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical Rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the Rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a Rotation for a period of three (3) years following the end of the specific Rotation in which the student is involved.

17. Ongoing Communication/Evaluation. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide students with all educational materials required during the clinical program.

19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours.

20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, the College, its staff members, or its representatives, shall not attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student. The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right To Employment; Student Status. The Parties agree and acknowledge that the students of

College shall have the status of learners and shall not be considered employees, agents or volunteers of Clinical Facility, nor shall they replace Clinical Facility's staff. No student shall be entitled to any right, compensation or benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried By District. District shall assure and maintain coverage of comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate with coverage for incidental contracts. College shall maintain professional liability insurance coverage for each student participating in the Rotation of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof, College shall provide workers' compensation coverage with the statutory requirements of California law for students participating in the Rotation. These coverages are in effect while the student is on-site at Clinical Facility and while under the direction of the College. A certificate of insurance must be provided that includes thirty days notice of cancellation, modification, or reduction for the above-listed insurance. College shall deliver certificates of insurance under College's comprehensive general liability insurance and professional liability insurance policy on or before the date of execution of this agreement. Upon request Clinical Facility shall be provided copies of said policies.

23. Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employees, partners, and/or representatives providing professional services at Clinical Facility, except for College's students and College faculty in the amount of at least one million dollars per occurrence and three million dollars in the aggregate. Clinical Facility shall provide District with thirty days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

24. Student Health Records. College shall be responsible for assuring that students assigned to Clinical Facility for clinical instruction meet Clinical Facility's standards of health and physical fitness and shall be responsible to ensure that the students have been immunized for certain diseases, as requested by Clinical Facility. Any student participating in a Rotation shall provide verification of annual T. B. screening, immune status for rubeola, rubella, chicken pox, and Hepatitis B (or signed waiver for Hepatitis B). Any student participating in a Rotation shall, at the request of Clinical Facility provide a current statement from his or her physician that the student is in good health and capable of participating in the Rotation. Clinical

Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a Rotation, the student shall be treated by Clinical Facility as appropriate.

26. Confidentiality Of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student applications; (ii) student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g), concerning any student participating in the Rotation unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical facilities shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Student Qualifications; Background Check.

a. Qualifications. College shall assure that each student assigned to Clinical Facility for clinical instruction is adequately trained for the specific tasks to be learned or performed, meets all criteria for participation in qualification programs performed by Clinical Facility and meets all legal requirements for participation in the Program. College shall ensure that all students meet all criteria for any procedure or practices that will be performed. Documentation of compliance with criteria will be made available to Clinical Facility upon request.

b. Background Check. All students are required to have completed and submitted a pre-clinical background check including social security number and address verification, a minimum of three county criminal history, seven years history of a sex offender database search and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The results of the background checks will be provided to the Clinical Facility upon request.

28. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the Rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state, and local requirements.

29. Publications. Publication by College faculty of any materials relative to their clinical experience or the clinical learning experience of their students, that has not been approved for release by the Clinical Facility is prohibited.

29. Indemnification by District. District agrees to indemnify, defend, and hold harmless Clinical Facility and its parent entity and each of their affiliates, directors, officers, employees, agents, representatives, and volunteers from any and all claims, actions, losses, damages, penalties and/or liability (collectively, "Claims") arising out of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, act or omission, misconduct, breach of this Agreement, violation of law, regulation or standard, or other fault of District and its students, faculty, directors, trustees, employees, instructors, agents, or representatives of District, for any costs and expenses incurred by Clinical Facility on account of any Claims therefor, except where such indemnification is prohibited by law.

30. Indemnification by Clinical Facility. Clinical Facility agrees to indemnify and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of Clinical Facility, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Clinical Facility, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

31. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California

32. Assignment. Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either Party in its sole and absolute discretion.

33. Effective Date Termination. This Agreement shall become effective on June 17, 2010, and shall remain in effect until **March 1, 2015**, unless sooner terminated by either Party in accordance with this section. Either Party may terminate this Agreement without cause by giving ninety days prior written notice to the other Party of its intention to terminate. In the event a Rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the Rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its term, this Agreement shall immediately terminate without further action by the Parties hereto.

34. Notices. Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten days after mailing.

Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are

given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

To Clinical Facility:

AHMC Anaheim Regional Medical Center
1111 W. La Palma Ave.
Anaheim, CA 92801
714.999.5105

Attention: _____

To Orange Coast College:

President
Orange Coast College
2701 Fairview Rd PO Box 5005
Costa Mesa CA 92628-5005

With a copy to:

Vice Chancellor
Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

35. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

Clinical Facility

By: Byron F Schweigert

Typed Name: Byron F. Schweigert

Title: CEO

Date: 5/12/10

Orange Coast College

By:_____

Kevin Ballinger, Dean
Consumer & Health Sciences

Coast Community College District

By:_____

President, Board of Trustees

Date:_____

ATTACHMENT 1(a)
To Standard Clinical Affiliation Agreement
Orange Coast College

CARDIOVASCULAR TECHNOLOGY
Program Director/Coordinator: Darryl Isaac
(714) 432-5549

Number of Students

_____ **CVT 170 - ECG Clinical Experience**
(16 hrs/wk/semester)
Practice within a health care facility in areas of routine ECG testing, stress testing, monitor technician, Holter monitoring and pacemaker evaluation.

_____ **CVT 210 - Echocardiography Clinical Lab 1**
(27 hrs/wk/semester)
Experience in echocardiography in a clinical facility to include conferences and lectures by physicians to relate actual patient situations to diagnostic findings.

_____ **CVT 240 - Invasive Cardiology Clinical Lab 1**
(25 hrs/wk/semester)
Clinical practice within a cardiac catheterization laboratory to include performance of patient monitoring, data collection and recognition of abnormalities primarily for coronary artery disease.

_____ **CVT 265 - Echocardiography Clinical Lab 2**
(27 hrs/wk/semester)
Experience in echocardiography and cerebrovascular ultrasound in a clinical facility to include conferences and lectures by physicians to relate actual patient situations to diagnostic findings.

_____ **CVT 265 - Echocardiography Clinical Lab 2**
(27 hrs/wk/semester)
Experience in echocardiography and cerebrovascular ultrasound in a clinical facility to include conferences and lectures by physicians to relate actual patient situations to diagnostic findings.

ATTACHMENT 1(c)
To Standard Clinical Affiliation Agreement
Orange Coast College

DIAGNOSTIC MEDICAL SONOGRAPHY
Program Director/Coordinator: Cindi Reber-Bonhall
(714) 432-5893

Number of Students

_____ **DMS 166 - DMS Clinical Experience 1**
(8 hrs/wk/16 wks - spring semester)
Introduction to the clinical setting and exposure to departmental organization, patient flow, darkroom and processing procedures, observation of techniques employed, policies and procedures of clinical cases.

_____ **DMS 167 - DMS Clinical Experience 2**
(40 hrs/wk/8 wks - summer session)
Continuation of clinical experience, exposure to departmental organization, patient flow, darkroom and processing procedures, observation of techniques employed, policies and procedures of clinical cases, beginning hands-on experience, equipment set-up.

_____ **DMS 271 - Clinical Experience 3**
(32 hrs/wk/16 weeks - fall semester)
Clinical experience in ultrasound. Equipment handling and patient management. Departmental operation and scope.

_____ **DMS 276 - Clinical Experience 4**
(40 hrs/wk/4 wks - intersession)
Intermediate clinical experience. Studies in the abdomen, small parts and pelvis. Variety of real-time equipment, anatomical pathology recognition.

_____ **DMS 281 - Clinical Experience 5**
(36 hrs/wk/16 wks - spring semester)
Advanced clinical experience in the ultrasound department practicing in a variety of sonographic studies with emphasis on the abdomen and pelvis. Recognition of pathology and scan interpretation are stressed.

ATTACHMENT 1(g)
To Standard Clinical Affiliation Agreement
Orange Coast College

NEURODIAGNOSTIC TECHNOLOGY
Program Director/Coordinator: Walter R. Banoczi
(714) 432-5591

Number of Students

____ **NDT 116 - Clinical Experience 1**
(16 hrs/wk/16 wks - spring semester)
Beginning clinical practice of electroencephalographic testing on patients at various affiliated neurodiagnostic labs. This will include observation, application of electrodes, performance of EEG testing on clinical patients, medical recordkeeping, and clinical history reporting. Students must purchase a uniform for this course.

____ **NDT 117 - Clinical Experience 2**
(32 hrs/wk/8 wks - summer session)
Continued clinical experience in electroencephalography at a selected neurodiagnostic lab in an affiliation health care facility under the direct supervision of a physician and/or EEG technologist. This clinical will build on skills attained in NDT 116 and will include performance of EEG testing on clinical patients, medical recordkeeping, and clinical history taking.

____ **NDT 286 - Clinical Experience 3**
(16 hrs/wk/16 wks - fall semester)
Continued clinical experience in electroencephalography at a selected neurodiagnostic lab in an affiliated health care facility under the direct supervision of an EEG technologist or physician. This clinical will build on skills attained in NDT 117 and will include performance of EEG testing on clinical patients, medical recordkeeping, and clinical history taking. There will also be opportunities to observe and possibly perform evoked potential studies.

____ **NDT 289 - Clinical Experience 4**
(16 hrs/wk/12 wks - spring semester)
Clinical practice in neurodiagnostic testing with an emphasis to include evoked potential testing in the auditory, visual and somatosensory modalities. May include observation and performance of other more specialized neurodiagnostic testing, such as surgical monitoring, quantitative analysis of EEG and evoked potentials, transcranial doppler, ambulatory or telemetry monitoring, and others. This clinical also further develops advanced skills in electroencephalographic recording and analysis.

____ **NDT 298 - Clinical Internship**
(32 hrs/wk/4 wks - spring semester)
Clinical internship to perform neurodiagnostic testing at affilliated hospital sites. Students will apply for a specialized training area in the field. Emphasizes cumulative application of knowledge and skills in clinical assessment, diagnostic testing, and analysis of test results. Specialized areas may include intraoperative monitoring, neonatal testing, epilepsy monitoring, pediatric testing, research applications, brain mapping, and others.

ATTACHMENT 1(h)
To Standard Clinical Affiliation Agreement
Orange Coast College

NUTRITION CARE/DIETETIC TECHNOLOGY
Program Director/Coordinator: Eleanor Huang
(714) 432-5835 Ext. 5

Number of Students

_____ **NC 175 - Health Care Field Experience**
(8 hrs/wk/16 wks - spring semester)
Importance and scope of providing nutritional care in health care or community care facilities with clinical experience in health care facility. Includes team concept approach and public relations. Students will be required to follow dress standards set by the facility in which they are working.

_____ **NC 281 - Supervised Practice 1**
(20 hrs/wk/8 wks - fall semester)
Supervised practice in community facilities/agencies dealing with the nutritional health of people. Rotation through agencies or experiences in public health, community agencies, and schools. Students will be required to follow dress standards set by the facility in which they will work. Includes dietary evaluation and nutrition counseling.

_____ **NC 286 - Supervised Practice 2**
(20 hrs/wk/8 wks - spring semester)
Supervised experience in an acute care medical facility. Rotation through the various job responsibilities of the dietetic technician. Students will be required to follow dress standards set by the facility in which they will work.

ATTACHMENT 1(i)
To Standard Clinical Affiliation Agreement
Orange Coast College

POLYSOMNOGRAPHY
Program Director/Coordinator: Walter R. Banoczi
(714) 432-5591

Number of Students

____ **PSG 165 - Polysomnography Clinical 1**
(5.5 hrs/wk/8 wks - fall semester)
Clinical application of polysomnographic testing at an affiliated sleep disorder center to include patient interaction, application of testing equipment, and monitoring sleep behavior.

____ **PSG 175 - Polysomnography Clinical 2**
(24 hrs/wk/4 wks - intersession)
Clinical application of polysomnographic testing at an affiliated sleep disorders center to include patient interaction, application of testing equipment, and monitoring sleep behavior.

____ **PSG 265 - Polysomnography Clinical 3**
(12 hrs/wk/12 wks - spring semester)
Continued clinical application of polysomnographic testing at an affiliated sleep disorder center. Includes patient interaction, application of testing equipment, and monitoring sleep behavior.

____ **PSG 285 - Polysomnography Internship**
(36 hrs/wk/4 wks - summer session)
Final clinical experience in an affiliated sleep disorders center. Students will work with patients and technologists at night in the laboratory to obtain interpretable polygraphs.

ATTACHMENT 1(j)
To Standard Clinical Affiliation Agreement
Orange Coast College

RADIOLOGIC TECHNOLOGY

Program Director/Coordinator: Loren Sachs
(714) 432-5540

Number of Students

_____ **RAD T 171 - Clinical Lab 1**
(16 hrs/wk/8 wks - fall semester)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills in chest and abdomen procedures will be emphasized.

_____ **RAD T 172 - Clinical Lab 2**
(32 hrs/wk/4 wks - intersession)
Clinical experience in a an affiliated radiology department under the supervision of certified radiology and health care personnel utilizing a condensed format. Radiographic skills to include assisting with routine contrast media studies of the GI and GU tracts.

_____ **RAD T 176 - Clinical Lab 3**
(24 hrs/wk/16 wks - spring semester)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills to be emphasized will be fluoroscopic procedures, GU tract, upper and lower extremities, and routine spinal column.

_____ **RAD T 177 - Clinical Lab 4**
(32 hrs/wk/8 wks - summer session)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills to be emphasized will be routine skull radiography, portable radiography, minor special procedures, and introduction to pediatric and trauma radiography.

_____ **RAD T 271 - Clinical Lab 5**
(32 hrs/wk/16 wks - fall semester)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Emphasis on independent radiography and decision-making. Advanced cranial studies and torso exams will be emphasized.

_____ **RAD T 276 - Clinical Lab 6**
(32 hrs/wk/4 wks - intersession)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Radiographic skills emphasized are advanced contrast media procedures, trauma, portable radiography, pediatric and surgical exams.

_____ **RAD T 277 - Clinical Lab 7**
(24 hrs/wk/16 wks – spring semester)
Clinical experience in an affiliated radiology department under the supervision of certified radiology and health care personnel. Emphasis on independent radiography and decision-making. Professional growth and program exit skills are expected.

***Note: The California Department of Health Services, Radiologic Health Branch has authorization to conduct unannounced visits/inspections to the clinical site.**

ATTACHMENT 1(k)
To Standard Clinical Affiliation Agreement
Orange Coast College

RESPIRATORY CARE

Program Director/Coordinator: Daniel Adelmann
(714) 432-5541

Number of Students

_____ **RESP C 191 - Clinical Lab 1**
(9 hrs/wk/16 wks - spring semester)
Beginning clinical practice of procedures presented in Respiratory Care 190. Includes hospital and respiratory therapy department orientation, recordkeeping, patient chart evaluation, use of compressed gases, medical gas therapy, humidity and aerosol therapy, drug administration, sterilization and culturing of equipment, incentive spirometry, IPPB and chest physiotherapy, and patient assessment.

_____ **RESP C 192 - Clinical Lab 2**
(24 hrs/wk/4 wks - summer session)
Continued applications of procedures and concepts of basic clinical respiratory therapy presented in the first year of the respiratory care program. Application and skills evaluations in advanced administration of aerosol therapy, IPPB, pharmacological agents, chest physiotherapy, medical gases, and patient assessment.

_____ **RESP C 276 - Clinical Lab 3**
(22 hrs/wk/14 wks - fall semester)
Clinical application of procedures and concepts presented in Respiratory Care 260, 270, and 275 as well as continuing experience in the skills utilized in Respiratory Care 191 and 192. Includes arterial puncture and analysis, airway management, mechanical aspiration of secretions, bronchoscopy, ventilatory management, patient assessment and monitoring, and other therapeutic measures as related to pathological processes.

_____ **RESP C 278 - Pulmonary Case Assessment**
(16 hrs/wk/4 wks - intersession)
Assessment of critical pulmonary patients with emphasis on assessment techniques, critical care procedures and management techniques as applied to case studies. This will include use of both actual and simulated patient scenarios utilizing information gathering and decision making on the part of the Respiratory Care Practitioner.

_____ **RESP C 286 - Clinical Lab 4**
(9 hrs/wk/12 wks - spring semester)
Clinical application of respiratory therapy, primarily in critical care areas. Includes airway management, patient assessment, ventilator mechanics and management, and monitoring of the critically ill patient.

_____ **RESP C 287 - Clinical Internship**
(40 hrs/wk/4 wks - spring semester)
Advanced clinical utilization of knowledge and skills in critical care or specialty areas. Cumulative application of assessment, diagnostic, therapeutic, and judgmental skills acquired within the respiratory care program.

STUDENT PARTICIPATION AGREEMENT

Nursing Program - Golden West College and Allied Health Programs - Orange Coast College

This Student Participation Agreement is entered into by and between the Coast Community College District, a public educational agency ("District") and _____ ("Student"), concerning the Student's participation in a clinical experience rotation ("Clinical Rotation").

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby fully agrees with the following requirements for participation:

1. Compliance with Laws, Rules and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state and federal laws, rules, statutes, ordinances, regulations, policies and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of Clinical Coordinator.

2. Background Check. All students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three county felony criminal history, seven year history of a state sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District and must be completed prior to beginning the first clinical rotation. Student understands that the results of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District's written "Background Check Procedure" which will be provided upon request.

Student's Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and

not to review, disclose or reveal any confidential information to any third party without the prior written consent of the patient and healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the "Regulations"). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by student's instructor. Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board"), and each of their trustees, instructors, employees, agents and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises. For the purpose of this release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student's heirs, executors, administrators, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and representatives or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of or damage to property that occurs to Student or to Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, that result from any cause, including but not limited to District's, Board's, College's, or their trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

Student's Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood borne pathogens, illness, personal injuries and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk

of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment/Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a) Students entering the clinical phase of their education shall read and familiarize themselves with all the rules, regulations and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b) Clinical Rotations are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by College or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c) Any Student participating in a clinical rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d) All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Student's CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e) In programs that require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f) Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft-soled shoes are required. A nametag will be provided that must be worn at all times at Clinical Facility site. See Student's program director or clinical coordinator for specific requirements for Student's program.

g) Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h) Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Student Acknowledgement of Terms. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 5, and the Assumption of Risk requirement in paragraph 6. Student has read and agrees to abide by and comply with all terms of this Student Participation Agreement. Student understands that failure to abide by and comply with any term herein may subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

Dated: _____ _____

Student

_____

Student ID Number

CLINICAL TRAINING
AFFILIATION AGREEMENT

(Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of June 1, 2010 or the execution of the Agreement by both parties (the "Effective Date") by and between Mission Hospital's Camino Health Center ("Clinic"), and Coast Community College District, a public educational form agency ("District") located a 1370 Adams Avenue, Costa Mesa, California which operates Orange Coast College ("School").

RECITALS

A. Clinic is a California nonprofit public benefit corporation that operates a community Clinic accredited in accordance with the standards of the, and licensed by the, California Department of Public Health.

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

C Clinic operates clinical facilities within Clinic which are suitable for School's clinical training programs ("the Program(s)") in the area of medical assistants. School desires to establish the Program(s) at Clinic for the students of the School enrolled in the Program(s). Clinic desires to support the Program(s) to assist in training students of School.

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

AGREEMENT

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

1. RESPONSIBILITIES OF SCHOOL

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

1.2 Number of Students. School shall designate and notify Clinic of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Clinic in such numbers as are mutually agreed upon between Clinic and School. School and Clinic will also mutually agree to the dates and length of the Program(s).

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

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all

activities of students at Clinic.

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

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Clinic's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Clinic. School shall also ensure that students follow Clinic's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

1.8 Clinic Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Clinic policies and procedures and shall require each student to conform to all such Clinic policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Clinic and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Clinic in administering care to patients in the context of training.

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

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

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

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party

shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF CLINIC

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

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

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

2.4 Accreditation. Clinic shall maintain Clinic so that it conforms to the requirements of the California Department of Health Services.

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

2.6 Space and Storage. At Clinic's discretion, it will provide students with classroom space within Clinic and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

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

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

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

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

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

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) year(s) unless terminated sooner as provided herein.

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

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

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

3.5 Publicity. Neither School nor Clinic shall cause to be published or disseminate any

advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

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

4. GENERAL PROVISIONS

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

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

4.3 Compliance. School acknowledges and agrees to abide by Clinic's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Clinic manager or through the Clinic's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Clinic the right to terminate this Agreement immediately at its sole discretion.

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

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

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

If to Clinic:
Mission Hospital's Camino Health Center
30300 Camino Capistrano
San Juan Capistrano, CA 92675
Attn: Executive Director

If to School:
Orange Coast College
2701 Fairview Rd.
Costa Mesa, CA 92626
Attn: Program Director of Medical Assistant/

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Mission Hospital's Camino Health Center

"CLINIC"

By: _____

Debra L. Drew
Its Executive Director

Date: _____

Coast Community College District

By: _____

President, Board of Trustees

Date: _____

Orange Coast College
"SCHOOL"

By: _____

Name: Kevin Ballinger
Title: Dean

Date: _____

CONTRACT FOR INVESTIGATION

This Contract for Investigation, entered into on the 16th day of January, 2010, is made by and between Susan Woolley, Attorney at Law (Woolley) and the Coast Community College District (the District). Woolley and the District agree as follows:

1. **Scope of Work.** The District is hiring Woolley to investigate **personnel matters as directed by the District.** ~~a personnel matter~~. The investigation will be conducted by Woolley or her employees. Upon completion of the investigation, Woolley will provide the District a written report. Woolley agrees to provide any supplemental information requested by the District.

2. **Materials.** The District agrees to provide Woolley with access to any and all documents, exhibits, materials or information (materials) related to the investigation which are necessary for Woolley to complete work pursuant to this Contract. The District agrees to promptly provide materials to Woolley if she requests them, and if the District is not prohibited from providing these materials.

3. **Reporting.** During the course of the investigation, Woolley will report to the District's general counsel. All privileges shall apply to the work performed by Woolley.

4. **Independent Contractor.** Woolley is retained as independent contractor and not as an employee of Coast Community College District.

5. **Fees for Services.** For all services rendered, the District will pay Woolley an hourly rate of $300.00 per hour billed in 1/10 hour increments, and exclusive of travel costs, which will be billed as set forth in paragraph 7 below.

6. **Payment Terms.** Woolley shall present invoices monthly or as requested by the District. All undisputed invoices are due and payable upon receipt. The District agrees to notify Woolley of any errors or disputed charges within ten (10) business days of the District's receipt of each invoice. Absent such timely notification, all invoiced charges and amounts billed shall be deemed accepted as accurate and payable by the District. Payment shall be made either by wire to Woolley's bank account or by direct payment to Woolley's address as provided in paragraph 14. The District's obligations to deliver payment in full in accordance with the terms of this Contract are not contingent on any particular findings by the investigator or on the outcome of the investigation.

7. **Travel.** Time spent in transit, but not working directly on services pursuant to this Contract, shall be compensated at an hourly rate of $150 per hour. Where Woolley is working directly on services pursuant to this Contract while in transit, she shall be compensated at her regular hourly rate of $300 per hour. Travel time is billed portal to portal.

8. **Additional Expenses.** The District agrees to reimburse Woolley for all expenses reasonably incurred in performance of this Contract, including but not limited to expenses relating to mailing, travel expenses, parking fees, messenger or overnight delivery charges, long-

distance telephone charges, and electronic research fees. The District agrees to pay for all time dedicated to performance of this Contract by paralegals, word processors, or other staff hired or contracted by Woolley. The District will not compensate Woolley for time spent on this Contract by Woolley's regular secretarial staff. Mileage will be billed at $.55 per mile.

8. **Confidentiality.** It is understood that Woolley will not disclose to anyone any facts relating to the investigation, except: (1) to the District's general counsel and to individuals designated by him; (2) to others involved in the investigation, but then only to the extent strictly necessary to conduct the investigation; and (3) to others as required by law.

9. **Termination.** The District may cancel this Contract at any time upon written notice of ten business days to Woolley. Woolley agrees to cease all work under this Contract on or before the effective date of such notice. In the event of termination or cancellation of this Contract by the District without cause, due to no fault or failure of performance by Woolley, Woolley shall be paid for work done in accordance with all of the terms and provisions of this Contract. In the event of termination by Coast Community College District for cause, Woolley shall be paid for all services satisfactorily performed prior to the effective date of termination or cancellation.

10. **Severability.** If any provision of this Contract is deemed unenforceable, the remaining provisions will be given full force and effect.

11. **Governing Law.** This Contract will be governed by and construed, interpreted, applied, and enforced according to the laws of California, including California law relating to choice of law.

12. **Counterparts.** This Contract may be signed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same Contract.

13. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relating to the subject matters set forth herein.

14. **Notice.** Any notice required under this Agreement shall be hand delivered or sent via certified mail, return receipt requested, and addressed or delivered to the party receiving notice at the address designated below. All such notices shall be addressed as follows:

COAST COMMUNITY COLLEGE DISTRICT:

Jack P. Lipton
General Counsel
Coast Community College District
BURKE, WILLIAMS & SORENSEN, LLP
2875 Michelle Drive, Suite 350
Irvine, California 92606-1028

INVESTIGATOR

Susan Woolley
Attorney at Law
35 N. Lake Avenue
Suite 960
Pasadena, CA 91101

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the date first mentioned above.

Coast Community College District:

By:_____
Jerry Patterson
President of the Board
Coast Community College District

Susan Woolley, Attorney at Law

By: _____
Susan Woolley
Attorney at Law

Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

Customer & Site Information		Mobile Modular Contact
Customer Information: **Coast CCD** 1370 Adams Ave Bldg D Costa Mesa, CA 92626 Shirley Spencer sspencer@coastline.edu (714) 241-6145	**Site Information:** Coast CCD 2990 Mesa Verde Drive East Costa Mesa, CA 92626 **Customer PO/Reference:** Exp: // By:	Questions? Please Contact: Terry Edwards Terry.Edwards@MobileModularRents.com Direct Phone: (925) 606-9000 All other inquiries: (951) 360-6600

Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x60 HCD (NonStd) *Non-Standard Configuration. Size excludes 3' towbar.*	1	**$1,599.00**	**$1,599.00**	Y

Charges Upon Delivery:	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 HCD (NonStd)				
			$0.00	
Security Deposit	1	**$4,799.00**	**$4,799.00**	N
		Taxes on One-Time Charges:	$0.00	
		Estimated Charges upon Delivery (incl Taxes):	$0.00	
		First Months Rent (incl Taxes):	$1,738.91	
		Security Deposit:	$4,799.00	
		Estimated Initial Invoice:	$6,537.91	

Charges Upon Return:	Qty	Charge Each	Total One Time	Taxable
Office, 48x60 HCD (NonStd)				
Prepare Equipment For Removal (A8)	1	**$2,800.00**	**$2,800.00**	N
Return Haulage 12 wide	4	**$350.00**	**$1,400.00**	N
Return Haulage Permit 12 wide	4	**$75.00**	**$300.00**	N
			$4,500.00	

Special Notes

This building was originally on contract 220052. The security deposit will be transferred from contract 220052.

Special Terms & Important Contractual Information

- A minimum cleaning charge of $125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.

Attachment 5

Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x60 RCD (NonStd)	**1**	**1097**	**$129,600.00**

Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

Incorporation by Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at [http://www.MobileModularRents.com/ContractTerms]. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR:	**LESSEE:**
Mobile Modular Management Corporation	Coast CCD
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement (an "**Agreement**") and the lease provisions on the Lessor's website at [http://www.MobileModularRents.com/ContractTerms] (the "**Incorporated Provisions**"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "**Lease Agreement**"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "**Lease**") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

2. **LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [http://www.MobileModularRents.com/ContractTerms] for the conditions under which the Equipment must be returned.

4. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such

extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:
(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and
(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "**Principal**"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE ($25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. **INSURANCE.**
(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.
(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor

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Contract: 220002070.1
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Start Rent Date: 07/01/2010

shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.** See alternate Waiver and indemnification. K

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the Lessee has been advised of the possibility of such damages.
(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**
(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.
(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules,

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regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**
(a) ~~In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.~~ 12
(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in ~~Alameda~~ Orange County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment. 12

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

20. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

21. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 10/1/08

~~**PERSONAL GUARANTY**~~

~~**ADDENDUM TO MOBILE MODULAR MANAGEMENT CORPORATION AGREEMENT:**~~ 12

The undersigned, jointly and severally, guarantee performance of the above Lease or Sale Agreement by Lessee/Buyer and payment of all sums due thereunder in event of default, hereby waiving any modification, amendment or extension and notice thereof.

FOR:	FOR:
(Lessee/Buyer Name)	(Lessee/Buyer Name)
(Guarantor's Signature)	(Guarantor's Signature)
(Print Name)	(Print Name)
(Print Title)	(Print Title)
(Print Home Address)	(Print Home Address)
(Print Home Phone Number)	(Print Home Phone Number)
(Date)	(Date)

ALTERNATE WAIVER AND INDEMNIFICATION

Lessee and Lessor agree to replace paragraph 12 of MMMC's Attachment A, Lease Terms and Conditions with the following language:

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Except if due to the negligence or willful misconduct of Lessor, under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by either party or for any collateral damages), whether or not caused by either party's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by either party hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee and Lessor agree to indemnify and hold harmless each other from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by either party, its employees, agents or any person invited, suffered or permitted by either party to use or be in, on or about the Equipment, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 and (iii) any theft or destruction of, or damage to, the Equipment. In no event shall either party be liable for Claims resulting from the negligence or willful misconduct of the other party. Lessee shall make all payments due under this Section upon demand by Lessor.

Initials_____(Lessee) Initials_____(Lessor)

WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL **AGREEMENT #:** 16-N-11

CFDA #(s): 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstrations and Research Projects
17.235 SCSEP

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

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J. EDD Independent Operator Reporting Requirements
K. OC Community Resources Contract Reimbursement Policy

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, Congress has enacted the "American Recovery and Reinvestment Act of 2009," hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic recovery, and assist those most impacted by the recession; and

WHEREAS, Congress has directed employment and training programs of American Recovery and Reinvestments Act to be administered through the Act; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, May 25, 2010 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed one million nine hundred eighty nine thousand three hundred ten dollars ($1,989,310) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

2. **TERM**

The effective term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. **STATEMENT OF WORK**

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

4. **TERMINATION**

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. **SERVICES**

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement

are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011, and that any and all funds remaining as of June 30, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed one million nine hundred eighty nine thousand three hundred ten dollars ($1,989,310).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2010, and **must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K.** Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation has been received and approved by COUNTY.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of $100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. **PERFORMANCE STANDARDS**

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. **PLANS AND PROCEDURES**

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. **SATISFACTORY WORK**

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. **REPORTS**

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by

CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

17. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

19. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

20. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

21. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how

the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

(1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;

(2) Effective internal controls to safeguard assets and assure their proper use;

(3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

(4) Source documentation to support accounting records; and

(5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

(1) Permit preparation of required reports;

(2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

(3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

(1) the Act;

(2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the

services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

24. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance

with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

(ii) It does not materially change other terms of this Agreement, and

(iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars ($5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be

submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under $5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

32. MUTUAL INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

33. **INSURANCE**

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 per occurrence
Sexual Misconduct	$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers'

Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or

reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any

provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,

title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country.There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

39. **DRUG FREE WORKPLACE**

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

40. **DEBARMENT**

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

41. **SECTARIAN ACTIVITIES**

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

42. **LITERATURE**

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

43. **LOBBYING**

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if

CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. **BREACH - SANCTIONS**

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY

Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources

OC Community Services / Community Investment Division

1300 South Grand Avenue

Building "B"

Santa Ana, California 92705

CONTRACTOR: Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____ By: _____
Steve Franks
Director, OC Community Resources

CONTRACTOR*

Dated: _____ By: _____
Jerry Patterson

Title: Board President
Coast Community College District

Dated: _____ By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

GENERAL PROGRAM REQUIREMENTS

Contractor: Coast Community College District

1. Project Summary:

A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.

B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.

C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

D. Governance References

1. Workforce Investment Act

   a. Workforce Investment Act of 1998

   b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

> A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.
>
> (20 CFR, PART 652, §662.100)

   c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA

   d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;

B. **Empower individuals** with information and resources they need to manage their own careers;

C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.

D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;

E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;

F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and

G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

STATEMENT OF WORK
(Program Year 2010-2011)

I. COORDINATION

A. General Overview

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the Workforce Investment Act of 1998 (WIA) and the American Recovery and Reinvestment Act of 2009 (ARRA).

WIA and ARRA are not entitlement programs, and selection for participation in these programs is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center patrons. CONTRACTOR shall maintain and improve upon the current system of service delivery by clearly exhibiting positive outcomes and meeting or exceeding the performance requirements outlined in this Agreement.

Performance Matrices for WIA and ARRA are consolidated within Exhibit C of this Agreement. All federal, state, and local WIA rules and regulations apply to services funded through ARRA. There shall be a seamless delivery system between ARRA and formula programs. All clients shall be served equitably, in the most effective and efficient manner.

ARRA funding incorporated within Exhibit D of this Agreement is allocated separately from WIA funding and shall be used to significantly increase capacity, services and resources for Adults and Dislocated Workers. Enhanced supportive services and training opportunities will be funded through other mechanisms and made available to participants enrolled in the One-Stop Centers.

B. Delivery Area

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

1. Services in the Northern Region shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.

2. Services in the Southern Region shall be offered through the One-Stop Center at 125 Technology Dr., West, Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

C. One-Stop Operator Responsibilities with Partners

1. Operating Agreements (OAs) shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to the Center.

   Operating Agreements shall include, but not be limited to:

   - Definition of Program Design including priority target populations that will be served;
   - A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal access services;
   - The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
   - A procedure for cross-referrals among the various partners including supportive services, On the Job Training, classroom training and other specialized services and programs;
   - A procedure for entering job orders/résumés into CalJOBS and other systems in use at the Center;
   - A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

   A copy of each Operating Agreement shall be sent to the OCWIB Administrative office. Operating Agreements shall be updated at the time of change in service provisions. If an Operating Agreement is already on file with the OCWIB, they do not need to be resubmitted annually. However, if a change in service provisions occurs during the program year, **CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.**

   The mandated WIA partners include:

   - Wagner-Peyser Act (WPA)
   - Unemployment Compensation (UI)
   - Veterans Workforce Programs

- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WtW)
- Title V of the Older Americans Act of 1965 (SECEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (Title I)
- Small Business Development Centers

2. Cost Sharing Agreements shall be negotiated and developed by CONTRACTOR with all partners located at the Comprehensive One-Stop Center.

   The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to; rent/space, staff (common receptionist), facility costs and equipment or supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the fair share of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

   CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement.

   Cost Sharing Agreements shall identify:

   - The proportionate share and allocation of each shared cost by each partner;
   - How the shared costs of the One-Stop Center will be paid; and
   - County-approved language pertaining to liability and indemnification.

   One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 30, 2010. Cost Sharing Agreements must be submitted on an annual basis. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

3. Other Non-Mandated Partners shall be developed between CONTRACTOR and government, business, labor, education, and/or training providers whose resources are leveraging federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs. **CONTRACTOR shall develop one new partnership each month. Partnership developed shall be reported in each monthly activity report and shall include name of organization, contribution to One-Stop system, in-kind contribution (if you can quantify) and expected outcome.** CONTRACTOR shall also assist the OCWIB to locate non-WIA sources of funding to supplement One-Stop operations.

   Non-mandated partners may include, but are not limited to the following:

   - Community Partners and Community Based Organizations
   - Education Partners (K-12, higher education, technical/vocational training schools)
   - Community Services Block Grant Agencies (CSBG)
   - Chamber of Commerce Organizations
   - Food Stamp Employment and Training
   - Economic Development Organizations
   - Labor Organizations
   - Literacy Program Providers
   - Business Organizations
   - Networking and Mentoring Organizations
   - Non-WIA Mandated Federal, State, and Local Governmental Agencies

4. Partner Training shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. **CONTRACTOR shall provide a list of all scheduled partner trainings to the OCWIB Administrative Offices by July 30, 2010.**

5. Quarterly Partner Meetings shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 30, 2010.**

6. Monthly Manager Partner Meetings with management staff shall occur on a monthly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, and to discuss any operational issues. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 30, 2010.**

7. One-Stop Center Monthly Activities Report shall include a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), job fairs, collaboration on grant applications, staff training and challenges related to One-Stop operations or partners. **CONTRACTOR shall submit One-Stop Center monthly activities report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

8. Universal Services Monthly Report shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. **CONTRACTOR shall submit universal services monthly report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. **The Center shall be fully staffed during all scheduled hours of operation.** In order to accommodate this, CONTRACTOR shall stagger staff schedules as necessary as well as coordinate scheduling with co-located partners.

Hours of Operation	
Monday, Tuesday, & Friday	8:00 a.m. – 5:00 p.m.
Wednesday and Thursday	8:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 12:00 p.m.

2. Holiday operation schedules shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

Days and Dates of Closures	PY 2010-11
Monday, July 5, 2010	Independence Day
Monday, September 6, 2010	Labor Day
Tuesday, October 11, 2010	Columbus Day
Thursday, November 11, 2010	Veteran's Day Observed
Thursday, November 25, 2010	Thanksgiving Day
Friday, November 26, 2010	Day after Thanksgiving
Friday, December 24, 2010	Christmas Eve
Friday, December 31, 2011	New Years Eve
Monday, January 17, 2011	Martin Luther King Jr. Day
Monday, February 21, 2011	President's Day
Monday, May 30, 2011	Memorial Day

3. There must be an assigned Manager-in Charge (MIC) throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. **A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2010.**

B. Staffing

1. One-Stop Center Staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff should be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.

   Staff shall be fully trained and have current knowledge of WIA/ARRA regulations and requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.

2. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to Discretionary and Specialized Programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:

   a. Conduct outreach and recruitment services to a targeted population;

b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;

c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;

d. Ensure that a resume has been developed for every enrolled participant;

e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;

f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;

g. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;

h. Work collaboratively with Job Developers and Business Services staff by providing resumes for all enrolled participants and to assist participants in job placement;

i. Develop relationships with all training providers;

j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;

k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer.

3. An Organizational Chart shall be maintained along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part. **CONTRACTOR shall provide the organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 30, 2010. Job descriptions and associated assignments are subject to OCWIB approval.** Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.

4. Customer Flow Charts for initial customer engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, a justification may be made by the OCWIB Administrative office. **CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 30, 2010. Customer flow charts and timelines are subject to OCWIB approval.**

5. A Physical Floor Plan for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 30, 2010.** Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB **Administration office must approve changes prior to implementation.**

6. A Telephone Directory for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 30, 2010.** Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.

7. Ongoing Substantial Services to Avoid Gaps in Service

   The CONTRACTOR shall provide case management services to all enrolled program participants receiving workforce development services. Services must also be provided to those participants who are enrolled in training. CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of these services shall be kept current in the customer's file and documented on the Individual Employment Plan (IEP). A substantial service does not include:

   - A standard mailing;
   - A basic question answered with little expenditure of staff time;
   - Access to or use of electronic self-services;
   - A determination of eligibility to participate in the program;
   - Self-described job search that does not result in a referral to a job; or
   - Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

   Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

C. Caseload Requirements

CONTRACTOR shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.

Workforce Specialists who are only providing case management services shall maintain a caseload of 100:1; those who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties of each staff are requested in section II B. 3 of this Exhibit.

D. Website and Website Tools

1. Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch.

2. Virtual Orientation shall be designed by CONTRACTOR in conjunction with the OCWIB. CONTRACTOR shall develop virtual orientation accessible via the One-Stop website as well as a video presentation that may be viewed at the One-Stop Center. For patrons with limited literacy and/or limited English, the One-Stop shall provide one-on-one orientations and workshops. The frequency of these orientations, as well as all workshop offerings, shall be included in a master calendar and published on a monthly basis for the public. **CONTRACTOR shall provide the master calendar to the OCWIB Administrative office prior to the first day of each month.** All patrons should receive an orientation on first day of their visit to the Center via electronic means, staff assistance, or group orientations.

E. Communication and Distributed Material

1. Outreach and recruitment materials shall be approved by the OCWIB staff prior to publication.

2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.

3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.

4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 07-06]

5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]

6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

   'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD07-6, 08-OCWDA-16

   CONTRACTOR shall include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

   'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____ . Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this _____(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

F. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring which includes, but is not limited to, a quality assurance system to review case files, crystal report rosters, gaps in service delivery and performance outcomes. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Caseloads falling below the established threshold shall be reported to management staff. Management staff shall be responsible for the equitable distribution of caseloads. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

CONTRACTOR shall provide a schedule of internal monitoring activities to the OCWIB Administrative Offices no less than once per Quarter.

G. File Maintenance and Documentation

A case file shall be maintained for every enrolled participant. At a minimum, the case file shall include information and documentation of the following:

- Program eligibility/determination of need;

- All source documents needed for validation (as referenced in State Directive WSDD-38, Information Notices WSIN 09-54 and WSIN 09-40, DOL TEN 8-09 and OCWIB Policy 09-OCWDA-38.
- All MIS forms as outlined in Section V of this Exhibit;
- Initial and/or Comprehensive Assessments, as applicable;
- IEP, including all updates of services provided and completed;
- Completed resume within three weeks of IEP;
- Approved ITA voucher (if applicable);
- Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
- Printed Case management notes showing provision of substantial services.

H. Customer Satisfaction Surveys

1. CONTRACTOR shall conduct confidential customer satisfaction surveys and shall:
   - Use a consistent implementation method or survey instrument as defined in OCWIB Information Notice 02-OCWDA-65;
   - Review surveys within 10 days of receipt; and
   - Maintain a file of completed surveys which shall be made available to the OCWIB upon request.

III. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency and assist clients to navigate through the system toward exit. CONTRACTOR shall devise a plan to exit the high number of enrollees who entered the system as a result of the ARRA funding. Plan shall be developed based upon review of case files, including gaps in service, participants who are employed, participants who are receiving services that can be provided in the universal area or those who can receive core services in follow-up. **CONTRACTOR shall submit exit plan (for the entire program year) to the OCWIB Administrative office by September 30, 2010.**

A. Target Population

1. Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach

and recruitment strategies as appropriate, and within the funding/eligibility guidelines for the following groups;

a. The general public seeking workforce services;

b. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, older worker population and people with disabilities;

c. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region;

d. Target population served by special projects include, but are not limited to, High Growth Initiative, Disability Program Navigator, Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, Mortgage and other industry cluster occupation programs; and

e. Former WIA enrollees in need of continued services including retention and follow-up.

2. The Outreach and Recruitment Plan shall guide the creation of a multi-level, One-Stop promotional kit that includes branding with the Orange County One-Stop system, business stationary, press release templates, media announcements including public service announcements (PSA's) for TV and radio, presentations for new and for existing customers and advertisements for placement in newspapers, business journals, and magazines. The outreach and recruiting plan shall demonstrate feasibility, specify strategic plans for programs and personnel, determine media and resources, innovation and define the overall outreach strategy to target populations. Outreach and recruitment methods may include formal advertising, flyers, brochures, word-of-mouth and other methods of program information dissemination. CONTRACTOR shall:

a. Conduct outreach and recruitment activities to attract individuals who would benefit from these available resources and who meet the eligibility requirements to receive such services;

b. Ensure that outreach and recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with mandated partners of the One-Stop Center;

c. Include a statement that indicates it is funded through the County of Orange/Orange County Workforce Investment Board. If other County department or partner funding is involved, materials shall acknowledge the department where the additional funding originated;

d. Work with the OCWIB to provide outreach and recruitment plan strategy adjustments, as needed, in order to increase system capacity and to enhance service provision;

e. Submit all outreach and recruitment materials to the OCWIB Administrative office for approval prior to publication and/or distribution; and

f. Update the current Recruitment Plan on file with the OCWIB to include any new methods of outreach and recruitment being performed, including any special project specific recruitments.

Due to the high number of adults and dislocated workers in the system, the outreach and recruitment plan shall only be applicable to special projects. The OCWIB will review the need for an outreach and recruitment plan on a quarterly basis. **CONTRACTOR shall submit recruitment plan (for current special projects) to the OCWIB Administrative office by August 30, 2010.**

B. Resource Room for One-Stop Universal Registered Patrons

1. Self-directed activities shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

2. Registration shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information in accordance with the requirements of OCWIB Policy 09-OCWDA-38 and State Directive WSIN 09-54. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.

3. Resource Room Staffing shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide

information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using the xerox and fax machines and using the computers and accessing the internet. **CONTRACTOR shall assign a staff person at each One-Stop to act as Counselor of the Day.**

4. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally the physical layout of the room shall meet ADA requirements. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

5. Orientations shall be conducted by CONTRACTOR to all customers entering the Center on the same day that they enter. Orientations may be conducted individually, in a group setting or virtually and shall provide a general overview of the programs and services available at the One-Stop. Orientations shall also provide information on partner programs and community resources. The orientation shall include a complete overview of the processes and procedures that program participants can expect as they proceed through the One-Stop system.

6. Initial assessments may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.

   Assessments conducted by another partner, may be used as documentation of this assessment. The Workforce Specialist may decide that additional tools/tests are necessary to determine the program participant's occupational interest or to determine reasons for their lack of success in finding employment. This process may be done through observation and/or a detailed interview.

7. Informational workshops shall be developed and facilitated by CONTRACTOR and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, construct a resume, and interviewing techniques. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. A copy of each workshop curriculum shall be provided to the OCWIB Administrative office.

   Topics for workshops may include, but are not limited to:

   - Get to Know Your One-Stop Center

- How to Write a Cover Letter and Resume
- Interview Techniques and Tips
- Discover Your Transferable Skills
- Overcoming Barriers to Employment
- How to Use the Internet in Your Job Search
- Accessing the Hidden Job Market
- Networking
- Labor Market Information
- Job Offer Negotiation
- Basic Computer Skills
- Business Writing Skills
- Effective Listening
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management

The master workshop schedule shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop calendar and listed on the website.

CONTRACTOR shall always have a back-up facilitator in the event the assigned presenter is sick or otherwise unavailable. Workshops shall not be cancelled once the monthly schedule has been published.

CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.

Conference room schedules shall be maintained and updated weekly. **CONTRACTOR shall submit conference room schedules to the OCWIB Administrative office concurrently with the monthly workshop schedule.**

C. Three Tiers of Service for Enrolled Program Participants

1. Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 09-OCWDA-32 shall determine the combination of services appropriate for individual customers. Pending EDD Directive, copies of all right to work documentation may be required to be included in the participant's file.

CONTRACTOR shall manage and provide the three tiers of service identified in the WIA.

2. Core Services shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
   a. Determination of whether the individual is eligible to receive WIA services;
   b. Intake and orientation;
   c. Initial Needs/Skill Assessment;
   d. Job search tools available in the Resource Room;
   e. Information on community resources including supportive services;
   f. Information on the eligibility requirements for all partner employment and training programs;
   g. Local, regional and statewide labor market information;
   h. Information on financial aid, including unemployment compensation;
   i. Information on certified education and training providers as well as local performance outcomes of service providers;
   j. Informational Workshops

3. Intensive Services shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency. Customers who are eligible under both adult and dislocated worker shall be enrolled as a dislocated worker to better accommodate funding availability which will enable more adults to be enrolled in the program. Intensive Services shall include:

   a. Comprehensive Assessment is an objective evaluation of academics, employment skills, barriers to employment and supportive services and training needs. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer.
      - Staff assisted, comprehensive assessment of skills, aptitudes, abilities and interests. As appropriate, CONTRACTOR shall provide a comprehensive

assessment to enrolled program participants who have been assigned to a Workforce Specialist during the intensive phase of services.

b. An Individual Employment Plan (IEP) shall be developed for each program participant accessing intensive services. This plan is a standardized document and serves as the "road map" and action plan that outlines what services are needed as well as what employment goals are expected to be obtained. As the needs of the individual change, the IEP shall be modified to reflect these changes. Guidelines for IEPs are contained in Informational Notice 08-OCWDA-25.

c. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, provide case management, act as an advocate on behalf of the customer and refer the customer to other resources that can meet the needs identified in the IEP.

d. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and sent electronically to Business Services and OJT Providers.

e. CONTRACTOR shall make a referral for supportive services only after the need has been identified and when no other funding is available to pay for the services. The provision of supportive services must be deemed necessary for the participant to continue WIA activities identified in the IEP.

f. CONTRACTOR shall provide job placement assistance to all enrolled participants. Coordination with Business Services is outlined in section III C.4.

g. CONTRACTOR shall provide retention and follow-up services for twelve months following placement in unsubsidized employment. Retention and follow up services are pivotal to the participant's success and the attainment of the performance standards as defined in Exhibit C. CONTRACTOR shall consider exiting participants who are receiving Core services and provide those services through follow-up.

4. Training Services shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 09-OCWDA-32. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may

also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment.

a. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the case file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.

b. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.

c. The following training services may be made available to individuals showing an assessed need:

- Skill Upgrading and Retraining: Short–term prevocational and stand alone services which may include adult basic education, ESL, GED and basic computer literacy.

- Job Readiness Training: job search skills, interviewing skills and soft skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency.

- Paid or unpaid work experience activities shall be designed to provide a planned, structured learning experience to program participants with the ultimate goal of transitioning them into non-subsidized employment. The WEX worksite may include public, private or not-for-profit organizations.

- Occupational Skills Training offered through Individual Training Accounts (ITAs). The ITA shall be established by CONTRACTOR on behalf of the program participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 09-OCWDA-34.

- On the Job Training (OJT) that has been established for program year 2009-10 participants may be completed during the first quarter of program year 2010-11. Funding, in an amount sufficient to cover those employer obligations, shall be permitted as a line item in the budgets incorporated into Exhibit D of this Agreement. Once these OJTs naturally terminate, no additional OJTs shall be permitted under this Agreement. All other OJT development shall be referred to the Business Services Contractor as detailed in section III C. 4.

d. CONTRACTOR shall collect progress reports and attendance records for participants enrolled in any training activity. Documentation shall be collected on a weekly basis and placed in the participant's file. For those participants who have completed training and are receiving core services, CONTRACTOR shall consider exiting those participants and provide those services through follow-up.

5. Coordination with Business Services Provider

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

a. Rapid Response CONTRACTOR shall assist and/or participate with Business Services Provider's Rapid Response activities. Assistance may include workshop sign-up and eligibility determination for WIA services. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.

b. Job Listings and Referrals shall be provided by the Business Services Provider. CONTRACTOR shall provide, in coordination with the Employment Development Department (EDD) and other partner staff, any job leads to be processed through the Business Services Provider. Both CONTRACTOR and Business Services Provider shall develop a mechanism to ensure that the same job leads are available to all customers throughout the system. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information. **CONTRACTOR shall submit a job listing coordination plan to the OCWIB Administrative office no later than July 30, 2010.**

c. Client Job Match shall be a coordinated effort between CONTRACTOR and Business Services Provider. CONTRACTOR shall develop a consistent pool of eligible job-ready clients that match available open employment positions from local businesses. CONTRACTOR shall provide an electronic resume (.doc

format) to the Business Service Provider. Access may also be provided through .ftp. CONTRACTOR shall be responsible for connecting with and following up with the Business Services Provider for participant's placement services. The Business Services Provider shall be responsible for marketing participants in need of employment to the businesses as a service to the business. Participants shall be informed that, during their job search, their resumes will be distributed to specific employment opportunities that match client's experience, skills and qualifications.

d. Job Fairs and Hiring Events shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for space coordination for events held at the One-Stop Centers.

e. Referral to On-the-Job Training (OJT) with an employer in the public, private non-profit or private-for-profit sector. This occupational training is available to WIA enrolled participants. Business Services Provider shall reimburse employer for services under the OJT contract directly from their program budget. OJTs shall be administered in accordance with OCWIB Policy 09-OCWDA-37.

6. Coordination with Supportive Services Provider

Supportive Services shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. WIA participants needing supportive services shall be referred to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.

IV. SPECIAL PROGRAMS

A. Senior Community Service Employment Program (SCSEP)

1. Program Description: The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. CONTRACTOR Responsibilities:

a. Recruit host agencies from cluster related industries.

b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.

c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year.

d. Approve Job Assignment Descriptions and execute Host Agency Agreements.

e. Collect, review and submit all participant timesheets to the OCWIB for processing of payroll. Due dates for the entire year are posted and distributed in advance.

f. Provide orientation for each participant prior to the first day at the Host Agency.

g. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date.

h. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes.

i. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes.

j. Maintain and update participant files and all required documents.

k. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded.

l. Coordinate with WIA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities.

m. Meet or exceed all performance outcomes as stated in Exhibit C.

n. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates.

o. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment.

p. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable.

q. Conduct and document work-site, health and safety evaluations annually.

B. Disability Program Navigator (DPN)

1. Program Description: The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop Center. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.

2. CONTRACTOR Responsibilities:
   a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
   b. Develop linkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
   c. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.
   d. Train CONTRACTOR staff on the proper use of Assistive Technologies located at the One-Stop.
   e. Train CONTRACTOR staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.
   f. In coordination with OCWIB, attend quarterly DPN and other regional meetings to foster partnership development and enhance program effectiveness.

C. New Start (Prison to Employment) Program

1. Program Description:

   California New Start – Prison-to-Employment program is designed to link offenders released from prison to jobs in their community. Inmate education, treatment and rehabilitation programs will provide needed skills prior to release. In addition, the program establishes partnerships with all three Orange County WIBs to connect parolees to local employment opportunities. CA New Start will be vital in reducing prisoner recidivism and improving parolee reintegration back into their communities. The partnership between California Department of Corrections and Rehabilitation

(CDCR), EDD, California WIB, and the One-Stop Centers shall provide a solid foundation for accomplishing this goal.

2. CONTRACTOR Responsibilities:

   a. Assist parolee population referred from CDCR's established referral process through Regional Division of Adult Parole Operations or individual's voluntary or self-referral.

   b. Maintain communication and follow-up on employment and activity status with parolee CDCR Agent of Record.

   c. Assist parolees access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs and their benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.

   d. Provide participants with core services, intensive services and training services, as deemed appropriate, and as outlined in section III. C. 1-3.

   e. Participate in Parole and Community Team (PACT) local meetings coordinated by the CDCR Division of Adult Parole Operations (DAPO).

   f. Participate in employer stakeholder forums with CDCR.

   g. Assist and provide input on Business Services' marketing employability of parolees to prospective employers in the community.

   h. Follow established WIA protocol for coordination with Business Services Provider as outlined in section III. C. 4.

   i. Access lists of employers developed by Business Services, ready to hire parolees and assist in adding and maintaining the list as additional employers are identified.

   j. Develop partnerships with local agencies that can offer additional services and resources to the parolee population.

   k. Meet or exceed all performance outcomes as stated in Exhibit C.

   l. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04, and subsequent updates of State Information Notice WSIN09-22.

V. PERFORMANCE

A. Performance Measures

The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards,

measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.

1. MIS Submission/Reporting: CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.
    - CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the JTA system.
    - CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified.
    - CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted.
    - CONTRACTOR'S Management shall review and approve all paperwork submitted to the OCWIB.
    - CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05.
    - CONTRACTOR shall document, in the customer's file, employment in the first, second, and third quarters after exit through source documents listed in DOL's Data Validation guide (TEN8-09). .
    - Failure to submit timely information may result in penalties including de-obligation of funds or revocation of the Agreement with the County of Orange.

2. ITA vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.

3. Follow-up forms shall be required for Quarters 1, 2 and 3 following participant exit. If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data. Follow up forms shall not be confused with follow up services.

4. Gaps in Service Delivery CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05. Refer to section II. B. 7 of this Exhibit for additional information.

5. Corrective Action Plans: Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
   a. Technical assistance and assessment of the causes of the low performance;
   b. Development and implementation of appropriate Corrective Action Plan(s) to ensure contract compliance; and
   c. Monitoring of subsequent performance to assess the impact of the corrective action plan(s)
   d. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with County of Orange.

VI. DELIVERABLES:

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner, so that unanticipated fund balances can be determined and reallocated to the best possible use. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized in Exhibit C.

A. Coordination

1. One copy of each Operating Agreement, if revisions were made, as outlined in section I.C.1. (page 2)
2. One copy of each Cost Sharing Agreement of each partner as outlined in section I.C.2. (page 3)
3. Scheduled partnership training as outlined in section I.C.4. (page 4)
4. Scheduled quarterly partner meetings as outlined in section I.C.5 (page 4)
5. Scheduled monthly partner management meetings as outlined in section I.C.6. (page 4)
6. Monthly One-Stop Activities Reports as outlined in section I.C.7.(page 5)
7. Universal Services Monthly Reports as outlined in section I.C.8. (page 6)

B. Service Standards

1. Manager In Charge and staff assignments for the winter holidays as outlined in section II.A.3. (page 6)
2. Staff Organizational Chart as outlined in section II.B.3. (page 7)
3. Customer Flow Charts as outlined in section II.B.4. (page 7)
4. Physical Floor Plan as outlined in section II.B.5 (page 8)

5. Telephone Directory as outlined in section II.B.6 (page 8)
6. Website design, layout and content as outlined in section II.D.2 (page 8)
7. Marketing materials as outlined in section II.E. (pages 9-10)
8. Schedule of internal monitoring as outlined in section II.F. (page 10)

C. Service Delivery

1. Exit Plan as outlined in section III (page 11)
2. Outreach and Recruitment plan as outlined in section III.A.2. (page 11)
3. One-Stop Workshop and Events calendar as outlined is section III.B.7. (page 15)
4. Conference room schedule as outlined in section III.B.7. (page 15)
5. Job Listing Coordination Plan as outlined in section IV.B. (page 19)

D. Deliverables Unique to Special Programs

1. Senior Community Service Employment Program (SCSEP)
   a. Spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency.
   b. Annual recertification of eligibility of all active participants which should be completed prior to participant's anniversary date. Timely completion and submission of required SPARQ forms is important to prevent "reject" error messages in the system.
   c. Timely submission of required SPARQ forms to capture new enrollments, community service assignments, approved breaks in service, exits or any participant updates in the system.

2. Disability Program Navigator (DPN)
   a. EDD Quarterly performance reports shall be submitted to the OCWIB for transmission to the State of California no later than the 10th day after the end of each quarter.
   b. Maintain tracking of individuals receiving direct assistance from the DPN. This information shall be provided to the OCWIB no later than the 15th day after the end of each quarter. Report should include, at minimum, the Participant's name and a brief description of the service provided.
   c. Develop a sustainability plan for program continuance beyond PY 10/11. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made

available to Workforce Specialists for ongoing usage. **Written sustainability plan shall be submitted to the OCWIB by March 31, 2011.**

3. New Start (Prison to Employment) Program:

   a. Develop a sustainability plan for program continuance beyond PY 10/11. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. **Written sustainability plan shall be submitted to the OCWIB by March 31, 2011.**

E. Invoices

1. **All program invoices including two original sets with wet signatures are due to the OCWIB by the twentieth day following the month being reported.**
2. Invoice templates shall be provided by the Orange County Community Resources (OCCR) Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K of this Agreement.

F. Performance

1. MIS Forms as outlined in section V.A.1 (page 24)
2. ITA vouchers as outlined in section V.A.2. (page 24)
3. Follow up forms as outlined in section V.A.3. (pages 24)
4. Supplemental Data as outlined in section V.A.3. (page 24)
5. Corrective Action Plans, if applicable, as outlined in section V.A.5 (page 25)

WIA/ARRA PERFORMANCE
JULY 1, 2010-JUNE 30, 2011

CONTRACTOR has agreed to provide employment and training services to *WIA/ARRA Disadvantaged Adult, Dislocated Workers, and Special Programs* as specified in Exhibits A and B of this Agreement. CONTRACTOR shall submit the following deliverables on the specified due dates:

Coordination Deliverable	Due Date
Operating Agreements with One-Stop Center(s) Partners [I.C.1 (page 2)]	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner [I.C.2 (page 3)]	September 30, 2010
Partnership Training Schedule [I.C.4 (page 4)]	July 30, 2010
Partnership Quarterly Meetings Schedule [I.C.4 (page 4)]	July 30, 2010
Manager Partner Meetings Schedule [I.C.6 (page 5)]	July 30, 2010
Activities Reports [I.C.7 (page 5)]	10th day after the end of each month
Universal Services Monthly Reports [I.C.8(page 5)]	10th day after the end of each month
Manager In Charge and holiday staffing schedule [II.A.3(page 6)]	December 10, 2010
Organizational Chart [II.B 3(page 7)]	July 30, 2010
Customer Flow Chart [II.B.4 (page 7)]	July 30, 2010
Physical Floor Plan [II.B.5 (page 8)]	July 30, 2010
Telephone Directory [II.B.6 (page 8)]	July 30, 2010
Website Design, Layout and Content Calendar [II.D.2 (page 8)]	As developed
Marketing Materials [II.E.(pages 9-10)]	As developed
Schedule of Internal Monitoring [II.F.(page 10)]	No less than once before end of quarter
Exit Plan [III.(page 11)]	September 30, 2010
Outreach and Recruitment Plan [III.A.2 (page 11)]	August 30, 2010
One-Stop Workshop and Events Calendar [III.B.7 (page 15)]	Last day of the preceding month
Conference Room Schedules [III.B.7 (page 15)]	Last day of the preceding month
Job Listing Coordination Plan [III.C.5.b(page 19)]	July 30, 2010
Senior Community Employment Program (SCSEP) Deliverables	**Due Date**
Participant Hours and Host Agency Supervisory Hours Summary [IV.A.2.e (page 21)]	Monday before the end of each pay period
Participants recertification of Eligibility [IV.A.2.g (page 21)]	Prior to participant's Anniversary Date
SPARQ Forms [IV.A.2 (page 26)]	As Specified by OCWIB Policy

Disability Program Navigator Deliverables	Due Date
EDD Quarterly Performance Reports [VI.D.2.a (page 26)]	10th day after the end of each quarter
Individual's Receiving Assistance Tracking Report [VI.D.2.b.(page 26)]	15th day after the end of each quarter
Sustainability Plan [VI.D.2.c.(pages 26-27)]	March 31, 2011
New Start (Prison to Employment) Deliverables	**Due Date**
Sustainability Plan [VI.D.3.a.(page 27)]	March 31, 2011
Invoices Deliverables	**Due Date**
Invoices [VI.E (page 27)]	20th of each month
Performance Deliverables	**Due Date**
MIS Forms [V.A.1(page 24)]	As specified by OCWIB Policy
ITA Vouchers [V.A.1(page 24)]	As specified by OCWIB Policy
Follow Up Forms [V.A.2(page 24)]	As specified by OCWIB Policy
Supplemental Data [V.A.3(page 24)]	As Specified in 'Base Wage' letters
Corrective Action Plans [V.A.5(page 25)]	As directed by OCWIB Staff

CCCD, One-Stop Center - Northern Region
WIA & ARRA PERFORMANCE
Disadvantaged Adult Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. New Enrollments	40	80	120	161
B. WIA Carryovers from Prior Program Year	214	214	214	214
C. Total Enrollments (A+B=C)	254	294	334	375

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. WIA Registered Core Enrollments	254	294	334	375
B. WIA Intensive Enrollments	193	223	254	285
C. WIA Training Enrollments	96	111	126	139

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. Total Exits	45	90	135	180
B. Entry into Unsubsidized Employment 1 B=(A)*(.795) Q1 after exit	36	72	107	143
C. Retention in Unsubsidized Employment at six months 2 C=B*(.835) Q2 and Q3 after exit	30	61	90	119
D. Average Earnings in six months 3 ($15,200)	$15,220			

1 The Performance Standard for this measure is 79.5% of participants who exit must be placed in the 1st quarter after exit.
2 The Performance Standard for this measure is 83.5% of the participants who were placed and must still be employed in the 2nd an
3 The Performance Standard of this measure is $15,220 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit

Note: This table reflects combined goals and performance measures for the WIA and ARRA Contracts.

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	79.5%
Retention	83.5%
Average Earnings	$15,220

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	**Time Period (Exit Cohort) to be Reported**
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Adult Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

CCCD, One-Stop Center - Northern Region
WIA & ARRA PERFORMANCE
Dislocated Worker Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. New Enrollments	86	172	258	343
B. WIA Carryovers from Prior Program Year	486	486	486	486
C. Total Enrollments (A+B=C)	572	658	744	828

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. WIA Registered Core Enrollments	572	658	744	828
B. WIA Intensive Enrollments	440	507	573	638
C. WIA Training Enrollments	223	256	290	323

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. Total Exits	100	180	280	398
B. Entry into Unsubsidized Employment 1 B=(A)*(.825) Q1 after exit	83	149	231	328
C. Retention in Unsubsidized Employment at six months 2 C=B*(.89) Q2 and Q3 after exit	74	134	208	292
D. Average Earnings in six months 3 ($16,700)	$16,700			

1 The Performance Standard for this measure is 82.5% of participants who exit must be placed in the 1st quarter after exit.
2 The Performance Standard for this measure is 89% of the participants who were placed must still be employed in the 2nd and 3rd q
3 The Performance Standard of this measure is $16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit

Note: This table reflects combined goals and performance measures for the WIA and ARRA Contracts.

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	82.5%
Retention	89.0%
Average Earnings	$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	**Time Period (Exit Cohort) to be Reported**
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

Description of Adult Common Measures
(TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

# of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

# of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Exhibit C
16-N-11

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 (Goals are system-wide numbers for both North and South)		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Modified Positions	Total number of modified positions	91
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 91 = 92)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	84%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	40.10%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71.90%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	$9,382
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospect s and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.04

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

Exhibit C
16-N-11

Appropriations Act- SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 (Goals are system-wide numbers for both North and South)		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Modified Positions	Total number of modified positions	44
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 44 = 44)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	84%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	40.10%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71.90%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	$9,382
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospect s and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.04

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries				-
	Benefits				-
	Monthly Rent	7,440	4,377	2,773	14,590
	Lease Termination Cost	51,062	30,036	19,023	100,121
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Meetings / Conferences				-
	Telephone	418	246	156	820
	Equipment (under $5,000)				-
	Equipment Lease	423	249	157	829
	Insurance				
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies				-
	Consultant/Subcontract (under $10,000)				-
	Consultant/Subcontract (over $10,000)				-
	Travel / Mileage				-
	Other:				-
	Operations Related Activities Subtotal	59,343	34,908	22,109	116,360
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	**59,343**	**34,908**	**22,109**	**116,360**
ADMINISTRATION	**Administration:**				
	Salaries				-
	Benefits				-
	Other: Indirect	1,760	1,035	655	3,450
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**1,760**	**1,035**	**655**	**3,450**
	Grand Total	**61,103**	**35,943**	**22,764**	**119,810**

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries				-
	Benefits				-
	Monthly Rent	21,243	18,279	9,880	49,402
	Lease Termination Cost	87,409	75,212	40,656	203,277
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Meetings / Conferences				-
	Telephone	1,152	991	536	2,679
	Equipment (under $5,000)				-
	Equipment Lease	1,355	1,166	630	3,151
	Insurance				
	Professional Memberships	645	555	300	1,500
	Subscriptions				-
	Postage				-
	Office Supplies	2,365	2,035	1,100	5,500
	Consultant/Subcontract (under $10,000)				-
	Consultant/Subcontract (over $10,000)				-
	Travel / Mileage		975	525	1,500
	Other:	2,967	2,553	1,381	6,901
	Operations Related Activities Subtotal	117,136	101,766	55,008	273,910
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	**117,136**	**101,766**	**55,008**	**273,910**
ADMINISTRATION	**Administration:**				
	Salaries				-
	Benefits				-
	Other: Indirect	3,493	3,006	1,624	8,123
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**3,493**	**3,006**	**1,624**	**8,123**
	Grand Total	**120,629**	**104,772**	**56,632**	**282,033**

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region
FY 10/11

	ADDITIONAL FUNDING	Budget SCSEP -OC
PROGRAM	**Operations Activities:**	
	Salaries	47,790
	Benefits	21,437
	Office Supplies	321
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	69,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**69,548**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**-**
	Grand Total	**69,548**

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	ADDITIONAL FUNDING	Budget DPN
PROGRAM	**Operations Activities:**	
	Salaries	26,082
	Benefits	5,049
	Office Supplies	326
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	31,457
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**31,457**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	943
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**943**
	Grand Total	**32,400**

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	ARRA - ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries	82,184	136,095	64,998	283,277
	Benefits	31,187	26,318	26,006	83,511
	Monthly Rent	34,987	20,581	13,034	68,602
	Lease Termination Cost				-
	Staff Training	918	540	342	1,800
	Printing	740	435	275	1,450
	Publications/Marketing Material	648	381	241	1,270
	Meetings / Conferences	485	285	180	950
	Telephone	1,668	981	622	3,271
	Equipment (under $5,000)				-
	Equipment Lease	1,687	992	629	3,308
	Insurance				
	Professional Memberships	332	195	123	650
	Subscriptions	449	264	167	880
	Postage	344	203	128	675
	Office Supplies	1,923	1,131	716	3,770
	Consultant/Subcontract (under $10,000)				-
	Consultant/Subcontract (over $10,000)				-
	Travel / Mileage		1,647	1,053	2,700
	Other:	1,938	1,140	722	3,800
	Operations Related Activities Subtotal	159,490	191,188	109,236	459,914
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT		4,602	2,943	7,545
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	4,602	2,943	7,545
	Program Subtotal	**159,490**	**195,790**	**112,179**	**467,459**
ADMINISTRATIO	**Administration:**				
	Salaries		644	412	1,056
	Benefits		295	188	483
	Other: Indirect	4,682	2,754	1,745	9,181
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**4,682**	**3,693**	**2,345**	**10,720**
	Grand Total	**164,172**	**199,483**	**114,524**	**478,179**

Exhibit D
16N-11

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	ARRA-DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries	84,654	316,177	177,081	577,912
	Benefits	31,665	119,041	64,099	214,805
	Monthly Rent	54,292	46,717	25,252	126,261
	Lease Termination Cost				-
	Staff Training	1,084	932	504	2,520
	Printing	1,161	999	540	2,700
	Publications/Marketing Material	1,548	1,332	720	3,600
	Meetings / Conferences	976	840	454	2,270
	Telephone	2,963	2,549	1,378	6,890
	Equipment (under $5,000)				-
	Equipment Lease	2,997	2,579	1,393	6,969
	Insurance				
	Professional Memberships	559	481	260	1,300
	Subscriptions	710	611	329	1,650
	Postage	645	555	300	1,500
	Office Supplies	4,171	3,589	1,940	9,700
	Consultant/Subcontract (under $10,000)				-
	Consultant/Subcontract (over $10,000)				-
	Travel / Mileage		975	525	1,500
	Other:	3,354	2,886	1,560	7,800
	Operations Related Activities Subtotal	190,779	500,263	276,335	967,377
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT		12,188	6,562	18,750
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	12,188	6,562	18,750
	Program Subtotal	**190,779**	**512,451**	**282,897**	**986,127**
ADMINISTRATION	**Administration:**				
	Salaries		935	303	1,238
	Benefits		412	222	634
	Other: Indirect	8,317	7,156	3,868	19,341
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**8,317**	**8,503**	**4,393**	**21,213**
	Grand Total	**199,096**	**520,954**	**287,290**	**1,007,340**

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

Adult

COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 10/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
PROGRAM					
1 Salaries	-	-	-	-	-
2 Benefits	-	-	-	-	-
3 Monthly Rent	3,648	3,648	3,648	3,646	**14,590**
4 Lease Termination Cost				100,121	**100,121**
5 Staff Training	-	-	-	-	-
6 Printing	-	-	-	-	-
7 Publications/Marketing Material	-	-	-	-	-
8 Meeting / Conferences	-	-	-	-	-
9 Telephone	123	205	287	205	**820**
10 Equipment :under $5,000		-	-	-	-
11 Equipment Lease	207	207	207	208	**829**
12 Insurance					-
13 Professional Memberships	-	-	-	-	-
14 Subscriptions	-	-	-	-	-
15 Postage	-	-	-	-	-
16 Office Supplies	-	-	-	-	-
17 Consultant/Subcontract (under $10,000)	-	-	-	-	-
18 Consultant/Subcontract (over $10,000)					-
19 Travel/Mileage	-	-	-	-	-
20 Other:	-	-	-	-	-
21 Participant Wages & Benefits					
22 Employer Reimbursement/OJT					
23 Participant Training Cost					
24 Participant Supportive Services	-	-	-	-	-
25 Other:					
ADMINISTRATION					-
1 Salaries	-	-	-	-	-
2 Benefits	-	-	-	-	-
3 Operations					-
4 Indirect	159	162	166	2,963	**3,450**
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	**4,137**	**4,222**	**4,308**	**107,143**	**119,810**

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

Dislocated Workers

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	-	-	-	-	-
2	Benefits	-	-	-	-	-
3	Monthly Rent	12,351	12,351	12,351	12,349	**49,402**
4	Lease Termination Cost				203,277	**203,277**
5	Staff Training	-	-	-	-	-
6	Printing	-	-	-	-	-
7	Publications/Marketing Material	-	-	-	-	-
8	Meeting / Conferences	-	-	-	-	-
9	Telephone	402	670	938	669	**2,679**
11	Equipment :under $5,000		-	-	-	-
11	Equipment Lease	788	788	788	787	**3,151**
12	Insurance					-
13	Professional Memberships	225	375	525	375	**1,500**
14	Subscriptions	-	-	-	-	-
15	Postage	-	-	-	-	-
16	Office Supplies	825	1,375	1,925	1,375	**5,500**
17	Consultant/Subcontract (under $11,000)	-	-	-	-	-
18	Consultant/Subcontract (over $11,000)					-
19	Travel/Mileage	225	375	525	375	**1,500**
20	Other:	1,035	1,725	2,415	1,726	**6,901**
21	Participant Wages & Benefits					
22	Employer Reimbursement/OJT					
23	Participant Training Cost					
24	Participant Supportive Services	-	-	-	-	-
25	Other:					
	ADMINISTRATION					-
1	Salaries	-	-	-	-	-
2	Benefits	-	-	-	-	-
3	Operations					-
4	Indirect	593	637	682	6,211	**8,123**
5	Travel/Mileage					-
6	Other:					-
	GRAND TOTAL	**16,444**	**18,296**	**20,149**	**227,144**	**282,033**

Exhibit D
16N-11

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

SCSEP

COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
PROGRAM					
1 Salaries	11,948	11,948	11,948	11,946	**47,790**
2 Benefits	5,359	5,359	5,359	5,360	**21,437**
3 Office Supplies	48	80	112	81	**321**
4 Equipment : $5,000 or Over					-
5 Equipment : $1 - $4,999					-
6 Supplies					-
7 Consultant/Subcontract					-
8 Travel/Mileage					-
9 Participant Wages and Benefits					-
11 Employer Reimbursement (OJT)					-
11 Participant Training Cost					-
12 Participant Supportive Services					-
13 Other:					-
					-
ADMINISTRATION					-
1 Salaries					-
2 Benefits					-
3 Operations					-
4 Indirect					-
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	**17,355**	**17,387**	**17,419**	**17,387**	**69,548**

Exhibit D
16N-11

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

DPN

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	6,521	6,521	6,521	6,519	**26,082**
2	Benefits	1,262	1,262	1,262	1,263	**5,049**
3	Office Supplies	33	39	114	140	**326**
4	Lease Termination Cost					-
5	Equipment : $5,000 or Over					-
6	Equipment : $1 - $4,999					-
7	Supplies					-
8	Consultant/Subcontract					-
9	Travel/Mileage					-
11	Participant Wages and Benefits					-
11	Employer Reimbursement (OJT)					-
12	Participant Training Cost					-
13	Participant Supportive Services					-
14	Other:					-
						-
	ADMINISTRATION					-
1	Salaries					-
2	Benefits					-
3	Operations					-
4	Indirect	313	313	316	1	**943**
5	Travel/Mileage					-
6	Other:					-
	GRAND TOTAL	**8,129**	**8,135**	**8,213**	**7,923**	**32,400**

Exhibit D
16N-11

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

ARRA-Adult

	COST CATEGORIES	Qt 1 7/1/10- 9/30/10	Qt 2 11/1/10- 12/31/10	Qt 3 1/1/11- 3/31/11	Qt 4 4/1/11- 6/30/11	Total
	PROGRAM					
1	Salaries	212,458	70,819	-	-	**283,277**
2	Benefits	62,633	20,878	-	-	**83,511**
3	Monthly Rent	51,452	17,150	-	-	**68,602**
4	Lease Termination Cost				-	**-**
5	Staff Training	1,530	270	-	-	**1,800**
6	Printing	1,233	217	-	-	**1,450**
7	Publications/Marketing Material	1,080	190	-	-	**1,270**
8	Meeting / Conferences	808	142	-	-	**950**
9	Telephone	2,780	491	-	-	**3,271**
11	Equipment :under $5,000		-	-	-	**-**
11	Equipment Lease	2,812	496	-	-	**3,308**
12	Insurance					**-**
13	Professional Memberships	553	97	-	-	**650**
14	Subscriptions	748	132	-	-	**880**
15	Postage	574	101	-	-	**675**
16	Office Supplies	3,205	565	-	-	**3,770**
17	Consultant/Subcontract (under $11,000)	-	-	-	-	**-**
18	Consultant/Subcontract (over $11,000)					**-**
19	Travel/Mileage	2,295	405	-	-	**2,700**
20	Other:	3,230	570	-	-	**3,800**
21	Participant Wages & Benefits					
22	Employer Reimbursement/OJT	6,413	1,132	-	-	**7,545**
23	Participant Training Cost					
24	Participant Supportive Services	-	-	-	-	**-**
25	Other:					
	ADMINISTRATION					**-**
1	Salaries	792	264	-	-	**1,056**
2	Benefits	362	121	-	-	**483**
3	Operations					**-**
4	Indirect	9,181	-	-	-	**9,181**
5	Travel/Mileage					**-**
6	Other:					**-**
	GRAND TOTAL	**364,139**	**114,040**	**-**	**-**	**478,179**

ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN

ARRA-Dislocated Workers

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	433,434	144,478	-	-	**577,912**
2	Benefits	161,104	53,701	-	-	**214,805**
3	Monthly Rent	101,009	25,252	-	-	**126,261**
4	Lease Termination Cost				-	**-**
5	Staff Training	2,016	504	-	-	**2,520**
6	Printing	2,160	540	-	-	**2,700**
7	Publications/Marketing Material	2,880	720	-	-	**3,600**
8	Meeting / Conferences	1,816	454	-	-	**2,270**
9	Telephone	5,512	1,378	-	-	**6,890**
11	Equipment :under $5,000		-	-	-	**-**
11	Equipment Lease	5,575	1,394	-	-	**6,969**
12	Insurance					**-**
13	Professional Memberships	1,040	260	-	-	**1,300**
14	Subscriptions	1,320	330	-	-	**1,650**
15	Postage	1,200	300	-	-	**1,500**
16	Office Supplies	7,760	1,940	-	-	**9,700**
17	Consultant/Subcontract (under $11,000)	-	-	-	-	**-**
18	Consultant/Subcontract (over $11,000)					**-**
19	Travel/Mileage	1,200	300	-	-	**1,500**
20	Other:	6,240	1,560	-	-	**7,800**
21	Participant Wages & Benefits					
22	Employer Reimbursement/OJT	15,000	3,750	-	-	**18,750**
23	Participant Training Cost					
24	Participant Supportive Services	-	-	-	-	**-**
25	Other:					
	ADMINISTRATION					**-**
1	Salaries	929	309	-	-	**1,238**
2	Benefits	476	158	-	-	**634**
3	Operations					**-**
4	Indirect	19,341	-	-	-	**19,341**
5	Travel/Mileage					**-**
6	Other:					**-**
	GRAND TOTAL	**770,012**	**237,328**	**-**	**-**	**1,007,340**

Exhibit D1
16-N-11

Personnel Breakdown by Funding Stream

Coast Community College District / Coastline Community College/Orange County One-Stop Center - North

Estimated Percent of Time Charged To:

Name	Position Title*	Salary	Full Time Equivalent	WIA Adult	WIA Dislocated Worker	SCSEP	Vets3-25%	Vets3-15%	DPN	ARRA-DA	ARRA-DW	Non-WIA Contract		Total
Lois Wilkerson	Director	140,811	0%											0%
Jan Duncan	Supervisor	71,692	100%				5%	5%		27%	63%			100%
Jinny Hanson	Program Manager	107,624	100%							15%	35%			50%
Mai Le	Supervisor	71,692	100%							27%	63%	10%		100%
Duc Au	WIA Support Clerk	44,653	100%							50%	50%			100%
Rena Drake	Workforce Specialist	45,947	100%							30%	70%			100%
Dolores Durkee	Eligibility Tech	48,814	100%							30%	70%			100%
Kevin Eldridge	Workforce Specialist	53,366	100%							30%	70%			100%
Leslie Hargrove	Admin Specialist	53,671	100%							30%	70%			100%
Anthony Hou	Workforce Specialist	53,366	100%							30%	70%			100%
Kathy Jensen	Workforce Specialist	53,366	100%							30%	70%			100%
Ann Kennedy	Workforce Specialist	54,094	100%							30%	70%			100%
Isabelle Krasney	Corporate Developer	68,168	100%							15%	35%			50%
Deborah Lewis	Workforce Specialist	47,114	100%							30%	70%			100%
Carlos Martinez	Office Asst	46,481	100%							50%	50%			100%
Linda Mellor	Staff Specialist	60,256	100%			43%				57%				100%
Minh T. Nguyen	WIA Support Clerk	45,745	100%							30%	70%			100%
Jonathan Pham	Workforce Specialist	44,168	100%							30%	70%			100%
Thida Bruno-Pok	Workforce Specialist	53,366	100%							30%	70%			100%
Victoria Rhoades	Workforce Specialist	53,366	100%				45%	45%		5%	5%			100%
Irma Rivera	WIA Support Clerk	45,745	100%							50%	50%			100%
Khen Sayasy	Systems Analyst	76,629	100%				5%	5%		12%	28%	10%		60%
Soronite Suos	Workforce Specialist	46,920	100%							30%	70%			100%
Tom Tran	Workforce Specialist	53,366	100%			41%								41%
Martha Tran-Nguyen	Workforce Specialist	53,002	100%							30%	70%			100%
Luz Vega-Gutierra	WIA Support Clerk	45,381	100%							50%	50%			100%
Jocelyn Wang	Budget/Office Clerk	49,178	100%							50%	50%			100%
* Brett Crews	Workforce Specialist	18,811	100%							50%	50%			100%
* Tan Dang	Office Asst	13,364	100%							50%	50%			100%
* Joshua Johnson	Budget/Office Clerk	25,215	100%							30%	70%			100%
* Sue Miller	Office Asst.	14,033	100%							30%	70%			100%
* Trung Nguyen	WIA Support Clerk	19,754	100%							50%	50%			100%
* Nicole Ramirez	Office Asst	22,870	100%							30%	70%			100%
* Mandana Rahimi	Programmer	30,650	100%							50%	50%			100%
* Paul Salazar	Workforce Specialist	25,215	100%				50%	50%						100%
* Lloyd Saposnek	Disability Navigator	39,123	100%						80%	20%				100%
* Sean Watson	Office Asst.	19,754	100%							30%	70%			100%
* Tracy Watson	Office Asst.	19,754	100%							15%	35%			50%
		1,836,524	3700%	0%	0%	84%	105%	105%	80%	1153%	1904%	20%	0%	3451%

EXHIBIT E
16-N-11

State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)

COMPANY /ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The danger of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME JERRY PATTERSON

DATE EXECUTED EXECUTED IN THE COUNTY OF ORANGE

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE BOARD PRESIDENT

FEDERAL ID NUMBER 95-6002272

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

JERRY PATTERSON, BOARD PRESIDENT

Name and Title of Authorized Representative

Signature Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspend ed, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit G
16-N-11

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

FORMULA

COAST COMMUNITY COLLEGE DISTRICT	ONE-STOP PROGRAMS
Grantee/Contractor Organization	Program/Title

JERRY PATTERSON, BOARD PRESIDENT
Name and Title of Authorized Signatory

Signature Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____Quarter_____ Date of last report_____

4. Name and Address of Reporting Entity: Prime Subawardee Tier _____;if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department / Agency:	7. Federal Program Name/Description: CFDA Number, if known:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):
11. Amount of Payment (check all that apply): $_____ actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify:_____
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature:_____ value:	

14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:

15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $ 10,000 and not more than $ 100,000 for each such failure	Signature:_____ Print Name: JERRY PATTERSON Title: BOARD PRESIDENT Telephone No. (714) 438-4607 Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity:_____ Page_____of_____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C, 6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32--C, 4410-15-C~ 4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C, 6560-50-C; 8820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75 55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -s 1 U-42-C

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

	JERRY PATTERSON	BOARD PRESIDENT
Authorized Signature	Name	Title

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A - EXEMPT

First Name _____ Middle Initial _____ Last Name _____

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date _____ Expiration Date _____

Community Resources
Our Community. Our Commitment.

Subject: OC Community Resources Contract Reimbursement Policy

Effective: July 1, 2010

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:
July 1, 2010

REFERENCES:
Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:
1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
    a. General ledger/expense transaction report
    b. Payroll register or labor distribution report
    c. Payroll allocation plan
    d. Benefit plan and calculation of benefit
    e. Employer-employee contract for non-customary benefits
    f. Purchase orders, invoices, and receipts
    g. Cashed checks
    h. Check register
    i. Consultant/sub-contractor invoices (with description of services)
    j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
    k. Pre-approval documentation for equipment purchases equal to or greater than $5,000

7. The following is required with the first month's invoice:
    a. Cost allocation plan for rent, utilities, etc.
    b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
   "I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
    OC Community Resources Accounting
    1300 S. Grand, Building B, 2nd Floor
    Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-567-7481 or win.swe@occr.ocgov.com**
- **OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com**
- **WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com**
- **H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com**

WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL **AGREEMENT #:** 16-S-11

CFDA #(s): 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstrations and Research Projects
17.235 SCSEP

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

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F. Suspension & Debarment
G. Certification Regarding Lobbying
H. Disclosure Form to Report Lobbying
I. Child Support Enforcement Provision (for profit only providers)
J. EDD Independent Operator Reporting Requirements
K. OC Community Resources Contract Reimbursement Policy

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, Congress has enacted the "American Recovery and Reinvestment Act of 2009," hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic recovery, and assist those most impacted by the recession; and

WHEREAS, Congress has directed employment and training programs of American Recovery and Reinvestments Act to be administered through the Act; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, May 25, 2010 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed one million nine hundred fifty six thousand nine hundred ten dollars ($1,956,910) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

2. TERM

The effective term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

4. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement

are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011, and that any and all funds remaining as of June 30, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed one million nine hundred fifty six thousand nine hundred ten dollars ($1,956,910).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2010, and **must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K.** Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation has been received and approved by COUNTY.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of $100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by

CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

17. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

19. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statues and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

20. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

21. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how

the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

(1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;

(2) Effective internal controls to safeguard assets and assure their proper use;

(3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

(4) Source documentation to support accounting records; and

(5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

(1) Permit preparation of required reports;

(2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

(3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

(1) the Act;

(2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the

services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

24. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance

with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

(ii) It does not materially change other terms of this Agreement, and

(iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars ($5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be

submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under $5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

32. MUTUAL INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

33. INSURANCE

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 per occurrence
Sexual Misconduct	$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers'

Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or

reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any

provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,

title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country.There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

39. DRUG FREE WORKPLACE

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

40. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

41. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

42. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

43. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if

CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY

Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources

OC Community Services / Community Investment Division

1300 South Grand Avenue

Building "B"

Santa Ana, California 92705

CONTRACTOR: Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____ By: _____
Steve Franks
Director, OC Community Resources

CONTRACTOR*

Dated: _____ By: _____
Jerry Patterson

Title: Board President
Coast Community College District

Dated: _____ By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

GENERAL PROGRAM REQUIREMENTS

Contractor: Coast Community College District

1. Project Summary:

A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.

B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.

C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

D. Governance References

1. Workforce Investment Act

   a. Workforce Investment Act of 1998

   b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

> A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.
>
> (20 CFR, PART 652, ›662.100)

   c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA

   d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;

B. **Empower individuals** with information and resources they need to manage their own careers;

C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.

D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;

E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;

F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and

G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

STATEMENT OF WORK
(Program Year 2010-2011)

I. COORDINATION

A. General Overview

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the Workforce Investment Act of 1998 (WIA) and the American Recovery and Reinvestment Act of 2009 (ARRA).

WIA and ARRA are not entitlement programs, and selection for participation in these programs is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center patrons. CONTRACTOR shall maintain and improve upon the current system of service delivery by clearly exhibiting positive outcomes and meeting or exceeding the performance requirements outlined in this Agreement.

Performance Matrices for WIA and ARRA are consolidated within Exhibit C of this Agreement. All federal, state, and local WIA rules and regulations apply to services funded through ARRA. There shall be a seamless delivery system between ARRA and formula programs. All clients shall be served equitably, in the most effective and efficient manner.

ARRA funding incorporated within Exhibit D of this Agreement is allocated separately from WIA funding and shall be used to significantly increase capacity, services and resources for Adults and Dislocated Workers. Enhanced supportive services and training opportunities will be funded through other mechanisms and made available to participants enrolled in the One-Stop Centers.

B. Delivery Area

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

1. Services in the Northern Region shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.

2. Services in the Southern Region shall be offered through the One-Stop Center at 125 Technology Dr., West, Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

C. One-Stop Operator Responsibilities with Partners

1. Operating Agreements (OAs) shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to the Center.

   Operating Agreements shall include, but not be limited to:

   - Definition of Program Design including priority target populations that will be served;
   - A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal access services;
   - The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
   - A procedure for cross-referrals among the various partners including supportive services, On the Job Training, classroom training and other specialized services and programs;
   - A procedure for entering job orders/résumés into CalJOBS and other systems in use at the Center;
   - A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

   A copy of each Operating Agreement shall be sent to the OCWIB Administrative office. Operating Agreements shall be updated at the time of change in service provisions. If an Operating Agreement is already on file with the OCWIB, they do not need to be resubmitted annually. However, if a change in service provisions occurs during the program year, **CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred**.

   The mandated WIA partners include:

   - Wagner-Peyser Act (WPA)
   - Unemployment Compensation (UI)
   - Veterans Workforce Programs

- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WtW)
- Title V of the Older Americans Act of 1965 (SECEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (Title I)
- Small Business Development Centers

2. Cost Sharing Agreements shall be negotiated and developed by CONTRACTOR with all partners located at the Comprehensive One-Stop Center.

   The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to; rent/space, staff (common receptionist), facility costs and equipment or supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the fair share of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

   CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement.

   Cost Sharing Agreements shall identify:

   - The proportionate share and allocation of each shared cost by each partner;
   - How the shared costs of the One-Stop Center will be paid; and
   - County-approved language pertaining to liability and indemnification.

   One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 30, 2010. Cost Sharing Agreements must be submitted on an annual basis. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

3. Other Non-Mandated Partners shall be developed between CONTRACTOR and government, business, labor, education, and/or training providers whose resources are leveraging federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs. **CONTRACTOR shall develop one new partnership each month. Partnership developed shall be reported in each monthly activity report and shall include name of organization, contribution to One-Stop system, in-kind contribution (if you can quantify) and expected outcome.** CONTRACTOR shall also assist the OCWIB to locate non-WIA sources of funding to supplement One-Stop operations.

   Non-mandated partners may include, but are not limited to the following:

   - Community Partners and Community Based Organizations
   - Education Partners (K-12, higher education, technical/vocational training schools)
   - Community Services Block Grant Agencies (CSBG)
   - Chamber of Commerce Organizations
   - Food Stamp Employment and Training
   - Economic Development Organizations
   - Labor Organizations
   - Literacy Program Providers
   - Business Organizations
   - Networking and Mentoring Organizations
   - Non-WIA Mandated Federal, State, and Local Governmental Agencies

4. Partner Training shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. **CONTRACTOR shall provide a list of all scheduled partner trainings to the OCWIB Administrative Offices by July 30, 2010.**

5. Quarterly Partner Meetings shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 30, 2010.**

6. Monthly Manager Partner Meetings with management staff shall occur on a monthly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, and to discuss any operational issues. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 30, 2010.**

7. One-Stop Center Monthly Activities Report shall include a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), job fairs, collaboration on grant applications, staff training and challenges related to One-Stop operations or partners. **CONTRACTOR shall submit One-Stop Center monthly activities report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

8. Universal Services Monthly Report shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. **CONTRACTOR shall submit universal services monthly report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. **The Center shall be fully staffed during all scheduled hours of operation.** In order to accommodate this, CONTRACTOR shall stagger staff schedules as necessary as well as coordinate scheduling with co-located partners.

Hours of Operation	
Monday, Tuesday, & Friday	8:00 a.m. – 5:00 p.m.
Wednesday and Thursday	8:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 12:00 p.m.

2. Holiday operation schedules shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

Days and Dates of Closures	PY 2010-11
Monday, July 5, 2010	Independence Day
Monday, September 6, 2010	Labor Day
Tuesday, October 11, 2010	Columbus Day
Thursday, November 11, 2010	Veteran's Day Observed
Thursday, November 25, 2010	Thanksgiving Day
Friday, November 26, 2010	Day after Thanksgiving
Friday, December 24, 2010	Christmas Eve
Friday, December 31, 2011	New Years Eve
Monday, January 17, 2011	Martin Luther King Jr. Day
Monday, February 21, 2011	President's Day
Monday, May 30, 2011	Memorial Day

3. There must be an assigned Manager-in Charge (MIC) throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. **A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2010.**

B. Staffing

1. One-Stop Center Staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff should be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.

   Staff shall be fully trained and have current knowledge of WIA/ARRA regulations and requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.

2. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to Discretionary and Specialized Programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:

   a. Conduct outreach and recruitment services to a targeted population;

b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;

c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;

d. Ensure that a resume has been developed for every enrolled participant;

e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;

f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;

g. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;

h. Work collaboratively with Job Developers and Business Services staff by providing resumes for all enrolled participants and to assist participants in job placement;

i. Develop relationships with all training providers;

j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;

k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer.

3. An Organizational Chart shall be maintained along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part. **CONTRACTOR shall provide the organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 30, 2010. Job descriptions and associated assignments are subject to OCWIB approval.** Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.

4. Customer Flow Charts for initial customer engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, a justification may be made by the OCWIB Administrative office. **CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 30, 2010. Customer flow charts and timelines are subject to OCWIB approval.**

5. A Physical Floor Plan for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 30, 2010.** Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB **Administration office must approve changes prior to implementation.**

6. A Telephone Directory for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 30, 2010.** Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.

7. Ongoing Substantial Services to Avoid Gaps in Service

   The CONTRACTOR shall provide case management services to all enrolled program participants receiving workforce development services. Services must also be provided to those participants who are enrolled in training. CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of these services shall be kept current in the customer's file and documented on the Individual Employment Plan (IEP). A substantial service does not include:

   - A standard mailing;
   - A basic question answered with little expenditure of staff time;
   - Access to or use of electronic self-services;
   - A determination of eligibility to participate in the program;
   - Self-described job search that does not result in a referral to a job; or
   - Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

   Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

C. Caseload Requirements

CONTRACTOR shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.

Workforce Specialists who are only providing case management services shall maintain a caseload of 100:1; those who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties of each staff are requested in section II B. 3 of this Exhibit.

D. Website and Website Tools

1. Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch.

2. Virtual Orientation shall be designed by CONTRACTOR in conjunction with the OCWIB. CONTRACTOR shall develop virtual orientation accessible via the One-Stop website as well as a video presentation that may be viewed at the One-Stop Center. For patrons with limited literacy and/or limited English, the One-Stop shall provide one-on-one orientations and workshops. The frequency of these orientations, as well as all workshop offerings, shall be included in a master calendar and published on a monthly basis for the public. **CONTRACTOR shall provide the master calendar to the OCWIB Administrative office prior to the first day of each month.** All patrons should receive an orientation on first day of their visit to the Center via electronic means, staff assistance, or group orientations.

E. Communication and Distributed Material

1. Outreach and recruitment materials shall be approved by the OCWIB staff prior to publication.

2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.

3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.

4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 07-06]

5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]

6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

   'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD07-6, 08-OCWDA-16

   CONTRACTOR shall include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

   'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____ . Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this _____(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

F. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring which includes, but is not limited to, a quality assurance system to review case files, crystal report rosters, gaps in service delivery and performance outcomes. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Caseloads falling below the established threshold shall be reported to management staff. Management staff shall be responsible for the equitable distribution of caseloads. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

CONTRACTOR shall provide a schedule of internal monitoring activities to the OCWIB Administrative Offices no less than once per Quarter.

G. File Maintenance and Documentation

A case file shall be maintained for every enrolled participant. At a minimum, the case file shall include information and documentation of the following:

- Program eligibility/determination of need;

- All source documents needed for validation (as referenced in State Directive WSDD-38, Information Notices WSIN 09-54 and WSIN 09-40, DOL TEN 8-09 and OCWIB Policy 09-OCWDA-38.
- All MIS forms as outlined in Section V of this Exhibit;
- Initial and/or Comprehensive Assessments, as applicable;
- IEP, including all updates of services provided and completed;
- Completed resume within three weeks of IEP;
- Approved ITA voucher (if applicable);
- Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
- Printed Case management notes showing provision of substantial services.

H. Customer Satisfaction Surveys

1. CONTRACTOR shall conduct confidential customer satisfaction surveys and shall:
   - Use a consistent implementation method or survey instrument as defined in OCWIB Information Notice 02-OCWDA-65;
   - Review surveys within 10 days of receipt; and
   - Maintain a file of completed surveys which shall be made available to the OCWIB upon request.

III. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency and assist clients to navigate through the system toward exit. CONTRACTOR shall devise a plan to exit the high number of enrollees who entered the system as a result of the ARRA funding. Plan shall be developed based upon review of case files, including gaps in service, participants who are employed, participants who are receiving services that can be provided in the universal area or those who can receive core services in follow-up. **CONTRACTOR shall submit exit plan (for the entire program year) to the OCWIB Administrative office by September 30, 2010.**

A. Target Population

1. Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach

and recruitment strategies as appropriate, and within the funding/eligibility guidelines for the following groups;

a. The general public seeking workforce services;

b. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, older worker population and people with disabilities;

c. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region;

d. Target population served by special projects include, but are not limited to, High Growth Initiative, Disability Program Navigator, Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, Mortgage and other industry cluster occupation programs; and

e. Former WIA enrollees in need of continued services including retention and follow-up.

2. The Outreach and Recruitment Plan shall guide the creation of a multi-level, One-Stop promotional kit that includes branding with the Orange County One-Stop system, business stationary, press release templates, media announcements including public service announcements (PSA's) for TV and radio, presentations for new and for existing customers and advertisements for placement in newspapers, business journals, and magazines. The outreach and recruiting plan shall demonstrate feasibility, specify strategic plans for programs and personnel, determine media and resources, innovation and define the overall outreach strategy to target populations. Outreach and recruitment methods may include formal advertising, flyers, brochures, word-of-mouth and other methods of program information dissemination. CONTRACTOR shall:

   a. Conduct outreach and recruitment activities to attract individuals who would benefit from these available resources and who meet the eligibility requirements to receive such services;

   b. Ensure that outreach and recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with mandated partners of the One-Stop Center;

   c. Include a statement that indicates it is funded through the County of Orange/Orange County Workforce Investment Board. If other County department or partner funding is involved, materials shall acknowledge the department where the additional funding originated;

d. Work with the OCWIB to provide outreach and recruitment plan strategy adjustments, as needed, in order to increase system capacity and to enhance service provision;

e. Submit all outreach and recruitment materials to the OCWIB Administrative office for approval prior to publication and/or distribution; and

f. Update the current Recruitment Plan on file with the OCWIB to include any new methods of outreach and recruitment being performed, including any special project specific recruitments.

Due to the high number of adults and dislocated workers in the system, the outreach and recruitment plan shall only be applicable to special projects. The OCWIB will review the need for an outreach and recruitment plan on a quarterly basis. **CONTRACTOR shall submit recruitment plan (for current special projects) to the OCWIB Administrative office by August 30, 2010.**

B. Resource Room for One-Stop Universal Registered Patrons

1. Self-directed activities shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

2. Registration shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information in accordance with the requirements of OCWIB Policy 09-OCWDA-38 and State Directive WSIN 09-54. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.

3. Resource Room Staffing shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide

information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using the xerox and fax machines and using the computers and accessing the internet. **CONTRACTOR shall assign a staff person at each One-Stop to act as Counselor of the Day.**

4. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally the physical layout of the room shall meet ADA requirements. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

5. Orientations shall be conducted by CONTRACTOR to all customers entering the Center on the same day that they enter. Orientations may be conducted individually, in a group setting or virtually and shall provide a general overview of the programs and services available at the One-Stop. Orientations shall also provide information on partner programs and community resources. The orientation shall include a complete overview of the processes and procedures that program participants can expect as they proceed through the One-Stop system.

6. Initial assessments may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.

   Assessments conducted by another partner, may be used as documentation of this assessment. The Workforce Specialist may decide that additional tools/tests are necessary to determine the program participant's occupational interest or to determine reasons for their lack of success in finding employment. This process may be done through observation and/or a detailed interview.

7. Informational workshops shall be developed and facilitated by CONTRACTOR and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, construct a resume, and interviewing techniques. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. A copy of each workshop curriculum shall be provided to the OCWIB Administrative office.

   Topics for workshops may include, but are not limited to:

   - Get to Know Your One-Stop Center

- How to Write a Cover Letter and Resume
- Interview Techniques and Tips
- Discover Your Transferable Skills
- Overcoming Barriers to Employment
- How to Use the Internet in Your Job Search
- Accessing the Hidden Job Market
- Networking
- Labor Market Information
- Job Offer Negotiation
- Basic Computer Skills
- Business Writing Skills
- Effective Listening
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management

The master workshop schedule shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop calendar and listed on the website.

CONTRACTOR shall always have a back-up facilitator in the event the assigned presenter is sick or otherwise unavailable. Workshops shall not be cancelled once the monthly schedule has been published.

CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.

Conference room schedules shall be maintained and updated weekly. **CONTRACTOR shall submit conference room schedules to the OCWIB Administrative office concurrently with the monthly workshop schedule.**

C. Three Tiers of Service for Enrolled Program Participants

1. Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 09-OCWDA-32 shall determine the combination of services appropriate for individual customers. Pending EDD Directive, copies of all right to work documentation may be required to be included in the participant's file.

CONTRACTOR shall manage and provide the three tiers of service identified in the WIA.

2. Core Services shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
   a. Determination of whether the individual is eligible to receive WIA services;
   b. Intake and orientation;
   c. Initial Needs/Skill Assessment;
   d. Job search tools available in the Resource Room;
   e. Information on community resources including supportive services;
   f. Information on the eligibility requirements for all partner employment and training programs;
   g. Local, regional and statewide labor market information;
   h. Information on financial aid, including unemployment compensation;
   i. Information on certified education and training providers as well as local performance outcomes of service providers;
   j. Informational Workshops

3. Intensive Services shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency. Customers who are eligible under both adult and dislocated worker shall be enrolled as a dislocated worker to better accommodate funding availability which will enable more adults to be enrolled in the program. Intensive Services shall include:

   a. Comprehensive Assessment is an objective evaluation of academics, employment skills, barriers to employment and supportive services and training needs. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer.
      - Staff assisted, comprehensive assessment of skills, aptitudes, abilities and interests. As appropriate, CONTRACTOR shall provide a comprehensive

assessment to enrolled program participants who have been assigned to a Workforce Specialist during the intensive phase of services.

b. An Individual Employment Plan (IEP) shall be developed for each program participant accessing intensive services. This plan is a standardized document and serves as the "road map" and action plan that outlines what services are needed as well as what employment goals are expected to be obtained. As the needs of the individual change, the IEP shall be modified to reflect these changes. Guidelines for IEPs are contained in Informational Notice 08-OCWDA-25.

c. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, provide case management, act as an advocate on behalf of the customer and refer the customer to other resources that can meet the needs identified in the IEP.

d. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and sent electronically to Business Services and OJT Providers.

e. CONTRACTOR shall make a referral for supportive services only after the need has been identified and when no other funding is available to pay for the services. The provision of supportive services must be deemed necessary for the participant to continue WIA activities identified in the IEP.

f. CONTRACTOR shall provide job placement assistance to all enrolled participants. Coordination with Business Services is outlined in section III C.4.

g. CONTRACTOR shall provide retention and follow-up services for twelve months following placement in unsubsidized employment. Retention and follow up services are pivotal to the participant's success and the attainment of the performance standards as defined in Exhibit C. CONTRACTOR shall consider exiting participants who are receiving Core services and provide those services through follow-up.

4. Training Services shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 09-OCWDA-32. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may

also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment.

a. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the case file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.

b. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.

c. The following training services may be made available to individuals showing an assessed need:

- Skill Upgrading and Retraining: Short–term prevocational and stand alone services which may include adult basic education, ESL, GED and basic computer literacy.

- Job Readiness Training: job search skills, interviewing skills and soft skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency.

- Paid or unpaid work experience activities shall be designed to provide a planned, structured learning experience to program participants with the ultimate goal of transitioning them into non-subsidized employment. The WEX worksite may include public, private or not-for-profit organizations.

- Occupational Skills Training offered through Individual Training Accounts (ITAs). The ITA shall be established by CONTRACTOR on behalf of the program participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 09-OCWDA-34.

- On the Job Training (OJT) that has been established for program year 2009-10 participants may be completed during the first quarter of program year 2010-11. Funding, in an amount sufficient to cover those employer obligations, shall be permitted as a line item in the budgets incorporated into Exhibit D of this Agreement. Once these OJTs naturally terminate, no additional OJTs shall be permitted under this Agreement. All other OJT development shall be referred to the Business Services Contractor as detailed in section III C. 4.

d. CONTRACTOR shall collect progress reports and attendance records for participants enrolled in any training activity. Documentation shall be collected on a weekly basis and placed in the participant's file. For those participants who have completed training and are receiving core services, CONTRACTOR shall consider exiting those participants and provide those services through follow-up.

5. Coordination with Business Services Provider

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

a. Rapid Response CONTRACTOR shall assist and/or participate with Business Services Provider's Rapid Response activities. Assistance may include workshop sign-up and eligibility determination for WIA services. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.

b. Job Listings and Referrals shall be provided by the Business Services Provider. CONTRACTOR shall provide, in coordination with the Employment Development Department (EDD) and other partner staff, any job leads to be processed through the Business Services Provider. Both CONTRACTOR and Business Services Provider shall develop a mechanism to ensure that the same job leads are available to all customers throughout the system. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information. **CONTRACTOR shall submit a job listing coordination plan to the OCWIB Administrative office no later than July 30, 2010.**

c. Client Job Match shall be a coordinated effort between CONTRACTOR and Business Services Provider. CONTRACTOR shall develop a consistent pool of eligible job-ready clients that match available open employment positions from local businesses. CONTRACTOR shall provide an electronic resume (.doc

format) to the Business Service Provider. Access may also be provided through .ftp. CONTRACTOR shall be responsible for connecting with and following up with the Business Services Provider for participant's placement services. The Business Services Provider shall be responsible for marketing participants in need of employment to the businesses as a service to the business. Participants shall be informed that, during their job search, their resumes will be distributed to specific employment opportunities that match client's experience, skills and qualifications.

d. Job Fairs and Hiring Events shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for space coordination for events held at the One-Stop Centers.

e. Referral to On-the-Job Training (OJT) with an employer in the public, private non-profit or private-for-profit sector. This occupational training is available to WIA enrolled participants. Business Services Provider shall reimburse employer for services under the OJT contract directly from their program budget. OJTs shall be administered in accordance with OCWIB Policy 09-OCWDA-37.

6. Coordination with Supportive Services Provider

Supportive Services shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. WIA participants needing supportive services shall be referred to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.

IV. SPECIAL PROGRAMS

A. Senior Community Service Employment Program (SCSEP)

1. Program Description: The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. CONTRACTOR Responsibilities:

a. Recruit host agencies from cluster related industries.

b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.

c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year.

d. Approve Job Assignment Descriptions and execute Host Agency Agreements.

e. Collect, review and submit all participant timesheets to the OCWIB for processing of payroll. Due dates for the entire year are posted and distributed in advance.

f. Provide orientation for each participant prior to the first day at the Host Agency.

g. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date.

h. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes.

i. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes.

j. Maintain and update participant files and all required documents.

k. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded.

l. Coordinate with WIA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities.

m. Meet or exceed all performance outcomes as stated in Exhibit C.

n. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates.

o. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment.

p. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable.

q. Conduct and document work-site, health and safety evaluations annually.

B. Disability Program Navigator (DPN)

1. Program Description: The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop Center. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.

2. CONTRACTOR Responsibilities:
   a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
   b. Develop linkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
   c. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.
   d. Train CONTRACTOR staff on the proper use of Assistive Technologies located at the One-Stop.
   e. Train CONTRACTOR staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.
   f. In coordination with OCWIB, attend quarterly DPN and other regional meetings to foster partnership development and enhance program effectiveness.

C. New Start (Prison to Employment) Program

1. Program Description:

   California New Start – Prison-to-Employment program is designed to link offenders released from prison to jobs in their community. Inmate education, treatment and rehabilitation programs will provide needed skills prior to release. In addition, the program establishes partnerships with all three Orange County WIBs to connect parolees to local employment opportunities. CA New Start will be vital in reducing prisoner recidivism and improving parolee reintegration back into their communities. The partnership between California Department of Corrections and Rehabilitation

(CDCR), EDD, California WIB, and the One-Stop Centers shall provide a solid foundation for accomplishing this goal.

2. CONTRACTOR Responsibilities:

   a. Assist parolee population referred from CDCR's established referral process through Regional Division of Adult Parole Operations or individual's voluntary or self-referral.

   b. Maintain communication and follow-up on employment and activity status with parolee CDCR Agent of Record.

   c. Assist parolees access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs and their benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.

   d. Provide participants with core services, intensive services and training services, as deemed appropriate, and as outlined in section III. C. 1-3.

   e. Participate in Parole and Community Team (PACT) local meetings coordinated by the CDCR Division of Adult Parole Operations (DAPO).

   f. Participate in employer stakeholder forums with CDCR.

   g. Assist and provide input on Business Services' marketing employability of parolees to prospective employers in the community.

   h. Follow established WIA protocol for coordination with Business Services Provider as outlined in section III. C. 4.

   i. Access lists of employers developed by Business Services, ready to hire parolees and assist in adding and maintaining the list as additional employers are identified.

   j. Develop partnerships with local agencies that can offer additional services and resources to the parolee population.

   k. Meet or exceed all performance outcomes as stated in Exhibit C.

   l. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04, and subsequent updates of State Information Notice WSIN09-22.

V. PERFORMANCE

A. Performance Measures

The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards,

measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.

1. MIS Submission/Reporting: CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.
    - CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the JTA system.
    - CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified.
    - CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted.
    - CONTRACTOR'S Management shall review and approve all paperwork submitted to the OCWIB.
    - CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05.
    - CONTRACTOR shall document, in the customer's file, employment in the first, second, and third quarters after exit through source documents listed in DOL's Data Validation guide (TEN8-09). .
    - Failure to submit timely information may result in penalties including de-obligation of funds or revocation of the Agreement with the County of Orange.

2. ITA vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.

3. Follow-up forms shall be required for Quarters 1, 2 and 3 following participant exit. If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data. Follow up forms shall not be confused with follow up services.

4. Gaps in Service Delivery CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05. Refer to section II. B. 7 of this Exhibit for additional information.

5. Corrective Action Plans: Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
   a. Technical assistance and assessment of the causes of the low performance;
   b. Development and implementation of appropriate Corrective Action Plan(s) to ensure contract compliance; and
   c. Monitoring of subsequent performance to assess the impact of the corrective action plan(s)
   d. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with County of Orange.

VI. DELIVERABLES:

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner, so that unanticipated fund balances can be determined and reallocated to the best possible use. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized in Exhibit C.

A. Coordination

1. One copy of each Operating Agreement, if revisions were made, as outlined in section I.C.1. (page 2)
2. One copy of each Cost Sharing Agreement of each partner as outlined in section I.C.2. (page 3)
3. Scheduled partnership training as outlined in section I.C.4. (page 4)
4. Scheduled quarterly partner meetings as outlined in section I.C.5 (page 4)
5. Scheduled monthly partner management meetings as outlined in section I.C.6. (page 4)
6. Monthly One-Stop Activities Reports as outlined in section I.C.7.(page 5)
7. Universal Services Monthly Reports as outlined in section I.C.8. (page 6)

B. Service Standards

1. Manager In Charge and staff assignments for the winter holidays as outlined in section II.A.3. (page 6)
2. Staff Organizational Chart as outlined in section II.B.3. (page 7)
3. Customer Flow Charts as outlined in section II.B.4. (page 7)
4. Physical Floor Plan as outlined in section II.B.5 (page 8)

5. Telephone Directory as outlined in section II.B.6 (page 8)
6. Website design, layout and content as outlined in section II.D.2 (page 8)
7. Marketing materials as outlined in section II.E. (pages 9-10)
8. Schedule of internal monitoring as outlined in section II.F. (page 10)

C. Service Delivery

1. Exit Plan as outlined in section III (page 11)
2. Outreach and Recruitment plan as outlined in section III.A.2. (page 11)
3. One-Stop Workshop and Events calendar as outlined is section III.B.7. (page 15)
4. Conference room schedule as outlined in section III.B.7. (page 15)
5. Job Listing Coordination Plan as outlined in section IV.B. (page 19)

D. Deliverables Unique to Special Programs

1. Senior Community Service Employment Program (SCSEP)
   a. Spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency.
   b. Annual recertification of eligibility of all active participants which should be completed prior to participant's anniversary date. Timely completion and submission of required SPARQ forms is important to prevent "reject" error messages in the system.
   c. Timely submission of required SPARQ forms to capture new enrollments, community service assignments, approved breaks in service, exits or any participant updates in the system.

2. Disability Program Navigator (DPN)
   a. EDD Quarterly performance reports shall be submitted to the OCWIB for transmission to the State of California no later than the 10th day after the end of each quarter.
   b. Maintain tracking of individuals receiving direct assistance from the DPN. This information shall be provided to the OCWIB no later than the 15th day after the end of each quarter. Report should include, at minimum, the Participant's name and a brief description of the service provided.
   c. Develop a sustainability plan for program continuance beyond PY 10/11. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made

available to Workforce Specialists for ongoing usage. **Written sustainability plan shall be submitted to the OCWIB by March 31, 2011.**

3. New Start (Prison to Employment) Program:
   a. Develop a sustainability plan for program continuance beyond PY 10/11. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. **Written sustainability plan shall be submitted to the OCWIB by March 31, 2011.**

E. Invoices

1. **All program invoices including two original sets with wet signatures are due to the OCWIB by the twentieth day following the month being reported.**
2. Invoice templates shall be provided by the Orange County Community Resources (OCCR) Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K of this Agreement.

F. Performance

1. MIS Forms as outlined in section V.A.1 (page 24)
2. ITA vouchers as outlined in section V.A.2. (page 24)
3. Follow up forms as outlined in section V.A.3. (pages 24)
4. Supplemental Data as outlined in section V.A.3. (page 24)
5. Corrective Action Plans, if applicable, as outlined in section V.A.5 (page 25)

Exhibit C
16-S-11

WIA/ARRA PERFORMANCE
JULY 1, 2010-JUNE 30, 2011

CONTRACTOR has agreed to provide employment and training services to *WIA/ARRA Disadvantaged Adult, Dislocated Workers, and Special Programs* as specified in Exhibits A and B of this Agreement. CONTRACTOR shall submit the following deliverables on the specified due dates:

Coordination Deliverable	**Due Date**
Operating Agreements with One-Stop Center(s) Partners [I.C.1 (page 2)]	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner [I.C.2 (page 3)]	September 30, 2010
Partnership Training Schedule [I.C.4 (page 4)]	July 30, 2010
Partnership Quarterly Meetings Schedule [I.C.4 (page 4)]	July 30, 2010
Manager Partner Meetings Schedule [I.C.6 (page 5)]	July 30, 2010
Activities Reports [I.C.7 (page 5)]	10th day after the end of each month
Universal Services Monthly Reports [I.C.8(page 5)]	10th day after the end of each month
Manager In Charge and holiday staffing schedule [II.A.3(page 6)]	December 10, 2010
Organizational Chart [II.B 3(page 7)]	July 30, 2010
Customer Flow Chart [II.B.4 (page 7)]	July 30, 2010
Physical Floor Plan [II.B.5 (page 8)]	July 30, 2010
Telephone Directory [II.B.6 (page 8)]	July 30, 2010
Website Design, Layout and Content Calendar [II.D.2 (page 8)]	As developed
Marketing Materials [II.E.(pages 9-10)]	As developed
Schedule of Internal Monitoring [II.F.(page 10)]	No less than once before end of quarter
Exit Plan [III.(page 11)]	September 30, 2010
Outreach and Recruitment Plan [III.A.2 (page 11)]	August 30, 2010
One-Stop Workshop and Events Calendar [III.B.7 (page 15)]	Last day of the preceding month
Conference Room Schedules [III.B.7 (page 15)]	Last day of the preceding month
Job Listing Coordination Plan [III.C.5.b(page 19)]	July 30, 2010
Senior Community Employment Program (SCSEP) Deliverables	**Due Date**
Participant Hours and Host Agency Supervisory Hours Summary [IV.A.2.e (page 21)]	Monday before the end of each pay period
Participants recertification of Eligibility [IV.A.2.g (page 21)]	Prior to participant's Anniversary Date
SPARQ Forms [IV.A.2 (page 26)]	As Specified by OCWIB Policy

Disability Program Navigator Deliverables	**Due Date**
EDD Quarterly Performance Reports [VI.D.2.a (page 26)]	10th day after the end of each quarter
Individual's Receiving Assistance Tracking Report [VI.D.2.b.(page 26)]	15th day after the end of each quarter
Sustainability Plan [VI.D.2.c.(pages 26-27)]	March 31, 2011
New Start (Prison to Employment) Deliverables	**Due Date**
Sustainability Plan [VI.D.3.a.(page 27)]	March 31, 2011
Invoices Deliverables	**Due Date**
Invoices [VI.E (page 27)]	20th of each month
Performance Deliverables	**Due Date**
MIS Forms [V.A.1(page 24)]	As specified by OCWIB Policy
ITA Vouchers [V.A.1(page 24)]	As specified by OCWIB Policy
Follow Up Forms [V.A.2(page 24)]	As specified by OCWIB Policy
Supplemental Data [V.A.3(page 24)]	As Specified in 'Base Wage' letters
Corrective Action Plans [V.A.5(page 25)]	As directed by OCWIB Staff

CCCD, One-Stop Center - Southern Region
WIA & ARRA PERFORMANCE
Disadvantaged Adult Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. New Enrollments	40	80	120	161
B. WIA Carryovers from Prior Program Year	206	206	206	206
C. Total Enrollments (A+B=C)	246	286	326	367

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. WIA Registered Core Enrollments	246	286	326	367
B. WIA Intensive Enrollments	**187**	**217**	**248**	279
C. WIA Training Enrollments	**93**	**108**	**123**	139

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. Total Exits	44	80	126	176
B. Entry into Unsubsidized Employment 1 B=(A)*(.795) Q1 after exit	35	64	100	140
C. Retention in Unsubsidized Employment at six months 2 C=B*(.835) Q2 and Q3 after exit	30	54	84	117
D. Average Earnings in six months 3 ($15,200)	**$15,220**			

1 The Performance Standard for this measure is 79.5% of participants who exit must be placed in the 1st qua
2 The Performance Standard for this measure is 83.5% of the participants who were placed and must still be
3 The Performance Standard of this measure is $15,220 average earnings for participants employed Q1 after

---

Note: This table reflects combined goals and performance measures for the WIA and ARRA Contracts

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	79.5%
Retention	83.5%
Average Earnings	$15,220

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	**Time Period (Exit Cohort) to be Reported**
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Adult Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

CCCD, One-Stop Center - Southern Region
WIA & ARRA PERFORMANCE
Dislocated Worker Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. New Enrollments	86	172	258	343
B. WIA Carryovers from Prior Program Year	478	478	478	478
C. Total Enrollments (A+B=C)	564	650	736	821

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. WIA Registered Core Enrollments	564	650	736	821
B. WIA Intensive Enrollments	434	500	567	632
C. WIA Training Enrollments	220	253	287	320

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. Total Exits	100	180	280	394
B. Entry into Unsubsidized Employment 1 B=(A)*(.825) Q1 after exit	83	149	231	325
C. Retention in Unsubsidized Employment at six months 2 C=B*(.89) Q2 and Q3 after exit	74	134	208	289
D. Average Earnings in six months 3 ($16,700)	$16,700			

1 The Performance Standard for this measure is 82.5% of participants who exit must be placed in the 1st qua
2 The Performance Standard for this measure is 89% of the participants who were placed must still be emplo
3 The Performance Standard of this measure is $16,700 average earnings for participants employed Q1 afte

Note: This table reflects combined goals and performance measures for the WIA and ARRA Contracts

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	82.5%
Retention	89.0%
Average Earnings	$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	**Time Period (Exit Cohort) to be Reported**
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

Description of Adult Common Measures
(TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

# of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

# of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Exhibit C
16-S-11

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 (Goals are system-wide numbers for both North and South)		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Modified Positions	Total number of modified positions	91
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 91 = 92)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	84%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	40.10%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71.90%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	$9,382
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospect s and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.04

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

Exhibit C
16-S-11

Appropriations Act - SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 (Goals are system-wide numbers for both North and South)		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Modified Positions	Total number of modified positions	44
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 44 = 44)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	84%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	40.10%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71.90%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	$9,382
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospect s and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.04

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	**DESCRIPTION**	**PERFORMANCE GOALS**
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

Exhibit D
16S-11

WIA Budget

Orange County One-Stop Center-Southern Region

FY 10/11

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries				-
	Benefits				-
	Monthly Rent	8,870	5,218	3,304	17,392
	Lease Termination Cost	11,709	6,887	4,362	22,958
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Utilities	368	216	137	721
	Meetings / Conferences				-
	Telephone	156	92	58	306
	Equipment (under $5,000)	221	130	83	434
	Equipment Lease				-
	Insurance				
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies				-
	Consultant/Subcontract (under $10,000)				-
	Consultant/Subcontract (over $10,000)				-
	Travel / Mileage				-
	Other:				-
	Operations Related Activities Subtotal	21,324	12,543	7,944	41,811
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	**21,324**	**12,543**	**7,944**	**41,811**
ADMINISTRATION	**Administration:**				
	Salaries				-
	Benefits				-
	Other: Indirect	426	251	159	836
	Other:				-
					-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**426**	**251**	**159**	**836**
	Grand Total	**21,750**	**12,794**	**8,103**	**42,647**

Exhibit D
16S-11

WIA Budget

Orange County One-Stop Center-Southern Region

FY 10/11

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries				-
	Benefits				-
	Monthly Rent	30,388	20,892	12,029	63,309
	Lease Termination Cost	22,374	15,382	8,856	46,612
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Utilities	2,193	1,508	868	4,569
	Meetings / Conferences				-
	Telephone	1,439	989	570	2,998
	Equipment (under $5,000)				-
	Equipment Lease	1,380	949	546	2,875
	Insurance				
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies				-
	Consultant/Subcontract (under $11,000)				-
	Consultant/Subcontract (over $11,000)				-
	Travel / Mileage				-
	Other:				-
	Operations Related Activities Subtotal	57,774	39,720	22,869	120,363
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	**57,774**	**39,720**	**22,869**	**120,363**
ADMINISTRATION	**Administration:**				
	Salaries				-
	Benefits				-
	Other: Indirect	2,402	1,652	951	5,005
	Other:				-
					-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**2,402**	**1,652**	**951**	**5,005**
	Grand Total	**60,176**	**41,372**	**23,820**	**125,368**

Exhibit D
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WIA Budget

Orange County One-Stop Center-Southern Region
FY 10/11

	ADDITIONAL FUNDING	Budget SCSEP-OC
PROGRAM	**Operations Activities:**	
	Salaries	47,496
	Benefits	22,011
	Office Supplies	41
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other:	
	Operations Related Activities Subtotal	69,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**69,548**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**-**
	Grand Total	**69,548**

Exhibit D
16S-11

WIA Budget

Orange County One-Stop Center-Southern Region

FY 10/11

	ARRA- ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries	76,939	140,338	76,084	293,361
	Benefits	37,723	64,778	41,415	143,916
	Monthly Rent	34,939	20,552	13,016	68,507
	Lease Termination Cost				-
	Staff Training				-
	Printing	1,071	630	399	2,100
	Publications/Marketing Material				-
	Utilities	4,786	2,816	1,783	9,385
	Meetings / Conferences				-
	Telephone	2,029	1,194	756	3,979
	Equipment (under $5,000)				-
	Equipment Lease	2,881	1,695	1,073	5,649
	Insurance				
	Professional Memberships				-
	Subscriptions				-
	Postage	673	396	251	1,320
	Office Supplies	4,080	2,400	1,520	8,000
	Consultant/Subcontract (under $11,000)				-
	Consultant/Subcontract (over $11,000)				-
	Travel / Mileage		671	429	1,100
	Other:	3,315	1,950	1,235	6,500
	Operations Related Activities Subtotal	168,436	237,420	137,961	543,817
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	**168,436**	**237,420**	**137,961**	**543,817**
ADMINISTRATION	**Administration:**				
	Salaries		280	180	460
	Benefits		110	70	180
	Other: Indirect	5,551	3,266	2,068	10,885
	Other:				-
					-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**5,551**	**3,656**	**2,318**	**11,525**
	Grand Total	**173,987**	**241,076**	**140,279**	**555,342**

Exhibit D
16S-11

WIA Budget

Orange County One-Stop Center-Southern Region

FY 10/11

	ARRA- Dislocated Worker	Budget			
		Core	Intensive	Training	Total
PROGRAM	**Operations Activities:**				
	Salaries	96,542	244,904	285,548	626,994
	Benefits	92,628	127,533	74,900	295,061
	Monthly Rent	68,924	47,385	27,282	143,591
	Lease Termination Cost				-
	Staff Training	1,776	1,221	703	3,700
	Printing	1,680	1,155	665	3,500
	Publications/Marketing Material	3,600	2,475	1,425	7,500
	Utilities	9,442	6,491	3,738	19,671
	Meetings / Conferences				-
	Telephone	4,004	2,753	1,584	8,341
	Equipment (under $5,000)				-
	Equipment Lease	5,684	3,908	2,249	11,841
	Insurance				
	Professional Memberships	576	396	228	1,200
	Subscriptions				-
	Postage	720	495	285	1,500
	Office Supplies	3,240	2,228	1,282	6,750
	Consultant/Subcontract (under $11,000)				-
	Consultant/Subcontract (over $11,000)				-
	Travel / Mileage				-
	Other:	3,264	2,244	1,292	6,800
	Operations Related Activities Subtotal	292,080	443,188	401,181	1,136,449
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT		2,048	1,202	3,250
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
					-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	2,048	1,202	3,250
	Program Subtotal	**292,080**	**445,236**	**402,383**	**1,139,699**
ADMINISTRATION	**Administration:**				
	Salaries		676	397	1,073
	Benefits		260	159	419
	Other: Indirect	10,951	7,529	4,334	22,814
	Other:				-
					-
	Other Subtotal	-	-	-	-
	Administration Subtotal	**10,951**	**8,465**	**4,890**	**24,306**
	Grand Total	**303,031**	**453,701**	**407,273**	**1,164,005**

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN

Adult

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	-	-	-	-	-
2	Benefits	-	-	-	-	-
3	Monthly Rent	4,348	4,348	4,348	4,348	**17,392**
4	Lease Termination Cost				22,958	**22,958**
5	Staff Training	-	-	-	-	-
6	Printing	-	-	-	-	-
7	Publications/Marketing Material	-	-	-	-	-
8	Utilities	180	180	180	181	**721**
9	Meeting / Conferences	-	-	-	-	-
11	Telephone	77	77	77	75	**306**
11	Equipment :under $5,000		109	109	216	**434**
12	Equipment Lease	-	-	-	-	-
13	Insurance					-
14	Professional Memberships	-	-	-	-	-
15	Subscriptions	-	-	-	-	-
16	Postage	-	-	-	-	-
17	Office Supplies	-	-	-	-	-
18	Consultant/Subcontract (under $11,000)	-	-	-	-	-
19	Consultant/Subcontract (over $11,000)					-
20	Travel/Mileage	-	-	-	-	-
21	Other:	-	-	-	-	-
22	Participant Wages & Benefits					
23	Employer Reimbursement/OJT					
24	Participant Training Cost					
25	Participant Supportive Services	-	-	-	-	-
26	Other:					
						-
	ADMINISTRATION					-
1	Salaries	-	-	-	-	-
2	Benefits	-	-	-	-	-
3	Operations					-
4	Indirect	184	189	189	274	**836**
5	Travel/Mileage					-
6	Other:					-
	GRAND TOTAL	**4,789**	**4,903**	**4,903**	**28,052**	**42,647**

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN

Dislocated Workers

COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
PROGRAM					
1 Salaries	-	-	-	-	-
2 Benefits	-	-	-	-	-
3 Monthly Rent	15,827	15,827	15,827	15,828	**63,309**
4 Lease Termination Cost				46,612	**46,612**
5 Staff Training	-	-	-	-	-
6 Printing	-	-	-	-	-
7 Publications/Marketing Material	-	-	-	-	-
8 Utilities	1,142	1,142	1,142	1,143	**4,569**
9 Meeting / Conferences	-	-	-	-	-
11 Telephone	750	750	750	748	**2,998**
11 Equipment :under $5,000		-	-	-	-
12 Equipment Lease	719	719	719	718	**2,875**
13 Insurance					-
14 Professional Memberships	-	-	-	-	-
15 Subscriptions	-	-	-	-	-
16 Postage	-	-	-	-	-
17 Office Supplies	-	-	-	-	-
18 Consultant/Subcontract (under $11,000)	-	-	-	-	-
19 Consultant/Subcontract (over $11,000)					-
20 Travel/Mileage	-	-	-	-	-
21 Other:	-	-	-	-	-
22 Participant Wages & Benefits					
23 Employer Reimbursement/OJT					
24 Participant Training Cost					
25 Participant Supportive Services	-	-	-	-	-
26 Other:					
ADMINISTRATION					-
1 Salaries	-	-	-	-	-
2 Benefits	-	-	-	-	-
3 Operations					-
4 Indirect	738	738	738	2,791	**5,005**
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	**19,176**	**19,176**	**19,176**	**67,840**	**125,368**

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN

SCSEP

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	11,874	11,874	11,874	11,874	**47,496**
2	Benefits	5,503	5,503	5,503	5,502	**22,011**
3	Office Supplies	6	10	14	11	**41**
4	Consultant/Subcontract (under $11,000)					-
5	Consultant/Subcontract (over $11,000)					-
6	Travel/Mileage					-
7	Other:	-	-	-	-	-
8	Participant Wages & Benefits					
9	Employer Reimbursement/OJT					
11	Participant Training Cost					
11	Participant Supportive Services					-
12	Other:					
	ADMINISTRATION					-
1	Salaries					-
2	Benefits					-
3	Operations					-
4	Indirect					-
5	Travel/Mileage					-
6	Other:					-
	GRAND TOTAL	**17,383**	**17,387**	**17,391**	**17,387**	**69,548**

Exhibit D
16S-11

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN

ARRA-Adult

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	220,021	73,340	-	-	**293,361**
2	Benefits	107,937	35,979	-	-	**143,916**
3	Monthly Rent	51,380	17,127	-	-	**68,507**
4	Lease Termination Cost					-
5	Staff Training	-	-	-	-	-
6	Printing	1,680	420	-	-	**2,100**
7	Publications/Marketing Material	-	-	-	-	-
8	Utilities	7,508	1,877	-	-	**9,385**
9	Meeting / Conferences	-	-	-	-	-
11	Telephone	3,183	796	-	-	**3,979**
11	Equipment :under $5,000		-	-	-	-
12	Equipment Lease	4,519	1,130	-	-	**5,649**
13	Insurance					-
14	Professional Memberships	-	-	-	-	-
15	Subscriptions	-	-	-	-	-
16	Postage	1,056	264	-	-	**1,320**
17	Office Supplies	6,400	1,600	-	-	**8,000**
18	Consultant/Subcontract (under $11,000)	-	-	-	-	-
19	Consultant/Subcontract (over $11,000)					-
20	Travel/Mileage	880	220	-	-	**1,100**
21	Other:	5,200	1,300	-	-	**6,500**
22	Participant Wages & Benefits					
23	Employer Reimbursement/OJT	-	-	-	-	-
24	Participant Training Cost					
25	Participant Supportive Services	-	-	-	-	-
26	Other:					
	ADMINISTRATION					-
1	Salaries	345	115	-	-	**460**
2	Benefits	135	45	-	-	**180**
3	Operations					-
4	Indirect	10,885	-	-	-	**10,885**
5	Travel/Mileage					-
6	Other:					-
	GRAND TOTAL	**421,129**	**134,213**	**-**	**-**	**555,342**

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN

ARRA-Dislocated Worker

	COST CATEGORIES	Qt 1 7/1/10-9/30/10	Qt 2 11/1/10-12/31/10	Qt 3 1/1/11-3/31/11	Qt 4 4/1/11-6/30/11	Total
	PROGRAM					
1	Salaries	470,246	156,748	-	-	**626,994**
2	Benefits	221,296	73,765	-	-	**295,061**
3	Monthly Rent	107,693	35,898	-	-	**143,591**
4	Lease Termination Cost					**-**
5	Staff Training	2,960	740	-	-	**3,700**
6	Printing	2,800	700	-	-	**3,500**
7	Publications/Marketing Material	6,000	1,500	-	-	**7,500**
8	Utilities	15,737	3,934	-	-	**19,671**
9	Meeting / Conferences	-	-	-	-	**-**
11	Telephone	6,673	1,668	-	-	**8,341**
11	Equipment :under $5,000		-	-	-	**-**
12	Equipment Lease	9,473	2,368	-	-	**11,841**
13	Insurance					**-**
14	Professional Memberships	960	240	-	-	**1,200**
15	Subscriptions	-	-	-	-	**-**
16	Postage	1,200	300	-	-	**1,500**
17	Office Supplies	5,400	1,350	-	-	**6,750**
18	Consultant/Subcontract (under $11,000)	-	-	-	-	**-**
19	Consultant/Subcontract (over $11,000)					**-**
20	Travel/Mileage	-	-	-	-	**-**
21	Other:	5,440	1,360	-	-	**6,800**
22	Participant Wages & Benefits					
23	Employer Reimbursement/OJT	2,600	650	-	-	**3,250**
24	Participant Training Cost					
25	Participant Supportive Services	-	-	-	-	**-**
26	Other:					
	ADMINISTRATION					**-**
1	Salaries	805	268	-	-	**1,073**
2	Benefits	314	105	-	-	**419**
3	Operations					**-**
4	Indirect	22,814	-	-	-	**22,814**
5	Travel/Mileage					**-**
6	Other:					**-**
	GRAND TOTAL	**882,411**	**281,594**	**-**	**-**	**1,164,005**

Exhibit D1
16-S-11

Personnel Breakdown by Funding Stream

Coast Community College District / Coastline Community College/Orange County One-Stop Center - South

Estimated Percent of Time Charged To:

Name	Position Title*	Salary	Full Time Equivalent	WIA Adult	WIA Dislocated Worker	SCSEP	Vets3-25%	Vets3-15%	DPN	ARRA-DA	ARRA-DW	Non-WIA Contract		Total
Lois Wilkerson	Director	140,811	0%											0%
Evelyn Bell	Supervisor	71,692	100%							30%	70%			100%
Jinny Hanson	Program Manager	107,624	100%							15%	35%			50%
Binh Nguyen	Program Asst. Manager	91,154	100%							30%	70%			100%
Diana Agag	Workforce Specialist	53,366	100%							30%	70%			100%
Pat Alatorre	Workforce Specialist	53,730	100%							30%	70%			100%
Frederick Atuatasi	Follow-Up Clerk	45,017	100%							30%	70%			100%
Ravi Brahmbhatt	Workforce Specialist	53,366	100%							30%	70%			100%
Claresia Ellisa	Eligibility Tech	48,450	100%							50%	50%			100%
Trudie Giordano	Workforce Specialist	43,723	100%							30%	70%			100%
Zeke Gracia	Workforce Specialist	58,690	100%							30%	70%			100%
James Harner	Workforce Specialist	53,366	100%							30%	70%			100%
Gail Hauri	Workforce Specialist	54,094	100%							30%	70%			100%
Beverly Karr	WIA Support Clerk	45,017	100%							50%	50%			100%
Isabelle Krasney	Corporate Developer	68,168	100%							15%	35%			50%
Diane McCord	Workforce Specialist	54,094	100%							30%	70%			100%
Khen Sayasy	Accounting Analyst	76,629	100%							12%	28%			40%
Anna Siu	Compliance Monitor Asst	58,860	100%							30%	70%			100%
Lanie Tiongco	Workforce Specialist	44,168	100%							30%	70%			100%
Tom Tran	Workforce Specialist	53,366	100%			59%								59%
Vinh Tran	Workforce Specialist	53,366	100%							30%	70%			100%
Lori Wood	Workforce Specialist	53,366	100%			30%						70%		100%
Michye Yoshii	Workforce Specialist	46,920	100%							30%	70%			100%
* Cynthia Ayorinde	WS Asst.	22,870	100%							30%	70%			100%
* William Dockey	Office Asst.	19,754	100%							50%	50%			100%
* Laurie Hendrick	WIA Support Clerk	22,870	100%							50%	50%			100%
* Masumi Kawakubo	Follow-Up Clerk	18,811	100%							50%	50%			100%
* Ramona Lum	Office Asst	22,870	100%							30%	70%			100%
* Constance Springer	Office Asst.	19,754	100%							50%	50%			100%
* Norma Steger	Office Asst.	17,915	100%							50%	50%			100%
* Albert Stone III	Office Asst.	19,754	100%							50%	50%			100%
* Tracy Watson	Office Asst.	19,754	100%							15%	35%			50%
		1,613,389	3100%	0%	0%	89%	0%	0%	0%	967%	1723%	70%	0%	2849%

EXHIBIT E
16-S-11

State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)

COMPANY /ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The danger of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME JERRY PATTERSON

DATE EXECUTED EXECUTED IN THE COUNTY OF ORANGE

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE BOARD PRESIDENT

FEDERAL ID NUMBER 95-6002272

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

JERRY PATTERSON, BOARD PRESIDENT

Name and Title of Authorized Representative

Signature Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspend ed, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit G
16-S-11

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

FORMULA

COAST COMMUNITY COLLEGE DISTRICT	ONE-STOP PROGRAMS
Grantee/Contractor Organization	Program/Title

JERRY PATTERSON, BOARD PRESIDENT
Name and Title of Authorized Signatory

Signature Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, Februarv 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient. at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district. if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts. subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant. or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions. searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit H
16-S-11

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____Quarter_____ Date of last report_____

4. Name and Address of Reporting Entity: Prime Subawardee Tier _____;if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department / Agency:	7. Federal Program Name/Description: CFDA Number, if known:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):
11. Amount of Payment (check all that apply): $ _____ actual _____ planned 12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature:_____ value:_____	13. Type of Payment (check all that apply): a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify:_____

14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:

15. Continuation sheet(s) SF-LLL-A attached: ☐Yes ☐ No

16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure snail be subject to a civil penalty of not less than $ 10,000 and not more than $ 100.000 for each such failure	Signature:_____ Print Name: JERRY PATTERSON Title: BOARD PRESIDENT Telephone No. (714) 438-4607 Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity:_____ Page_____of_____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C, 6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32--C, 4410-15-C~ 4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C, 6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75 55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

	JERRY PATTERSON	BOARD PRESIDENT
Authorized Signature	Name	Title

Exhibit J
16-S-11

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A - EXEMPT

_____

First Name Middle Initial Last Name

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date_____ Expiration Date _____

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Subject: OC Community Resources Contract Reimbursement Policy

Effective: July 1, 2010

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:
July 1, 2010

REFERENCES:
Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:
1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
    a. General ledger/expense transaction report
    b. Payroll register or labor distribution report
    c. Payroll allocation plan
    d. Benefit plan and calculation of benefit
    e. Employer-employee contract for non-customary benefits
    f. Purchase orders, invoices, and receipts
    g. Cashed checks
    h. Check register
    i. Consultant/sub-contractor invoices (with description of services)
    j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
    k. Pre-approval documentation for equipment purchases equal to or greater than $5,000

7. The following is required with the first month's invoice:
    a. Cost allocation plan for rent, utilities, etc.
    b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
   "I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
    OC Community Resources Accounting
    1300 S. Grand, Building B, 2nd Floor
    Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-567-7481 or win.swe@occr.ocgov.com**
- **OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com**
- **WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com**
- **H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com**

TheHiltonFamily

CATERING SALES EVENT AGREEMENT–2010

***Embassy Suites Anaheim South*'s goal is to be the Hotel of choice for catered events, and we know that by delivering the service and product you expect, it is likely you will return and you will tell others about your positive experience.**

CLIENT ("You")			HOTEL ("We")	
Client Name:	Mr. Jerry Patterson		**Hotel Name:**	Embassy Suites Anaheim South
Title:			**Address:**	11767 Harbor Boulevard (at the Corner of Harbor and Chapman)
Company Name:	Coast Community College District		**City, State, Zip:**	Garden Grove, CA 92840
Address:	1370 Adams Avenue,		**Catering Manager:**	Lori McGee
City, State, Zip:	Costa Mesa, CA 92626		**Title:**	Catering Manager
Phone:	949-341-8000		**Phone:**	714-383-6722
Fax:			**Fax:**	714-748-0036
Email:			**Email:**	lori.mcgee@hilton.com
Function:	Coast Community College District		**DAY/DATE/YEAR:**	Fri., Jun. 18, 2010

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Fri, 6/18/10	7:30 AM	9:00 AM	Registration	Prefunction A	Classroom 6 ft	7	
Fri, 6/18/10	7:30 AM	9:30 AM	Continental Breakfast	Ballroom A	Rounds of 10	150	
Fri, 6/18/10	8:00 AM	12:00 PM	Breakout Meeting	Ballroom B	Classroom 6 ft	75	$ 500.00
Fri, 6/18/10	8:00 AM	12:00 PM	Breakout Meeting	Ballroom C	Classroom 6 ft	75	$ 500.00
Fri, 6/18/10	8:00 AM	1:00 PM	General Session	Ballroom A	Classroom 6 ft	150	$ 500.00

**Subject to change*
*** Does not include service charges, labor fees,* federal, *state or local taxes or any other fees outside of food and beverage product sales*

The terms and conditions of this agreement between you and the Hotel are intended to clarify and communicate the commitments between the two parties to assure the result of your event is to your expectation.

1. **ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for Coast Community College District and will be held on a definite basis upon signing of this contract by both parties. If for any reason the function space reserved is not available for your event, you agree that we may substitute space of appropriate size and comparable quality for your event. Please contact the Hotel at least one month before your event to review and confirm the details for your event, including menus, decorations, entertainment and beverage service. Upon review of your event requirements, Event Orders ("EO") will be sent to you to confirm all final arrangements and prices. These EO's must be signed and returned prior to the event and will serve as a part of this agreement.
2. **GUARANTEE OF ANTICIPATED REVENUE:** At least 72 hours (three business days) before your event, you must inform us, in writing, of the exact number of people who will attend your event. If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than the total minimum revenue from your event. You will be charged based on the event guarantee that you give us or the anticipated revenue indicated at the time you signed this agreement, whichever is greater. We will not undertake to serve more than 3% more than this guaranteed minimum.
3. **DEPOSITS/TAXES:** We may request that you pay a non-refundable and non-transferrable deposit of 25% of the estimated dollar value of the event when you sign this agreement. In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or

applicable to your event. In the State of CA, service charges and public room rental are subject to a 8.75% tax. A Purchase Order is due by May 22, 2010.

4. **CANCELLATION:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us upon notice of cancellation as liquidated damages:

   If notified between 29 and 8 days of the event, $1,500.00.

   As products and services must be purchased and scheduled in advance, notification three (3) business days or less before the event will require that all charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged.

5. **PAYMENT IN ADVANCE:** Unless you have established credit in advance with us, you will pay the entire contract price in cash or by certified check at least three business days prior to your function or by personal bank check two weeks prior to your function. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided in paragraph 4 if payment is not made as agreed. If you have established credit, payment in full will be due within thirty (30) days of your function. If you prefer, all charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Wednesday, May 19, 2010**. If credit has been approved, you will provide us with your credit card information at the time of your function. **Client is working with a Purchase Order.**

6. **LABOR CHARGE:** If the guaranteed number for your event is less than twenty (20) persons, we will add a $50.00 labor charge to your account. This will be used to cover our costs of the event and will not be distributed as a service charge or gratuity to our employees working at your event.

7. **OVERTIME:** You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated event space at the end time indicated on the final EO. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with these regulations.

8. **GRATUITY & SERVICE CHARGE:** 21% of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

9. **PRICE INCREASES:** There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and you agree to accept such substitutions. **Not applicable.**

10. **SET UP CHARGES.** Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

11. **OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring into the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if Hotel labor is required.

12. **DISPLAYS AND DECORATIONS; YOUR PROPERTY**: We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All signage, displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for Hotel staff to provide the labor for any installations or removals of such.

13. **SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

14. **CONDUCT OF EVENT:** You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations, and our rules, copies of which are available from the Hotel's sales department. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs associated therewith.

15. **INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Embassy Suites Anaheim South**, HHC, and the Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Indemnified Parties") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel. In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in this Agreement if such dispute cannot be resolved by mutual agreement.

16. **FIRE SAFETY:** All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.

17. **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges associated with the provision of such aids by the Hotel.

18. **DELIVERIES:** Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

19. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Hilton name or logo, Hilton does not offer or accept any terms or conditions which provide commissions, rebates, HHonors points or other forms of compensation related to revenue for food, beverage, room or equipment rental.

20. **COMPLIANCE WITH LAWS.** You agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. You represent, warrant and agree that you are currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

21. **COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts.

22. **ARBITRATION:** The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false

Initial: _____ **Date:**_____

advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

23. **AMENDMENTS/CHANGES:** The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.
24. **INSURANCE:** You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of $1,000,000.00 with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of $100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include Hotel, Hilton and Owner in such policies as additional insureds thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.
25. **FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.
26. **ACCEPTANCE:** All of the above facilities and services are being held on a first option tentative basis until May 22, 2010. After this date, all contractual items noted herein shall be null and void unless notified in writing by Cost Community College of a delay with the subsequent acceptance of the delay by the hotel

The undersigned are authorized to sign and enter into this contract.

ACCEPTED AND AGREED TO:

Coast Community College District	**Embassy Suites Anaheim South**
By: _____	By: _____
Mr. Jerry Patterson,	Lori McGee, Catering Manager
Date: _____	Date: _____

AMENDMENT/MODIFICATION OF AGREEMENT FOR CONTRACTED SERVICES		PAGE	OF	PAGES
AMENDMENT/MODIFICATION NUMBER	DATE ISSUED	1		1
001	May 10, 2010			

ISSUED BY:
Coast Community College District
(Coastline Community College)
11460 Warner Ave.
Fountain Valley, CA 92708

NAME AND ADRESS OF COMPANY:

Kingston Technology Company, Inc.
17600 Newhope Street
Fountain Valley, CA 92708-4220

DESCRIPTION AND TITLE OF SIGNER: (Type or print)		NAME AND TITLE OF CONTRACTING OFFICER	
Cathy Schulte Director, Human Resources		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. CCC09-10.3000 between the Coast Community College District (Coastline Community College) and Kingston Technology Company, Inc. dated August 2009.

DESCRIPTION OF AMENDMENT/MODIFICATION

1) Extends the term of the agreement through June 30, 2012.

Except as provided herein, all other terms and conditions of this agreement remain unchanged and in full force and effect and shall not be changed by this Amendment.

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 THREE ORIGINAL SIGNED OPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.

COMMANDER, NAVY REGION SOUTHWEST
937 NO. HARBOR DR
SAN DIEGO, CA 92312-0058

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)
11460 Warner Avenue
Fountain Valley, CA 92708

CNRSW
1560
N00242-20100505-S10

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, NAVY REGION SOUTHWEST
AND
COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

Subj: CLEP ECBT, iBT DSST, AND ECE CBT TESTING SERVICES

Ref: (a) DoD Directive 1322.8
(b) DoD Instruction 1322.25
(c) College Board Contract N00189-07-D-Z047
(d) Prometric Contract N00189-09-D-Z070
(e) Excelsior College Contract N00140-07-D-0002

1. General

a. Purpose. The purpose of this Memorandum of Agreement (MOA) is to provide guidelines for acquiring CLEP eCBT, iBT DSST, and ECE CBT testing services on or near military installations from a National Test Center (NTC) college and/or university based on references (a) through (e).

b. Participants. Signature parties to this agreement are Commander, Navy Region Southwest (CNRSW) for Naval Weapons Station Seal Beach (NWSSB) and Coast Community College District (Coastline Community College), the Academic Institution (AI) operating as a National Test Center (NTC) for College-Level Examination Program® (CLEP® eCBT), Internet-based DSST®, and Excelsior College® (ECE CBT) testing programs.

c. Background. For the CLEP eCBT testing program, NTC operates under a Technology-Based Testing Center Management and

Administration Agreement (hereinafter referred to as "Test Center Agreement") with Educational Testing Service (ETS), who is an authorized vendor of the College Entrance Examination Board (hereinafter called the College Board.) For the iBT DSST testing program, a NTC operates under a Letter of Agreement with Prometric, who holds the trademark for the DSST® examinations. For the ECE CBT testing program, a NTC operates under a Letter of Agreement with Pearson VUE, which is the exclusive vendor for administration of ECE CBT.

2. Definitions

a. "Academic Institution" (AI) refers to Coast Community College District (Coastline Community College), a regionally accredited college as required by The College Board, Prometric, and Excelsior College.

b. The College-Level Examination Program (CLEP) computer-based testing program referred to as "CLEP eCBT" is comprised of 35 computer-based tests. The College Board holds all ownership and proprietary rights, including, but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the test items. ETS holds all ownership and proprietary rights, including but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the ETS eCBT application System, the Test Center Handbook, and any other software, manuals, documentation, secure test administration or operational procedures.

c. The Internet-based DSST® testing program is comprised of 36 test titles (excluding the "Principles of Public Speaking" test) delivered through an Internet-Based delivery system. Prometric holds all ownership and propriety rights, including, but not limited to copyright, trade secret, trademark, service mark, and patent rights to the test items.

d. The Computer-based Excelsior College® Examinations program is comprised of 46 test titles. Excelsior College holds all ownership and proprietary rights, including, but not limited to copyright, trade secret, trademark, service mark, patent and intellectual property rights in the test items that comprise these exams. Excelsior College contracts exclusively with Pearson VUE to provide computer based testing services for the Excelsior College Examinations battery.

e. "Test Fee" refers to current commercial off-the-shelf CLEP eCBT and iBT DSST test fees established by The College Board and Prometric, respectively.

f. "Administration Fee" refers to a standard fee paid by DANTES under contract with The College Board,Prometric, and with Excelsior College for administration of CLEP eCBT, iBT DSST, and ECE CBT tests, respectively by a NTC operating under an MOA on a military installation, to eligible DANTES-funded military and DANTES-funded civilian examinees.

g. "Service Fee" refers to a fee charged by the AI as consideration for providing CLEP eCBT, iBT DSST, or ECE CBT services to unfunded civilian examinees (those who pay their own fees). The AI may require each unfunded civilian examinee registering to take a CLEP eCBT, iBT DSST, or ECE CBT test to pay a nonrefundable Service Fee to be collected separately, as recommended by the College Board and Prometric. The AI, in lieu of any honorarium payments from the College Board or Prometric, will retain this Service Fee.

h. "Restricted Test Center" refers to a NTC operating under an MOA with a military installation to provide CLEP eCBT, iBT DSST, and ECE CBT testing services to the following categories of examinees:

(1) Military personnel (active and/or reserve).

(2) DANTES-funded eligible civilian employees and spouses of participating Reserve Component and Coast Guard personnel if testing at a Reserve Component or Coast Guard installation.

(3) DANTES-funded Department of Defense Acquisition civilian employees.

(4) Adult family members of military and DoD employees.

(5) Other civilians enrolled in the on-based voluntary Education program.

(6) In the overseas environment, those others authorized under the Status of Forces Agreement.

Except for examinees in categories (1), (2) and (3), all others are tested on a space-available basis according to Service policies.

3. Responsibilities

a. The AI will:

(1) Be a member of Servicemembers Opportunity Colleges (SOC) with an established policy for acceptance of CLEP and DSST examinations. The AI credit-by-examination policy needs to identify minimum passing score requirements for individual CLEP and DSST exams with corresponding course requirements.

(2) Operate the National Test Center under a "Test Center Agreement" with ETS and Letters of Agreement with Prometric and Pearson VUE.

(3) Comply with all terms and conditions of the "Test Center Agreement" and "CLEP Addendum" between the AI and ETS for the administration of CLEP eCBT examinations and with the Letter of Agreement and *DSST Internet Based Test Administration Guide* with Prometric for the administration of the iBT DSSTs.

(4) Provide required resources for administering CLEP eCBT, iBT DSST, and ECE CBT examinations as described in the "Test Center Agreement" and the *DSST Internet Based Test Administration Guide*, respectively, to include computer equipment, commercial Internet service, technical support, and test administrator support.

(5) Meet all operating guidelines and requirements as specified in the *CLEP Test Center Handbook, DSST Internet Based Test Administration Guide*, and the *Pearson VUE Excelsior College Military Funded Program Client Guide* all of which shall be controlling over any terms of this MOA.

(6) Provide CLEP eCBT and iBT DSST, and ECE CBT testing services to DANTES-funded military and civilian examinees and, on a space-available basis, to all other examinees.

(7) Accept a standard test administration fee of $20 per test paid by DANTES to The College Board and Prometric for eligible DANTES-funded military and civilian examinees. The College Board and Prometric will issue checks to the AI for the total number of administered CLEP eCBT and iBT DSST tests, respectively, to eligible DANTES-funded examinees. For unfunded civilian testing, the AI may elect to charge a service fee to compensate the AI for its efforts to provide and maintain a test

center. This non-refundable advance service fee should not exceed $20 per test from each prospective civilian examinee.

(8) Provide the on-base Navy College Office with a copy of all DANTES-funded CLEP eCBT test results for military personnel and a consolidated daily attendance/testing report for scheduled test dates. The AI also agrees to provide a copy of CLEP eCBT test results to all examinees upon completion of exam, with the exception of the English Composition with Essay examination.

(9) Provide the on-base Navy College Office with a copy of all DANTES-funded iBT DSST test results for military personnel.

(10) Provide the on-base Navy College Office with a copy of all DANTES-funded ECE CBT multiple choice test results for military personnel. Excelsior College will mail candidate results for funded extended response and mixed response exams to the on-base Education Center after posting the exam grade received from the rater.

(11) Notify the Navy College Office Direct (NCOD) and DANTES Test Control Officer, ETS, and The College Board within 24 hours of any test compromise or security breach involving the CLEP eCBT program. For the iBT DSST program, the AI agrees to notify the NCOD and DANTES Test Control Officer, and Prometric within 24 hours of any test compromise or security breach.

b. The Navy College Officer Director (NCOD), the manager for the Navy's Voluntary Education Programs, will, on behalf of CNRSW and CO, NWSSB:

(1) Provide a conducive environment for testing as described in the *DANTES Examination Program Handbook*, Part I, to include adequate electrical power and space to house and secure the AI's computer equipment.

(2) Provide repairs, as permitted by base funding and approved by CO, NWSSB, to maintain the space housing the CLEP eCBT, iBT DSST, and ECE CBT testing facility. All telecommunication requirements will be at the arrangement and expense of the AI. The NCOD should confirm with the installation Information Technology personnel that this arrangement poses no security risk to the military infrastructure.

(3) Ensure that the Navy College Office staff provides counseling services to support CLEP eCBT, iBT DSST, and ECE CBT testing and refer examinees to the AI for testing.

(4) Cooperate with the AI to monitor and if necessary, address issues if a "no-show" rate should become excessive.

(5) Assist in publicizing the AI CLEP eCBT,iBT DSST, and ECE CBT testing program/schedule using all available local media/information sources in accordance with existing regulations and Navy guidelines.

(6) Monitor the AI's performance to ensure the AI meets the MOA requirements.

(7) Based on notification by the AI of a potential test compromise involving DANTES-funded military or civilian examinees, the NCOD will notify DANTES immediately as specified in the *DANTES Examination Program Handbook*.

(8) Before DANTES-funded CLEP eCBT, iBT DSST, and ECE CBT testing is authorized to commence under the MOA, the NCOD will provide DANTES Code 20A with an electronic copy of the executed MOA between the AI and CNRSW.

(9) Before DANTES-funded CLEP eCBT,iBT DSST, and ECE CBT testing is authorized to commence under the MOA, ensure that the DANTES TCO has returned all CLEP paper-based examinations and all DSST paper-based examinations (except for the "Principles of Public Speaking") to Prometric, has returned all ECE paper-based examinations to Excelsior College, and has provided DANTES Code 20A with a copy of the DANTES Document Receipt Form(s) which accompanied the returned tests to Prometric. These tests must be returned using either FEDEX or UPS within 21 business days of IBT activation. If the test center is activated in less than 21 days, the books must be returned immediately. All ECE paper-based examination booklets must be received and verified before Excelsior College will authorize CBT activation

(10) Provide a list of all scheduled paper and pencil candidates to the AI for online testing.

c. DANTES will:

(1) Provide funding for the CLEP eCBT, iBT DSST, and ECE CBT test fees for eligible military and civilian examinees and for the CLEP eCBT, iBT DSST, and ECE CBT administration fees

under the terms of the contracts between DANTES and The College Board and Prometric, respectively.

(2) Capture CLEP eCBT, iBT DSST, and ECE CBT test results for all DANTES-funded CLEP eCBT, iBT DSST, AND ECE CBT administrations through the DANTES Score Reporting System (SRS), and will report these test results for military personnel to their respective Service transcript and counseling systems.

(3) Provide guidance and assistance with implementing the on-base National Test Center initiative and provide managerial oversight for assessing the effectiveness of this initiative.

(4) Coordinate the investigation of any and all test compromise involving DANTES-funded military or civilian examinees and work with all parties (military, AI, College Board, ETS, Prometric and Excelsior College) to ensure timely resolution.

4. Changes. Changes may be made to this agreement by mutual written consent of both parties and will be recorded and published as addenda to this agreement.

5. Termination

(1) This MOA may be terminated by mutual consent of both parties. This MOA will remain in effect until superseded or terminated, but no longer than 5 years. Either party may terminate this MOA upon 30 days prior written notification to the other party. The NCOD will notify DANTES and provide a copy of a termination notice to DANTES Code 20A.

(2) In the event of any unauthorized disclosure of CLEP, DSST, or ECE secure testing materials, or any other breach by the AI of ETS's or Prometric test security procedures, the CNRSW or CO NWSSB retain the right to immediately terminate this MOA.

6. Expiration. This MOA will expire after 5 years, at which time it may be renegotiated and reissued.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

IN WITNESS WHEREOF, the parties hereunto have executed this MOA as of the day and year written below. This MOA shall become effective upon signature of both parties.

_____

President, Board of Trustees
Coast Community College District
(Coastline Community College)

Date: _____

_____

W. D. FRENCH
Rear Admiral, U.S Navy
Commander,
Navy Region Southwest

Date: _____

EDUCATIONAL TESTING SERVICE

INSTITUTION TEST CENTER CODE 4233
TECHNOLOGY-BASED TESTING CENTER
MANAGEMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT, effective June 17, 2010 is by and between EDUCATIONAL TESTING SERVICE ("ETS"), a nonprofit, non-stock corporation organized and existing under the Education Law of the State of New York, with principal offices located at Rosedale and Carter Roads, Princeton, NJ 08541, and **COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College)**, ("Organization"), a public educational agency, with its principal location at 1370 Adams Avenue, Costa Mesa, CA 92626.

WITNESSETH:

WHEREAS, ETS has developed technology-based versions of certain ETS-owned and ETS client-owned Tests, which are designed to be administered to Test takers on or through the use of computers; and;

WHEREAS, ETS has also developed applications that facilitate the administration of technology-based versions of Tests; and

WHEREAS, ETS offers a series of Test administrations to Test takers at various locations; and

WHEREAS, Organization is willing and able to become a Test administration site and perform Test administrations consistent with ETS requirements and guidelines; and

WHEREAS, ETS is willing and able to approve Organization as a Test Center;

NOW THEREFORE, ETS and Organization agree as follows:

1. Definitions:

1.1 ADA: The Americans with Disabilities Act of 1990, a United States federal statute.

1.2 Call Center: The customer service center for use by Test takers and Organizations to order materials and transcripts and to obtain general Testing information.

1.3 Organization: Any entity approved by ETS as a Test Center.

1.4 PC: Personal Computer

1.5 TCA: Test Center Administrator

1.6 Test(s): Any ETS-owned or ETS client-owned Test that is administered to Test takers.

1.7 Test Administration Handbook (also "Handbook"): ETS's handbook (paper or electronic) describing policies, procedures, and practices required when administering Tests.

1.8 Test Center: The secure physical site/room or rooms selected by Organization and ETS, which is/are distraction-free environments appropriate for Test taking, at an administration site where ETS-owned or ETS client-owned Tests are administered to Test takers.

1.9 Third Party Providers: Any organizations selected by ETS as its subcontractors in the performance of Test administration responsibilities with Organization.

1.10 Internet: A distributed network of computers or computer networks.

1.11 Intellectual Property Rights: Any and all of the following subsisting in any country or international organization: (i) letters patent and applications therefore, including but not limited to continuations, continuations-in-part, divisionals, reissues, substitutions, re-examinations, and any equivalents of the foregoing; (ii) registered and unregistered copyrights, applications therefore, and extensions thereof; (iii) trade secrets; and (iv) know how and confidential information.

2. Documents: The entire Agreement between ETS and Organization will consist of this Technology-Based Testing Center Management and Administration Agreement, any Addenda, Schedules, and/or Attachments appropriate to specific ETS Testing programs for which Organization may establish a Test Center hereunder, the Test Administration Handbook that ETS will provide and require that Organization adhere to during its performance hereunder, and Exhibits such as equipment specifications, fee schedules, trademarks, and Tests. Each of the foregoing is hereby incorporated into this Agreement by reference.

3. Organization's Responsibilities:

3.1 Facilities, Equipment, and Supplies:

Organization agrees to administer Tests in accordance with policies, procedures, and practices provided by ETS. The Test Center will be convenient for Test takers to access during Testing sessions. When in use as a Test Center, no other activity will take place in the areas designated as the Test Center.

The Test Center, any Testing space, bathroom facilities, and building accessibility will conform to the standards set forth in the ADA, as well as state and municipal codes, if applicable. Organization agrees to provide a secure, locked area under the sole control of the TCA for storage of Tests and ancillary materials and to take all possible precautions to protect the security of all Tests and ancillary materials provided by ETS, which includes but is not limited to CD-ROMs, Handbooks, and test administration materials and forms.

Testing PCs are required to meet the minimum specifications for the program Test being administered. Organization will provide all other materials and supplies used at the Test Center such as printer paper and laser cartridges.

3.2 Staffing and Support:

Organization agrees to provide trained staff persons, proctors, and TCAs or their designees to coordinate arrangements for and operation of Testing sessions including, but not limited to, the receipt, storage, and return of Testing materials and the supervision of all Testing sessions in accordance with the specifications, instructions, policies, procedures, and practices in the Handbook. For any Test takers who are not affiliated with Organization, Organization agrees to provide access to on-site parking reasonably convenient to the Test Center for such Test takers on the date of their scheduled examination.

3.3 Scheduling Test Administrations:

Organization agrees to follow registration and scheduling procedures as described in the Test Administration Handbook and to schedule Test administrations on weekdays, weekends, and/or evenings in accordance with the Handbook.

3.4 Technical Support/Data/Communications Link/Transmissions:

Organization will make local technical support available to ETS and the TCA as needed. Organization will also obtain and maintain (including paying all costs) an Internet service connection for data transfer, Internet services as required by Testing programs, and a valid e-mail address for communications. Organization will transmit back to ETS all Test taker data files, supervisor reports and other Test related files, via a secure data/communications link to ETS as required by the Handbook or as otherwise approved by ETS.

3.5 Return of Forms and Test Fees to ETS:

As applicable, following each administration, Organization will promptly return forms and fees, to ETS. Procedures to do this are in the Test Administration Handbook and the program-specific Addendum attached hereto.

3.6 Prohibition Against Software Modifications:

Organization agrees to comply with all Test Administration Handbook instructions when installing software provided by ETS and understands that it is prohibited from making modifications to such software.

4. ETS Responsibilities:

4.1 Software and Documentation:

ETS will provide all necessary software, periodic software updates, and related documentation at no cost to Organization. Such documentation includes instructions for installation and use of ETS provided software and related staff responsibilities during Testing sessions.

4.2 Technical Support:

The details of technical support may vary from Testing program to Testing program and are described in the Test Administration Handbook and the program-specific Addendum.

4.3 Test Administration Handbook:

Each Test Center will receive a Test Administration Handbook that describes all requirements, policies, procedures, and practices associated with the administration of Tests.

4.4 General Information/Content/Official Score Reporting:

ETS will provide a telephone number to Organization for its use in obtaining information on registration, Test content, and score reporting.

4.5 Third Party Providers:

Organization understands and agrees that ETS may provide service and/or equipment and software as described in this Agreement, through ETS-approved subcontractors.

5. Ownership: Organization acknowledges and agrees that ETS, or ETS's licensors, own all right, title and interest in and to the following materials, and all Intellectual Property Rights therein: the Tests; all software provided by ETS including manuals, documentation, and delivery media; secure test administration or operational procedures and all other methods or procedures for administering or delivering an assessment which have been provided to Organization to perform its responsibilities under this Agreement (hereinafter the "ETS-Owned Technologies and Materials"). Except for the limited license set forth in Section 6, nothing in this Agreement transfers, conveys or assigns to Organization any right, title or interest in or to the ETS-Owned Technologies and Materials, or any Intellectual Property Rights therein. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned, ETS client-owned, or third-party owned software licensed to ETS and all other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create or obtain the source code of any software referred to in the Agreement or provided hereunder.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS name or the ETS registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

6. License: ETS grants to Organization a non-exclusive, revocable license to use the ETS-Owned Technologies and Materials, and the Intellectual Property Rights therein, in the administration of Tests in compliance with the Test Administration Handbook. The license in this Section 6 shall be non-transferable and may be sublicensed only with the prior written approval of ETS.

7. Confidentiality: Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to ETS, may be disclosed to Organization and its employees. Such proprietary and confidential information (the "ETS Proprietary and Confidential Information") shall include, but not be limited to, Test administration and delivery software, the Test and all individual Test questions, all data to be collected from Test takers, the identities of the Test takers, the internal ETS procedures for the secure administration of technology-based Tests and any other information identified by ETS to Organization, orally or in writing, as proprietary and confidential. In the event it is not

apparent whether information qualifies as ETS Proprietary and Confidential Information, Organization shall consider such information as qualifying as ETS proprietary and confidential information and should immediately seek a determination of that question from ETS.

Organization agrees that it will not disclose the ETS Proprietary and Confidential Information to any third party without ETS's prior written consent. When the ETS Proprietary and Confidential Information is not in use, Organization agrees to keep the Information in a secure, locked location.

Notwithstanding the foregoing, this provision shall not apply to otherwise confidential information subject to disclosure pursuant to federal or state law, including but not limited to the California Public Records Act or as required under California laws regarding open meetings for public entities (e.g. the Brown Act).

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the ETS Proprietary and Confidential Information as Organization takes to protect its own confidential and proprietary information, which in any event, shall not be less than a reasonable level of care. Organization also agrees that it will disclose the ETS Proprietary and Confidential Information only to employees of Organization with a "need to know" such information. Additionally, Organization agrees that it will require all such employees to sign a confidentiality agreement.

Organization agrees that it will use the ETS Proprietary and Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to remove all copies of ETS-owned, ETS client-owned, or third party licensed software provided to it by ETS from its machine-readable media and/or to uninstall all such electronic files. Further, Organization will, no longer than ten (10) business days following the date of termination, return all tangible copies of such software and other ETS Proprietary and Confidential Information to ETS or, as appropriate, certify in a notice to ETS, signed by an officer or other representative having legal authority to act for Organization, pursuant to the terms of Section 16.3 hereof, that all listed electronic files have been uninstalled, the date on which they were uninstalled, and by whom.

In order to insure the security of Test administrations, ETS reserves the right to visit and monitor, with or without notice. Test Center operations during scheduled Test administrations, including pre- and post-Testing periods.

8. Term: The term of this Agreement shall be from the date this agreement is executed by both parties until terminated in accordance with Section 9 below.

9. Termination: Either party may terminate this Agreement for convenience and without cause, upon ninety (90) days prior written notice to the other party. Upon the termination of this Agreement, Organization shall return to ETS, at ETS's expense, all property provided to it by ETS in accordance with this Agreement and ETS's instructions.

10. Specification Changes/Upgrades: Due to the dynamic nature of technology-based Testing, the parties agree to implement changes to facilities, equipment, Testing stations, communications links, software, security devices and procedures, etc. necessary to keep the Test Center fully functional, secure and compliant. To facilitate those changes, the parties agree to negotiate and execute any necessary documents including Amendments to this Agreement or revisions to any Addenda, Schedules, Exhibits, and Attachments in a timely and cooperative manner. Organization agrees that Testing PCs will meet ETS minimum requirements and recommended upgrades.

11. Consideration: Any consideration for Test Center establishment and associated services and activities is specific to individual Testing programs and is described in the applicable Addendum.

12. Performance Warranty: Organization warrants that all Test administrations conducted at its Test Center will conform in all material respects to any specifications, manuals, handbooks, instructions, policies, procedures, practices, and requirements supplied to it by ETS and will be free from material deviations of any kind. This warranty will survive any inspection, acceptance of Test scores and returned materials, or payment by ETS regarding Tests hereunder.

13. Default and Cure of Breach: In the event of default of any obligation under this Agreement that remains uncured fifteen (15) days after receipt of written notice, pursuant to the terms of Section 16.3 hereof, of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all ETS Proprietary and Confidential Information and property, as described herein, shall immediately be returned by a secure method by Organization to ETS. ETS shall have no responsibility to Organization for the payment of any fees or honoraria related to Testing not already fully administered and completed prior to the termination, including the acceptance of test scores.

14. Risk of Loss: From and after the date of delivery to ETS or the date of acceptance by ETS, whichever is later, of all Test scores, returned materials, and returned ETS-provided property of whatever sort, ETS shall bear the entire risk of loss, theft, damage to, or destruction of such property. In no event will ETS be responsible for any such loss, damage, theft, destruction, or breach of trademarks, copyrights or patents prior to the latest of the said dates, or caused by Organization's failure to perform its responsibilities hereunder.

15. Indemnification: Organization will indemnify and hold ETS, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury, or liability arising directly or indirectly out of Organization's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of Organization, its employees, visitors, contractors, or agents when engaged in Organization's operations under this Agreement.

ETS will indemnify and hold Organization, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury or liability arising directly or indirectly out of ETS's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of ETS, its employees, visitors, contractors, or agents when engaged in ETS's operations under this Agreement.

16. Miscellaneous Provisions:

16.1 Assignment:

This Agreement cannot be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld.

16.2 Publicity/Use of Name and Logo:

A. Organization is authorized to use ETS as a reference. However, any other use of ETS's name promotionally or otherwise in connection to Organization's business or the subject matter of this Agreement is prohibited without the prior written consent of ETS. Organization agrees to submit proofs of any promotional materials to the ETS Trademark Administrator for review and approval prior to going into production. ETS agrees to provide its approval or comments, within five (5) business days of receipt. If ETS does not provide a response within five business days, approval shall be deemed granted.

B. Any use, including web site display, of ETS's clients' names and logos by Organization must have the prior written consent of the clients, obtained by ETS on behalf of its clients.

C. This Agreement does not include a trademark license. Except as allowed by law for limited informational purposes, ETS grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of ETS. Under no circumstances does

ETS grant the right to use its corporate logos or signature in connection with the products or services that are the subject matter of this Agreement or any related products or services.

D. Any violation of this Section 16.2 will be considered a material breach of this Agreement and grounds for its immediate termination in ETS's sole discretion and the payment of damages to ETS.

16.3 Notice:

Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or transmitted by facsimile machine or, three (3) days after mailing, registered or certified, postage prepaid, and addressed as follows or to such other address as a party shall designate:

IF TO ETS: Educational Testing Service
Computer-Based Testing Production Services
Rosedale and Carter Roads
Mail Stop: 46-Z
Princeton, NJ 08541
Attention: Test Center Management

With a copy to: Educational Testing Service
Corporate Supplier Management
Rosedale and Carter Roads
Mail Stop: 76-D
Princeton, NJ 08541-0001
Attention: T-BT Contract Manager

IF TO ORGANIZATION: COAST COMMUNITY COLLEGE DISTRICT
1370 Adams Avenue
Costa Mesa, CA 92626
Attention: Vice Chancellor, Administrative Services

16.4 Force Majeure:

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of war or the common enemy, the elements, earthquakes, floods, fires, contagious diseases, epidemics, riots, failure or delay in transportation or communications, or any other act or failure to act by the other party or such other party's employees, agents, or contractors; provided, however, that lack of funds or work slowdowns or work stoppages by Organization's employees shall not be deemed to be reasons beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

16.5 Compliance With Laws:

Organization agrees that in performing its services under this Agreement, it will comply with all applicable laws, rules, and regulations now or hereafter in effect.

16.6 Waiver:

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

16.7 Arbitration

A. The parties will use their best efforts to settle any controversy arising out of their performance under this Agreement as rapidly as possible on a fair and equitable basis. Should such efforts be unsuccessful, any controversy or claims arising out of or relating to this Agreement, or the uncured

breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Orange County, California, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. In any litigation or arbitration, the prevailing party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement.

16.8 Survival After Expiration or Termination:

Notwithstanding the expiration or termination of this Agreement or any renewal period, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive including, without limiting the foregoing, the following sections:

A. Ownership, Section 5
B. Confidentiality, Section 7
C. Performance Warranty, Section 12
D. Indemnification, Section 15
E. Publicity/Use of Name and Logo, Section 16.2
F. Survival After Expiration or Termination, Section 16.8

16.9 Applicable Law and Venue:

This Agreement and performance hereunder shall be construed and enforced in accordance with the laws of the State of California. Any legal actions arising under this Agreement shall be instituted only in the courts of the State of California.

16.10 Severability:

If any section of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially invalid, illegal, or unenforceable for any reason, such condition shall not affect any other section of this Agreement.

16.11 Section Headings:

The heading appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

16.12 Remedies:

All rights conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

16.13 Limitation of Actions:

No arbitration, action, or other proceeding under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after a party's knowledge of a cause of action.

16.14 Successors and Assigns:

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.15 Amendments:

This Agreement may only be amended, changed, or modified in a writing signed by both parties.

16.16 Relationship of the Parties:

Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

16.17 Prohibition on Gifts and Gratuities:

Organization warrants that it has not offered or given, and will not offer or give to any officer, trustee, employee, representative or family member of an ETS employee, officer, trustee or representative a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Organization functions) are allowed. Any other offerings may be construed as the Organization's attempt to improperly influence decisions at ETS. Organization agrees that ETS may, by written notice to Organization, terminate this Agreement if ETS determines that Organization has violated this provision.

16.18 Non-Discrimination:

No person on grounds of race, color, ancestry, ethnic background, creed, religion, age, sex, national origin, sexual orientation, disability, marital status, veteran status or medical condition will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of work under this Agreement. ETS is obligated to comply with the ADA, as well as similar state legislation protecting disabled individuals. Therefore, Organization agrees to accommodate Test takers in accordance with ETS's directives pertaining to individual Test takers who may have disabilities.

16.19 ETS Ethics Hotline:

ETS has established a toll-free, confidential hotline for use by employees and Organizations to anonymously report alleged misconduct and/or suspected security violations. The phone number is **1-866-ETS-LINE** and it is available 24 hours a day, 7 days a week, 365 days a year. Should Organization have knowledge that any ETS employee failed to conduct him/herself in the utmost ethical and business-like manner, Organization should call the ETS Hotline to report such misconduct or violation.

16.20 Taxes:

Organization shall be responsible for all taxes that arise from its performance under this Agreement, except for any tax based on ETS's income, if applicable.

16.21 Insolvency:

Either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

16.22 Revision of Terms:

ETS hereby reserves the right, prior to execution hereof, to make any revisions it deems necessary to any terms included herein or in any documents incorporated by reference herein, which make up the entire Agreement of the parties. ETS will notify Organization immediately of any such revisions.

17. Entire Agreement:

The parties agree that this Agreement constitutes the complete and exclusive statement of the understanding between them as to the specific subject matter hereof and that it supercedes and replaces all prior agreements or writings between the parties as to the specific subject matter hereof.

IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

Educational Testing Service	Organization
By:_____ (signature)	By:_____ (signature)
Name:_____ (printed)	Name:_____ (printed)
Title:_____	Title:_____
Date:_____	Date:_____

Return this document to:

Educational Testing Service
Computer-Based Testing Production Services
Rosedale and Carter Roads
Mail Stop: 46-Z
Princeton, NJ 08541
Attention: Test Center Management

With a copy to:

Educational Testing Service
Corporate Supplier Management
Rosedale and Carter Roads
Mail Stop: 76-D
Princeton, NJ 08541-0001
Attention T-BT Contract Manager

ETS Educational Testing Service

Coast Community College District /
Organization Name: Coastline Community College
Organization Test Center Code: 4233

The College-Level Examination Program ("CLEP") Addendum

1. General: The purpose of this Addendum is to establish a Test Center at Organization or on a military installation as authorized by the U. S. Department of Defense (DoD), as applicable, for the conduct of CLEP administrations. ETS provides services in connection with CLEP on behalf of its client, The College Entrance Examination Board (College Board), which includes responsibility for examination administrations. Only in the event that Organization is willing and able to conduct such examination administrations at its facilities or on a military installation and ETS has approved Organization to do so will the provisions of this Addendum apply. In order to qualify as and establish an examination center at Organization or on a military installation for CLEP administrations, Organization is required to have a publicly available policy of credit-by-examination through CLEP and to be regionally accredited or a candidate for regional accreditation.

2. Establishing a CLEP National Test Center: Organization agrees to:
A. If Center is at Organization's site, maintain a Test Center for all Test takers, whether registered students of the Organization or not.

B. If Center is at a military installation, maintain a Restricted Test Center. A Restricted Test Center is defined as a national test center at a military installation and providing CLEP eCBT testing services to the following list of examinees as determined by a designated representative of the DoD:

i. Military personnel (Active Duty and Reserve component);

ii. Defense Activity for Non-Traditional Education Support (DANTES) - funded eligible civilian employees and spouses of participating Reserve component and Coast Guard personnel;

iii. DANTES – funded DoD Acquisition civilian employees;

iv. Adult family members of military and DoD employees*;

v. Other civilians enrolled in the on-base voluntary education program*; and,

vi. Others authorized under the status of Force Agreement in the overseas environment*.

* Categories iv, v, and vi, are tested on a space-available basis.

2.2 Designate a member of its professional staff as Master Site Administrator (MSA).

2.3 Provide a secure, locked area under the sole control of the MSA for storage of CLEP Tests in any form and ancillary materials, including but not limited to software, CD-ROMs, Handbooks, and test administration materials and forms;

2.4 Take all possible precautions to protect the security of all Tests and ancillary materials furnished by ETS, administer the Tests in accordance with instructions and security procedures provided by ETS, and report all breaches of security to ETS within 24 hours;

2.5 Provide optimal test conditions as described in the ETS eCBT Test Administrator's Handbook;

2.6 Provide proctors and an MSA to assist in CLEP administrations in accordance with the instructions in the ETS eCBT Test Administrator's Handbook;

2.7 On request, promptly submit to ETS or the College Board, Organization's current or future policy of credit-by-examination through CLEP, and communicate such policy to the MSA, proctors, administrators, and students;

2.8 Permit ETS and the College Board to make said policy available to the public; and,

2.9 Permit ETS and College Board staff to visit the Test Center with or without notice. ETS and the College Board shall from time to time be permitted access to the Test Center. Organization agrees not to permit access thereto to any ETS or College Board personnel except those so authorized and not to permit access by any other persons or Organizations not authorized to provide services in accordance with the terms of this Agreement. Organization agrees to provide ETS with written confirmation that these requirements have been met. All ETS and College Board staff must present valid employer-issued picture identification prior to admission to any such Test Center.

3. Schedule of Test Administrations: Under the testing arrangement, Organization will determine the timetable for CLEP Test administrations. All scheduling requirements and guidelines are described in detail in the ETS eCBT Test Administrator's Handbook. Test takers may not repeat the same Test within any six (6) month period unless unusual circumstances warrant waiving this limitation. In such a case, Organization receiving the score must provide a written request for a waiver to CLEP at ETS to release the Test taker score report.

4. Responsibilities of Master Site Administrator (MSA): The MSA will be responsible for all CLEP Test administrations conducted at Organization. Specific responsibilities are as follows:

4.1 To receive all necessary testing materials and supplies, including the ETS eCBT Test Administrator's Handbook, from ETS and provide secure storage of such testing materials and supplies;

4.2 To register all Test takers and collect all fees in accordance with procedures and amounts described in the ETS eCBT Test Administrator's Handbook;

4.3 To administer CLEP Tests in strict accordance with the instructions described in the ETS eCBT Test Administrator's Handbook;

4.4 Following each CLEP Test administration, using procedures provided in the ETS eCBT Test Administrator's Handbook, to upload Test takers' data, send data to ETS, and return to ETS any checks or money orders received for Test fees, with the exception of the nonrefundable service fee, to CLEP at ETS in the envelope provided.

4.5 All CLEP scoring and reporting will be processed entirely by ETS, either at ETS or through its locally installed software for Technology-Based Testing (T-BT). The score report generated by the software for all CLEP examinations, except English Composition with Essay, must be printed by the MSA upon completion of the Test administration and given to the Test taker. It is the Test taker's only official score report.

5. Technical Support: Technical support, through direct telephone or e-mail contact, is available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday, with the exception of regularly scheduled business holidays. Prompt notice of any change in the hours of operation will be provided to Organization. Such support is for use by Test Center staff with questions regarding test administration policies and procedures, software, or problems for resolution.

6. Ownership: Organization acknowledges and agrees that the College Board holds all proprietary rights including, but not limited to copyright, trade secret, and patent in the Tests, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement and all examination materials. ETS holds all proprietary rights including, but not limited to copyright, trade secret, and patent in software, manuals, documentation, secure test administration or operational procedures, and other materials which were previously developed by ETS (collectively, the "ETS-Owned Technologies and Materials") and which will be provided to and/or used by Organization to perform its responsibilities hereunder. Organization further acknowledges and agrees that certain third parties hold the copyright, either separately or jointly, in the third-party owned software.

Organization acknowledges and agrees that, for the sole purpose of performing its responsibilities under this Agreement, and any other attachments thereto, no proprietary rights in such materials are granted to Organization except for the right to use the Tests, the ETS-Owned Technologies and Materials, and the third-party owned software, either separately or in conjunction with each other, as applicable. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned or College Board-owned software and other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create the source code of any ETS or ETS client software.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Additionally, Organization understands and agrees that the COLLEGE-LEVEL EXAMINATION PROGRAM, CLEP, and the CLEP logo are registered trademarks of the College Board. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS or College Board name or the ETS or College Board registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

7. Confidentiality: Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to the College Board, will be disclosed to Organization and its employees. For purposes of this Addendum, College Board Confidential Information shall include, but is not limited to, CLEP Tests and all items (questions) contained therein, including all copies thereof, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement, internal College Board procedures for the secure administration of Tests, and any other information identified by ETS or the College Board to Organization as proprietary and confidential.

Organization agrees that it will not disclose any College Board Confidential Information to any third party without the College Board's prior written consent. When such Confidential Information is not in use, Organization agrees to keep it in a secure, locked location.

Notwithstanding the foregoing, this provision shall not apply to otherwise confidential information subject to disclosure pursuant to federal or state law, including but not limited to the California Public Records Act or as required under California laws regarding open meetings for public entities (e.g. the

Brown Act).

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the College Board's Confidential Information as Organization takes to protect its own confidential and proprietary information. Organization also agrees that it will disclose the College Board Confidential Information only to employees of Organization with a "need to know" such information for purposes of performing its duties under this Agreement.

Organization agrees that it will use the College Board Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to return all College Board Confidential Information to ETS within ten (10) business days following the date of termination.

8. Organization's Service Fee: In the ETS eCBT Test Administrator's Handbook, the College Board recommends that Organization may wish to charge a service fee to compensate Organization for its efforts to provide and maintain a Test Center. Such service fee is in addition to the Test fee determined by the College Board. Under no circumstance is any service fee that may be charged by Organization to be construed as payment to any MSA or, as a result thereof, that any MSA is an employee of the College Board or ETS.

9. Relationship between the Parties: This Agreement does not create a partnership, joint venture, employment or other form of agency relationship between the parties. Further, neither Organization nor its staff will, because of performance specified in this Agreement, be deemed an agent or employee of the College Board or ETS.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives.

Educational Testing Service	**Organization**
By:_____ (signature)	By:_____ (signature
Name:_____ (printed)	Name:_____ (printed)
Title:_____	Title:_____
Date:_____	Date:_____

Return this document to:

Educational Testing Service

With a copy to:

Educational Testing Service

Organization Name: COAST COMMUNITY COLLEGE DISTRICT Coastline Community College
Organization Test Center Code: 4233 1 0

Computer-Based Testing Production Services
Rosedale and Carter Roads
Mail Stop: 46-Z
Princeton, NJ 08541
Attention: Test Center Management

Corporate Supplier Management
Rosedale and Carter Roads
Mail Stop: 76-D
Princeton, NJ 08541-0001
Attention: T-BT Contract Manager

PROMETRIC

AMENDMENT to LETTER OF AGREEMENT

THIS AMENDMENT ("Amendment") to the LETTER OF AGREEMENT ("LOA") by and between **Prometric Inc.**, ("Prometric"), and **Coast Community College District [Coastline Community College]**, ("Operator"), (together the "Parties"), is made and entered into, and shall be effective as of the date of acceptance by Prometric (the "Effective Date").

WHEREAS, the Parties entered into the LOA for the operation of a Test Center effective April 8, 2010 which is incorporated herein by reference, for the administration of internet-based and paper and pencil test delivery services for Prometric's DSSTs; and

WHEREAS, the Parties desire to amend the LOA to add an additional Test Center location(s) listed herein.

NOW THEREFORE, the Parties agree as follows:

A. Multiple Test Centers. Operator will operate multiple Test Centers under the terms of the LOA, and desires to add an additional Test Center(s) within its current region as listed in the attached Schedule A under the terms and conditions outlined in the LOA and this Amendment.

Operator warrants that each Test Center listed on Schedule A is an Affiliated Test Center as defined below, and that Operator will obligate each Affiliated Test Center to the terms and conditions of the LOA. Operator further warrants that it has the authority to bind the Affiliated Test Center to the obligations and the ability to enforce compliance of the terms of the LOA.

Affiliated Test Center means a company or institution that is:

- Wholly owned by Operator,
- A wholly owned subsidiary of Operator, or
- A company or test center that Operator has the legal authority to bind to the terms and conditions of the LOA

B. Compensation. Prometric will pay the Operator on a monthly basis for the previous month's activity based on the compensation outlined in the LOA.

C. Electronic and Fax Signatures. Electronic and facsimile signatures of the Amendment shall be binding as originals. Unless required by applicable law, no originals of this Amendment shall be provided to Operator. The email address where the fully executed Amendment will be returned is noted below.

Except as amended hereby, the LOA and any previous amendments and/or addendums, if appropriate, shall remain in full force and effect and shall be otherwise unaffected hereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

PROMETRIC INC.

_____
Prometric Electronic Signature and Date

OPERATOR

By: _____

Name: _____

Title: PRESIDENT, BOARD OF TRUSTEES

Date: _____

Other sites covered by the LOA:
Site Codes: 7175, 7199, 7212, 7217, 7228, 7233

Test Center Site Codes being added by this Amendment _____

Email Address where fully executed Amendment will be returned: _____

To return this Amendment to Prometric, please:

1. Sign, scan as a PDF and email your contract and required documents to: janet.mccormick@prometric.com; or
2. Sign and fax your contract and required documents to: 1-410-537-1429

Attachment 12

PROMETRIC

SCHEDULE A
to the
AMENDMENT to LETTER OF AGREEMENT

Affiliated Test Centers
Please list below the name, address, phone and fax numbers, and site code for each ***added*** Affiliated Test Center covered under the LOA. (Please list only those sites being added under this Amendment and not those previously listed under the LOA or any previous Amendments.)

Site Code: _____
COASTLINE CAREER CENTER
COASTAL ROOM #107
5405 GARDEN GROVE BLVD.
WESTMINSTER, CA
714-241-4967

Site Code: _____

Site Code: _____

Site Code: _____

Site Code: _____

Site Code: _____

Please attach a separate sheet to list additional Test Centers.

Other sites covered by the LOA:
Site Codes: 7175, 7199, 7212, 7217, 7228, 7233

CollegeBoard

CLEP

Organization Name: (COAST COMMUNITY COLLEGE DISTRICT / COASTLINE COMMUNITY COLLEGE)

Military Installation: NAVAL WEAPONS STATION SEAL BEACH

4-Digit Test Center Code: 4233

The College-Level Examination Program® (CLEP®)

Test Center Payment Agreement

1. General: This Agreement will describe payment procedures between The College Board and an organization that has established a National Test Center on a military installation (hereinafter referred to as "Organization") for the conduct of administering CLEP examinations. Educational Testing Service (ETS) provides operational support services in connection with CLEP on behalf of The College Board, and is not party to this Payment Agreement. Only in the event that Organization is willing and able to conduct such examination administrations at facilities on a military installation pursuant to the Memorandum of Understanding with the military base, and The College Board has approved Organization to do so, will the provisions of this Payment Agreement apply.

2. Establishing a CLEP National Test Center on a Military Installation: Organization agrees to:

2.1 Maintain a Restricted Test Center. A Restricted Test Center is defined as a national test center operating under a Memorandum of Understanding (MOU) with a military installation and provides CLEP eCBT testing services to the following list of examinees:

a. Military personnel (Active Duty and Reserve component)
b. Defense Activity for Non-Traditional Education Support (DANTES)-funded eligible civilian employees and spouses of participating Reserve Component and Coast Guard personnel
c. DANTES-funded Department of Defense (DoD) Acquisition civilian employees
d. Adult family members of military and DoD employees
e. Other civilians enrolled in the on-base voluntary education program
f. Others authorized under the status of Force Agreement in the overseas environment

*Categories d, e, and f are tested on a space-available basis.

2.2 Comply with all procedures and guidelines as specified in the Technology-Based Testing Center Management and Administration Agreement, CLEP Addendum, and *ETS eCBT Administrator's Handbook.*

2.3 Enter into a Memorandum of Understanding between Organization and military installation.

2.4 Accept a standard test administration fee of $20 per exam taken by eligible military personnel, civilian employees, and spouses of participating Reserve Component and Coast Guard personnel (refer to Section 2.1, a, b, c).The College Board, on behalf of DANTES, will issue payment of $20 ("Administration Fee") per eligible administration, payable to Organization on or about 30 days from the last day of the month in which the administration took place. Payment will be mailed to the CLEP Master Site Administrator, at the address indicated on the CLEP Test Center Application unless otherwise stated. The Administration Fee is subject to change, based on revisions to the College Board's contract with DANTES, at which time the parties will sign a written amendment to this Agreement.

2.5 Provide the on-base Education Center with a copy of all CLEP eCBT test score reports for military personnel and a consolidated attendance report or testing schedule. Organization also agrees to provide a copy of CLEP eCBT score reports, except English Composition with Essay, to all examinees upon completion of testing.

2.6 Charge a non-refundable, advance test administration fee not to exceed the Administration Fee for each exam administered to an un-funded civilian on military installation to compensate for its efforts to provide and maintain a Test Center on a military installation.

3 The Organization agrees and acknowledges that the CLEP examination, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the CLEP exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the CLEP exam to the Organization or to any third party.

4 The College Board may terminate this Agreement at any time upon 60 days written notice to Organization.

IN WITNESS WHEROF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

The College Board	Organization
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Printed)	Name: _____ (Printed)
Title: _____	Title: PRESIDENT, BOARD OF TRUSTEES
Date: _____	Date: _____

CollegeBoard

CLEP

Organization Name: COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College)

Military Installation: NAVAL WEAPONS STATION SEAL BEACH

4-Digit Test Center Code: 4233

Please indicate where payment(s) should be mailed.

Christine Nguyen — Contact Name

Director of Fiscal Services — Title

cnguyen@coastline.edu — Email

714-241-6150 — Phone

Coastline Community College — Institution

11460 Warner Ave. — Address Line 1

Address Line 2

Fountain Valley — City

CA — State

92708 — Zip

95-600 2272 — Federal Tax ID#

Mail <u>two</u> signed copies of this Payment Agreement in its entirety to:

The College Board
Attn: College-Level Examination Program (CLEP)
1545 Raymond Diehl Rd, Ste 250
Tallahassee, FL 32308

Agreement Number _____
(Assigned by Materiel & Risk Management)

UNIVERSITY OF CALIFORNIA
INDEPENDENT CONSULTANT AGREEMENT
(4/2008)

Contract/Grant No. (if applicable) Agency Name

445190-54420
Account/Fund/Sub to be Charged

This Agreement to furnish certain consulting services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation (hereinafter called "the University") and Coastline Community College hereinafter called (the "Consultant") located at 11460 Warner Avenue, Fountain Valley, CA 92708.

I. NATURE AND PLACES(S) OF SERVICE

A. The Consultant shall furnish to the University the following described services:

Provide expert guidance and consultation to UC Irvine's Program in Geriatrics ("UCI") in a number of areas related to the development of four curricula on communication skills for direct care workers (DCWs) (i.e., Certified Nursing Assistants and Home Health Aides).

I. FOCUS GROUPS
Consultant will consult with UCI on the formation and facilitation of three focus groups with DCWs, their supervisors and family members.

II. INTEGRATION OF VIDEO INTO CURRICULUM MODULES
Consultant will consult with UCI staff on best way to shoot, edit and integrate videotaped interviews into the training curriculum.

III. CREATION OF TRAINING MODULES
Consultant will provide consultation and guidance on the creation of the four learning modules for this curriculum, as well as on creation of a web-based repository for the training modules.

IV. COMMUNICATIONS
Consultant will provide guidance on how best to disseminate the curriculum through their partnerships with the California Council on Geriatrics and Gerontology, their network of California Community Colleges and others.

B. In addition to the services described in subparagraph A. above, the Consultant's proposal to the University shall be incorporated herein by reference and made part of this Agreement.
YES ☐ NO ☒

C. If the Consultant is an entity other than an individual, the University requires that _____ be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

D. Reports:

☐ The Consultant shall provide reports as follows:

OR
☒ No report required.

Attachment 14

E. Places(s) of performance will be:

Consultant's premises.

F. The University will provide working space, equipment, furniture, utilities, and services, as follows:

N/A

G. If applicable, the services of the Consultant will assist the University in the performance of contract/grant no. 10-001 sponsored by SCAN Foundation dated 01/01/10.

☐ Applicable portions of contracts are attached.

H. The Consultant shall use recording devices in discussions with University employees only when the University and said employees so authorize; this authorization shall be in writing. If applicable, the Consultant's use of recording devices in such discussion is proposed as follows:

Recording devices will be used for to document the Focus Group meetings.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 1/01/10 through 12/31/10.

B. Either the University or the Consultant may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The University will pay the following to the Consultant for services performed:

1. Professional Fees:

☒ I. FOCUS GROUPS

Per Focus Group ..... $536/per grp

Not to exceed $1,608

II. INTEGRATION OF VIDEO INTO CURRICULUM MODULES

Per hour $45/hr

Not to exceed $3,416

III. CREATION OF TRAINING MODULES

Per Hour $60/hr

Not to exceed $9,015

IV. COMMUNICATIONS

Per Hour $40/hr

Not to exceed $2,000

☐ See attached fee schedule

☐ $ per ☐day/☐hour x not-to-exceed ☐days/ ☐hours $

☐ $ flat rate of $

Subtotal $ 16,039

2. Other Expenses:

☐ Amounts below are not-to-exceed amounts
☐ Receipts must be submitted with invoices for actual expenditures
☐ See attached fee schedule
☐ Per Diem at $ for up to days $
☐ Travel expenses $
☐ Other expenses $
☐

Subtotal	$ 0
MAXIMUM TO BE PAID UNDER THIS AGREEMENT:	$ 16,039

B. Payments.

☒ Payment will be made upon submission of an invoice by the Consultant indicating the Agreement Number and setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Consultant's taxpayer identification number. Consultants shall submit invoices to person named in V., below.

OR

☐ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV., below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

Due dates for tasks specified in Article I. A. will be set by the person specified in Article V. All tasks will be completed within the period of performance defined in Article II. A.

V. REPORTING

In performing consulting services hereunder, the Consultant shall report to:

Susan Lozano

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Susan Lozano, Program in Geriatrics
School of Medicine
University of California, Irvine
Irvine, CA 92697-1150

For the Consultant:

Robert Nash, Instructional Systems
DevelopmentCoastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

VII. TAXES

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or as the result of any changes in the Consultant's tax liabilities.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this Agreement, or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PATENTS

Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Consultant is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

X. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

XI. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Consultant shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, agents, or employees.

2. The Consultant, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

   a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (MINIMUM LIMITS)

(1)	Each Occurrence	$ 1,000,000
(2)	Products/Completed Operations Aggregate	$ 1,000,000
(3)	Personal and Advertising Injury	$ 1,000,000
(4)	General Aggregate (Not applicable to the Comprehensive Form)	$ 1,000,000

   If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (REQUIRED ONLY IF THE CONSULTANT DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

c. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a. and b. above shall not in any way limit the liability of the Consultant. The Consultant shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

(1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.

(2) Indicate that The Regents of the University of California has been endorsed as an insured under the coverage referred to under a. and b.

(3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Consultant, its officers, agents, or employees.

XII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Consultant creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

XIII. OWNERSHIP AND ACCESS TO RECORDS

All confidential or personal information about individuals provided to the Consultant or derived from the performance of the services under this Agreement shall remain the property of the University and subject to state law and University policies governing privacy and access to files. The Consultant shall not use such information except as required in the performance of the services under this Agreement.

XIV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

XV. CONFLICT OF INTEREST

1. The Consultant shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the

Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.

3. The Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

XVI. AFFIRMATIVE ACTION

The Consultant recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Consultant agrees that, as a government subcontractor, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Consultant, as a government subcontractor, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVII. CONFIDENTIALITY

The Consultant shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Consultant by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;

2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant;

3. Is obtained lawfully from a third party; or

4. Releases as required by law.

XVIII. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XIX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XX. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court Orange County, California.

XXIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXIV. REPRESENTATIVES

Any changes to this Agreement may be made only by the following representatives of the University, or their successors as designated in writing:

Rebecca Brusuelas
Program Review Official

Harry Gunther
Responsible Administrative Official

XXV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be on Amendment forms (Appendix 2).

XXVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

CONSULTANT

By: _____
(Signature) (Date)

Name: Jerry Patterson
(printed or typed)

Title: President, Board of Trustees

Tax ID No. 95-6002272
(Social Security or Employer ID No.*)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
(Signature) (Date)

Name: Rebecca Brusuelas
(printed or typed)

Title: Assitant Dean of Administration
Program Review Official

By: _____
Responsible Administrative Official
Harry Gunther
Director, Materiel and Risk Management

*PRIVACY NOTICE: If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to Federal and State governments.

Retention Period: Office of Record, Accounting, Executing Office, 5 years following termination, subject to Federal contract and grant requirements. Other Copies, 0-5 years.

CONSULTANT AGREEMENT
COASTLINE COMMUNITY COLLEGE
January 2010

Coastline Community College has an international reputation as one of the nation's most innovative community colleges. Founded in 1976, Coastline continues to deliver education through technology and a comprehensive curriculum. Coastline's expertise is in the development of curriculum.

Coastline's mission is to provide:

- High-quality instructional programs, services, and entrepreneurial activities that meet the education, economic, and social needs of diverse students from local and global populations;
- Learner-centered strategies supported by a full range of technology-mediated instruction for site-based and distance learning classes;
- A systematic assessment of student outcomes at the course, program, and institutional levels;
- Courses and activities relevant to global responsibilities;

Coastline brings decades of expertise and experience in creating innovative curricula for paraprofessionals. They also are leaders in applying technology to meet educational goals. Finally, their network of partnerships with other community colleges and other educational organizations will help us to maximize the dissemination of this curriculum when complete.

PROPOSED WORK

Coastline will provide expert guidance and consultation in a number of areas related to the development of four curricula on communication skills for direct care workers (DCWs) (i.e., Certified Nursing Assistants and Home Health Aides).

I. FOCUS GROUPS

Coastline will consult with UCI on the formation and facilitation of three focus groups with DCWs, their supervisors and family members.

Per Focus Group	$536/per grp
Not to exceed	$1,608

II. INTEGRATION OF VIDEO INTO CURRICULUM MODULES

Coastline will consult with UCI staff on best way to shoot, edit and integrate videotaped interviews into the training curriculum. Coastline has extensive experience in the development of interactive curriculum using audio and video technology.

Per hour $45/hr
Not to exceed $3416

III. CREATION OF TRAINING MODULES

Coastline will provide consultation and guidance on the creation of the four learning modules for this curriculum, as well as on creation of a web-based repository for the training modules. Coastline is very experienced in creating easily accessible, interactive educational modules for adult learners in the workforce.

Per Hour $60/hr
Not to exceed $9015

IV. COMMUNICATIONS

Coastline will provide guidance on how best to disseminate the curriculum through their partnerships with the California Council on Geriatrics and Gerontology, their network of California Community Colleges and others.

Per Hour $40/hr
Not to exceed $2000

TOTAL TO COASTLINE NOT TO EXCEED $16,039

Consultant will invoice UC Irvine on a quarterly basis.

THE WESTIN

SOUTH COAST PLAZA
COSTA MESA

Agreement between The Westin South Coast Plaza and COASTLINE COMMUNITY COLLEGE

Jerry Patterson
COASTLINE COMMUNITY COLLEGE
11460 Warner Avenue
Fountain Valley, CA 92708
Phone: 714-241-6159
Fax: 714-241-6155 or 6310
Email: mkhosravani@coastline.edu

Robyn Joyce
THE WESTIN SOUTH COAST PLAZA
686 Anton Boulevard
Costa Mesa, CA 92626
Phone: 714 662 6639
Fax: 714-662-6608
Email: robyn.joyce@westin.com

This Agreement between COASTLINE COMMUNITY COLLEGE ("**Group**") and **The Westin South Coast Plaza** ("**Hotel**") is effective as of the date it is signed by Hotel ("**Agreement Date**").

Event Dates: Wednesday, December 01, 2010 - Sunday, December 05, 2010

These arrangements will be a definite commitment if this agreement is signed by both parties and returned along with a **Direct Bill application/ Credit Card Authorization** by 6/8/2010

Guest Rooms: This Agreement applies to the following block of guest rooms (the "**Room Block**"):

	Wed12/01	Thu12/02	Fri12/03	Sat12/04
Traditional Guest Room	20	20	20	20

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on November 10, 2010. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the guest room rates below for the Room Block (the "**Rates**"):

Singles:	$139.00
Doubles:	$139.00
Triples:	$159.00
Quads:	$179.00
Suites:	$350.00 and up

Rates are non-commissionable.

Rates do not include applicable state and local taxes, currently 8%, and the following tourism assessment of $0.30 per room night. No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Function Space Rental Fee: $1050.00 (excluding taxes and other charges). *See schedule of events.*

Early Departure Fee: An early departure fee of $74.50 will apply if a Group attendee checks out prior to the confirmed checkout date.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (*# of room nights in Room Block x average Rate)*:	$11,120.00
Minimum Food & Beverage Revenue (*based on committed food & beverage minimum)*:	$9,000.00
Total Minimum Revenue:	**$20,120.00**

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	90% of Minimum Guest Room Revenue = $10,728.00

This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue *minus* actual guest room revenue from Room Block

If Group does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 121 days prior to Wednesday, December 01, 2010 :	45 % of Total Minimum Revenue = $9,414.00
From 61 days to 120 days prior to Wednesday, December 01, 2010:	75 % of Total Minimum Revenue = $15,690.00
From 60 days or less prior to Wednesday, December 01, 2010:	90 % of Total Minimum Revenue = $18,828.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below.

Guest rooms (including taxes, currently at 8% and Costa Mesa Tourism Assessment of $0.30 per room night) :	Bill to Individual
Parking	bill to individual
Guestroom Internet	Bill to Individual
Event Food & Beverage (including taxes, service charges, and administrative charges):	Bill to Group Master Account
Incidental charges:	Bill to Individual

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Group will pay the estimated amount of the Master Account as shown on the deposit schedule. Group will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of Wednesday, December 01, 2010. If Group will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than Wednesday, December 01, 2010, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon

application and review by Hotel, Hotel may elect to extend direct billing privileges to Group. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Group's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Group must notify Hotel of any disputes within 5 business days of Group's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Group's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before Wednesday, December 01, 2010.

Concession:

Star Points	5,000 Star Points signing bonus

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (*e.g.*, loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (*e.g.*, registration table). Group will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Except with respect to certain services (*e.g.*, rigging services), Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Wednesday, December 01, 2010, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Wednesday, December 01, 2010.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("**PII**") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the A
agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 21% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 13.38% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Function Space/Schedule of Events

This Agreement applies to the following events and function space:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12/1/2010	5:00 PM	6:30 PM	Reception	Mesa Verde	Half Rounds	40	
12/1/2010	5:00 PM	8:30 PM	Meeting	Mesa Verde	Half Rounds	40	
12/2/2010	8:00 AM	9:00 AM	Continental Breakfast	Mesa Verde	Existing	40	
12/2/2010	8:30 AM	6:00 PM	Meeting	Mesa Verde	Rounds	40	350.00
12/2/2010	12:30 PM	1:30 PM	Lunch	Waterfall	Rounds of	40	

12/2/2010	2:00 PM	7:00 PM	Breakout	Viejo	Theater Style	15	
12/2/2010	2:00 PM	7:00 PM	Breakout	Laguna	Theater Style	15	
12/2/2010	2:30 PM	3:00 PM	Refreshment Break	Mesa Verde	Existing	40	
12/2/2010	6:00 PM	11:00 PM		Mesa Verde			
12/3/2010	8:00 AM	9:00 AM	Breakfast	Mesa Verde	Existing	40	
12/3/2010	8:45 AM	6:30 PM	Meeting	Mesa Verde	Half Rounds	40	350.00
12/3/2010	10:00 AM	1:30 PM	Dressing Room	Viejo	Empty	5	
12/3/2010	12:30 PM	1:30 PM	Lunch	Laguna	Rounds of 10	40	
12/3/2010	3:30 PM	4:00 PM	Refreshment Break	Mesa Verde	Existing	40	
12/3/2010	6:30 PM	11:00 PM		Mesa Verde			
12/4/2010	8:00 AM	9:00 AM	Continental Breakfast	Mesa Verde	Existing	40	
12/4/2010	8:30 AM	6:00 PM	Meeting	Mesa Verde	Half Rounds	40	350.00
12/4/2010	12:00 PM	1:30 PM	Lunch	Waterfall Terrace	Rounds of 10	40	
12/4/2010	2:00 PM	7:00 PM	Meeting	San Carlos	Theater Style	15	
12/4/2010	2:00 PM	7:00 PM	Meeting	San Carlos	Theater Style	15	
12/4/2010	3:30 PM	4:00 PM	Refreshment Break	Mesa Verde	Existing	40	
12/5/2010	7:45 AM	9:00 AM	Refreshment Break	Mesa Verde	Existing	40	
12/5/2010	8:00 AM	10:00 AM	Meeting	Mesa Verde	Theater Style	40	

Rates do not include applicable state and local taxes, currently 8.75% and a 21% service charge.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

COASTLINE COMMUNITY COLLEGE

By _____
Jerry Patterson
District Board of Trustee President
Date _____

THE WESTIN SOUTH COAST PLAZA

By: _____
Robyn Joyce
Sales Manager
Date _____

STARWOOD PREFERRED PLANNER POINTS

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number

COAST COMMUNITY COLLEGE DISTRICT

Agreement for Contracted Education Services

This Agreement for Contracted Education Services ("AGREEMENT") is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and U.S. College Compass, LLC, located at 8907 Warner Avenue, Suite 108, Huntington Beach, CA 92647 hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from June 17, 2010 through June 30, 2012, inclusive.

2. The services to be offered are outlined in Exhibit A, attached herein.

3. DISTRICT and COMPANY may extend the term of this agreement and request additional services through an amendment to this agreement should both parties agree such is feasible.

4. FEES AND PAYMENT.

4a. COMPANY agrees to pay the DISTRICT the sum of $279,080.84 for the services provided under this AGREEMENT. DISTRICT shall invoice separately for travel and incidentals incurred by DISTRICT for delivery of the services described in Exhibit A.

4b. DISTRICT shall invoice COMPANY the amount of $140,193.27 on September 1, 2010 for all services rendered through Fall 2010 and as described in Exhibit A and

the amount of $138,887.57 shall be invoiced on March 1, 2011 for all remaining services rendered through Spring 2011 and as described in Exhibit A. Payments are due within 30 days from the date of invoice. Additional services and costs, as mutually agreed upon per modification, will be subject to invoicing for the full cost of the services on the start date of agreed upon programs and services.

5. COMPANY represents that it is the authorized representative of Guangzhou Xiangjiang High School and is authorized to enter into this AGREEMENT for the purposes outlined in Exhibit A as validated by the signed authorization letter attached herein as Exhibit B.

6. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot at (714) 241-6161 or jgroot@coastline.edu or her designee. The administrative contact for COMPANY will be Jessica Zhou at (714) 642-3816 or jessicazhou@uscollegecompass.com.

7. Both PARTIES agree that they will not unlawfully discriminate in the selection of any student or teacher to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

8. DISTRICT and COMPANY agree that courses offered for credit pursuant to this AGREEMENT will remain under the sole and direct control of Coastline Community College which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.

9. DISTRICT shall maintain attendance records for student and/or teacher time spent in instruction.

10. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All

amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

12. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to COMPANY.

13. COMPANY shall, no less than 30 days in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by COMPANY and DISTRICT.

14. Either Party may terminate this Agreement, with or without cause, upon 30 days written notice to the other Party. In the event of such termination, COMPANY shall pay DISTRICT the value of its services completed as of the date of termination, and COMPANY's obligations to DISTRICT upon such termination shall be fulfilled by payment of such value. If a program semester is currently in progress at such time that notice is served, COMPANY and DISTRICT shall act in good faith to continue to provide all services and training for the duration of the semester.

15. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus:	Coastline Community College
	Attn: Joycelyn Groot
	11460 Warner Avenue
	Fountain Valley, CA 29708
	Attn: Joycelyn Groot
With a copy to:	Coast Community College District
	1370 Adams Avenue
	Costa Mesa, CA 92626
	Attn: Vice Chancellor, Administrative Services

To Company: U.S. College Compass, LLC
8907 Warner Avenue, Suite 108
Huntington Beach, CA 92647
Attn: Jessica Zhou

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

COMPANY	**COAST COMMUNITY COLLEGE DISTRICT**
_____	_____
Signature	Signature
_____	_____
Typed Name	Typed Name
_____	_____
Title	President, Board of Trustees
_____	_____
Date	Date

Exhibit A – Service Proposal and Price
Coastline Community College Education Bound United State (CCC EBUS)

Client: U.S. College Compass, LLC., in collaboration with Guangzhou Xiang Jiang High School, a Chinese high school located at Jade-Green Island, Xintang Zhen, Zengcheng, Guangdong, China; POC: Jessica Zhou (714) 642-3816; email jessicazhou@uscollegecompass.com

Coastline Contacts: Joycelyn Groot, Dean (714) 241-6161; email jgroot@coastline.edu
Laurie Melby, Program Manager (714) 241-6110; lmelby@coastline.edu

Program Overview: Provide students enrolled at Xiang Jiang High School an American college-level program that includes language assessment and instruction, counseling, U.S. college preparation and application workshops, student and parent orientation services and U.S. culture instruction, faculty development services, and the delivery of general education courses meeting lower division transfer requirements in preparation for admission to a United State College or University.

Services and Price

June-July 2010 **$4,500**

- Extend onsite ESL instruction through June 4 (no additional charge)
- Provide continued ESL training, utilizing online and other technologies
- Provide educational counseling services and college preparation workshops, utilizing online and other technologies

August 2010

Coastline administrative team, to include President or designee, program Dean, Program Director/English Programs Coordinator, and Counselor, will travel to XJHS to provide the following services:

- Attend opening day ceremonies
- Meet with XJHS administration
- Conduct student and parent orientation
- Provide individual parent/student meetings with Coastline counselor

Fall Semester 2010 (September 2010 – January 2011) **$135,693.27**

- Program Coordination of all Coastline activities at XJHS
- Onsite August 30-September 17, 2010 (3 weeks) – Coastline Counselor to provide:
  - Individual student/counselor appointments for college and goal planning
  - Individual parent/student and counselor meetings, as requested
  - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
  - Distance Learning Preparedness Workshops
  - Faculty Development Workshops
- Onsite September 2010 – Coastline English instructor to provide:
  - Language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Onsite September through December 2010 - Provide English classes on site at XJHS (13 weeks):
  - Provide oversight and coordination of all ESL/English classes – to include 4 levels of ESL and instructors for the 3 & 4 levels

  - Provide TOEFL Preparation Class for qualified students – includes 4 periods of instruction per week
  - Provide oversight of English language lab and student and related student activities – includes 5 hours per week
  - Accommodate up to 25 students per class period
- Deliver two transfer level general education college courses (Calculus and Geography)
  - Taught by Coastline instructors
  - Two college courses – 16 weeks of blended instruction. Each unit of college credit includes 18 hours of instruction
    - Online delivery from US with onsite facilitation provided at XJHS from September through December
    - Onsite instruction taught by visiting Coastline faculty in January 2011 (4-5 weeks)
- November 2010 – Coastline visiting faculty and program administration to meet with XJHS faculty and administration to conduct program review
- Onsite January 2011 – Coastline Counselor to provide:
  - Individual student/counselor appointments for college and goal planning
  - Individual parent/student and counselor meetings, as requested
  - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
  - Faculty Development Workshops
- Coordination and development of extracurricular activities, service projects, etc.

Spring Semester 2011 (February – July 2011) **$138,887.57**

- Program Coordination of all Coastline activities at XJHS
- Onsite February 2011 – Coastline English instructor to provide:
  - Language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite February through May 2011 - Provide English classes on site at XJHS:
  - Provide oversight and coordination of all ESL/English classes – to include 4 levels of ESL and instructors for the 3 & 4 levels
  - Provide TOEFL Preparation Class for qualified students – includes 4 periods of instruction per week
  - Provide oversight of English language lab and student and related student activities – includes 5 hours per week
  - Accommodate up to 25 students per class period
- Deliver three transfer level general education college courses (to be determined)
  - Three college courses – 16 weeks of blended instruction. Each unit of college credit includes 18 hours of instruction
    - Online delivery from US with onsite facilitation at XJHS from February-May 2011
    - Onsite delivery taught by visiting Coastline faculty from June-July 2011 (4-5 weeks)
  - Taught by Coastline instructors
- Coordination and development of extracurricular activities, service projects, etc.

Total Cost for all above programs and services: **$279,080.84**

- Travel for visiting faculty and counselors will be an additional charge billable to US College Compass for airfare and ground transportation (to include travel for up to 8 individual round trips). College will make all travel arrangements in coordination with US Compass.
- Course pricing excludes cost of textbooks for college transfer courses. High School administration to coordinate purchase of textbooks with parents. Average cost per text is estimated at $75 per course.
- Includes up to 100 students enrolled in the program; with up to 30 students per credit bearing course based on eligibility to enroll.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by high school and college administrators.

Exhibit B

Letter of Authorization

May 4, 2009

Joycelyn Groot

Director, Contract Education

Coastline Community College

11460 Warner Avenue

Fountain Valley, CA 92708

Dear Joycelyn Groot:

Guangzhou Xiangjiang School (thereafter "Xiangjiang School"), a Chinese high school located at Jade-Green Island, Xintang Zhen, Zengcheng, Guangdong, China, does hereby authorize U.S. College Compass, LLC (thereafter "U.S. College Compass"), a U.S. educational resource company, located at 8907 Warner Ave. Suite 108, Huntington Beach, CA 92647, as an exclusive representative to represent Xiangjiang School to design, negotiate, finalize, and sign a contract education program with the Coast Community College District (Coastline Community College), a California Community College, that delivers, but not limited to, United States college transferable credits bearing courses, college preparation courses and workshops, counseling, staff development, and diploma/degree to Xiangjiang School's students and staff.

Sincerely,

Jinghui Chen
Principal
Guangzhou Xiangjiang High School

2009. 5. 6

FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

Coast Community College District/ Golden West Community College

WIA Cost Reimbursement Agreement #V9
CFDA #17.258 and CFDA #17.260

THIS FIRST AMENDMENT is entered into this 25th day of May 2010 , which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as **"COUNTY"** and Coast Community College District/ Golden West Community College, hereinafter, referred to as **"CONTRACTOR".** The **COUNTY** and **CONTRACTOR** wish to amend that certain Agreement between the parties commencing August 1, 2009 and ending June 30, 2010, pertaining to the provision of training services.

WITNESSETH:

WHEREAS, **COUNTY** and **CONTRACTOR** desire to revise the ending date contained in the Agreement from June 30, 2010 to June 30, 2011;

WHEREAS, COUNTY and **CONTRACTOR** desire to revise the Agreement to show an increase of fifty-five thousand twenty-five dollars ($55,025) for a total compensation not to exceed three hundred fifty-five thousand twenty-five dollars ($355,025) in order for **CONTRACTOR** to provide training services to eligible WIA participants through June 30, 2011.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall be not to exceed three hundred fifty-five thousand twenty-five dollars ($355,025)

2. Subparagraph 2 of the Agreement is amended to read as follows

TERM

The effective term of this Agreement shall commence on August 1, 2009 and terminate on June 30, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. Subparagraph 9 (a) of the Agreement is amended to read as follows:

"PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011, and that any and all funds remaining as of June 30, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Payments. Beginning September 1, 2009, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing actual expenditures of each training cohort, COUNTY shall make reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed

three hundred fifty-five thousand twenty-five dollars ($355,025) in a cost not to exceed six thousand four hundred fifty-five dollars ($6,455) per participant for Automotive Technology as delineated in Exhibit D of this Agreement.

(c) Invoices. CONTRACTOR shall provide to OC Community Services Community Investment Division invoices by the 20th day following the training cohort start date being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. COUNTY will reimburse CONTRACTOR for eligible project-related costs only. Beginning on July 1, 2010, CONTRACTOR must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting CONTRACTOR Costs, incorporated herein by reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY.

If CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding reports or invoices have not been received.

4. Subparagraph 38 of the Agreement is amended to read as follows:

"SWEATFREE CODE OF CONDUCT

All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop

labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct."

5. Except as amended herein, all other terms and conditions of the Agreement, to the extent they are not inconsistent with this First Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

COUNTY OF ORANGE a political subdivision of the State of California

Dated: _____ By: _____
Steve Franks
Director, OC Community Resources

"Coast Community College District/ Golden West College"

Dated: _____ By: _____

Title: _____

Dated: _____ By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Subject: OC Community Resources Contract Reimbursement Policy

Effective: July 1, 2010

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:
July 1, 2010

REFERENCES:
Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201,576.21, 576.5 1 and 576.61

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:
1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
    a. General ledger/expense transaction report
    b. Payroll register or labor distribution report
    c. Payroll allocation plan
    d. Benefit plan and calculation of benefit
    e. Employer-employee contract for non-customary benefits
    f. Purchase orders, invoices, and receipts
    g. Cashed checks
    h. Check register
    i. Consultant/sub-contractor invoices (with description of services)
    j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
    k. Pre-approval documentation for equipment purchases equal to or greater than $5,000

7. The following is required with the first month's invoice:
    a. Cost allocation plan for rent, utilities, etc.
    b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
   "I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
    OC Community Resources Accounting
    1300 S. Grand, Building B, 2nd Floor
    Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-567-7481 or win.swe@occr.ocgov.com**
- **OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com**
- **WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com**
- **H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com**

Special Endorsement for
The County of Orange, California

Name of the Insured: _____

Effective Date of Endorsement: _____

The following provisions apply to each and every insurance policy cited on the attached certificate.

Additional Insured Endorsement:
It is agreed that such insurance as is afforded by this policy shall also apply to the County of Orange, its elected and appointed officials, officers, employees, agents and volunteers and they are to be covered as insureds as respects liability or claims actually or allegedly caused by, or arising out of, or resulting from the operations performed by or on behalf of the named insured.

Primary Insurance:
It is further agreed that such insurance as is afforded by this policy for the benefit of the County of Orange shall be primary insurance, but only as respects the claims, loss or liability arising out of the operations of the named insured. Any insurance maintained by the additional insured shall be excess and non-contributory.

Loss Payee for Property Insurance:
It is further agreed that if property insurance is included on the attached certificate, the County of Orange shall be the loss payee on this policy.

Loss Payee/Obligee on Employee Dishonesty Coverage:
It is further agreed that if employee dishonesty coverage is included on the attached certificate, the County of Orange shall be the loss payee/obligee on this policy.

Cancellation Clause:
It is further agreed that each insurance policy required by this contract (or reflected in the attached certificate) shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Orange at the address upon the attached certificate.

Claim Reports:
It is further agreed that the insurer will report in writing, to the address noted on the attached certificate, any claims in excess of fifty thousand dollars ($50,000), made with respect to this policy, whether related to this project or not.

Waiver of Subrogation:
It is further agreed that each insurance policy required by this contract (or reflected in the attached certificate) shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, agents and volunteers.

Separation of Insureds:
It is further agreed that each insurance policy referred to in the attached certificate shall provide that coverage applies separately to each insured except with respect to the limits of liability.

The inclusion of the County of Orange as an additional insured shall not affect any right that such organization would have as a claimant if not so included.

This endorsement is attached to and hereby made a part of the policy No(s):_____

_____

(Agent) ***BLUE INK** Signature**

ACADEMIC PARTNER AGREEMENT

This Academic Partner Agreement is entered into as of _____ (the "Effective Date") by and between Career Step, LLC, a Utah limited liability company ("Career Step"), and Golden West College, a California College ("Academic Partner"). Career Step and Academic Partner may each be referred to herein individually as a "Party" or, collectively, as the "Parties."

Academic Partner desires to purchase and/or sell one or more of Career Step's online training courses and the Parties hereto desire to form a mutually beneficial relationship on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto, do covenant and commit to and agree with each other as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1.

1.1. Derivative Works means any revision, enhancement modification, translation, abridgment, condensation or expansion of any Program or the associated Documentation or any form in which any Program or the associated Documentation may be recast, transferred, or adapted.

1.2. Direct Price means the price at which Career Step offers the course to students enrolled with Career Step directly.

1.3. Documentation means all text and/or graphics material, in hard copy or electronic format, intended for reference use by any Student as part of the use of each Program.

1.4. Program means the defined curriculum of systematic instruction delivered via the internet, worldwide web, or on a compact disc in digital form or any other media, which is offered by Career Step and identified and described in Appendix A, including all accompanying and associated Documentation. As used herein, the singular word "Program" is defined to include the plural form of the word.

1.5. Program Fees means the fees paid by Academic Partner to Career Step under this Agreement for the provision of each Program by Career Step hereunder.

1.6. Proprietary Rights means all right, title, and interest under and to all domestic and foreign trademark registrations or applications, registered designs and applications for registered designs, copyrights, patents, patent applications, other material and media relating to each Program and all future modifications, refinements, and improvements; any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Career Step or under which Career Step now has the right to grant Academic Partner.

1.7. Student means each educational end user of any Program for longer than Career Step's fourteen (14) day rescission period that is enrolled in such Program by Academic Partner.

2. **Program and Services Offerings.**

2.1. Program Offerings. On the terms and subject to the conditions hereof, Career Step will offer to Students the Programs described in Appendix A. Academic Partner may offer only the Programs identified as being offered hereunder in Appendix A. A new Appendix A may be executed from time to time to change the Programs being offered under this Agreement.

2.2. License Grant. On the terms and subject to the conditions of this Agreement, Career Step hereby grants to Academic Partner a non-exclusive and non-transferable right and license during the Term with respect to its Students only to market, promote, advertise, sell and distribute to its Students the Programs identified as being offered hereunder in Appendix A.

2.3. Limitations. Academic Partner shall not (a) modify any Program or Documentation or create Derivative Works thereof; (b) merge any Program with or incorporate any Program into other course offerings of Academic Partner; (iii) reverse engineer, decompile or disassemble any Program, or otherwise attempt to derive the source code for any Program; (iv) or write or develop any derivative or other curriculum program based upon any Program; (v) use, copy or distribute any Program or the Documentation except as expressly allowed hereunder.

2.4. Title. Career Step retains the ownership of all right, title and interest in and to all Programs, the Documentation and all Proprietary Rights therein and Career Step shall own all rights, title and interest in all Derivative Works, subject in each case to any rights of Career Step's third party licensors. Academic Partner shall acquire no rights therein except as expressly set forth in this Agreement and agrees to sign all documents necessary to perfect and protect the rights of Career Step in such Proprietary Rights. Academic Partner will take no action that could be expected to adversely affect or impair Career Step's ownership of such materials and rights. Academic Partner shall notify Career Step promptly of any infringement or suspected infringement of any such Proprietary Rights.

2.5. Logos. Each Program offered shall be branded with Academic Partner's logos, and Academic Partner hereby grants to Career Step a limited license to use Academic Partner's logos and trademarks solely for the purpose of applying such trademarks and logos to the Programs in accordance with this Agreement. The incorporation of Academic Partner's logos and trademarks into the Programs in no way alters Career Step's Proprietary Rights in and to the Programs and Documentation and does not provide Academic Partner any rights therein other than those provided in this Agreement. Career Step will maintain a notice of copyright on every page of the Programs and Documentation.

3. **Pricing and Payment.** Academic Partner will pay to Career Step the Program Fees as set forth in and in accordance with Appendix A. Except as expressly provided herein or in Appendix A, all payments under this Agreement are non-refundable. All Program Fees are subject to change in accordance with the provisions of Appendix A. Except as otherwise provided in Appendix A, all fees and other payments of any kind shall be paid by Academic Partner to Career Step within thirty (30) days after the date of each invoice provided by Career Step to Academic Partner. Career Step will invoice Academic Partner for all amounts due as of the date of such Invoice. All late payments shall bear interest at the lesser of 1.5% per month and the highest rate permitted by law until paid in full. Pricing of the Programs to Students shall be at the discretion of Academic Partner.

4. **Program Administration.** Academic Partner shall be solely responsible for any marketing, selling, administrative and other expenses and activities connected with the offering of the Programs to its Students, including without limitation (a) assisting Students in identifying and qualifying for any available tuition assistance and (b) promoting the Programs offered hereunder through its standard practices and procedures. Career Step shall reasonably cooperate with Academic Partner in reviewing promotional materials as reasonably requested by Academic Partner. Academic Partner shall abide by all restrictions and/or procedures required by Career Step with respect to the use of the Programs. Academic Partners will make all disclosures to its students required by the provisions of Appendix A.

5. **End-User License Agreement.** Academic Partner shall require that each of its Students enters into Career Step's standard binding end-user license agreement in favor of Career Step governing their use of

each Program. Academic Partner shall promptly notify Career Step of any breach of any end-user license agreement that could damage Career Step (and/or its third party licensors).

6. **Limited Warranties.**

6.1. Limited Warranties of Career Step. Career Step represents and warrants to Academic Partner that each Program will substantially conform to the description of such Program set forth in Appendix A. Academic Partner must report any material defect in any Program to Career Step in writing and with sufficient detail for Career Step to recreate and observe any such defect in order to receive warranty remedies.

6.2. Exclusive Remedies. The warranties expressed in Section 6.1 are the exclusive warranties of Career Step and are provided in lieu of all other warranties, whether expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. If Career Step is unable to offer any Program as warranted, Academic Partner's exclusive and sole remedy, and Career Step's sole obligation, will be the refund of Program Fees paid for the deficient Program.

6.3. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY CAREER STEP IN SECTIONS 6.1 AND EXCEPT FOR DAMAGES TO ACADEMIC PARTNER THAT ARE DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CAREER STEP, ACADEMIC PARTNER ACKNOWLEDGES AND AGREES THAT CAREER STEP HAS NOT MADE AND DOES NOT MAKE, ANY FURTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE PROGRAMS OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO ACADEMIC PARTNER UNDER THIS AGREEMENT, AND INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE PROGRAMS WILL FUNCTION ERROR-FREE OR THAT USE OF THE PROGRAMS WILL BE UNINTERRUPTED. EXCEPT FOR DAMAGES TO ACADEMIC PARTNER THAT ARE DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CAREER STEP, THESE AND ALL OTHER IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CAREER STEP.

7. **Representations and Warranties.** Each Party represents and warrants that (a) it has the full right, power and authority to enter into, deliver and perform this Agreement, and has taken all necessary action to authorize such execution, delivery and performance, and (b) its obligations under this Agreement and any other document relating hereto or thereto to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

8. **Governmental Compliance.** Career Step and Academic Partner shall cooperate to obtain and maintain all permits, licenses and consents (governmental and otherwise) necessary to offer the Programs to Students in compliance with all applicable state and/or Federal legal requirements or guidelines.

9. **Confidentiality.** Career Step will make available to Academic Partner certain proprietary information to Academic Partner and its Students. Academic Partner recognizes that such information is proprietary and confidential in nature and constitutes trade secrets of Career Step. Academic Partner shall not disclose, copy, transfer, license, de-compile or otherwise use such confidential information for any purpose other than the sales and marketing of the Programs. Academic Partner shall use commercially reasonable efforts to ensure that its Students will not disclose, copy, transfer, license, de-compile or otherwise use such confidential information for any purpose. Academic Partner acknowledges Career Step as the author, inventor, creator and owner of the Programs and Documentation. Academic Partner agrees that it, including its employees, agents and independent contractors, shall not disclose the

Programs and Documentation, or information with respect thereto, to third parties without the prior written consent of Career Step. At Career Step's request, Academic Partner shall cooperate fully with Career Step in any and all legal actions taken by Career Step to protect its rights in the Programs and in Career Step's confidential information.

10. **LIMITATION OF LIABILITY.** CAREER STEP'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AGGREGATE PROGRAM FEES PAID BY ACADEMIC PARTNER HEREUNDER. IN NO EVENT WILL CAREER STEP BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER BY BREACH OF THIS AGREEMENT OR IN TORT, OR OTHERWISE, EVEN IF CAREER STEP HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND SHALL SURVIVE TERMINATION OF THE AGREEMENT.

11. **Audit.** Academic Partner shall maintain complete and accurate records for a minimum of four (4) years after the calendar year in question to support and document the Program Fees owed under this Agreement. Academic Partner shall also provide reasonable assistance to Career Step or its designated agent to conduct audits to confirm the payments made hereunder during any calendar year. Any such audit will be conducted upon no less than thirty (30) days notice and during regular business hours, and shall be at Career Step's expense, unless such audit reveals a discrepancy of more than ten percent (10%) in the total applicable amount reported by Academic Partner in a preceding calendar year, in which case Academic Partner shall pay, or reimburse Career Step for, the reasonable costs of such audit. Any such audit shall be conducted by an independent certified public accounting firm which is not engaged in performing other work for Academic Partner or Career Step; which agrees to enter into a confidentiality agreement with Career Step; and which is not compensated in any manner of contingency arrangements on the basis of its findings. No more than one (1) audit may be conducted in any twelve (12) month period, and no calendar year may be audited more than four (4) years after the end of such calendar year.

12. **Term and Termination.**

12.1. Term. Unless earlier terminated in accordance with its terms, this Agreement shall be effective from the Effective Date and shall continue until the third (3rd) anniversary of the Effective Date, and shall renew thereafter from time to time on terms mutually agreed by the Parties prior to the end of the then current term. The initial term and all renewal terms are collectively referred to as the "**Term**".

12.2. Termination. A Party may terminate this Agreement: (a) in the event of a default by the other Party of any material obligation in this Agreement, effective thirty (30) days after written notice of such default is received by the Party in default and provided that the Party in default has not remedied the default during such thirty (30) day notice period to the non-breaching Party's reasonable satisfaction; (b) for convenience upon at least ninety (90) days prior written notice to the other Party and (c) immediately upon written notice if the other Party ceases to carry on its business or becomes the subject of any proceeding under state, provincial or federal law for the relief of debtors or otherwise becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or upon the appointment of a receiver for the other party or the reorganization of the other Party for the benefit of creditors.

12.3. Effect of Termination. Upon termination for any reason, Career Step shall continue to provide services in a commercially reasonable manner to any Students who have enrolled in each Program as of the date of termination, but have not yet completed their course work at the time of such termination. Academic Partner shall continue to provide services related to its offering of the Programs to such

Students, if any. Upon termination or expiration of this Agreement, Academic Partner shall not be released from its obligation to pay and agrees to immediately pay to Career Step all payments provided hereunder which shall have accrued prior to such termination or expiration pursuant to the terms of this Agreement. Upon termination or expiration of this Agreement, Academic Partner shall: (a) immediately return to Career Step or destroy (i) all media containing the Programs or Documentation; (ii) all originals and copies of the Documentation, product literature, fee schedules, and other written materials provided by Career Step; and (iii) all confidential information and other property of Career Step in Academic Partner's possession or under its control; (b) immediately discontinue offering any Programs, destroy all advertising and promotional materials in its possession or control bearing any Proprietary Rights of Career Step; and (c) deliver to Career Step a certification executed on behalf of Academic Partner certifying its compliance with this Section.

12.4. Survival. Sections 1, 2.4, 3, 4, 6, 7, 9, 10, 12.3, 12.4 and 13 shall survive the expiration or termination of this Agreement for any reason.

13. **Miscellaneous.**

13.1. Independent Contractors. The Parties hereby acknowledge and agree that each is an independent contractor and that neither Party shall be considered to be the agent, joint venturer, employer, representative, master or servant of the other Party for any purpose whatsoever, and that neither Party has any authority to bind the other or enter into a contract on behalf of the other Party.

13.2. Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, except that Career Step may transfer its rights and obligations hereunder without the consent of Academic Partner to any legal entity that (a) is an affiliate of Career Step or (b) is a successor in interest to the business of Career Step by merger, consolidation or sale of substantially all of the assets or stock. Any prohibited assignment shall be null and void. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the Parties.

13.3. Taxes. All charges and fees provided for in this Agreement are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Academic Partner shall pay or reimburse Career Step for all federal, state or local sales, use, personal property, excise, value-added, ad valorem or other taxes, fees, or duties arising out of the transactions contemplated by this Agreement.

13.4. Notices. All notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) facsimile (with confirmation of delivery) to the address or facsimile number of the party set forth below, or such other address or facsimile number as such party last provided to the other party by written notice in accordance with this Section 13.4.

If to Career Step:

Career Step, LLC
4692 N 300 W, Suite 150
Provo, UT 84604
Facsimile: (801) 491-9766
Attn: Justin Pettit

If to Academic Partner:

[_____]
[_____]
[_____]
Facsimile: [_____]
Attn: [_____]

13.5. Governing Law; Dispute Resolution. This Agreement shall be deemed to be subject to, and have been made under, and shall be construed and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Prior to commencing any litigation or other formal dispute resolution, the Parties agree to attempt in good faith to resolve such dispute through negotiations between representatives for thirty (30) days. If any such dispute cannot be resolved between the Parties, California state and federal courts located in Orange County, California shall have exclusive jurisdiction and venue of such dispute and the Parties hereby consent to the personal jurisdiction of such courts.

13.6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties hereto agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision(s), then: such provision(s) shall be excluded from this Agreement; the balance of this Agreement shall be interpreted as if such provision(s) were so excluded; and the balance of this Agreement shall be enforceable in accordance with its terms

13.7. Force Majeure. No liability hereunder shall result to a Party by reason of delay in performance caused, in whole or in part, by force majeure, that is circumstances, events, occurrences, or causes beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, acts of war, civil unrest, labor unrest, or shortage of or inability to obtain material as equipment.

13.8. Export. Academic Partner may not download or otherwise export or re-export any underlying software, technology or other information from the Programs except in full compliance with all U.S. and other applicable laws and regulations.

13.9. Entire Agreement. This Agreement, including all Appendices and Annexes hereto, constitutes the entire agreement of the Parties and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between the Parties relating to the subject matter of this Agreement and all past dealing or industry custom.

13.10. Counterparts. This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement by their duly authorized representatives on the respective dates shown below, but effective as of the Effective Date. It is acknowledged that the attached appendices are an integral part of the Agreement.

[_____]	Career Step LLC
By: _____	By: _____
Name: _____	Name: Justin Pettit
Title: _____	Title: Vice President Business Development
Date: _____	Date: _____

APPENDIX A

THE PROGRAM(S)

1. Programs Offered Hereunder. Career Step will offer the following Programs pursuant to the Academic Partner Agreement to which this Appendix A is attached:

   - [X] Inpatient/Outpatient Medical Coding and Billing (See Annex IOMCB for Details)
   - [X] Outpatient Medical Coding and Billing (See Annex OMCB for Details)
   - [X] Medical Transcription Editor (See Annex MTE for Details)
   - [X] Medical Transcription Editor Supplement (See Annex MTE Supp for Details)
   - [X] Medical Transcription (See Annex MT for Details)
   - [X] Certified Medical Transcription (See Annex CMT for Details)
   - [X] Medical Terminology (See Annex MedTerm for Details)
   - [X] Anatomy and Pharmacology (See Annex AP for Details)

2. Program Fees: Academic Partner will pay to Career Step the Programs Fees set forth in each applicable Annex for each Student enrolled in an applicable Program.

3. Collection of Program Fees. Academic Partner will collect and remit to Career Step the standard fees for all Students enrolled in each Program and will remit such amounts to Career Step within thirty (30) days after the date of each invoice provided by Career Step to Academic Partner.

4. Agreed Tuition. Academic Partner agrees to charge its Students for each Program that is offered by Academic Partner the applicable Direct Price for such Program, except that Academic Partner may charge up to $100.00 more than the applicable Direct Price for a Program to any student to whom Academic Partner issues a certificate upon graduation. The Direct Price for each Program is subject to change from time to time and is posted www.careerstep.com/partners/directprice.

5. Program Fee Changes. All prices listed on the applicable Annex are subject to change from time to time; provided that no price change shall be effective until at least three (3) months following written notice thereby by Career Step to Academic Partner, unless otherwise agreed by Career Step and Academic Partner.

6. Refunds. Academic Partner will consider payment for each applicable Program to be payment for materials, not tuition. As such, payment so tendered is non-refundable after a Student has been enrolled in the applicable Program for a period of 14 days. During the 14-day period, the applicable Program is 100% refundable, other than a $50.00 administrative fee and any shipping and handling expenses incurred by Career Step in return of Program materials, which will be paid by Academic Partner. All such materials must be returned in good condition for full credit. Following such fourteen (14)-day period all Program Fees are non-refundable.

7. Program Timing and Extensions. Students may take the final examination for any Program up to three times. Each enrollment shall be for a one-year term, provided that, if permitted by Academic Partner, a Student may extend his/her Career Step enrollment in four -month increments beyond the initial 1-year enrollment period upon payment of the applicable Program Extension Fee as in effect by Career Step at the time of enrollment. There is currently no limit to the number of extensions, provided that Program Extension Fees are paid from the time of the expiration of their initial 1-year enrollment period.

8. Student Enrollment. Career Step will provide an electronic "click wrap license" in the form of an "end-user agreement" presented at the beginning of each Program's training materials. All Students

will be required to agree to the terms of such end-user agreement prior to use of the Program. The agreement is subject to change at any time.

9. System Requirements. Academic Partner shall inform all Students in writing of the following technology system requirements at or prior to time of registration:

   Hardware:
   - Active internet connection (High speed/Broadband connection recommended)
   - 800 X 600 minimum resolution (1024 X 768 or higher recommended)
   - Sound card and speakers (Earphones recommended)
   - Available USB port

   Software:
   - Adobe Flash Player (ver. 10 or higher)
   - Windows Media Player (ver. 10 or higher) or Quicktime Player (ver. 7 or higher)
   - PDF reader

   Browser:
   - Internet Explorer 7.x/8.x
   - Firefox 3.x *
   - Safari 4.x or greater (Mac only)*
   - Javascript and cookies must be enabled

   Operating System:
   - Microsoft Windows (XP®, Vista®, 7 with latest service pack)
   - Mac OS X (10.4.11 or greater)*

   * NOTE: The Medical Transcription Editor and Inpatient and Outpatient Medical Coding and Billing Programs both include third party software tools that make the training only compatible with Microsoft Windows and Internet Explorer 7.x or 8.x.

10. Changes in Offered Programs. The Parties may amend the Programs offered under this Agreement by execution of a new Appendix A. Each Appendix A will amend and supersede every Appendix A entered into by the Parties prior to the date of such Appendix A.

IN WITNESS WHEREOF, the Parties execute and deliver this Appendix A by their duly authorized representatives on the respective dates shown below superseding and amending all prior Appendix A entered into between the Parties.

[_____]	Career Step LLC
By: _____	By: _____
Name: _____	Name: Justin Pettit
Title: _____	Title: Vice President Business Development
Date: _____	Date: _____

ANNEX IOMCB

Inpatient/Outpatient Medical Coding and Billing Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Introduction and Program Orientation
Technology and The Medical Professional
Learning and Mastering Medical Terminology – Block 1
Documentation, Confidentiality & Ethics
Learning and Mastering Medical Terminology – Block 2
Evolution of Coding in the Healthcare Environment
Learning and Mastering Medical Terminology – Block 3
Healthcare Structure and Organization
Anatomy, Pathophysiology and Disease Processes – Block 1
Exploring Pharmacology
Anatomy, Pathophysiology and Disease Processes – Block 2
Medical Record Content
Diagnostic Coding with ICD-9-CM – Block 1
Diagnostic Coding with ICD-9-CM – Block 2
Medical Procedural Coding – Block 1
Medical Procedural Coding – Block 2
Exploring Healthcare Reimbursement
Skill Building for Outpatient Coding
Skill Building for Inpatient Coding
Final Exam Overview & Preparation

**Medical Procedural Coding and Skills Testing are provided on a separate website sub-domain and are considered one licensed product by the American Medical Association. They may not be edited, broken apart, accessed or sold separately.

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access* control allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons

Included Reference Materials*:

- HCPCS Level II Coding Expert (Professional Edition may be substituted at the discretion of Career Step)
- ICD-9-CM Coding Expert for Hospitals Volumes 1-3 (Professional Edition may be substituted at the discretion of Career Step)
- CPT Coding Professional (Standard Edition may be substituted at the discretion of Career Step)

IMPORTANT: All reference materials and Ingenix software are updated annually each fall and are time sensitive. The current available edition of these materials are shipped or made available online upon request when the student has reached the medical records module, in advance of entering the ICD-9-CM and Medical Procedural Coding modules. Once shipped or made available online, these materials may not be returned and new releases of the materials will only be available for additional cost at retail prices. It is important that these materials are not requested, for each student, until they are needed.

Other Materials*: Subject to change based upon current supplier. This inclusion may be discontinued at any time.

- 3M Encoding software including the following:
- AHA Coding Clinic
- AMA CPT Assistant
- Clinical Pharmacology Drug Reference
- Dorland's Medical Dictionary and Elsevier's Anatomy Plates
- AHA Coding Clinics for HCPCS
- Coders' Desk Reference from Ingenix
- Faye Brown's ICD-9-CM Coding Handbook
- The Merck Manual
- Dictionary of medical acronyms and abbreviations
- Mosby's Diagnostic and Laboratory Test References
- Dr. Z's Interventional Radiology Coding Reference

Final Examination:

The Career Step final examination is an independent evaluation administered to the student by Career Step upon completion of the program materials on the Academic Partner Program site. The final exam site is a separate site maintained and operated by Career Step and is not part of the Academic Partner Program site. All students must complete and pass the final examination in order to receive a Career Step certification of graduation from the Inpatient/Outpatient Medical Coding and Billing Program. The Career Step final exam is divided into two portions, objective and practical portion. In order to receive a graduation certificate, the objective portion must be passed with an 85% or better. The practical portion of the exam is used to assist students in assessing their practical coding skills and provides feedback in relationship to their practical coding skills, as well as suggestions for continuing development. The exam may be taken up to three times.

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration.

Certificates will be issued by Career Step in accordance with the following achievement levels:

- Certificate of Completion upon three failures of the final exam.
- Certificate of Graduation, 85 to 89.99%
- Certificate of Graduation with Honors, 90 to 94.99%
- Certificate of Graduation with High Honors, 95 to 100%

All qualified students will be awarded a Career Step certificate. Academic Partner may award its own certificate in addition to the Career Step certificate, at its option.

Career Guidance Package*:

- *Graduate Consultation* – Opportunities to visit with a career guidance counselor to develop career plans.
- *Employment Search Resource Overview* – Brief resource guide to optimize employment search and networking opportunities.
- *Evaluation of resume or sales letter*
- *Referral Letter* – A letter to accompany a resume to introduce Career Step to a potential employer, or support a student AHDI membership application.
- *1 Year Help Hotline after graduation* – Toll Free assistance when you can't get help from your employer. This service is NOT a mentoring program and does not replace the specific support and direction generally provided by an employer. It does provide a supplemental alternative to the employer when help is not available from the employer or in cases where confusion or misunderstandings occur. Subject to the ongoing operation of Career Step as a school offering Inpatient/Outpatient Medical Coding and Billing.

Optional Text Companion: Includes the text version of the following:

- Learning and Mastering Medical Terminology, Block 1
- Learning and Mastering Medical Terminology, Block 2
- Evolution of Coding in the Healthcare Environment
- Learning and Mastering Medical Terminology, Block 3
- Healthcare Structure and Organization
- Anatomy, Pathophysiology, and Disease Processes, Block 1
- Anatomy, Pathophysiology, and Disease Processes, Block 2
- Exploring Healthcare Reimbursement

Optional Annual Update Upgrade: This upgrade package is for students who have ordered and received access to a prior year's version of the content and associated reference materials and would like to upgrade to the current year's content and associated reference materials for ICD-9-CM, Medical Procedural Coding, and Skills Testing. This package includes the current version of the following:

- Online Access to current version of instruction materials:
  - Diagnostic Coding with ICD-9-CM
  - Medical Procedural Coding

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration.

- Skills Testing
- Final Examination

- Reference Books:
  - HCPCS Level II Coding Expert (Professional Edition may be substituted at the discretion of Career Step)
  - ICD-9-CM Coding Expert for Hospitals Volumes 1-3 (Professional Edition may be substituted at the discretion of Career Step)
  - CPT Coding Professional (Standard Edition may be substituted at the discretion of Career Step)

Academic Partner Instructor, Staff, or Administration Access To Online Program Material: Due to annual licensing expenses, Career Step will include and provide access for three instructors, staff members, or administrators at Academic Partner free of charge. Should Academic Partner desire to maintain on-going and regular access to the Program for additional instructors, staff members, or administrators there will be an annual fee of $25.00 per user. This fee will be charged immediately upon addition of a user and annually thereafter when updated material is released.

Support Services. Career Step shall provide student course support and student technical (technology related) support via email and toll free phone number during the initial 1-year enrollment period and during each extension of the enrollment period.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes reference books, student support, and career guidance):	$400.00 less than Direct Price*
Annual Update Upgrade for Coding Reference Books (Optional)	$275.00, plus shipping
Text Companion Upgrade (Optional)	$160.00, plus shipping
Shipping Fee per Program for Reference Materials	$49.95
Shipping Fee per Program for Text Companion	$64.95
Extensions	$200.00

* The Direct Price of the Inpatient/Outpatient Medical Coding and Billing Program is $2,250.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX OMCB

Outpatient Medical Coding and Billing Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Introduction and Program Orientation
Technology and The Medical Professional
Learning and Mastering Medical Terminology – Block 1
Documentation, Confidentiality & Ethics
Learning and Mastering Medical Terminology – Block 2
Evolution of Coding in the Healthcare Environment
Learning and Mastering Medical Terminology – Block 3
Healthcare Structure and Organization
Anatomy, Pathophysiology and Disease Processes – Block 1
Exploring Pharmacology
Anatomy, Pathophysiology and Disease Processes – Block 2
Medical Record Content
Diagnostic Coding with ICD-9-CM – Block 1
Diagnostic Coding with ICD-9-CM – Block 2
Exploring Healthcare Reimbursement
Medical Procedural Coding – Block 1
Medical Procedural Coding – Block 2
Skill Building for Outpatient Coding
Skill Building for Inpatient Coding
Final Exam Overview & Preparation

**Medical Procedural Coding and Skills Testing are provided on a separate website sub-domain and are considered one licensed product by the American Medical Association. They may not be edited, broken apart, accessed or sold separately.

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access* control allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons

Included Reference Materials*:

- Stedman's or Dorland's Full-Size Medical Dictionary (at the discretion of Career Step)

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration.

- HCPCS Level II Coding Expert (Professional Edition may be substituted at the discretion of Career Step)
- ICD-9-CM Coding Expert for Hospitals Volumes 1-3 (Professional Edition may be substituted at the discretion of Career Step)
- CPT Coding Professional (Standard Edition may be substituted at the discretion of Career Step)
- The Merck Manual of Medical Information, Home Edition (available while supplies last)
- Saunder's Nursing Drug Handbook

IMPORTANT: The Medical Dictionary, The Merck Manual, and Saunder's Nursing Drug Handbook are shipped upon enrollment. All other reference materials, Diagnostic Coding with ICD-9-CM, all Site 2 materials and Ingenix software are updated annually each fall and are time sensitive. The current available editions of coding materials are shipped or made available online upon request when the student has reached the medical records module, in advance of entering the ICD-9-CM and Medical Procedural Coding modules. Once shipped or made available online, these materials may not be returned and new releases of the materials will only be available for additional cost at retail prices. It is important that these materials are not requested, for each student, until they are needed.

Other Materials*: Ingenix 90-day trial Encoder Pro Expert coding software. Subject to change based upon current supplier. This inclusion may be discontinued at any time.

Final Examination:

The Career Step final examination is an independent evaluation administered to the student by Career Step upon completion of the program materials on the Academic Partner Program site. The final exam site is a separate site maintained and operated by Career Step and is not part of the Academic Partner Program site. All students must complete and pass the final examination in order to receive a Career Step certification of graduation from the Outpatient Medical Coding and Billing Program. The Career Step final exam is divided into two portions, objective and practical portion. In order to receive a graduation certificate, the objective portion must be passed with an 85% or better. The practical portion of the exam is used to assist students in assessing their practical coding skills and provides feedback in relationship to their practical coding skills, as well as suggestions for continuing development. The exam may be taken up to three times.

Certificates will be issued by Career Step in accordance with the following achievement levels:

- Certificate of Completion upon three failures of the final exam.
- Certificate of Graduation, 85 to 89.99%
- Certificate of Graduation with Honors, 90 to 94.99%
- Certificate of Graduation with High Honors, 95 to 100%

All qualified students will be awarded a Career Step certificate. Academic Partner may award its own certificate in addition to the Career Step certificate, at its option.

Career Guidance Package*:

- *Graduate Consultation* – Opportunities to visit with a career guidance counselor to develop career plans.

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration.

- *Employment Search Resource Overview* – Brief resource guide to optimize employment search and networking opportunities.
- *Evaluation of resume or sales letter*
- *Referral Letter* – A letter to accompany a resume to introduce Career Step to a potential employer, or support a student AHDI membership application.
- *1 Year Help Hotline after graduation* – Toll Free assistance when you can't get help from your employer. This service is NOT a mentoring program and does not replace the specific support and direction generally provided by an employer. It does provide a supplemental alternative to the employer when help is not available from the employer or in cases where confusion or misunderstandings occur. Subject to the ongoing operation of Career Step as a school offering Outpatient Medical Coding and Billing Program.

Optional Text Companion: Includes the text version of the following:

- Learning and Mastering Medical Terminology, Block 1
- Learning and Mastering Medical Terminology, Block 2
- Evolution of Coding in the Healthcare Environment
- Learning and Mastering Medical Terminology, Block 3
- Healthcare Structure and Organization
- Anatomy, Pathophysiology, and Disease Processes, Block 1
- Anatomy, Pathophysiology, and Disease Processes, Block 2
- Exploring Healthcare Reimbursement

Optional Annual Update Upgrade: This upgrade package is for students who have ordered and received access to a prior year's version of the content and associated reference materials and would like to upgrade to the current year's content and associated reference materials for ICD-9-CM, Medical Procedural Coding, and Skills Testing. This package includes the current version of the following:

- Online Access to current version of instruction materials:
  - Diagnostic Coding with ICD-9-CM
  - Medical Procedural Coding
  - Skills Testing
  - Final Examination

- Reference Books:
  - HCPCS Level II Coding Expert (Professional Edition may be substituted at the discretion of Career Step)
  - ICD-9-CM Coding Expert for Hospitals Volumes 1-3 (Professional Edition may be substituted at the discretion of Career Step)
  - CPT Coding Professional (Standard Edition may be substituted at the discretion of Career Step)
  - Ingenix 90-day trial Encoder Pro Expert coding software (Subject to change based upon current supplier. This inclusion may be discontinued at any time)

Academic Partner Instructor, Staff, or Administration Access To Online Program Material: Due to annual licensing expenses, Career Step will include and provide access for three instructors, staff members, or administrators at Academic Partner free of charge. Should Academic Partner desire to maintain on-going

and regular access to the Program for additional instructors, staff members, or administrators there will be an annual fee of $25.00 per user. This fee will be charged immediately upon addition of a user and annually thereafter when updated material is released.

Support Services. Career Step shall provide student course support and student technical (technology related) support via email and toll free phone number during the initial 1-year enrollment period and during each extension of the enrollment period.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes reference books, student support, and career guidance):	$300.00 less than Direct Price*
Annual Update Upgrade for Coding Reference Books (Optional)	$275.00, plus shipping
Text Companion Upgrade (Optional)	$160.00, plus shipping
Shipping Fee per Program for Reference Materials	$59.95
Shipping Fee per Program for Text Companion	$74.95
Extensions	$125.00

* The Direct Price of the Outpatient Medical Coding and Billing Program is $1,875.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX MTE

Medical Transcription Editor Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Medical Transcription Editing Industry
Technology and The Medical Professional
Keyboard Kinetics
Medical Word Building
Grammar and Punctuation
Anatomy, Pathophysiology, and Disease Processes, Block 1
Anatomy, Pathophysiology, and Disease Processes, Block 2
Mastering Medical Language
Pharmacology
Healthcare Documentation
Diagnostic Reports
Focus on Medical Specialties
Midterm
Introduction to Transcription
Transcription Clinic Notes
Transcription Basic Acute Care
Transcription Advanced Acute Care
Editing Theory
Editing Technique
Editing Clinic Notes
Editing Acute Care
Final Exam Preparation

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access control* allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons
- *Automated text comparison* that evaluates transcribed reports against a standard key

Included Reference Materials*: BenchMark KB 15-month subscription

Other Materials*: Transcription Software; PC transcription foot pedal (Subject to change based upon current supplier); Editing Software

Final Examination:

The Career Step final examination is an independent evaluation administered to the student by Career Step upon completion of the program materials on the Academic Partner Program site. The final exam site is a separate site maintained and operated by Career Step and is not part of the Academic Partner Program site. All students must complete and pass the final examination in order to receive a Career Step certification of graduation from the Medical Transcription Editor Program. The Career Step final exam is divided into two portions, objective and transcription. Each portion must be passed with an 85% or better. Each portion may be taken up to three times. The best score for each portion will be used when determining the level of certificate to be awarded (both scores must fall in range of a certificate to qualify for that level.)

Certificates will be issued by Career Step in accordance with the following achievement levels:

- Certificate of Completion upon three failures of the final exam.
- Certificate of Graduation, 85 to 89.99%
- Certificate of Graduation with Honors, 90 to 94.99%
- Certificate of Graduation with High Honors, 95 to 100%

All qualified students will be awarded a Career Step certificate. Academic Partner may award its own certificate in addition to the Career Step certificate, at its option.

Career Guidance Package*:

- *Graduate Consultation* – Opportunities to visit with a career guidance counselor to develop career plans.
- *Placement Direct* – For graduates seeking employment, Placement Direct provides tutorial information about resume building, successful interviewing and employment testing, employment considerations (such as home-based vs. on-site employment, employee vs. independent contractor status, etc.), building a business and obtaining contracts and so on. Placement Direct also provides various tools to assist graduates in researching and identifying their placement preferences, identifying potential employers that meet their needs (depending on their employment preferences), tracking their applications, reporting their employment to Career Step, etc.
- *Evaluation of resume or sales letter*
- *Referral Letter* – A letter to accompany a resume to introduce Career Step to a potential employer, or support a student AHDI membership application.
- *1 Year Help Hotline after graduation* – Toll Free assistance when you can't get help from your employer. This service is NOT a mentoring program and does not replace the specific support and direction generally provided by an employer. It does provide a supplemental alternative to the employer when help is not available from the employer or in cases where confusion or

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration.

misunderstandings occur. Subject to the ongoing operation of Career Step as a school offering medical transcription.

Optional Text Companion: Includes the text version of the following:

- Medical Word Building
- Grammar & Punctuation
- Anatomy, Pathophysiology and Disease, Blocks 1 and 2
- Mastering Medical Language
- Pharmacology
- Healthcare Documentation
- Diagnostic Reports
- Focus on Medical Specialties
- Editing Theory

Support Services. Career Step shall provide student course support and student technical (technology related) support via email and toll free phone number during the initial 1-year enrollment period and during each extension of the enrollment period.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes PC foot pedal, BenchMark KB 15-month subscription, AHDI 15-month membership, student support, placement assistance, graduate support package):	$400.00 less than Direct Price*
Text Companion Upgrade (Optional)	$250.00, plus shipping
CD Companion Upgrade (Optional)	$50.00, plus shipping
Shipping Fee per Program for Reference Materials	$14.95
Shipping Fee per Program for Text Companion	$29.95
Extensions	$200.00

* The Direct Price of the Medical Transcription Editor Program is $2,375.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX MTE Supp

Medical Transcription Editor Supplemental Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Medical Transcription Editing Industry
Editing Theory
Editing Technique
Editing Clinic Notes
Editing Acute Care
Final Exam Preparation

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access control* allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons
- *Automated text comparison* that evaluates transcribed reports against a standard key

Final Examination:

The Career Step final examination is an independent evaluation administered to the student by Career Step upon completion of the program materials on the Academic Partner Program site. The final exam site is a separate site maintained and operated by Career Step and is not part of the Academic Partner Program site. All students must complete and pass the final examination in order to receive a Career Step certification of graduation from the Medical Transcription Editor Supplemental Program. The Career Step final exam is divided into two portions, objective and transcription. Each portion must be passed with an 85% or better. Each portion may be taken up to three times. The best score for each portion will be used when determining the level of certificate to be awarded (both scores must fall in range of a certificate to qualify for that level.)

Certificates will be issued by Career Step in accordance with the following achievement levels:

- Certificate of Completion upon three failures of the final exam.
- Certificate of Graduation, 85 to 89.99%
- Certificate of Graduation with Honors, 90 to 94.99%
- Certificate of Graduation with High Honors, 95 to 100%

All qualified students will be awarded a Career Step certificate. Academic Partner may award its own certificate in addition to the Career Step certificate, at its option.

Optional Text Companion: Includes the text version of the following:

- Editing Theory

Support Services. Career Step shall provide student course support and student technical (technology related) support for four months during the initial enrollment via email and toll free phone number.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes student support)	$100.00 less than Direct Price*
Extensions	$125.00

* The Direct Price of the Medical Transcription Editor Supplemental Program is $600.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX MT

Medical Transcription Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Technology and The Medical Professional
Keyboard Kinetics
Medical Word Building
Grammar and Punctuation
Anatomy and Disease
Pathophysiology
Mastering Medical Language
Pharmacology
Building the Medical Record
Diagnostic Reports
Focus on Medical Specialties
Midterm
Perfect the Text
Introduction to Transcription
Clinic Notes
Enhancing Productivity
Basic Acute Care
Advanced Acute Care
Final Exam Preparation

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access* control allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons
- *Automated text comparison* that evaluates transcribed reports against a standard key

Included Reference Materials*: BenchMark KB 15-month subscription

Other Materials*: Transcription Software; transcription foot pedal (Subject to change based upon current supplier)

Final Examination:

The Career Step final examination is an independent evaluation administered to the student by Career Step upon completion of the program materials on the Academic Partner Program site. The final exam site is a separate site maintained and operated by Career Step and is not part of the Academic Partner Program site. All students must complete and pass the final examination in order to receive a Career Step certification of graduation from the Medical Transcription Program. The Career Step final exam is divided into two portions, objective and transcription. Each portion must be passed with an 85% or better. Each portion may be taken up to three times. The best score for each portion will be used when determining the level of certificate to be awarded (both scores must fall in range of a certificate to qualify for that level.)

Certificates will be issued by Career Step in accordance with the following achievement levels:

- Certificate of Completion upon three failures of the final exam.
- Certificate of Graduation, 85 to 89.99%
- Certificate of Graduation with Honors, 90 to 94.99%
- Certificate of Graduation with High Honors, 95 to 100%

All qualified students will be awarded a Career Step certificate. Academic Partner may award its own certificate in addition to the Career Step certificate, at its option.

Career Guidance Package*:

- *Graduate Consultation* – Opportunities to visit with a career guidance counselor to develop career plans.
- *Placement Direct* – For graduates seeking employment, Placement Direct provides tutorial information about resume building, successful interviewing and employment testing, employment considerations (such as home-based vs. on-site employment, employee vs. independent contractor status, etc.), building a business and obtaining contracts and so on. Placement Direct also provides various tools to assist graduates in researching and identifying their placement preferences, identifying potential employers that meet their needs (depending on their employment preferences), tracking their applications, reporting their employment to Career Step, etc.
- *Evaluation of resume or sales letter*
- *Referral Letter* – A letter to accompany a resume to introduce Career Step to a potential employer, or support a student AHDI membership application.
- *1 Year Help Hotline after graduation* – Toll Free assistance when you can't get help from your employer. This service is NOT a mentoring program and does not replace the specific support and direction generally provided by an employer. It does provide a supplemental alternative to the employer when help is not available from the employer or in cases where confusion or

* To be disclosed to all students by Academic Partner in writing to all students prior to or at the time of registration

misunderstandings occur. Subject to the ongoing operation of Career Step as a school offering medical transcription.

Optional Text Companion: Includes the text version of the following:

- Medical Word Building
- Grammar & Punctuation
- Anatomy & Disease
- Pathophysiology
- Mastering Medical Language
- Pharmacology
- Building the Medical Record
- Diagnostic Reports
- Focus on Medical Specialties
- Perfect the Text

Support Services. Career Step shall provide student course support and student technical (technology related) support via email and toll free phone number during the initial 1-year enrollment period and during each extension of the enrollment period.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes PC foot pedal, BenchMark KB 15-month subscription, AHDI 15-month membership, student support, placement assistance, graduate support package):	$300.00 less than Direct Price*
Text Companion Upgrade (Optional)	$250.00, plus shipping
CD Companion Upgrade (Optional)	$50.00, plus shipping
Shipping Fee per Program for Reference Materials	$14.95
Shipping Fee per Program for Text Companion	$29.95
Extensions	$125.00

* The Direct Price of the Medical Transcription Program is $1,875.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX CMT

Certified Medical Transcription Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Building Blocks of Medical Terminology
Anatomy and Disease by Body System - Block 1
English Language and Grammar
Anatomy and Disease - Block 2
Anatomy and Disease - Block 3
Anatomy and Disease - Block 4
Medicolegal Issues/Ancillary Information
CMT Practicum
Final Exam/Practice Test

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access* control allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons
- *Automated text comparison* that evaluates transcribed reports against a standard key

Final Examination:

The Career Step final exam/practice test is administered within the Program material. The exam is provided as a practice exam by Career Step to help prepare students for their certification exam. Career step recommends a passing grade of 85% or better. There is no limit to the number of times a student can take the exam. Variations on these terms are at the discretion of Academic Partner.

Support Services. Career Step shall provide student course support and student technical (technology related) support for four months during the initial enrollment via email and toll free phone number.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes online access, student support and technical support):	$40.00 less than Direct Price*

* The Direct Price of the Certified Medical Transcription Program is $200.00 as of the Effective Date, but is subject to change in accordance with the terms of this Agreement.

ANNEX MedTerm

Medical Terminology Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Using Resources Effectively
Medical Word Building
Advanced Medical Language
Final Exam

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access* control allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons

Final Examination:

The Career Step final examination is administered within the Program material. The exam is provided as an independent evaluation by Career Step, is objective only, must be passed with an 85% or better, and may be taken up to three times. Variations on these terms are at the discretion of Academic Partner. All qualified students will be provided a Career Step certificate of completion. At its option, Academic Partner may award its own certificate in addition to the Career Step certificate of completion.

Support Services. Career Step shall provide student course support and student technical (technology related) support for four months during the initial enrollment via email and toll free phone number.

Program Fees:

Program Fee Type	Program Fee Amount
Enrollment Fee per Student (Includes online access, student support and technical support):	$300.00

ANNEX AP

Anatomy and Pharmacology Program

Online Curriculum Content (PROVIDED ONLINE ONLY):

Program Orientation
Anatomy, Pathophysiology and Disease, Block 1
Anatomy, Pathophysiology and Disease, Block 2
Exploring Pharmacology

Online Program Features:

- *Student access control* requiring individual sign-on and password for each student – each student may only access his/her own record
- *Administrative/Instructor access control* allowing access to only Academic Partner student records
- *Automatic Grading* for exercises and tests
- *Pronunciation words* to assist students in learning the medical and pharmaceutical terms
- *Career Step Student Forum* access for access to Program-related questions and answers
- *Career Step Chat room* access for participation in Career Step scheduled chat sessions and organized chats
- *Frequently Asked Questions* for answers to common questions
- *Automated help* function to direct questions to the appropriate support person
- *Integrated Program Structure* that divides the text into manageable sessions and lessons

Final Examination:

The Career Step final examination is administered within the Program material. The exam is provided as an independent evaluation by Career Step, is objective only, must be passed with an 85% or better, and may be taken up to three times. Variations on these terms are at the discretion of Academic Partner. All qualified students will be provided a Career Step certificate of completion. At its option, Academic Partner may award its own certificate in addition to the Career Step certificate of completion.

Support Services. Career Step shall provide student course support and student technical (technology related) support for four months during the initial enrollment via email and toll free phone number.

Program Fees:

Program Fee Type	Program Fee Amount
Platinum Enrollment Fee per Student (Includes online access, student support and technical support):	$400.00

the RP group

the Research & Planning Group
for California Community Colleges

Bridging Research, Information, and Cultures Technical Assistance Program PARTICIPATION AGREEMENT

Congratulations and thank you for serving as a participant in Bridging Research, Information, and Cultures (BRIC) Initiative's Technical Assistance Program (TAP). The primary goal of BRIC TAP is to improve student success by providing personalized support that will strengthen the capacity of your college to collaboratively analyze and act on information. The following document outlines the guidelines and expectations of your participation. This shared understanding will facilitate and strengthen the collaboration between your college and the BRIC TAP Lead Team in developing and implementing strategies to help you meet your institutional goals.

PURPOSE:

The purpose of the BRIC Initiative is to strengthen inquiry-based practice and build cultures of evidence at the California community colleges in order to enhance student success and facilitate goal attainment. Acknowledging that research is fundamentally an interventionist activity, the BRIC Initiative seeks to encourage the use of research to optimize the conditions and systems under which students learn. By examining institutional-level metrics and facilitating opportunities for practitioners to better understand how data and information can be used at the ground level, institutions can leverage collaborative discussions on ways to improve outcomes and enrich students' experiences.

The purpose of TAP is to assist college practitioners in achieving the following outcomes:

1. **Developing Actionable Information**: Apply evaluation and assessment techniques, practices and models that are grounded in good assessment principles and result in actionable data.
2. **Interpreting Data through Discussion**: Interpret research and assessment data through meaningful and thoughtful discussions that lead to improved program interventions and classroom teaching and learning strategies.
3. **Facilitating Dialogue**: Use effective facilitation skills for discussing institutional research and assessment with various college constituency groups.
4. **Integrating Evidence into Institutional Processes**: Implement integrated planning strategies that are equity focused and have well-defined links to budget and other core decision-making processes.

5. **Building an Inquiry-Based Practice**: Develop an infrastructure for building a culture of evidence that promotes collaborative inquiry.

SCOPE OF TAP:
As a participant in the TAP, the time frame of your involvement is from August 2010 to June 2011.

ANTICIPATED COLLEGE BENEFITS:
As a participant in the BRIC TAP, your college will receive a variety of support based on your needs. This support will be provided by the BRIC TAP Lead Team which is comprised of a combination of faculty members, researchers, and student services professionals with a broad collection of expertise in using information to inform planning, enabling student success, and building institutional effectiveness.

Support includes, but is not limited to, the following:

1. An organizational needs assessment
2. Professional development training
3. Customized data facilitation and coaching interventions

Channels which will facilitate such support include, but are not limited to:

1. Up to three days of on campus trainings and consultations during the 2010-11 academic year, including a half-day launch/orientation meeting with your college's lead team
2. Conference calls
3. Online support

COLLEGE COMMITMENTS:
Participation in the BRIC TAP Program involves certain commitments as outlined below:

1. A point person for the project as well as a lead team
2. Individuals or groups from within the college who will work with and be trained by the BRIC TAP Lead Team during the on-site interventions
3. Opportunities for staff, faculty, and administrators to participate in professional development and data coaching activities
4. Willingness to make changes in response to the technical assistance process
5. Short, periodic progress reports on the impact of the technical assistance
6. Participating in a larger evaluation towards the end of the program regarding the impact of the technical assistance

COLLEGE PERMISSION
All communications with your college will remain confidential. There may be opportunities (e.g. communications, conference presentations) in which we may want to share the progress made by the participating organizations as well as the impact of the Technical Assistance Program. Generally, information stemming from participants' experiences will be used in the aggregate. However, if there is any other case in which we would like to share your college's information, we will seek your authorization first.

BRIC TAP TEAM GUIDING PRINCIPLES:

The following ten principles and axioms guide the work of the BRIC TAP team members.

1. **Focus on Student Learning and Success.** Keep all consultations and discussions focused on improving student learning and success.
2. **Respect.** Demonstrate respect for the college environment by first, learning and understanding the campus culture, values, and processes and then, integrating these aspects into the interventions and dialogues. (R E S P E C T. A. Franklin)
3. **Facilitate, Don't Dictate.** Facilitate exploratory campus conversations that elicit ideas, solutions and interest in using data and information, rather than providing canned solutions or directives (We offer suggestions, the college decides. R. Johnstone).
4. **Guide Discussions.** Employ a question-based approach in which guiding or prompting questions are sequenced (e.g. general to specific, most effective to least effective) and used to help delve below the surface. (Research is an interventionist activity. G. Stoup)
5. **Practice Reflective Listening.** Practice reflective listening where the college participants provide the input and the technical coaches reflect back through summarizing, paraphrasing and questioning for clarification. (Listen first to understand, then to be understood. S. Covey)
6. **Be Flexible and Fluid.** Maintain enough flexibility and fluidity to be able to change or shift the focus or format of an intervention while staying within the BRIC TAP general parameters of expected outcomes, resources, and principles.
7. **Encourage Widespread Engagement.** Encourage widespread engagement from campus practitioners (administrators, faculty, and staff) by ensuring that all groups are heard in a mixed group setting, identifying how the intervention benefits various constituencies and/or offering suggestions for engaging multiple constituency groups. (The organization doesn't behave, the people do. E. Schein)
8. **Share the Vision.** Promote a shared vision between the BRIC TAP technical coaches and the college constituencies (particularly with the college lead team) by facilitating honest assessments, collaborating on training interventions that will help to contribute to the strength of the organization, identifying momentum points and providing sustained support.
9. **Be Fearless about Change.** Help to show the need for change and a future with the change in it by facilitating action planning discussions that address concerns for resource constraints, managing transition and the role of change agents. (Effective leaders help others to understand the necessity of change and to accept a common vision of the desired outcome. J. Kotter)
10. **KISS -Keep it Simple & Supportive.** Demonstrate the eloquence of data and information by keeping the information simple and supportive of the environment so that all users might engage in the inquiry process.

SIGNATURES:

_____

Sheri Sterner
BRIC TAP Primary Contact, Orange Coast College
Dean, Library and Institutional Research

_____

Melissa Berta
BRIC TAP Team Member, Orange Coast College
Title III Coordinator

_____

Georgie Monahan
BRIC TAP Team Member, Orange Coast College
Program Review Coordinator

_____

Kate Mueller
BRIC TAP Team Member, Orange Coast College
Dean of Students

_____

Oviatt Vinta
BRIC TAP Team Member, Orange Coast College
Student Learning Outcome Coordinator

_____

Jerry Patterson
President Board of Trustees, Coast Community College District

Agreement Number: 09-069-1204

STUDENT FIELD PLACEMENT AGREEMENT

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and Orange Coast College, hereinafter called "Facility" for field placement of University students at Facility in accordance with the attached exhibit which by this reference is incorporated into and made part of this agreement.

Exhibit A Kinesiology / Athletic Training Clinical Practicum, consisting of three pages.

GENERAL PROVISIONS

Indemnification and Insurance
University and Facility shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and Facility, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than $1 million per occurrence.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements.

Should Facility require proof of malpractice insurance coverage, the participating student is responsible to obtain such proof from the University Office of Risk Management.

~~Workers' compensation insurance coverage for students shall be provided by Facility.~~
Workers' compensation insurance coverage for students shall be provided by University.

Services Responsibility
The Facility retains professional and administrative responsibility for the services rendered at the Facility.

Student Safety and Personal Risk
The Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

Term of Agreement
The term of this Agreement shall be operative from date of full execution until September 30, 2015. However, either party may cancel this Agreement upon thirty (30) days written notice.

Confidentiality
All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

California State University Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Authorized Signature

Carolyn Dersch
Contracts Specialist
562-985-8333

Date: _____

Orange Coast College
Athletics Department
2701 Fairview Road
Costa Mesa, CA 92626

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Phone Number Fax Number

Authorized Signature
Jerry Patterson
President, Board of Trustees
Print Name and Title

Date: _____

:Agreement_Kinesiology 1-10

STUDENT FIELD PLACEMENT AGREEMENT
KINESIOLOGY PROTOCOL

Exhibit A – Athletic Training/Practicum

The following California State University Long Beach (CSULB) program is approved by the California State University (CSU) Trustees: Athletic Training Education Program (ATEP). This program requires practicum experience under the supervision of an Approved Clinical Instructor (ACI) in an athletic training setting.

University and Facility, as identified on the signature page of this Agreement, recognize the mutual benefit of the parties hereto that students of this University program use of the Facility for practicum experience in athletic training.

Students shall have the status of learners and shall not be considered employees or agents of Facility or University.

There shall be no monetary obligation on the part of the University or the Facility, one to another.

I. FACILITY SHALL:

A. Permit each student designated by the University pursuant to Paragraph II A below to receive practicum experience at the Facility and shall permit such students and University instructors free access to appropriate facilities for such practicum experience.

B. Provide practicum experience in athletic training and allow designated students to use appropriate facilities for learning experience for the training of students enrolled in the Department of Kinesiology of the University. The practicum experience shall cover such period of time as may be specified by the University and mutually agreed upon by both parties concerned.

C. Provide athletic training facilities in such a manner that there will be no conflict of learning opportunities among students, and permit the designated University instructor and student access to these facilities according to mutually arranged scheduling.

D. Permit members of the Facility staff, supervisors and other personnel to participate, as their time may permit in the practicum experience of the students and their learning experience in athletic training.

E. Permit the members of the Facility staff to attend meetings of the University Department of Kinesiology and of any committee thereof to plan implement, and coordinate the program of practicum experience in the general operation of the athletic training program when such attendance is requested by the University.

F. Maintain the facilities used for the practicum experience in such a manner that said facilities shall at all times meet the minimum essentials for an affiliated practicum site as specified by the athletic training accrediting organization.

G. Ensure that the Approved Clinical Instructor (ACI) (the direct supervisor of the practicum experience in the athletic training facility) meets the qualifications of the Commission on Accreditation of Athletic Training Education.

1. Be credentialed in a health care profession as defined by the American Medical Association or American Osteopathic Association.
2. Be an ATC ® or appropriately credentialed health care professional for a minimum of one year.
3. Be in good standing with the National Athletic Trainers' Association.
4. Not be currently enrolled in the entry level athletic training education program at the institution
5. Be trained/re-trained by the institution's CIE at least once every three years.
6. ACI training must include the following content areas:
    a. Learning styles and instructional skills
    b. Review of the *Athletic Training Educational Competencies*
    c. Evaluation of student performance and feedback
    d. Instructional skills of supervision, mentoring, and administration
    e. Program/institution-specific policies, procedures, and clinical education requirements
    f. Legal and ethical behaviors
    g. Communication skills
    h. Appropriate interpersonal relationships
    i. Appropriate clinical skills and knowledge
7. Meet with the Program Director and/or Clinical Coordinator of the Athletic Training Education Program and the Chair of the Department of Kinesiology once per academic year.
8. Demonstrate a strong academic orientation in athletic training.
9. Demonstrate a sincere interest in the professional preparation of the enrolled athletic training students in the Department of Kinesiology.

H. Agree that the Approved Clinical Instructor (ACI) will not directly supervise more than eight students at any time during a practicum period.

I. Provide, as needed, the following for University instructors taking part in the practicum experience.
    1. A conference type space suitably furnished for a small group; and
    2. Access for each instructor to Facility medical library.

J. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the practicum experience at the Facility. All costs associated with said emergency health care is the sole responsibility of the student(s).

K. Have the right, after consultation with the University, to refuse to accept for further practicum experience any of the University's students who in the Facility's judgment is not participating satisfactorily in said program.

L. Notify the University's instructors of any change in the Facility's contact personnel.

M. Notwithstanding anything else in this Agreement, Facility shall immediately expel any student from participation in the affiliation program under this Agreement if Facility determines in its sole discretion that such student poses a risk to the health or safety of any athlete, client or patient.

II. UNIVERSITY SHALL:

A. Designate enrolled University students for practicum experience in the athletic training at the Facility, in such numbers as are mutually agreed to by both parties. University shall certify to Facility that said student(s) are in compliance with the athletic training health and technical standards requirement.

B. Work with Facility to establish a rotation plan for the types of practicum experience.

C. Keep all attendance and academic records of students participating in said program.

D. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.

F. Require University's instructors to notify Facility's director in advance of:
   1. Placement of students in practicum assignments.
   2. Changes in practicum assignments.

G. In consultation and coordination with the Facility's personnel, plan for the practicum experience to be provided to students under the Agreement.

H. In consultation and coordination with appropriate Facility's personnel arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the practicum experience program provided under this agreement.

I. Provide for orientation of students and faculty assigned to Facility.

Client # 0004950 / S17 *Com* P.O.#

AGREEMENT FOR SPECIAL SERVICES
Community College Update and Mandate Information Services

This is an agreement between the **COAST COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2010.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues; and.

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

1. Consultant agrees to perform such duties relating to issues of community college finance, including:

   a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions.

   b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.

   c. Review and analysis of all major legislative bills that have an impact on community colleges, and therefore, within the Client's area of interest.

   d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.

   e. Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and providing the Client with appropriate written materials from these meetings.

2. The Consultant agrees to perform such duties relating to the education mandated program as set forth including:

   a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.

   b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.

   c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.

   d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.

3. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.

4. The Client agrees to pay Consultant for services rendered under this agreement:

   a. $4,200 annually, plus expenses, payable in equal installments of $350 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.

   b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.

   c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, FAX, long distance telephone charges, cellular telephone charges, postage, and duplication (other than for one copy of the *Community College Update*).

5. This agreement shall be for the period of one (1) year, beginning July 1, 2010, and terminating June 30, 2011. This agreement may be terminated by either party prior to June 30, 2011, on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.

6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY:_____ DATE: _____

Coast Community College District

BY:_____ DATE: May 10, 2010

SHEILA VICKERS
Vice President
SCHOOL SERVICES OF CALIFORNIA, INC.

COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(ONE-YEAR OR LESS)

1. **Parties.** The Coast Community College District ("District") and Robert H. Mendoza ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator in the position of Dean of Math and Science.

3. **General Terms and Conditions of Employment**. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2010 and ending June 30, 2011. This Agreement expires on June 30, 2011 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code.* Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DL, Range 32 Step 15, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Assignment to Faculty Position.** If Administrator has not been dismissed pursuant to Section 14 of this Agreement, and upon expiration of this Agreement, it is the intent of the District to assign Administrator to a faculty position for which Administrator is qualified. In this event, Administrator shall receive salary credit for years of service in an administrative position at the District for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code,* if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code,* if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code.* Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to *Government Code* § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

_____ _____

Jerry Patterson
President, Board of Trustees

Date

_____ _____

Administrator

Date

ASSOCIATED STUDENTS OF ORANGE COAST COLLEGE 2010-2011 ADOPTED BUDGET

05.07.10

Projected Income

Bookstore	$ 750,000
College Service Charge	$ 660,000
Carry-over from 2009-2010	$90,000
TOTAL $	$ 1,500,000

* Mandated cost (defined as a legal or contractual obligation that would exist even if the ASOCC went out of business)

New Request

Recommended Allocations

Program Name	07-08 Request	07-08 Allocation	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	TAB
Totals	**$ 1,691,830**	**$ 1,302,050**	**$ 1,677,696**	**$ 1,479,300**	**$ 2,112,836**	**$ 1,624,300**	**$ 2,103,674**	**$ 1,500,000**	
Allied Health Pinning Ceremony	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,700	$ 2,700	$ 3,250	$ 2,950	27
Alumni & Friends Association	$ -	$ -	$ 600	$ 600	$ -	$ -	$ -	$ -	
Alumni Wall of Fame	$ -	$ -	$ 15,000	$ 15,000	$ -	$ -	$ -	$ -	
Alumni Hall of Fame/Academic Excellence	$ 9,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
ASOCC - College Life	$ 55,250	$ 42,500	$ 58,550	$ 46,750	$ 60,150	$ 51,500	$ 51,500	$ 51,500	43
Advertising									
Awareness Days									
Blood & Bone Marrow Registration Drive									
Children's Center Events									
Club Rush									
ICC Meetings									
Transition Luncheon									
Coast Days									
Evening Activities									
Historian-College Life									
Hospitality-College Life									
Entertainment									
Equipment									
Equipment Repair and Maintenance									
Miscellaneous									
ASOCC Emerging Leaders Scholarship	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ -	$ -	$ -	$ -	
ASOCC Fiscal Affairs Copiers/Royalties	$ 12,700	$ 7,200	$ 12,700	$ 12,700	$ 13,500	$ 13,500	$ 13,500	$ 13,500	33
ASOCC Leadership/Governance Program	$ 49,900	$ 45,000	$ 50,000	$ 49,500	$ 49,000	$ 49,000	$ 57,000	$ 49,000	42
Advertising Leadership									
Conferences									

Attachment 23

Program Name	07-08 Request	07-08 Allocation	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	TAB
Senate Elections									
Leadership Hospitality									
Leadership Library									
Transition Dinner									
Leadership Planning Workshops									
Social Issue Events									
Leadership Conference/Training									
ASOCC Office Supplies	$ 15,000	$ 14,500	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	2
ASOCC One-Time and Club Start-Up Funds	$ 30,000	$ 30,000	$ 30,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	$ 35,000	4
Athletics	$ 273,668	$ 230,000	$ 292,694	$ 253,000	$ 468,398	$ 300,000	$ 423,681	$ 270,000	39
Career Library	$ 11,650	$ 5,500	$ 19,200	$ 6,600	$ 17,620	$ 7,260	$ 16,255	$ 5,000	37
Career Services/Career & Technical Education	$ 3,500	$ 2,500	$ 10,000	$ 3,000	$ 56,098	$ 3,300	$ 3,300	$ 1,650	31
Championship and Contingency	$ 100,000	$ 151,938	$ 100,000	$ 100,163	$ 100,000	$ 171,232	$ 150,000	$ 118,696	45
Cheer & Dance Teams	$ 21,340	$ 10,000	$ 27,200	$ 10,000	$ 27,450	$ 11,000	$ 102,225	$ 11,000	32
Children's Center	$ 69,368	$ 69,368	$ 75,778	$ 75,778	$ 75,778	$ 75,778	$ 76,141	$ 76,141	15
Coast Report	$ 7,550	$ 3,850	$ 7,610	$ 4,235	$ 8,350	$ 5,500	$ 11,150	$ 6,000	16
Co-curricular Enhancement	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 5,000	$ 5,000	$ -	19
Community Relations & College Publications	$ 10,200	$ 7,000	$ 13,550	$ 7,700	$ 14,850	$ 8,500	$ 17,938	$ 1,000	12
Community Relations Senior Day BBQ	$ 4,800	$ 4,800	$ 5,000	$ 5,000	$ 7,850	$ 6,000	$ 6,000	$ 6,000	7
Community Relations Student Outreach/Senior Day	$ 14,650	$ 6,650	$ 14,650	$ 8,000	$ 16,850	$ 8,800	$ 9,450	$ 9,000	13
Culinary Arts Team	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 7,750	$ 4,000	$ 5,000	$ 4,400	22
Dance Department	$ 24,500	$ 18,000	$ 41,250	$ 18,000	$ 29,750	$ 11,750	$ 29,350	$ 12,500	24
Dance Dept : Fiesta dia de la Raza	$ -	$ -	$ 10,000	$ 5,000	$ -	$ -	$ -	$ -	
Dean of Students Discretionary	$ 5,000	$ 2,000	$ 5,000	$ 2,400	$ 4,000	$ 2,000	$ 2,000	$ -	36
Emergency Loan Program Bad Debt	$ -	$ -	$ -	$ -	$ 15,000	$ 15,000	$ 15,000	$ 15,000	35
Frank M. Doyle Arts Pavillion - Exhibitions	$ 41,000	$ 7,700	$ 9,800	$ 8,470	$ 25,000	$ 9,350	$ 12,500	pending	34
Freshman Experience Program	No Request	$ -	$ 7,680	$ 5,240	$ -	$ -	$ -	$ -	
Goodwill Industries	$ 6,500	$ 5,250	$ 5,750	$ 5,750	$ 5,750	$ 5,750	$ 4,313	$ 4,313	8
Graduation	$ 10,000	$ 9,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	29
High School Counselor Breakfast	$ 3,400	$ 2,400	$ 4,050	$ 3,000	$ 3,950	$ 3,300	$ 3,910	$ 3,300	23
Honors Night	$ 19,000	$ 18,700	$ 19,000	$ 19,000	$ 19,000	$ 19,000	$ 19,000	$ 19,000	28
Honors Program	$ 29,600	$ 17,000	$ 47,340	$ 18,700	$ 44,010	$ 20,600	$ 56,680	$ 22,660	38
Hospitality, Travel, & Tourism Programs	$ -	$ -	$ 5,200	$ 4,000	$ 5,200	$ 5,200	$ -	$ -	
International Business Program	$ 28,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Job Placement Center/Internship Academy	$ 24,800	$ 14,000	$ 28,500	$ 16,800	$ 25,850	$ 18,480	$ 23,100	$ 19,000	11
Kroll Scholarships	$ 5,000	$ 4,800	$ 3,350	$ 3,350	$ 6,550	$ 6,550	$ 5,050	$ 5,050	26
Orange Coast Review	$ 2,000	$ 2,000	$ 3,000	$ 3,000	$ 8,600	$ 4,000	$ 8,100	$ 4,000	25
Photo Gallery & Student Photography Gallery	$ 3,650	$ 3,000	$ 3,700	$ 3,500	$ 4,250	$ 3,850	$ 5,000	$ 4,000	9
Photography Department - Visual Performing Arts	$ -	$ -	$ 12,800	$ 8,000	$ 25,920	$ 10,000	$ 19,440	$ -	18
Pirate Referral Program (PRoP)					$ 12,200	$ 5,900	$ 12,200	$ 500	20

Program Name	07-08 Request	07-08 Allocation	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	TAB
President's Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Public Marine Aquarium	$ 5,810	$ 4,200	$ 15,000	$ 9,620	$ -	$ -	$ 6,000	$ 3,000	30
Puente Project	$ 16,600	$ 15,000	$ 15,000	$ 15,000	$ 20,000	$ 17,000	$ 22,122	$ 17,000	3
Re-Entry Center	$ 24,100	$ 15,000	$ 18,000	$ 16,500	$ 20,900	$ 18,150	$ 17,250	$ 17,250	5
Self-Paced Math Program					$ 7,000	$ -	$ -	$ -	
Speech, Theater, and Debate Team	$ 46,350	$ 40,000	$ 47,400	$ 44,000	$ 47,800	$ 47,800	$ 47,500	$ 47,500	10
Scholarship Office	$ 1,444	$ 1,444	$ 1,444	$ 1,444	$ 11,000	$ 1,600	$ -	$ -	
Student Activities Office-Personnel*	$ 302,950	$ 195,000	$ 260,900	$ 260,900	$ 287,800	$ 287,800	$ 272,500	$ 272,500	14
Student Success Center (previously Tutoring Center/Math Lab)	$ 275,000	$ 175,000	$ 200,500	$ 200,500	$ 200,500	$ 211,200	$ 350,000	$ 232,320	6
Includes Reading/Writing & Supplemental Instrn.					$ 77,400				
Includes Supplemental Instruction					$ 37,356				
includes Self-Paced Math $322,256					$ 7,000				
Study Skills & Personal Development Workshops	$ 800	$ 800	$ 800	$ 800	$ 1,000	$ 1,000	$ 1,000	$ 1,000	17
Supplemental Instruction (see Student Success Center)					$ 37,356	$ -	$ -	$ -	
Transfer Day/Transfer Fairs	$ 3,150	$ 3,150	$ 4,350	$ 4,350	$ 4,250	$ 4,250	$ 4,570	$ 4,570	1
Transfer Opportunity Program (TOP)	$ 8,100	$ 7,800	$ 8,350	$ 8,350	$ 9,600	$ 9,200	$ 11,200	$ 8,700	1
[illegible]							$ 16,500	$ -	21
Visual and Performing Arts	$ 78,000	$ 83,500	$ 83,500	$ 83,500	$ 107,500	$ 100,000	$ 124,500	$ 101,000	41
Guest Artist							$ 1,000	$ -	40
VPSS Discretionary	$ 15,000	$ 3,000	$ 10,000	$ 3,600	$ 5,000	$ 2,500	$ 2,500	$ -	44
60th Aniversary Gala Celebration	$ -	$ -	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -	
Totals	$ 1,691,830	$ 1,302,050	$ 1,677,696	$ 1,479,300	$ 2,112,836	$ 1,624,300	$ 2,103,674	$ 1,500,000	

COASTLINE
COMMUNITY COLLEGE
11460 Warner Avenue, Fountain Valley, CA 92708-2597
Ph: 1 (714) 546-7600 Web: coastline.edu

TO: Dr. Christian Teeter, Secretary to the Board

FROM: Helen Ward, M.P.A., Advisor

CC: Dr. Shalamon Duke, Dean of Student Services
Lisa Okamoto, SAC President
Student Advisory Council Members

RE: 2010-2011 Student Advisory Council Budget

DATE: June 8, 2010

On behalf of the Student Advisory Council (SAC) and per the Board Policy on Associated Students Finance, Policy 010-2-24, we do not have budget line items that are $100,000 or greater. For 2010-2011, we conservatively estimate that with carryover we will have a base operating budget of $115,000.

This is has been a extraordinary year in accomplishments and challenges. While SAC has championed the 'No More Cuts " test messaging campaign, gave over $24,000 in scholarships and held open elections, to name a few, they were approached throughout the year to financially support College program services that were deeply cut by the State budget and special District events.

SAC will hold budget planning meetings in the upcoming weeks to adopt its budget.. Utilizing this extended time will afford our student leaders a clearer insight of the budget situation within the College, District and State to appropriate funds to meet the needs of student advocacy, College programs and services, student clubs and goals for 2010-2011.

Please do not hesitate to contact me if you require additional information or to answer any questions you may have.

Coast Community College District Board of Trustees: Mary L. Hornbuckle, Walter G. Howald, Jim Moreno, Jerry Patterson, Lorraine Prinsky, Ph.D., and Lee Fuller, Student Trustee • Chancellor: Dr. Ding-Jo H. Currie

ASSOCIATED STUDENTS OF GOLDEN WEST COLLEGE
BUDGET FOR 2010-2011

PROJECTED INCOME: (A)

BASED ON COLLEGE SERVICES CHARGE SALES (Summer/Fall '09 Actual) $90,407.26

Less 10% Uncollected Fee removed by CCCD for each allocation. (Fall '09 Actual) $246,256.26

(Spring '10 Actual) $117,449.98

TOTAL: $454,113.50

PROJECTED AMOUNT A: $454,113.50

(Projected reduction based on unknown enrollment for 2010-11.) -$34, 113.50

$420, 000.00

ADDITIONAL INCOME SOURCES: (B)

GAMEROOM INCOME (Projection thru end of May 2010)	$3,500
INTEREST INCOME RETAINED EARNINGS (Projection)	$1,000
SODEXHO FOOD SERVICE INCOME (Projection)	$20,000
PROJECTED AMOUNT B:	**$24,500**
TOTAL OF A + B:	**$444,500**

COMMITMENTS: (C)

STUDENT CENTER MAINTENANCE (10-5017)	$7,000
STUDENT SCHOLARSHIPS (10-5100-5010) ($1.00 from each card sold both Fall – 13,921 and Spring 13,521)	$27,442
FOOD SERVICE BUSINESS COSTS (10-5007 to 5010)	$15,000
ADMISSIONS AND RECORDS COLLECTION COST (10-5100-5015)	$2,000
FISCAL SERVICES ACCOUNT SUPPLIES (ASGWC) (10-2600-2210)	$4,500
STUDENT ACTIVITES STAFF (10-2600-2223/2225/2244) (Permanent, Hourly and Student Assistants)	$167,241
UNION BANK SERVICE DEFICIT FEE (10-5018)	$9,000
SUB TOTAL:	**$ 232,183**
GRAND TOTAL:	**$ 212,317**

(Grand total based on Income minus Commitments)

Approved by Student Council on 5/18/10

2010-2011 ASSOCIATED STUDENTS BUDGET

ASGWC (ASSOCIATED STUDENTS) ACCOUNTS

10-2600-2201	Advisor's Projects	3,000
10-2600-2202	Contingency Fund	4,955
10-2600-2204	ASGWC Awards (ICC, Pass the Gavel and ASGWC)	4,000
10-2600-2207	Council Honorariums (Recognition for Senate and Council)	4,500
10-2600-2208	Council Projects	3,000
10-2600-2213	Inter-Club Council	7,500
10-2600-2220	Student Activities Postage	2,000
10-2600-2222	Student Activities (Calendar Events)	24,000
10-2600-2226	Student Leadership (ASGWC and Clubs)	13,000
10-2600-2227	Student Supplies	12,000
	Sub Total:	77,955

CAMPUS MISCELLEANEOUS ACCOUNTS

10-2600-2206	Community Hosting Account	3,500
10-2600-2209	Creative Arts	13,500
10-2600-2212	College Preview Day	4,000
10-2600-2214	Interpreters Activities	1,500
10-2600-2216	Math Learning Center	2,500
10-2600-2217	Biology Department/Animal Care	2,380
10-2600-2219	Physical Education	56,000
10-2600-2221	Scholarship Awards Night	2,000
10-2600-2228	Tutoring Center	25,000
10-2600-2231	Re-entry CalWORKS	3,000
10-2600-2236	Model United Nations Program	8,399
10-2600-2245	Intercultural Program	6,000
NEW	Library Subscriptions	6,583
	Sub Total:	134,362

GRAND TOTAL: **$ 212,317**

Approved by Student Council on 5/18/10

CONFLICT OF INTEREST CODE

Attachment 24

Revised 03/07/01
Revised 02/20/02
Revised 11/20/02
Revised 3/1/2006
Revised 8/20/08
Revised 08/20/2008
Last Revised XX/XX/XX

CONFLICT OF INTEREST CODE

The Board of Trustees has adopted the following Conflict of Interest Code in accordance with the Political Reform Act of 1974 as amended. Each even-numbered year prior to July 1, the Board of Trustees shall review the Conflict of Interest Code. If changes are made to the Code, the Board shall submit the amended Conflict of Interest Code to the Orange County Board of Supervisors. If no changes are made, the Board shall so certify to the Board of Supervisors no later than October 1 of the same year. All Designated Employees shall file annual statements of economic interests no later than April 30 of each year.

Political Reform Act of 1974 as amended
Fair Political Practices Commission

CONFLICT OF INTEREST CODE FOR THE COAST COMMUNITY COLLEGE DISTRICT

The Political Reform Act (Government code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Coast Community College District.

Designated employees shall file statements of economic interests with their agency. Upon receipt of the statements of the Board of Trustees, the agency shall make and retain copies and forward the originals of these statements to the County of Orange, Clerk of the Board of Supervisors. Statements for all other designated employees will be retained by the agency.

APPENDIX A

DESIGNATED POSITIONS
Revised ~~August 20, 2008~~

Persons occupying the following positions are Designated Employees and must report the financial interests defined below:

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Chancellor Board Members (includes Student Trustee) **Consultants Vice Chancellor, Administrative Services Associate Vice Chancellor, Educational Services Vice Chancellor, Human Resources President (CCC, GWC, OCC)	1. Architectural Firms 2. Audio-Visual Equipment Suppliers and Manufacturers 3. Cleaning and Maintenance Materials 4. Computer Equipment Manufacturers and Suppliers 5. Computer Software Manufacturers and Suppliers 6. Computer-related Consultancy Firms 7. Construction Contractors and Subcontractors 8. Construction Materials Suppliers and Subcontractors 9. Consultancy Firms 10. Consultants Related to Health Services 11. Educational Equipment Manufacturers and Suppliers 12. Food Manufactures 13. Food Suppliers 14. Gardening Tools and Equipment Manufacturers and Suppliers 15. Hardware Suppliers and Manufactures 16. Instructional Materials Suppliers and Manufacturers 17. Insurance and Annuity Companies 18. Library Book Manufacturers and Suppliers 19. Library Equipment Manufacturers and Suppliers

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The Chancellor or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
	20. Library Research Materials Manufactures and Suppliers 21. Lending Firms 22. Motor Vehicle Lubrication and Fuel Suppliers 23. Motor Vehicle Parts Suppliers and Manufacturers 24. Motor Vehicle Tire Suppliers and Manufactures 25. Office Machine Manufacturers and Suppliers 26. Real Property Interest 27. School Picture Suppliers 28. School Ring Manufacturers and Suppliers 29. School and Office Furniture Manufacturers and Suppliers 30. Testing Materials Manufacturers and Suppliers 31. Textbook Manufacturers and Suppliers 32. Travel Agencies 33. Vending Machine Operations 34. Yearbook Manufacturers and Suppliers

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Administrative Director, Fiscal Affairs	1. Architectural Firms
Administrative Director of DIS	2. Audio-Visual Equipment Suppliers and Manufacturers
Executive Dean of Instructional Systems Development (CCC)	3. Cleaning and Maintenance Material
Director of Purchasing	4. Computer Equipment Manufactures and Suppliers
Director, Financial Aid (CCC, GWC, OCC)	5. Computer Software Manufacturers and Suppliers
Director, Facilities & Planning (DIST)	6. Computer-related Consultancy Firms
~~Manager, Applications Development and Information Systems~~ **Director of Applications Development and Information**	7. Construction Contractors and Subcontractors
Manager, Technical Support and Operations (DIST, CCC, GWC, OCC)	8. Construction Materials Suppliers and Manufacturers
Buyer I	9. Consultancy Firms
Buyer II	10. Consultants Related to Health Services
Director of Internal Audit Services	11. Food Manufacturers
District Environmental Health and Safety and Transportation Manager	12. Food Suppliers
Foundation Director (CCC, GWC, OCC)	13. Gardening Tools and Equipment Manufacturers and Suppliers
Risk Services Manager	14. Hardware Suppliers and Manufacturers
Secretary of the Board of Trustees	15. Instructional Materials Suppliers and Manufacturers
	16. Insurance and Annuity Companies
	17. Lending Firms
	18 Motor Vehicle Lubrication and Fuel Suppliers
	19 Motor Vehicle Parts Suppliers and Manufacturers
	20. Motor Vehicle Tire Suppliers and Manufacturers
	21. Office Machine Manufacturers and Suppliers
	22. Real Property Interests
	23. School and Office Furniture Manufacturers and Suppliers
	24. School Picture Suppliers
	25. School Ring Manufacturers
	26. Travel Agencies
	27. Vending Machine Operations
	28. Yearbook Manufacturers and Suppliers

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Administrative Dean, Instruction Systems Development (CCC) Dean, Career and Technical Education (OCC) Dean, Technology and Vocation Education (GWC) Dean, Learning Resources (CCC, GWC, OCC) Administrative Director, Human Resources Director, Contract Education and Operations (CCC) Director of Maintenance & Operations (CCC, GWC, OCC) Vice President, Instruction (CCC, GWC, OCC) Vice President, Student Services (CCC, GWC, OCC)	1. Computer Equipment Manufacturers and Suppliers 2. Computer Software Manufacturers and Suppliers 3. Consultancy Firms 4. Consultants Related to Health Services 5. Educational Equipment Manufacturers and Suppliers 6. Instructional Materials Suppliers and Manufacturers 7. Library Book Manufacturers and Suppliers 8. Library Equipment Manufacturers and Suppliers 9. Library Research Materials Manufacturers And Suppliers 10. Real Property Interests 11. Testing Materials Manufacturers and Suppliers 12. Textbook Manufacturers and Suppliers

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Director of Institutional Advancement (OCC, GWC) Director of Maintenance & Operations (GWC, OCC, CCC) District Director, Public Affairs, Marketing & Government Relations Executive Dean of Instructional Systems Development (CCC) Vice President, Administrative Services (CCC, GWC, OCC) Vice President, Student Services (CCC, GWC, OCC) Director of College Bookstore (CCC), (GWC) Cafeteria Manager (OCC) Director, College Support Services (OCC) Director, Community Services (GWC) Director, Fiscal Services (CCC, GWC, OCC) ~~Director of Student Auxiliary Services (OCC)~~ Director of Student Auxiliary Services/Snack Bar Manager (OCC) General Manager/Instructional Food Services (OCC) **Dean of Athletics (GWC, OCC)** **Athletic Coaches (GWC, OCC)**	1. Audio-Visual Equipment Suppliers and Manufacturers 2. Computer Equipment Manufacturers And Suppliers 3. Computer Software Manufacturers and Suppliers 4. Consultancy Firms 5. Consultants Related to Health Services 6. Construction Contractors 7. Food Manufacturers 8. Food Suppliers 9. Instructional Materials Suppliers And Manufacturers 10. Insurance and Annuity Companies 11. Lending Firms 12. Material Suppliers 13. Medical Suppliers 14. Office Machine Manufacturers and Suppliers 15. School Picture Suppliers 16. School Ring Manufacturers 17. School and Office Furniture Manufacturers and Suppliers 18. Vending Machine Operations **19. Athletic supplies, uniform, equipment**

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

AGREEMENT

This Agreement ("Agreement") is entered into by Coast Community College District, a California public education agency ("District") for the benefit of NCB, FSB, a federally chartered savings bank ("FSB").

RECITALS

A. District and FSB are parties to that certain "Intercreditor Agreement" dated November 1, 2004, a copy of which is attached as Exhibit "1" (the "Intercreditor Agreement"). Capitalized terms not otherwise defined in this Agreement shall be deemed to have the meanings set forth in the Intercreditor Agreement.

B. The Intercreditor Agreement governs the parity, rank, rights, priorities and interests of the District and FSB with respect to certain Collateral owned by the KOCE-TV Foundation (the "Foundation") which secures debt owned by the Foundation to the District, in the original principal amount of $20,000,000, and by the Foundation to NCB, in the original principal amount of $8,500,000, respectively.

C. The Foundation has requested that NCB enter into an "Amended and Restated Loan Agreement" and "First Amendment to Security Agreement" copies of which are attached as Exhibit "2" (collectively, the "Amended Loan Agreement") which among other terms will reduce the principal amount owed by the Foundation to NCB to approximately $4,050,000 and will extend the maturity date of the NCB Loan.

D. NCB has agreed to enter into the Amended Loan Agreement but, in an abundance of caution, only on the condition that the District execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, District agrees as follows:

1. District agrees that, irrespective of the provisions of Section 14 of the Intercreditor Agreement to the contrary, Section 3 and the other provisions of the Intercreditor Agreement shall be applied on the basis of the loan terms contained in the Loan Documents as amended by the Amended Loan Agreement.

COAST COMMUNITY COLLEGE DISTRICT

By:_____

Jerry Patterson — date
President, Board of Trustees

EXHIBIT 1

INTERCREDITOR AGREEMENT

This Intercreditor Agreement (this "**Agreement**") is entered into as of November 1, 2004 between NCB, FSB, a federally chartered savings bank, ("**NCB**") and Coast Community College District, a California public education agency (the "**District**") (collectively, the "**Lenders**").

RECITALS

A. NCB has agreed to provide a three part lending facility in the aggregate amount of $8,500,000 to the KOCE-TV Foundation, a California non-profit public benefit corporation (the "**Foundation**").

B. The District has agreed to extend purchase money financing in the amount of $20,000,000 to the Foundation.

C. The foregoing loans are secured in part by certain collateral of the Foundation and the Lenders have agreed that their respective liens in such collateral are to be on a parity and equality of rank.

D. The Lenders enter into this Agreement to document their agreement as to such parity and rank and certain other rights, priorities and interest between them.

In consideration of the above recitals and the covenants and conditions set forth below, the parties agree as follows:

Section 1. Certain Definitions. As used herein, the following terms have the meanings indicated.

(1) "**Act**" has the meaning assigned in Exhibit "A".

(2) "**Agreement**" means this Intercreditor Agreement by and among the Lenders.

(3) "**Bankruptcy Code**" means Title 11 of the United States Code.

(4) "**Claims**" means all rights, remedies, demands, causes of action and claims of every type and description at any time held or asserted by, or arising in favor of Lender under such Lender's Loan Documents or applicable law or secured by such Lender's Liens.

(5) "**Collateral**" means the property of the Foundation listed on Exhibit "A".

(6) "**Default**" means, when used in reference to a Loan or any Loan Documents, the occurrence of an event or the existence of a condition which, with the

passage of time or the giving of notice, or both, would constitute an Event of Default under such Loan or Loan Documents.

(7) "**District**" means Coast Community College District, a California public education agency.

(8) "**District Loan**" means the purchase money loan extended by the District to the Foundation pursuant to the District Loan Documents in the original principal amount of $20,000,000 and all reborrowings under the terms of the District Loan Documents, and all future modifications, amendment, increases, renewals, extensions and refinancings of such loan that are accomplished in accordance with the provisions of the Agreement.

(9) "**District Loan Documents**" means the documents listed on Exhibit "B" attached and all future modifications, amendments, increases, renewals, extensions and refinancings of any of the foregoing that are accomplished in accordance with the provisions of this Agreement.

(10) "**District Security Agreement**" means the Security Agreement dated as of November 1, 2004 by the Foundation in favor of the District.

(11) "**Event of Default**" means, when used in reference to a Loan or any Loan Documents, a default or event of default under such Loan or Loan Documents that has continued after the giving of any applicable notice and the expiration of any applicable grace or cure periods.

(12) "**FCC**" has the meaning assigned in Exhibit "A".

(13) "**FCC Rules**" has the meaning assigned in Exhibit "A".

(14) "**Foundation**" means KOCE-TV Foundation, a California non-profit public benefit corporation.

(15) "**Lenders**" means NCB and the District.

(16) "**License**" and "**Licenses**" has the meaning assigned in Exhibit "A".

(17) "**Lien**" means any mortgage, deed of trust, pledge, security interest, lien and encumbrance of every sort whatsoever, whether created by contract, statute or operation of law.

(18) "**Loan Documents**" means, collectively, the NCB Loan Documents and the District Loan Documents.

(19) "**Loans**" means, collectively, the NCB Loan and the District Loan.

(20) "**NCB**" means NCB, FSB, a federally chartered savings bank.

(21) "**NCB Loan**" means the three part lending facility extended by NCB to the Foundation pursuant to the NCB Loan Documents in the aggregate original principal amount of $8,500,000 and all reborrowings under such facility under the terms of the NCB Loan Documents, and all future modifications, amendments, increases, renewals, extensions and refinancings of such facility that are accomplished in accordance with the provisions of this Agreement.

(22) "**NCB Loan Documents**" means the documents listed on Exhibit "C" attached, and all future modifications, amendments, increases, renewals, extensions and refinancings of any of the foregoing that are accomplished in accordance with the provisions of this Agreement.

(23) "**NCB Security Agreement**" means the Security Agreement dated as of November 1, 2004 by the Foundation in favor of NCB.

(24) "**Proceeding**" means any proceeding by or against the Foundation under the Bankruptcy Code or under any other federal or state statute or rule of law relating to bankruptcy, insolvency, reorganization, readjustment or arrangement of debt, suspension of payments, receivership, liquidation or other matters relating to rights of debtors and creditors.

(25) "**Protective Advances**" means, with respect to any Lender, all sums expended as reasonably determined by such Lender to be necessary or appropriate (i) to foreclose or realize on Liens against any Collateral; (ii) to protect the priority, validity or enforceability of Liens in any Collateral; or (iii) to prevent the value of any Collateral from being diminished or impaired.

(26) "**Purchase Agreement**" has the meaning assigned in Exhibit "A".

(27) "**Satisfaction**" when used in reference to a Loan, means that, and occurs when, both of the following conditions have been satisfied:

(a) The Lender for such Loan has no obligation under the Loan Documents for such Loan to disburse any additional proceeds of such Loan; and

(b) All of the principal of and interest on such Loan have been indefeasibly paid in full and all other obligations to the Lender for such Loan under the Loan Documents for such Loan have been indefeasibly paid in full.

(28) "**Station**" has the meaning assigned in Exhibit "A".

Section 2. Consent to Liens. Subject to the provisions of this Agreement, notwithstanding anything to the contrary in any Loan Document, each of the Lenders consents to the Liens created in Loan Documents in the Collateral.

Section 3. Parity Liens. (a) The Liens of all of the Lenders in the Collateral as security for all of the Loans shall be on a parity and equality of rank, notwithstanding the dates

of the creation or perfection of such Liens, and notwithstanding, without limitation, the dates of the District Security Agreement or the NCB Security Agreement or the dates or order of the filing of any financing statements evidencing the Liens of the Lenders in the Collateral. The proceeds of any recovery from the Collateral regardless of by which Lender such recovery is realized, shall shared by the Lenders as follows:

(i) First, to reimburse Protective Advances by the Lenders on a pro rata basis in accordance with the unreimbursed amounts of their respective Protective Advances.

(ii) Second, to pay principal and interest outstanding on their respective Loans at the time of such recovery on a pro rata basis in accordance with the respective amounts of such principal and interest.

Section 4. Possession of Collateral. In the case of any Collateral which is of such a nature that possession or control of such collateral is required in order to perfect a Lien in such Collateral under applicable law, any possession by a Lender of such Collateral shall be on behalf of and for the benefit of such Lender having possession of such Collateral, and on behalf of and for the benefit of the other Lender, as collateral agent for such other Lender, in order to effect the perfection of the Liens of the Lenders in such Collateral.

Section 5. Proceeds of Collateral. Any proceeds realized from any Collateral, including, without limitation, proceeds from the exercise of remedies against or the disposition of such Collateral, shall be shared by the Lenders in accordance with their respective interests under Section 3, and it shall be the duty of any Lender having possession of such proceeds to hold the same in trust for the benefit of the Lenders and to make prompt payment to the other Lender of such other Lender's share of such proceeds.

Section 6. Exercise of Remedies Against Collateral. If an Event of Default occurs pursuant to any Lender's Loan Documents, before exercising remedies against any Collateral, other than action designed to protect such collateral or to preserve a Lien in such Collateral, such Lender shall give written notice of such Event of Default to the other Lender. Within 15 days after any such notification, the Lenders shall consult to determine a mutually acceptable course of action to take with respect to such Event of Default, and shall then pursue such course of action. If the Lenders cannot agree upon a mutually acceptable course of action within such 15-day period, then each Lender shall be free to pursue such action, including, without limitation, foreclosure or acceptance of a conveyance or assignment of any Collateral in lieu of foreclosure, as it deems to be in its best interests, provided, however, that the Lenders agree that any such course of action shall seek to maximize the recovery receivable in the shortest reasonable period of time by retaining third party consultants experienced in the sale of assets such as those comprising the Collateral and identifying qualified buyers in the view of, in particular, the Federal Communications Commission.

Section 7. Cross Defaults. Each Lender understands that the Loan Documents for any Loan may provide that a Default or Event of Default under the Loan Documents for any other Loan will constitute an Event of Default under the Loan Documents for such first Loan.

Section 8. Concerning Proceedings.

(a) No Lender shall contest the validity or enforceability of the Loan, Claims or Liens of the other Lender, or any payment or collateral realization received by the other Lender that is not in violation of this Agreement. The parity position of the Liens in the Collateral provided for in this Agreement shall apply notwithstanding the fact that the Loan, Claims or Liens of a Lender may be subordinated, avoided or disallowed, in whole or in part, in any Proceeding. In any Proceeding, as between the Lenders, the Claims of each Lender shall include all interest accrued on its Loan, in accordance with and at the rates specified in its Loan Documents, both for periods before and for periods after the commencement of such Proceeding, even if the claim for such interest is not allowed in such Proceeding pursuant to applicable law.

(b) Provided that in the case of each Lender that holds a Loan with respect to which Satisfaction has not yet occurred and that it is in compliance with the provisions of this Agreement, in any Proceeding, no Lender shall (i) propose or vote to accept any plan of reorganization, or seek the appointment of a trustee, without the written consent of the other Lender, unless such other Lender proposes or votes to accept such plan or seeks the appointment of such trustee, which consent may be given or withheld by such other Lender in its sole and absolute discretion, or (ii) object to any motion or petition by such other Lender for relief from the automatic stay.

(c) Except as provided below in this paragraph, provided that in the case of a Lender that holds a Loan with respect to which Satisfaction has not yet occurred and that it is in compliance with the provisions of this Agreement, no Lender shall commence, or join with the Foundation in commencing any Proceeding with respect to the Foundation without first obtaining the prior written consent of the other Lender, which consent may be given or withheld by the other Lender in its sole and absolute discretion. The foregoing provisions of this paragraph shall not be construed to restrict (i) any Lender from foreclosing a mortgage or other Lien against any Collateral, or (ii) any Lender from foreclosing a mortgage or other Lien against any property which is not Collateral.

Section 9. Conveyances in Lieu of Foreclosure. Provided that in the case of each Lender that holds a Loan, secured by the Collateral, with respect to which Satisfaction has not yet occurred and that it is in compliance with the provisions of this Agreement, no Lender shall accept any conveyance or assignment of any Collateral in lieu of foreclosure, or otherwise, without first obtaining the prior written consent of the other Lender, which consent may be given or withheld by such other Lender in its sole and absolute discretion.

Section 10. Return of Payments. Provided that in the case of each Lender that it is in compliance with the provisions of this Agreement, if all or any part of a payment applied by such Lender to its Claims is or must be returned by such Lender, or is recovered from such Lender, for any reason, including, without limitation, by order of any bankruptcy court, this Agreement shall apply as if the prior application had not been made.

Section 11. Other Liens and Waiver of Rights of Subrogation. No Lender shall acquire by contract, subrogation or otherwise, any lien upon or other estate, right or interest in such Collateral which is or may be prior in right to the Liens of the other Lender in such Collateral as described in this Agreement.

Section 12. No Partnership and Responsibilities. The execution of this Agreement shall not create or be construed as creating a partnership, joint venture or other joint enterprise between the Lenders. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to constitute any Lender as trustee or other fiduciary for the other Lender, or to impose on such Lender any duty, responsibility or obligation other than those expressly provided for herein. Each Lender has, independently and without reliance on the other Lender and based on such documents and information as it have deemed appropriate, made its own credit analysis of the Foundation, and shall, independently and without reliance on the other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own independent analysis and decisions in taking or not taking action under this Agreement or its Loan Documents. Among other things, each Lender shall obtain its own inspections, appraisals and other reports relating to the Foundation and the Collateral, and will not rely upon inspections, appraisals and other reports produced by or for the other Lender, except as expressly authorized in writing by the party preparing same. No Lender shall be required to keep itself informed as to the performance or observance by the Foundation or any other party of the Loan Documents of the other Lender. No Lender shall have any responsibility to the other Lender with respect to the requirements of the other Lender's Loan Documents relating to disbursements to the Foundation.

Section 13. Beneficiaries. The provisions of this Agreement define the relative rights of the Lenders and nothing contained in this Agreement is intended to or shall impair the obligations of or the Foundation, which are unconditional and absolute, to pay the Claims of the Lenders as and when the same shall become due and payable in accordance with their respective terms, or to affect the relative rights of creditors of the Foundation, other than the relative rights of the Lenders. Without limiting the generality of the foregoing, it is specifically understood and agreed that the provisions of this Agreement are not for the benefit of, and may not be enforced by, the Foundation or any guarantor of any of the Loans.

Section 14. Modification of Loan Documents. Nothing contained in this Agreement shall be construed to restrict any Lender from modifying, amending, increasing, renewing, extending or refinancing its Loan, but for purposes of applying the provisions of Section 3, any change in loan terms contained in any such modifications, amendments, increases, renewals, extensions and refinancings shall be ignored and Section 3 shall be applied on the basis of the loan terms contained in the Loan Documents of the respective Lenders as in effect on the date of this Agreement.

Section 15. Assignment by Lenders. Subject to compliance with the following provisions of this Section, any Lender may from time to time, in its sole and absolute discretion, assign or transfer any or all of its Loan, Loan Documents, Claims or Liens, or any interest therein, and notwithstanding any such assignment or transfer or subsequent assignment or transfer thereof, such Loan, Loan Documents, Claims and Liens shall be and remain entitled to the benefit of, this Agreement. However, as a condition to any such assignment or transfer, the

assignee or transferee shall agree in writing, in form acceptable to the other Lender in its reasonable judgment, to be bound by the provisions of this Agreement, and the Lender making such assignment or transfer shall cause all promissory notes evidencing the Loan being assigned or transferred to contain the following legend:

> "This note is subject to an Intercreditor Agreement dated as of November 1, 2004, among the payee of this note and other Lender named therein."

Section 16. Confirmations. Upon the written request of any Lender at any time, the other Lender shall promptly provide a written statement as to whether or not a Default or Event of Default under any of such other Lender's Loan Documents has occurred and is continuing, or as to whether of not Satisfaction of such Lender's Loan has occurred. Any such statement shall be solely for the benefit of the Lenders and may not be relied upon by the Foundation or any guarantor of any of the Loans.

Section 17. Conflicts. As between the Lenders, in the event of any conflict between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.

Section 18. Representations and Warranties. Each Lender represents and warrants to the other Lender that: it has authority to execute this Agreement; and that the applicable Exhibit to this Agreement contains an accurate and complete listing of all of such Lender's currently existing Loan Documents, excluding certificates and other subsidiary documents that do not create material obligations in addition to those contained in the documents listed in such Exhibit.

Section 19. Notices. Each Lender shall send to the other Lender a copy of all notices of Defaults and Events of Default with respect to such Lender's Loan at the time same are sent to the Foundation. All notices and other communications provided for in this Agreement ("Notices") shall be in writing. The "Notice Address" of each of the parties for purposes of this Agreement is as follows:

NCB:	NCB, FSB 1725 Eye Street, N.W. Suite 600 Washington, D.C. 20006 Attention: Loan Servicing
With a copy to:	Bernard E. Schneider, Esq. 2101 East Coast Highway, Suite 230 Corona del Mar, CA 92625

District:	Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attention: Vice Chancellor of Administrative Services
With a copy to:	Milford W. Dahl, Jr., Esq. Rutan & Tucker, LLP 611 Anton Boulevard, Suite 1400 Costa Mesa, CA 92626

or such other address as a party may designate by notice duly given in accordance with this Section to the other parties. A Notice to a party shall be effective when delivered to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by United States regular, certified or registered mail, or delivery by a commercial courier or delivery service. If the Notice Address of a party includes a facsimile number or electronic mail address, Notice given by facsimile or electronic mail shall be effective when delivered at such facsimile number or email address. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

Section 20. Execution of Additional Documents. Each Lender shall execute such additional documents and instruments and take such additional actions as the other Lender may reasonably request from time to time to carry out the intent and purposes of this Agreement. However, the failure or refusal of any Lender to execute any such document shall not in any manner render any of the provisions of this Agreement ineffective.

Section 21. Waiver of Jury Trial. EACH OF THE LENDERS HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING RELATING IN ANY MANNER TO THIS AGREEMENT.

Section 22. Entire Agreement. This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than as are herein set forth.

Section 23. Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

Section 24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 25. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by each of the parties.

Section 26. Construction.

(a) The words "hereof," "herein," and "hereunder," and other words of a similar import refer to this Agreement as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Agreement are to the designated Sections and other subdivisions of this Agreement as originally executed.

(c) The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Each party to this Agreement and legal counsel for each party have participated in the drafting of this Agreement, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

Section 27. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of California and the laws of the State of California shall govern the rights of the parties and the validity, construction, enforcement and interpretation of this Agreement.

Section 28. Attorney's Fees. In the event of any dispute or litigation between the parties arising out of this Agreement, the losing party shall pay all reasonable costs and expenses, including reasonable attorney's fees of the prevailing party, and any judgment or decision rendered against either of the parties may specifically include such reasonable costs, expenses and reasonable attorney's fees of the prevailing party.

NCB, FSB

By: Bradley S. Keare
Bradley S. Keare
Its: Assistant Vice President

COAST COMMUNITY COLLEGE DISTRICT

By: _____

_____

Its: _____

Section 28. Attorney's Fees. In the event of any dispute or litigation between the parties arising out of this Agreement, the losing party shall pay all reasonable costs and expenses, including reasonable attorney's fees of the prevailing party, and any judgment or decision rendered against either of the parties may specifically include such reasonable costs, expenses and reasonable attorney's fees of the prevailing party.

NCB, FSB

By: _____
Andrew Kho
Its: Managing Director

COAST COMMUNITY COLLEGE DISTRICT

By: Georgia E. Brown
George Brown
Its: President of Board of Trustees

EXHIBIT "A"

COLLATERAL

"**Collateral**" means all real, personal and mixed assets, both tangible and intangible, of every kind, nature and description owned or held and used or held for use by Debtor in connection with the business and operations of KOCE-TV except for the KOCE Licenses, as defined in the Asset Purchase Agreement by and between the District and the Foundation dated as of March 17, 2004 (the "Purchase Agreement"), including, without limitation:

(a) those leasehold interests and estates and improvements set forth in Schedule 1-A to the Purchase Agreement;

(b) all broadcasting and other equipment, office furniture, fixtures, tapes, office materials and supplies, spare parts, tubes and other tangible personal property of every kind and description set forth in Schedule 1-B to the Purchase Agreement;

(c) those Contracts and commitments of the District acquired by the Foundation pursuant to the Purchase Agreement, including, without limitation those contracts, agreements and commitments set forth on Schedules 1-A, 1-B and 1-C to the Purchase Agreement;

(d) the books and records of the Foundation;

(e) all franchises, trademarks, patents, trade names, service marks and call letters, if any, owned or held and used or held for use by the Foundation in connection with the business and operations of KOCE-TV;

(f) all programs and programming materials and elements of whatever form or nature acquired by the Foundation pursuant to the Purchase Agreement, whether recorded on film, tape or any other medium or intended for live performance, television broadcast or other medium and whether completed or in production, and all related common law and statutory intangible rights Used, as defined in the Purchase Agreement, in connection with the business or operations of KOCE-TV, together with all such programs, materials, elements and intangible rights acquired by the Foundation in connection with the business or operations of KOCE-TV;

(g) all rights and claims relating to any other Broadcasting Asset, as defined in the Purchase Agreement, (other than the KOCE Licenses) or any Assumed Obligation as defined in the Purchase Agreement, including all guarantees, warranties, indemnities and similar rights acquired by the Foundation pursuant to the Purchase Agreement;

(h) to the maximum extent permitted by law, and subject to Federal Communications Commission ("**FCC**") approval where necessary: (i) all rights incident or appurtenant to the licenses, permits and authorizations issued by any governmental authority and used in the conduct of the Foundation's television broadcasting operations, including, without limitation, the television station known as KOCE-TV (the "**Station**") (individually, a "**License**" and collectively, the "**Licenses**"); (ii) excluding any License (except to the extent, if any, that such a security interest is permitted or not prohibited by the Communications Act of 1934, as amended ("**Act**") and the rules and regulations and policies of the FCC (the "**FCC Rules**")), but including any proceeds, products, offspring, accessions, rents, profits, income, or benefits associated with the sale of the Licenses (unless such proceeds, products, offspring, accessions, or benefits themselves would constitute a License to the extent that any law applicable thereto, including the Act and the rules, regulations and policies of the FCC, prohibits the creation of a security interest therein); and (iii) the rights to receive all proceeds derived from or in connection with the sale, assignment, or transfer of such Licenses, subject to FCC approval;

(i) to the extent not included within the foregoing paragraphs, all "Collateral" as defined in and listed on Attachment 1 of the Security Agreement dated March 17, 2004 by and between the Foundation and the District;

(j) to the extent not included within the foregoing paragraphs, all "Collateral" as defined in the Security Agreement dated as of November 1, 2004 by and between NCB and the Foundation; and

(k) all proceeds and products of any of the above, in any form, including, without limitation, proceeds of any insurance relating to collateral or fire and builder's risk insurance and unrenewed insurance premiums, proceeds consisting of any of the above types of collateral, all awards made in eminent domain proceedings or purchase in lieu of such eminent domain proceedings, and proceeds of any tort cause of action in existence, now or after the date of this Agreement and all replacements, substitutions, renewals, returns, additions, accessions, rents, royalties, issues, documents of ownership, and receipts for any of the foregoing.

with the exception of any Pledges and Post Closing Pledges, as such terms are defined in the NCB Loan Documents, any capital equipment purchased by the Foundation using the proceeds of the Equipment Line, as such term is defined in the NCB Loan Documents, and, in each of the foregoing instances, all products, proceeds, renewals and replacements thereof.

EXHIBIT "B"

DISTRICT LOAN DOCUMENTS

1. Secured Promissory Note dated November 1, 2004.
2. Security Agreement dated November 1, 2004.
3. Asset Purchase Agreement dated March 17, 2004.
4. Programming Agreement dated November 1, 2004.

EXHIBIT "C"

NCB LOAN DOCUMENTS

1. Loan Agreement dated as of November 1, 2004.
2. Secured Promissory Note in the original stated principal amount of $6,700,000 dated November 1, 2004.
3. Equipment Line Promissory Note in the original stated principal amount of $600,000 dated November 1, 2004.
4. Working Capital Promissory Note in the original stated principal amount of $1,200,000 dated November 1, 2004.
5. Security Agreement dated as of November 1, 2004.

EXHIBIT 2

AMENDED AND RESTATED
LOAN AGREEMENT

between

KOCE-TV FOUNDATION
as Borrower

and

NCB, FSB
as Lender

June ___, 2010

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SCHEDULE 2.1 – ADVANCE CONDITIONS

EXHIBITS
A. PLEDGES

AMENDED AND RESTATED LOAN AGREEMENT

This Amended and Restated Loan Agreement (this "**Agreement**") is entered into as of June ___, 2010, between **NCB, FSB,** a federally chartered savings bank, whose address for notice is 1725 Eye Street, N.W., Suite 600, Washington, D.C. 20006, Attention: Loan Servicing ("**Lender**"), and **KOCE-TV FOUNDATION,** a California non-profit public benefit corporation whose address for notice is 17011 Beach Boulevard, Suite 1550, Huntington Beach, CA 92647 ("**Borrower**").

RECITALS

A. Lender and Borrower previously entered into a Loan Agreement dated as of November 1, 2004, which was amended by a First Amendment to Loan Agreement dated April 30, 2007, a Second Amendment to Loan Agreement dated November 1, 2007, a Third Amendment to Loan Agreement dated January 20, 2009 and a Fourth Amendment to Loan Agreement dated November 30, 2009 (collectively, the "**Existing Agreement**").

B. Borrower has requested that Lender agree to and Lender has agreed to modify certain terms of the Existing Agreement and the parties enter into this Agreement for that purpose.

In consideration of the above recitals and the covenants and conditions set forth below, the parties agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

Section 1.1 **Certain Definitions**. As used herein, the following terms have the meanings indicated:

(1) "**Affiliate**" means (a) any corporation in which Borrower directly or indirectly owns or controls more than ten percent (10%) of the beneficial interest, (b) any partnership, joint venture or limited liability company in which Borrower is a partner, joint venturer or member, (c) any trust in which Borrower is a trustee or beneficiary, or (d) any entity of any type which is directly or indirectly owned or controlled by Borrower.

(2) "**Bankruptcy Party**" has the meaning assigned in Section 9.7.

(3) "**Business Day**" means a day other than a Saturday, a Sunday, or a legal holiday on which Lender is not open for general banking business.

(4) "**Commitment**" means the term sheet dated May 24, 2010, issued by Lender and accepted by Borrower.

(5) "**Covenant Certificate**" has the meaning assigned in Section 6.3.

(6) "**CUNA**" means the "Change in Unrestricted Net Assets" as shown on the annual financial statements of the Borrower delivered pursuant to Section 6.1.

(7) "**Debt**" means, for any Person, without duplication: (a) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its assets is liable, (b) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility, (c) all amounts required to be paid by such Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (d) all indebtedness guaranteed by such Person, directly or indirectly, (e) all obligations under leases that constitute capital leases for which such Person is liable, and (f) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

(8) "**Debt Service Coverage Ratio**" means (a) CUNA minus comprehensive campaign gifts and non-cash revenues plus non-cash expenses, divided by (b) the sum of the current principal amortization of all long term Debt with the exception of the Term Loan plus interest expense.

(9) "**Default Rate**" means the lesser of (a) the maximum rate of interest allowed by applicable law, or (b) five percent (5%) per annum in excess of the Index Rate.

(10) "**District**" means the Coast Community College District.

(11) "**Event of Default**" has the meaning assigned in Article 8.

(12) "**Existing Debt**" means of the obligations of Borrower to Lender described as the Equipment Line, Term Loan and Working Capital Line pursuant to the Existing Agreement.

(13) "**FCC**" means the Federal Communications Commission.

(14) "**Fiscal Year**" means each twelve month period commencing on July 1 and ending on the following June 30.

(15) "**Index Rate**" has the meaning assigned in Section 2.2.

(16) "**Intercreditor Agreement**" means the Intercreditor Agreement dated November 1, 2004 by and between Lender and the District.

(17) "**Interest Payment Date**" has the meaning assigned in Section 2.3(1).

(18) "**Interest Reserve**" means the account established by Borrower with Lender (Account Number _____).

(19) "**Libor Rate**" means the floating London Interbank Offered Rate on thirty (30) day U.S. Dollar denominated deposits as determined by the Lender as of 11:00 a.m. (Eastern Time) on any Business Day rounded up to the nearest one-eighth of one percent (1/8%).

(20) "**Lien**" means any interest, or claim thereof, securing an obligation owed to, or a claim by, any Person other than the Borrower, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes; provided, however, that: a lien securing the payment of taxes, assessments or other governmental charges or levies not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided adequate provision is made for the eventual payment thereof in the event it is found that such are payable; a Lien securing a Debt limited to assets consisting only of equipment and personal property acquired after the date of this Agreement with the proceeds of such Debt provided that such Liens are created at the time of the acquisition of the related asset and the amount of the Debt does not exceed one hundred percent (100%) of the fair market value of the related asset on the date the Lien is created, and any refundings, extensions or refinancings of the foregoing, provided that any such refunding, extension or refinancing does not increase the amount of the related Debt; shall each not be considered a Lien.

(21) "**Loan**" means the Term Loan and all other amounts secured by the Loan Documents.

(22) "**Loan Documents**" means: (a) this Agreement, (b) the Note, (c) the Security Agreement, (d) the Intercreditor Agreement, (e) Uniform Commercial Code financing statements, (f) such assignments of agreements, contracts and other rights as may be required under the Commitment or otherwise requested by Lender, (g) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, and (h) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

(23) "**Net Surplus**" means CUNA minus the sum of the current principal amortization of all long term Debt plus interest expense.

(24) "**Note**" means the Secured Promissory Note of even date, in the stated principal amount of [$4,050,000], executed by Borrower and payable to the order of Lender in evidence of the Loan.

(25) "**Notice**" has the meaning assigned in Section 10.1.

(26) "**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

(27) "**Pledge or Pledges**" means the written promises identified as "A-Pledges" and "B-Pledges" to pay funds to Borrower listed on Exhibit "A" attached.

(28) "**Post-Closing Pledges**" means written promises (other than a Pledge) to pay funds to Borrower which funds are unrestricted in their use or otherwise permitted by the promissor and, in each instance, committed by the Borrower, to be used solely for the purpose of repaying the Loan, which such written promises are from "donors" and are otherwise in form and substance acceptable to Lender.

(29) "**Potential Default**" means the occurrence of any event or condition which, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

(30) "**Purchase Agreement**" means that certain Asset Purchase Agreement dated March 17, 2004 by and between Borrower and the District.

(31) "**Security Agreement**" means the Security Agreement of even date executed by Borrower and Lender, as amended from time-to-time.

(32) "**Sinking Fund Account**" has the meaning assigned in Section 7.10.

(33) "**State**" means the State of California.

(34) "**Term Loan**" has the meaning assigned in Section 2.1.

(35) "**Term**" means the period of time commencing on the date of execution of this Agreement and terminating on the Term Loan Maturity Date.

(36) "**Term Loan Maturity Date**" means the earlier of (a) September 30, 2010, or (b) any earlier date on which the entire Loan is required to be paid in full, by acceleration or otherwise, under this Agreement or any of the other Loan Documents

ARTICLE 2

LOAN TERMS

Section 2.1 **The Loan**. A term loan of [FOUR MILLION FIFTY THOUSAND DOLLARS ($4,050,000)] (the "**Term Loan**") shall be funded in one advance in repayment of the Existing Debt and repaid in accordance with this Agreement.

Section 2.2 **Interest Rate and Late Charge**. The outstanding principal balance of the Term Loan (including any amounts added to principal under the Loan Documents) shall bear interest at a rate of interest equal to the Libor Rate plus five hundred basis points (5.0%) provided, however, that the interest rate shall be not less than eight and one-half percent (8.50%) (the "**Index Rate**"). Interest shall be computed on the basis of a fraction, the denominator of which is three hundred sixty (360) days and the numerator of which is, as applicable, the actual number of days elapsed from the date of the initial advance or the date on which the immediately preceding payment was due. If Borrower fails to pay any installment of interest or principal within ten (10) days after the date on which the same is due, Borrower shall pay to Lender a late charge on such past due amount, as liquidated damages and not as a penalty, equal to five percent (5%) of such amount, but not in excess of the maximum amount of interest allowed by

applicable law. While any Event of Default remains uncured, the Loan shall bear interest at the Default Rate. The Index Rate is not necessarily the lowest rate charged by Lender on its loans. The Index Rate will change as often and from time to time, as the Libor Rate changes, but not more frequently than once each calendar month (each, a "**Change Date**"). Lender will calculate the monthly payments due as of each Change Date and advise Borrower of the Index Rate in effect from time to time and the applicable interest payments due.

Section 2.3 **Terms of Payment**. The Loan shall be payable as follows:

(1) **Interest**. Commencing on July 1, 2010, and continuing throughout the Term, Borrower shall pay interest on the Loan in arrears on the first day of each month until all amounts due under the Loan Documents are paid in full (each such date being an "**Interest Payment Date**"). If and to the extent that there are sufficient funds in the Interest Reserve to do so, Lender is authorized and directed to apply the proceeds of the Interest Reserve on each Interest Payment Date to the payment of the foregoing interest.

(2) **Principal and Maturity**. On the Term Loan Maturity Date, Borrower shall pay to Lender all outstanding principal, accrued and unpaid interest, and any other amounts due under the Term Loan and otherwise under the Loan Documents.

(3) **Prepayment**. The Loan may be prepaid in whole or in part by Borrower at any time without penalty or premium of any kind.

Section 2.4 **Security**. The Loan shall be secured by the Security Agreement, and the other Loan Documents.

Section 2.5 **Modification of B-Pledges** Lender shall consent to a request by Borrower for a modification of the then outstanding amount under the B-Pledges in the following manner. Once each year following Lender's receipt of Borrower's written request, the aggregate amount of the obligations of the "donors" under the B-Pledges shall be reduced, effective as of July 1, by the sum of (a) any reduction in the principal amount of the Loan during the twelve-month period ending on the June 30 immediately prior to the July 1 effective date (the "**Current Year**") other than from the proceeds of a Pledge or a Post-Closing Pledge serving as a substitute for B-Pledges as a result of this calculation for a previous Fiscal Year, and (b) the amount of any Post Closing Pledges received during the Current Year, minus (c) the unpaid amount of any defaulted Pledges or Post-Closing Pledges serving as a substitute for the B-Pledges as a result of this calculation for a previous Fiscal Year to the extent not previously applied in calculating a permitted modification of B-Pledges pursuant to this sentence (the "**Reduction Amount**"). The Reduction Amount shall be applied pro-rata over the amount of B-Pledges then outstanding. By way of example only, assume that there are $10,000,000 in Pledges as of the Funding of the Term Loan, $5,000,000 of which is represented by five A-Pledges and $5,000,000 of which is represented by five, equal B-Pledges. Assume also that the Borrower received $1,000,000 of Post-Closing Pledges during the twelve-month period ending on June 30 and that there were no pledge defaults. The calculation would be as follows: $5,000,000 (i.e. amount of B-Pledges) minus $1,000,000 (i.e., Reduction Amount) equals $4,000,000 (i.e. new aggregate amount of B-Pledges) divided by five equals $800,000 (i.e. new amount of each of the B-Pledges).

ARTICLE 3

INSURANCE

Section 3.1 **Insurance**. Borrower shall maintain insurance as follows:

(1) **Casualty**. Borrower shall keep all of its real and personal property insured against damage by fire for the full insurable value thereof (based on replacement cost and without reduction for depreciation or co-insurance), and shall maintain such other casualty insurance, including, if available at commercially reasonable cost, earthquake insurance, as reasonably required by Lender. The insurance shall be not less than that encompassed by "Fire, Extended Coverage and Vandalism and Malicious" perils broadened to include the so-called "All Risk of Physical Loss" coverage. Borrower shall keep its real property insured against loss by flood if located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount at least equal to the lesser of (i) the maximum amount of the Loan or (ii) the maximum limit of coverage available under said act. Borrower shall not maintain any separate or additional insurance, which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to Lender in all respects.

(2) **Liability, Workers' Compensation and Business Interruption**. Borrower shall maintain (a) commercial general, public and broadcaster's liability insurance providing for limits of liability of not less than $5,000,000 per occurrence, (b) workers' compensation insurance covering all employees of Borrower, in an amount as reasonably required by Lender, (c) business interruption insurance equal to not less than $1,000,000, and (d) other liability insurance as reasonably required by Lender.

(3) **Form and Quality**. All insurance policies shall be endorsed in form and substance acceptable to Lender to name Lender as an additional insured, loss payee or mortgagee thereunder, as its interest may appear, with loss payable to Lender, without contribution, under a standard mortgagee clause. All insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies, as required by Lender in its sole judgment, licensed to do business in the State, with a rating of "A-IX" or better as established by Best's Rating Guide (or an equivalent rating approved in writing by Lender). Each policy shall provide that such policy may not be cancelled or materially changed except upon thirty (30) days prior written notice of intention of non-renewal, cancellation or material change to Lender and that no act or thing done by Borrower shall invalidate any policy as against Lender. If Borrower fails to maintain insurance in compliance with this Section 3.1, Lender may obtain such insurance and pay the premium therefor and Borrower shall, on demand, reimburse Lender for all expenses incurred in connection therewith. Borrower shall assign the policies or proofs of insurance to Lender, in such manner and form that Lender and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. Borrower shall deliver copies of all original policies certified to Lender by the insurance company or authorized agent, as being true copies, together with the endorsements required hereunder. The proceeds of insurance policies coming

into the possession of Lender shall not be deemed trust funds, and Lender shall be entitled to apply such proceeds as herein provided.

(4) **Adjustments**. Borrower shall give immediate written notice of any material loss to the insurance carrier and to Lender. Borrower hereby irrevocably authorizes and empowers Lender, as attorney-in-fact for Borrower coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds. Nothing contained in this Section 3.1(4), however, shall require Lender to incur any expense or take any action hereunder.

(5) **Use and Application of Insurance Proceeds**. Lender may apply any insurance proceeds it may receive to the payment of the Loan or allow all or a portion of such proceeds to be used for the restoration of the Borrower's property; provided, however, that so long as an Event of Default has not occurred, Lender shall, subject to procedures acceptable to Lender, permit Borrower to use the insurance proceeds for the restoration of the Borrower's property.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Borrower, and each of them, represents and warrants to Lender that:

Section 4.1 **Organization and Power**. Borrower is duly organized, validly existing and in good standing as a corporation under the laws of the State and is in compliance with all legal requirements applicable to doing business in the State.

Section 4.2 **Validity of Loan Documents**. The execution, delivery and performance by Borrower of the Loan Documents and the Purchase Agreement (a) are duly authorized and do not require the consent or approval of any other party or governmental authority which has not been obtained, and (b) will not violate any law or result in the imposition of any lien, charge or encumbrance upon the assets of Borrower, except as contemplated by the Loan Documents. The Loan Documents constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to principles of equity and applicable bankruptcy, insolvency, or similar laws generally affecting the enforcement of creditors' rights.

Section 4.3 **Liabilities and Litigation**.

(1) The financial statements delivered by Borrower are true and correct as of, and with no significant change since, the date of preparation. Except as disclosed in such financial statements, there are no liabilities (fixed or contingent). Except as disclosed in such financial statements, there is no litigation, administrative proceeding, investigation or other legal action (including any proceeding under any state or federal bankruptcy or insolvency law) pending or, to the knowledge of Borrower, threatened, against Borrower which if adversely determined could have a material adverse effect on such party or the Loan.

(2) Borrower is not contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and Borrower has no knowledge of any Person contemplating the filing of any such petition against it.

Section 4.4 **Other Agreements and Defaults**. Borrower is not a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affects the business, operations, or condition (financial or otherwise) of Borrower. Borrower is not in violation of any agreement which violation would have an adverse effect on Borrower, or Borrower's business, properties, or assets, operations or condition, financial or otherwise.

Section 4.5 **Compliance with Law**.

(1) Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate its properties and carry on its business.

(2) No condemnation has been commenced or, to Borrower's knowledge, is contemplated with respect to all or any portion of Borrower's real properties or for the relocation of roadways providing access to such properties.

Section 4.6 **Location of Borrower**. Borrower's principal place of business and chief executive offices are located at the address stated in the introductory paragraph of this Agreement.

Section 4.7 **Tax Filings**. Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable by Borrower.

Section 4.8 **Solvency**. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its Debts as such Debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Debts as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower).

Section 4.9 **Full and Accurate Disclosure**. No statement of fact made by or on behalf of Borrower in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower

can foresee, might materially and adversely affect the business, operations or condition (financial or otherwise) of Borrower.

ARTICLE 5

[INTENTIONALLY DELETED]

ARTICLE 6

FINANCIAL REPORTING

Section 6.1 **Financial Statements.** So long as Borrower is indebted to Lender under the Note and this Loan Agreement is in effect, Borrower shall provide to Lender within forty-five (45) days of the close of each fiscal quarter of the Borrower, internally prepared quarterly financial statements with respect to such quarter and within one hundred twenty (120) days of the close of each fiscal year of the Borrower, audited annual financial statements of the Borrower, certified by a certified public accountant acceptable to the Lender, each of which financial statements shall be in form and substance acceptable to Lender. The Lender shall also be provided with copies of any management letters prepared by the certified public accountant issuing the financial statements promptly upon receipt by Borrower.

Section 6.2 **Accounting Principles and Certification.** All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied from year to year. The quarterly financial statements shall be accompanied by a written statement of the Chief Financial Officer of Borrower certifying the financial statements to be true and correct.

Section 6.3 **Covenant Certificate.** Within forty-five (45) days of the close of each fiscal quarter of the Borrower and within one hundred twenty (120) days of the close of each fiscal year of the Borrower, Borrower shall provide to Lender a certificate (the "**Covenant Certificate**") of an authorized representative of the Borrower, in form and substance acceptable to Lender, certifying to the compliance of the Borrower with the covenants set forth in Section 7.5 and 7.9.

Section 6.4 **Pledge Schedule.** Within fifteen (15) Business Days following the close of each fiscal quarter of the Borrower, Borrower shall provide the Lender an internally prepared pledge schedule detailing the Pledges, the amount and term of the Post Closing Pledges received during the relevant quarter and the status (i.e. payments received and balances due) of all of the Pledges and Post Closing Pledges as of the end of the relevant quarter, which such pledge schedule shall be certified as to accuracy by the Chief Financial Officer of Borrower.

Section 6.5 **One Community Campaign.** . Within five (5) Business Days following the last day of each calendar month, Borrower shall provide the Lender with a detailed report, in form and substance acceptable to Lender, on the status of Borrower's "One Community Campaign".

Section 6.6 **Other Information.** Borrower shall deliver to Lender such additional information regarding Borrower (including updated information with respect to the Pledges, Post

Closing Pledges and the One Community Campaign) and its business, upon request therefor from time-to-time.

ARTICLE 7

COVENANTS

Borrower covenants and agrees with Lender as follows:

Section 7.1 **Due on Sale, Encumbrance and Transfers of Interests**. Without the prior written consent of Lender, Borrower shall not (a) directly or indirectly sell, transfer, convey, mortgage, pledge, or assign any interest in the assets of Borrower or any part thereof or (b) further encumber, alienate, grant a Lien or grant any other interest in any of the assets of Borrower or any part thereof, whether voluntarily or involuntarily. The foregoing to the contrary notwithstanding, Borrower may, without the prior written consent of Lender, sell any one asset for a purchase price of $20,000 or less, provided, however, that such transactions may not exceed an aggregate of $100,000 during any Fiscal Year.

Section 7.2 **Taxes and Charges**. Borrower shall pay before any fine, penalty, interest or cost may be added thereto, and shall not enter into any agreement to defer, any real estate taxes and assessments, income taxes, sales taxes, franchise taxes and charges, and other governmental charges that may become payable during the term of the Loan, and will, upon Lender's request, promptly furnish Lender with evidence of such payment.

Section 7.3 **Taxes on Security**. Borrower shall pay all taxes, charges, filing, registration and recording fees, excises and levies payable with respect to the Note or the Liens created or secured by the Loan Documents, other than income, franchise and doing business taxes imposed on Lender.

Section 7.4 **Legal Existence and Name.** Borrower shall preserve and keep in full force and effect its entity status, franchises, rights and privileges under the laws of the State, and all qualifications, licenses and permits applicable to the ownership, use and operation of its property. Borrower shall not wind up, liquidate, dissolve, reorganize, merge, or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, or acquire all or substantially all of the assets of the business of any Person, or permit any subsidiary or other Affiliate of Borrower to do so. Borrower shall conduct business only in its own name and shall not change its name, identity, or organizational structure, or the location of its chief executive office or principal place of business, or amend the articles of incorporation of each Borrower unless Borrower (a) shall have obtained the prior written consent of Lender to such change, and (b) shall have taken all actions necessary or requested by Lender to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Loan Documents. Borrower shall maintain its separateness as an entity, including maintaining separate books, records, and accounts and observing corporate status independent of any other entity, shall pay its obligations with its own funds and shall not commingle funds or assets with those of any other entity.

Section 7.5 **Limitation on Other Debt and Capital Expenditures**. Borrower shall not, except with the prior written consent of Lender, incur any Debt other than customary trade payables which are payable and shall be paid, within sixty (60) days of when incurred, operating leases and unsecured equipment financing. Borrower shall not, except with the prior written consent of Lender, incur any capital expenditures in excess of an aggregate of One Hundred Twenty-Five Thousand Dollars ($125,000) during any fiscal quarter of the Borrower.

Section 7.6 **Further Assurances**. Borrower shall execute and deliver such other documents necessary to enable Lender to perfect and maintain a perfected senior security interest in the "Collateral", as defined in the Security Agreement. Borrower shall promptly (a) cure any defects in Borrower's execution and delivery of the Loan Documents, and (b) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Lender may reasonably request to further evidence and more fully describe the collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any liens created under any of the Loan Documents, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith.

Section 7.7 **Estoppel Certificates**. Borrower, within ten (10) Business Days after request, shall furnish to Lender a written statement, duly acknowledged, setting forth the amount due on the Loan, the terms of payment of the Loan, the date to which interest has been paid, whether any offsets or defenses exist against the Loan and, if any are alleged to exist, the nature thereof in detail, and such other matters respecting the Loan as Lender reasonably may request.

Section 7.8 **Notice of Certain Events**. Borrower shall promptly notify Lender of (a) any Potential Default or Event of Default, together with a detailed statement of the steps being taken to cure such Potential Default or Event of Default; (b) any notice of default received by Borrower under other obligations material to Borrower's business; and (c) any threatened or pending legal, judicial or regulatory proceedings, including any notice of violation or investigation by the FCC or any dispute between Borrower and any other governmental authority, which could have a material adverse effect on Borrower or any entity comprising Borrower.

Section 7.9 **Financial Covenants**. Borrower will maintain a Debt Service Coverage Ratio equal to or greater than 1.10:1 at the end of each fiscal quarter for the previous three (3) quarters during Borrower's Fiscal Year ending on June 30, 2005 and for the previous four (4) fiscal quarters during Borrower's Fiscal Year ending on June 30, 2006 and equal to or greater than 1:20:1 at the end of each fiscal quarter for the previous four (4) quarters during Borrower's Fiscal Years ending on June 30, 2007, June 30, 2008, June 30, 2009 and June 30, 2010.

Section 7.10 **Sinking Fund**. Borrower shall promptly deposit all proceeds received by Borrower from the conduct of its "One Community Campaign" into an account established by Borrower with Lender (Account Number _____) ("**Sinking Fund**"). Borrower may only withdraw funds from the Sinking Fund Account with the consent of Lender.

Section 7.11 **Compliance**. Borrower shall at all times, operate KOCE-TV in accordance with the Federal Communications Act of 1934, as amended, and the rules,

regulations and policies of the FCC and shall obtain FCC renewal authorizations for the Licenses as necessary to the continued operation of KOCE-TV by Borrower.

ARTICLE 8

EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under the Loan:

Section 8.1 **Payments**. Borrower's failure to pay any regularly scheduled installment of principal, interest or other amount due under the Loan Documents within fifteen (15) days after the date when due, or Borrower's failure to pay the Term Loan at the Term Loan Maturity Date whether by acceleration or otherwise.

Section 8.2 **Insurance**. Borrower's failure to maintain insurance as required under Article 3.

Section 8.3 **Sale or Encumbrance**. A sale, transfer, conveyance, pledge, mortgage or assignment in violation of Section 7.1.

Section 8.4 **Covenants**. Borrower's failure to perform or observe any of the agreements and covenants contained in this Agreement or in any of the other Loan Documents (other than payments under Section 8.1, insurance requirements under Section 8.2, transfers and encumbrances under Section 8.3, and the Events of Default described in Sections 8.7 and 8.8 below), and the continuance of such failure for thirty (30) days after written notice by Lender to Borrower. However, subject to any shorter period for curing any failure by Borrower as specified in any of the other Loan Documents, Borrower shall have an additional thirty (30) days to cure such failure if (a) such failure does not involve the failure to make payments on a monetary obligation; (b) such failure cannot reasonably be cured within thirty (30) days; (c) Borrower is diligently undertaking to cure such default, and (d) Borrower has provided Lender with security reasonably satisfactory to Lender against any interruption of payment or impairment of collateral as a result of such continuing failure. The notice and cure provisions of this Section 8.4 do not apply to the Events of Default described in Section 8.5, Section 8.6, Section 8.7 and Section 8.8.

Section 8.5 **Representations and Warranties**. Any representation or warranty made in any Loan Document proves to be untrue in any material respect when made or deemed made.

Section 8.6 **Other Encumbrances and Agreements**. Any default under the Purchase Agreement or any document or instrument, other than the Loan Documents, evidencing or creating a Lien on the assets of Borrower or any part thereof.

Section 8.7 **Involuntary Bankruptcy or Other Proceeding**. Commencement of an involuntary case or other proceeding against Borrower or any other Person having an ownership interest in the Borrower (each, a "**Bankruptcy Party**") which seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any of its property, and such involuntary

case or other proceeding shall remain undismissed or unstayed for a period of sixty (60) days; or an order for relief against a Bankruptcy Party shall be entered in any such case under the Federal Bankruptcy Code.

Section 8.8 **Voluntary Petitions.** Commencement by a Bankruptcy Party of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its Debts or other liabilities under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for it or any of its property, or consent by a Bankruptcy Party to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or the making by a Bankruptcy Party of a general assignment for the benefit of creditors, or the failure by a Bankruptcy Party, or the admission by a Bankruptcy Party in writing of its inability, to pay its debts generally as they become due, or any action by a Bankruptcy Party to authorize or effect any of the foregoing.

ARTICLE 9

REMEDIES

Section 9.1 **Remedies - Insolvency Events**. Upon the occurrence of any Event of Default described in Section 8.7 or 8.8, the obligations of Lender to advance amounts hereunder shall immediately terminate, and all amounts due under the Loan Documents immediately shall become due and payable, all without written notice and without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or any other notice of default of any kind, all of which are hereby expressly waived by Borrower. However, if the Bankruptcy Party under Section 8.7 or 8.8 is other than Borrower, then all amounts due under the Loan Documents shall become immediately due and payable at Lender's election, in Lender's sole discretion.

Section 9.2 **Remedies - Other Events**. Except as set forth in Section 9.1, while any Event of Default exists, Lender may (a) by written notice to Borrower, declare the entire Loan to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor, notice of intent to accelerate the maturity thereof, notice of acceleration of the maturity thereof, or other notice of default of any kind, all of which are hereby expressly waived by Borrower, (b) terminate the obligation, if any, of Lender to advance amounts hereunder, and (c) exercise all rights and remedies therefor under the Loan Documents and at law or in equity.

Section 9.3 **Lender's Right to Perform the Obligations**. If Borrower shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then while any Event of Default exists, and without notice to or demand upon Borrower and without waiving or releasing any other right, remedy or recourse Lender may have because of such Event of Default, Lender may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Borrower. If Lender shall elect to pay any sum due, Lender may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, Lender shall not be bound to inquire into the validity of any apparent or

threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Borrower shall indemnify Lender for all losses, expenses, damages, claims and causes of action, including reasonable attorneys' fees, incurred or accruing by reason of any acts performed by Lender pursuant to the provisions of this Section 9.3, including those arising from the joint, concurrent, or comparative negligence of Lender, except as a result of Lender's gross negligence or willful misconduct. All sums paid by Lender pursuant to this Section 9.3, and all other sums expended by Lender pursuant to this Agreement or any of the other Loan Documents for which it is entitled to be indemnified, together with interest thereon at the Default Rate from the date of such payment or expenditure until paid, shall constitute additions to the Loan, shall be evidenced by and secured by the Loan Documents and shall be paid by Borrower to Lender upon demand.

ARTICLE 10

MISCELLANEOUS

Section 10.1 **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving party, or sent by telecopy (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 10.1). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended at its address set forth in the introductory paragraph of this Agreement. Any communication so addressed and mailed or sent by overnight courier shall be deemed to be given on the earliest of (a) when actually delivered, (b) on the first Business Day after deposit with an overnight courier service, or (c) on the third Business Day after deposit in the United States mail, postage prepaid, in each case to the address of the intended addressee, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by Lender or Borrower, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above, and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next Business Day if not confirmed during normal business hours, and an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 10.1. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address.

Section 10.2 **Amendments and Waivers**. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Section 10.3 **Limitation on Interest**. It is the intention of the parties to conform strictly to applicable usury laws. Accordingly, all agreements between Borrower and Lender with respect to the Loan are hereby expressly limited so that in no event, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to Lender or charged by Lender for the use, forbearance or detention of the money to be lent hereunder or otherwise, exceed the maximum amount allowed by law. If the Loan would be usurious under

applicable law (including the laws of the State and the laws of the United States of America), then, notwithstanding anything to the contrary in the Loan Documents: (a) the aggregate of all consideration which constitutes interest under applicable law that is contracted for, taken, reserved, charged or received under the Loan Documents shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on the Note by the holder thereof (or, if the Note has been paid in full, refunded to Borrower); and (b) if maturity is accelerated by reason of an election by Lender, or in the event of any prepayment, then any consideration which constitutes interest may never include more than the maximum amount allowed by applicable law. In such case, excess interest, if any, provided for in the Loan Documents or otherwise, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread from the date of advance until payment in full so that the actual rate of interest is uniform through the term hereof. If such amortization, proration, allocation and spreading is not permitted under applicable law, then such excess interest shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited on the Note (or, if the Note has been paid in full, refunded to Borrower). The terms and provisions of this Section 10.3 shall control and supersede every other provision of the Loan Documents. The Loan Documents are contracts made under and shall be construed in accordance with and governed by the laws of the State, except that if at any time the laws of the United States of America permit Lender to contract for, take, reserve, charge or receive a higher rate of interest than is allowed by the laws of the State (whether such federal laws directly so provide or refer to the law of any state), then such federal laws shall to such extent govern as to the rate of interest which Lender may contract for, take, reserve, charge or receive under the Loan Documents.

Section 10.4 **Invalid Provisions**. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

Section 10.5 **Reimbursement of Expenses**. Borrower shall pay all expenses incurred by Lender in connection with the Loan, including fees and expenses of Lender's attorneys, and fees, charges or taxes for the recording or filing of Loan Documents. Borrower shall pay all expenses of Lender in connection with the administration of the Loan, including attorney's fees and costs, audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto within fifteen (15) days of Lender's demand for such expenses. Borrower shall, upon request, promptly reimburse Lender for all amounts expended, advanced or incurred by Lender to collect the Note, or to enforce the rights of Lender under this Agreement or any other Loan Document, or to defend or assert the rights and claims of Lender under the Loan Documents (by litigation or other proceedings), which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be incurred by Lender in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on

each such amount from the date of disbursement until the date of reimbursement to Lender, all of which shall constitute part of the Loan and shall be secured by the Loan Documents.

Section 10.6 **Approvals, Third Parties and Conditions**. All approval rights retained or exercised by Lender are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other Person. This Agreement is for the sole and exclusive use of Lender and Borrower and may not be enforced, nor relied upon, by any Person other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in Lender's sole discretion.

Section 10.7 **Lender Not in Control and No Partnership**. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of Borrower, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower. Lender neither undertakes nor assumes any responsibility or duty to Borrower or to any other person with respect to the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (a) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower or its stockholders, members, or partners and Lender does not intend to ever assume such status; (b) Lender shall in no event be liable for any Debts, expenses or losses incurred or sustained by Borrower; and (c) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or its stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or any sharing of liabilities, losses, costs or expenses.

Section 10.8 **Time of the Essence**. Time is of the essence with respect to this Agreement.

Section 10.9 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and the respective successors and assigns of Lender and Borrower, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder. Borrower agrees to cooperate in any transaction pursuant to which Lender assigns any portion of the Loan or its rights under or delegates any portion of its duties under this Agreement to another institutional lender.

Section 10.10 **Renewal, Extension or Rearrangement**. All provisions of the Loan Documents shall apply with equal effect to each and all promissory notes and amendments thereof hereinafter executed which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan. For portfolio management purposes, Lender may elect to divide the Loan into two or more separate loans evidenced by separate promissory notes so long as the payment and other obligations of Borrower are not effectively increased or otherwise modified. Borrower agrees to cooperate with Lender and to execute such documents as Lender reasonably may request to effect such division of the Loan, provided, however, that Borrower shall not be responsible for any costs associated with such transaction.

Section 10.11 **Waivers**. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan Documents, shall operate as a waiver thereof.

Section 10.12 **Cumulative Rights**. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

Section 10.13 **Singular and Plural**. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

Section 10.14 **Phrases**. When used in this Agreement and the other Loan Documents, the phrase "including" shall mean "including, but not limited to," the phrase "satisfactory to Lender" shall mean "in form and substance satisfactory to Lender in all respects," the phrases "with Lender's consent," "subject to Lender's approval," "with Lender's approval" or the like, shall mean such consent or approval at Lender's sole discretion, and the phrase "acceptable to Lender" shall mean "acceptable to Lender at Lender's sole discretion" unless otherwise expressly stated to the contrary.

Section 10.15 **Exhibits and Schedules**. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

Section 10.16 **Titles of Articles, Sections and Subsections**. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

Section 10.17 **Promotional Material**. Borrower authorizes Lender to issue press releases, advertisements and other promotional materials in connection with Lender's own promotional and marketing activities, and describing the Loan in general terms and Lender's

participation in the Loan. All references to Lender or Borrower contained in any press release, advertisement or promotional material issued by the other party shall be approved in writing by the other party in advance of issuance.

Section 10.18 **Survival**. All of the representations, warranties, covenants, and indemnities hereunder and under the indemnification provisions of the other Loan Documents, shall survive the repayment in full of the Loan.

Section 10.19 **Waiver of Jury Trial.** To the maximum extent permitted by law, Borrower and Lender hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with this Agreement or any other Loan Document, or any course of conduct, course of dealing, statement (whether verbal or written) or action of either party or any exercise by any party of their respective rights under the Loan Documents or in any way relating to the Loan (including, without limitation, any action to rescind or cancel this Agreement, and any claim or defense asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for Lender to enter into this Agreement.

Section 10.20 **Waiver of Punitive or Consequential Damages.** Lender and Borrower hereby knowingly, voluntarily and intentionally waive the right to seek or receive from the other any punitive, exemplary or consequential damages which may be alleged as a result of the Loan or the transaction contemplated hereby, including any breach or other default by any party hereto.

Section 10.21 **Governing Law**. The Loan Documents are being executed and delivered, and are intended to be performed, in the State and the laws of the State and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in any of the Loan Documents.

Section 10.22 **Entire Agreement**. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. If any conflict or inconsistency exists between the Commitment and this Agreement or any of the other Loan Documents, the terms of this Agreement and the other Loan Documents shall control.

Section 10.23 **Attorneys' Fees** In the event that any proceedings are brought (in law or equity) with respect to this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, in addition to the other remedies to which it may be entitled.

Section 10.24 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

EXECUTED as of the date first written above.

LENDER: **NCB, FSB**

By:_____
Bradley S. Keare
Its: Vice President

BORROWER: **KOCE-TV FOUNDATION**, a California non-profit public benefit corporation

By:_____

Its: _____

SCHEDULE 2.1

ADVANCE CONDITIONS

Part A - Initial Advance

PART A. CONDITIONS TO INITIAL ADVANCE.

The funding of the Term Loan shall be subject to the terms of the Commitment, and Lender's receipt, review, approval and/or confirmation of the following, at Borrower's cost and expense, each in form and content satisfactory to Lender:

1. Loan Documents. The Loan Documents, executed by Borrower and, as applicable, each other party to such Loan Documents.

2. District Estoppel. The Receipt by Lender of the agreement of the District, in form and substance acceptable to Lender, that the Loan as revised by this Agreement and the liens securing the Loan will continue to receive the benefits conferred by the Intercreditor Agreement including, in particular, Section 3 of the Intercreditor Agreement.

3. Origination Fee. Payment of the Origination Fee of $10,000 in cash, receipt of which is acknowledged by Lender.

4. Financial Conditions. No change shall have occurred in the financial condition of Borrower which would have, in Lender's judgment, a material adverse effect on Borrower's ability to repay the Loan or otherwise perform its obligations under the Loan Documents.

5. Fees. Borrower shall have provided for payment of Lender's costs and expenses in underwriting, documenting, and closing the transaction, including fees and expenses of Lender's outside counsel.

6. Interest Reserve and Sinking Fund Account. Borrower shall have deposited a minimum of $86,000 into the Interest Reserve and opened the Sinking Fund Account.

7. Other Documents. Borrower shall have furnished such other documents or items as Lender or its counsel reasonably may require.

8. Representations. The representations and warranties contained in this Loan Agreement and in all other Loan Documents shall be true and correct.

9. Default. No Potential Default or Event of Default shall have occurred or exist.

EXHIBIT A

PLEDGE SCHEDULE

(to be completed prior to funding)