
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, September 1, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session – Items on Agenda)

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

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

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

2.00 Closed Session

2.01 Recess to Closed Session

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Vice Chancellor of Finance and Administrative Services
 - b. Vice Chancellor of Educational Services and Technology
6. Classified Management

- a. Telecourse Marketing Director
- b. Director, Electronic Media & Publications
- c. Director, Telecourse Programs & Media
- d. Director, Instructional Design & Faculty Support

- 7. Classified Staff
 - a. Staff Specialist
 - b. Telecourse Marketing Coordinator
 - c. Staff Assistant
 - d. Staff Assistant
 - e. Electronic Media Publications Assistant
 - f. Electronic Media & Curriculum Publishing Assistant, Sr.
 - g. Web/Mm Dev-Military Programs
- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments
 - a. Staff Aide
 - b. Special Assignment
 - c. Maintenance & Operation, Lead
 - d. Special Assignment
 - e. Warehouse Coordinator
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

**2.01.02 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
 Jacobson v. Coast Community College District (Arbitration)
 Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
 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
 Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

**2.01.03 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)**

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

Agency Negotiator: Deborah Hirsh, 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

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

Position: Chancellor

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

2.03 Pledge of Allegiance – Trustee Jim Moreno

2.04 Report of Action in Closed Session (if any)

2.05 Public Comment (Open Session - Items on Agenda)

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2.06 Presentations, Ceremonial Resolutions and Public Hearings

3.00 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)

3.01 Announcement from Board President Patterson of Board Action from the August 27, 2010 Board of Trustees Meeting

3.02 Report from the Chancellor

3.03 Reports from the Presidents

3.04 Reports from the Officers of Student Government Organizations

3.05 Reports from the Academic Senate Presidents

3.06 Reports from Employee Representative Groups

3.07 Reports from the Board of Trustees

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

3.09 Opportunity for the Board of Trustees to Discuss the Orange County Fairgrounds

4.00 Matters for Review, Discussion and/or Action

4.01 Review of Board Meeting Dates

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

4.03 Opportunity for the Board to Review the Board Directives Log

4.04 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

CONSENT CALENDAR

5.00 Travel

5.01 Authorization for Attendance at Meetings and/or conferences

6.00 Authorization for Special Projects

6.01 Golden West College

6.02 Coastline Community College

6.03 Orange Coast College

7.00 Authorization to Apply for Funded Programs

7.01 Authorization to Apply for Funded Programs

8.00 Authorization to Enter Into Standard Telecourse Agreements

8.01 Coastline Community College

9.00 Approval of Clinical Contracts

9.01 Golden West College

9.02 Orange Coast College

10.00 Approval of Standard Agreements

10.01 Coastline Community College
Approve District Standard Scope of Work # 2010-26 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

- 10.02 District
Recommendation for Approval of Proposed Standard Automotive Internship Placement Agreement
- 11.00 Authorization for Purchase of Institutional Memberships**
- 11.01 District
- 11.02 Golden West College
- 12.00 Authorization for Off-Campus Assignments**
- 12.01 Coastline Community College
- 12.02 Orange Coast College
- 13.00 Authorization for Community Activities**
- 13.01 Golden West College
- 13.02 Orange Coast College
- 14.00 Personnel Items**
- 14.01 District
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
 - b. Authorization for Pay Changes, Academic Staff
 - c. Authorization for Contract Amendments Based upon Horizontal Salary Moves
 - d. Authorization for Professional Expert
 - e. Authorization for Monthly Travel Allowances
- 15.00 Authorization for Independent Contractors**
- 15.01 Golden West College
- 15.02 Coastline Community College
- 15.03 Orange Coast College
- 15.04 District
- 16.00 Authorization for Professional Development Program**
- 16.01 Coastline Community College
- 17.00 Approval of Purchase Orders**

17.01 District

18.00 Ratification/Approval of Checks

18.01 District

19.00 Check List for General Obligation Bond Fund

19.01 District

ACTION SECTION

20.00 Approval of Agreements

20.01 OCC - Approve Agreement between Sunrise Aviation Company Inc. and the Coast Community College District for the purpose of providing Private Pilot Flight Lab A 120

20.02 CCC - Approve Vendor Service Agreement between Shred Confidential, Inc. and the Coast Community College District to Provide Shredding Services

20.03 CCC - Approve Agreement between County of Orange and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training

20.04 CCC - Approve Agreement between the San Bernardino Community College District and Coast Community College District for the Use of the EduStream Web Service and Web Access Portal

20.05 OCC – Approve a Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District

20.06 GWC – Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for making the new Digital Media Program an Apple Authorized Training Program

20.07 DIS – Authorization to Enter Into a Non-Standard Hold Harmless Agreement between the City of Costa Mesa and the Coast Community College District (OCC) for Private Drain Lateral Connection by Orange Coast College to the City's Storm Drain System

20.08 DIS – Approval of Employment Agreement for Vice Chancellor of Finance and Administrative Services

20.09 DIS – Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology

20.10 GWC – Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for Golden West College to Create an Apple Authorized iPhone Development University Program

21.00 Buildings and Grounds Approvals

- 21.01 Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1700, 1730, and 1800 West Coast Highway, Newport Beach, CA
- 21.02 Authorization for Final Allocation of G.O. Bond Funds for Orange Coast College
- 22.00 General Items of Business**
- 22.01 CCC – Approval of Fiscal Year 2010-2011 Budget for Associated Student Government of Coastline Community College
- 22.02 CCC – Authorization to purchase equipment software and services as well as maintain agreement from ROI Networks to Upgrade Coastline College's Telephone Switch using CMAS Contract 3-09-70-1163B
- 22.03 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services
- 22.04 Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45
- 22.05 GWC - Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England
- 23.00 Resolutions**
- 23.01 Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution to Enter Into an Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College
- 23.02 Coast Community College District Board of Trustees Resolution # 10-18, Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting
- 23.03 Adoption of Resolution # 10-19 for Layoff Due to Lack of Funds: One Stop Center, Coastline
- 24.00 Approval of Minutes**
- 24.01 Approval of Minutes of Regular Meeting of August 18, 2010
- 25.00 Policy Implementation**
- 25.01 Student Role in Governance
- 26.00 Close of Meeting**
- 26.01 Public Comment (Items Not on Agenda)
- 26.02 Adjournment

**Wednesday, September 1, 2010
Regular Meeting**

1. Preliminary Matters

Subject	1.01 - 1.03 Preliminary Matters
Meeting	Sep 1, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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Agenda Item Details

Meeting Sep 01, 2010 - Regular Meeting
Category 2. Closed Session
Subject 2.01 - 2.06 Closed Session
Access Public
Type Closed Session

Public Content

2.01 Recess to Closed Session**2.01.01 Public Employment (Pursuant to Government Code 54957 (b)(1))**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Vice Chancellor of Finance and Administrative Services
 - b. Vice Chancellor of Educational Services and Technology
6. Classified Management
 - a. Telecourse Marketing Director
 - b. Director, Electronic Media & Publications
 - c. Director, Telecourse Programs & Media
 - d. Director, Instructional Design & Faculty Support
7. Classified Staff
 - a. Staff Specialist
 - b. Telecourse Marketing Coordinator
 - c. Staff Assistant
 - d. Staff Assistant
 - e. Electronic Media Publications Assistant
 - f. Electronic Media & Curriculum Publishing Assistant, Sr.
 - g. Web/Mm Dev-Military Programs
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
 - a. Staff Aide
 - b. Special Assignment

- c. Maintenance & Operation, Lead
- d. Special Assignment
- e. Warehouse Coordinator

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

2.01.02 Conference with Legal Counsel: Existing Litigation

(Pursuant to sub-section "a" of Government Code Section 54956.9)

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Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No.

30-2010-00380564

2.01.03 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

2.01.04 Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

Employee Organizations:

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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

2.01.05 Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Position: Chancellor

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

2.03 Pledge of Allegiance -Trustee Jim Moreno

2.04 Report of Action in Closed Session (if any)

2.05 Public Comment (Open Session - Items on Agenda)

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2.06 Presentations, Ceremonial Resolutions and Public Hearings

Administrative Content

Executive Content

3. Informative Reports

Subject 3.01 - 3.09 Informative Reports

Meeting Sep 1, 2010 - Regular Meeting

Category 3. Informative Reports

Access Public

Type Informative Reports

3.01 Announcement from Board President Patterson of Board Action from the August 27, 2010 Board of Trustees Meeting

3.02 Report from the Chancellor

Dr. Ding-Jo H. Currie

3.03 Reports from the Presidents (or designee)

Dr. Loretta Adrian, Coastline Community College

Dr. Dennis Harkins, Orange Coast College

Wes Bryan, Golden West College

3.04 Reports from the Officers of Student Government Organizations

Coastline Community College

Golden West College

Orange Coast College

3.05 Reports from the Academic Senate Presidents

Nancy Jones, Coastline Community College

Theresa Lavarini, Golden West College

Vesna Marcina, Orange Coast College

3.06 Reports from Employee Representative Groups

3.07 Reports from the Board of Trustees

Trustee Jerry Patterson, Board President

Trustee Dr. Lorraine Prinsky, Board Vice President

Trustee Jim Moreno, Board Clerk

Trustee Walter G. Howald

Trustee Mary L. Hornbuckle

Student Trustee Lee Fuller

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

Accreditation Committee

Audit Committee

Budget Committee

Career Technical Education Committee

Land Development Committee

Personnel Committee
Orange County Legislative Task Force

Land Development - September 9, 2010 at 2:00 p.m., Board of Trustees Conference Room

Personnel - September 20, 2010 at 10:00 a.m., Board of Trustees Conference Room

Career Technical Education - September 23, 2010 at 2:00 p.m., Board of Trustees Conference Room

Budget - October 12, 2010 at 2:00 p.m., Board of Trustees Conference Room

3.09 Opportunity for the Board of Trustees to Discuss the Orange County Fairgrounds

At the request of the Board President, Trustees shall have the opportunity to discuss the Orange County Fairgrounds.

4. Matters for Review, Discussion and/or Action

Subject	4.01 - 4.04 Matters for Review, Discussion and/or Action
Meeting	Sep 1, 2010 - Regular Meeting
Category	4. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

4.01 Review of Board Meeting Dates

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

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

October 20-23, 2010 Toronto, Ontario, ACCT Leadership Congress
November 7-9, 2010 Washington D.C., AACC Washington Institute
November 18-20, 2010 Pasadena, CA, CCLC Annual Convention and Partner Conferences
January 21-24, 2011 Sacramento, CA, CCLC Effective Trusteeship Workshop
January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop
January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference
January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute
February 13-16, 2011 Washington D.C., ACCT National Legislative Summit
March 8-11, 2011 Pacific Grove, CCLCAsilomar Leadership Skills Seminar
April 9-12, 2011 New Orleans, LA, AACC's Annual Convention
April 29- May1, 2011 Monterey, CA, CCLC Annual Trustees Conference
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

4.03 Opportunity for the Board to Review the Board Directives Log

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

4.04 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: November 2010
Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: The perimeter site work that was scheduled over the summer break has been completed and the temporary fencing will be relocated to allow students to utilize the new walkways. Furthermore, the City of Costa Mesa required footing and storm drain modifications have been completed. Installation of

cabinetry, ceiling grids, and painting continue on the building interior.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
Construction Manager: CW Driver
DSA Approval: April 2010
Construction Start: June 2010
Est. Completion: January 2011
Funding: Measure C General Obligation Bond

Project Status: The temporary modular complex is installed and will house the food service, Culinary Arts program, and ASOCC office for the duration of the Fall semester. The remodel of the existing building has encountered several unforeseen obstacles as is to be expected when remodeling a building that age. Despite the complications, the building is progressing quickly and remains on schedule for Spring 2011 re-opening.

Golden West College Learning Resource Center

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

Project Status: Similarly to the ABC project, the surrounding site work was a point of emphasis and progressed significantly during the summer months. Finish work continue on the building interior in preparation for an October 15th furniture delivery. A completion schedule has been issued to all trade contractors with the expectation of project completion by October 27th.

File Attachments

[9-1-10 Meeting.pdf \(16 KB\)](#)



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.

5. Travel

Subject 5.01 Authorization for Attendance at Meetings and/or Conferences

Meeting Sep 1, 2010 - Regular Meeting
Category 5. Travel
Access Public
Type Consent

(1) Meetings for the Board of Trustees

None.

(2) Meetings for Faculty and Staff

LORETTA P ADRIAN, President (CCC), to attend the Network of California Community College Foundations' Symposium, October 12-14, 2010, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$1,150, including a registration fee of \$350, to be paid from Foundation Funds. Lodging required on October 12th due to early morning meeting on October 13th.

LORETTA P ADRIAN, President (CCC), to attend the Community College League of California 2020 Vision Informational Workshop, September 21, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Management Conference Funds.

KIMBERLY R ALLEN, Admin Dir Fisci Affr (CCCD), to attend the ACBO (Association of Chief Business Officials) Fall 2010 Conference, October 25 - 27, 2010, Oxnard, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$285, to be paid from Mgmt Conf - Admin Services.

SYLVIA E AMITOELAU, Ed Media Designr Mil (CCC), to attend the Geological Society of America Conference, October 31-November 2, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$925, including travel by Air Coach, to be paid from ISD Ancillary Funds.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the Academic Senate for California Community Colleges Fall Plenary, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

MELISSA R BERTA, Instructor (OCC), to attend the 2010 Strengthening Student Success Conference, October 6 - 8, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$375, to be paid from Title III Categorical Funds.

SUSAN M BIERLICH, Director, Child Care Center (OCC), to attend the California Child Development Administrators Association Fall Technical Assistance and Statewide Meeting, October 27 - 29, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$270, travel by Air Coach, to be paid from Children's Center Foundation Funds.

JAMIE M BLAIR, Instructor (OCC), to attend the Academic Senate of California Community Colleges Fall Plenary Session, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

DENISE A CABANEL-BLEUER, Instructor (OCC), to attend the Academic Senate of California Community Colleges Fall Plenary, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

ERIC Y CHEN, Hourly Instructor (CCC), to attend the ExecuTrain-Vmware VSphere: Install, Configure and Manage 4.1

Conference, September 13-17, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$3,153, including a registration fee of \$2970, to be paid from VTEA Funds.

DING-JO H CURRIE, Chancellor (CCCD), to attend the American Council on Education Board of Directors' Meeting, September 26-28, 2010, Washington, DC, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's conference funds.

JOHN F DALE, Librarian (OCC), to attend the Academic Senate of California Community Colleges Fall Plenary Session, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

RICHARD G FORSBERG, Supv Applicatn Dev (CCCD), to attend the CA Community Colleges Banner Users Group Conference 2010 (3CBG), September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.

TRUDIE P GIORDANO, Workforce Specialist (CCC), to attend the Connecting Students to Careers for California Community College Students, October 25-27, 2010, Lake Arrowhead, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency.

DANIEL O GORMAN, Systm/Ntwrk Anlyst 1 (CCCD), to attend the Configuring, Managing and Troubleshooting Microsoft SharePoint 2010. 10174 TS, October 25 - 29, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$2,650, including a registration fee of \$2,376, to be paid from Application Support General CFCE Conferences.

DENNIS R HARKINS, President (OCC), to attend the Association of California Community College Administrators: Administration 201, Various Dates and Locations, without loss of salary, with reimbursement for allowable expenses of \$5,000, including a registration fee of \$3,500, travel by Air Coach, to be paid from President's Ancillary Budget, travel to occur on 4 separate occasions: 9/22/10 through 9/24/10, Los Angeles; 11/16/10 through 11/17/10, Pasadena; 2/21/11 through 2/23/11, Long Beach; 5/5/10 through 5/6/10, Sacramento; to be reimbursed for lodging due to late night and early morning meetings.

DEBORAH D HIRSH, Vice Chancellor (CCCD), to attend the Collective Bargaining Negotiations Training, October 18 - 19, 2010, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$450, travel by Air Coach, to be paid from Management Conference. To travel one day ahead of the ACHRO Conference (Control # 56508) to attend training on Collective Bargaining Negotiations. The costs for travel will be shared.

NANCY S JONES, Instructor (CCC), to attend the Academic Senate Vocational Education Committee Meeting, September 2, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

NANCY S JONES, Instructor (CCC), to attend the Statewide Career Pathways, September 9, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

VIRGINIA L KOMENDA, Instruc Assoc (Success Center) (OCC), to attend the Mid-Atlantic Writing Centers & International Writing Centers Association 2010 Conference, November 3 - 7, 2010, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$283, travel by Air Coach, to be paid from Title III Categorical Funds.

FREDERICK J LOCKWOOD, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Meeting, September 25, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

PETER S MAHARAJ, Internet Services Coordinator (CCC), to attend the Sharepoint Intelligence Conference, September 16, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$249, to be paid from IT Conference funds.

VESNA MARCINA, Instructor (OCC), to attend the Academic Senate of California Community Colleges Fall Plenary Session, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

ILIANA C MARIN, Grants Proj Asst (CCC), to attend the Business Education Statewide Advisory Committee Meeting, September 25, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

JEANNE M NEIL, Instructor (OCC), to attend the Academic Senate of California Community Colleges Fall Plenary Session, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

CHARLES A OOSTDYK, Applic Syst Anlys (CCCD), to attend the Configuring, Managing and Troubleshooting Microsoft SharePoint 2010. 10174 TS, October 25 - 29, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$2,650, including a registration fee of \$2,376, to be paid from Application Support General CFCE Conferences.

MARTHA M PARHAM, Dist Dir Mark & Pub (CCCD), to attend the National Council of Marketing and Public Relations Conference, September 22-24, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$375, travel by Air Coach, to be paid from Management Professional Development Funds.

OMID A POURZANJANI, Dean (GWC), to attend the California Community College Association for Occupational Education (CCCAOE), October 27-29, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$395, to be paid from VTEA/Perkins funds.

TRACEY L SANDERS, Staff Asst Sr (C) (CCCD), to attend the BoardDocs eGovernance Workshop, September 15 - 19, 2010, Atlanta, GA, without loss of salary, with reimbursement for allowable expenses of \$950, including travel by Air Coach, to be paid from District Conference Funds.

6. Authorization for Special Projects

Subject **6.01 Golden West College**
Meeting Sep 1, 2010 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

Fall 2010 Welcome Reception

Date(s): September 8, 2010

Department: International Student Program

Purpose: To welcome back new and continuing international students and celebrate the start of the fall semester

Cost/purpose/funding source: \$300 for refreshments, supplies and promotional items from International Student Program funds.

Texas Hold 'Em Tournament

Date(s): November 13, 2010

Department: Foundation

Purpose: Fundraising event

Cost/purpose/funding source: \$6,000 for food, beverages including beer and wine, facility rental and printing from Foundation funds.

High School Preview Day

Date(s): March 2, 2011

Department: Counseling

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

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

Subject **6.02 Coastline Community College**
Meeting Sep 1, 2010 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

EOPS/CARE Toy Drive
Date: October 4, 2010 - November 5, 2010
Location: College Center
Department: EOPS
Purpose: Employee Toy/Gift Drive for EOPS/CARE Holiday Party
Cost: No cost to College or District.

TechPrep Events and Meetings
Date: Various dates throughout 2010-11
Location: Various locations
Department: Office of Instruction
Purpose: Host various events and meetings.
Cost/Purpose: NTE \$20,000/Food, transportation, substitutes, supplies, independent contractors, vendors, development and distribution of print and web materials, equipment and meeting rooms.
Funding Source: VTEA TechPrep funds

Business Industry Collaborative (BIC) Meetings
Date: Various dates throughout 2010-11
Location: Various locations
Department: Office of Instruction
Purpose: Business Industry Collaborative to the State Chancellor's Office
Cost/Purpose: NTE \$5,000/Materials and Refreshments
Funding Source: CTE-VTEA-IB Discipline /Industry Collaborative for Business Education (BIC) grant funds

Ethnic Media Debriefing on Health Care Issues co-sponsored with the California Endowment Foundation
Date: September 8, 2010
Location: Garden Grove Center
Department: Public Relations
Cost/Purpose: Media and Community Relations
Funding Source: No cost to District or College

Subject	6.03 Orange Coast College
Meeting	Sep 1, 2010 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

Meetings and Events

Date: September 23, 2010

Department: OCC - Literature and Languages.

Purpose: To host launch event, English Professors Raymond and Loretta Obstfeld to coordinate the event.

Cost/Purpose/Funding source: All expenses NTE \$4,000 including food and printing, to be paid by ASOCC funds.

OCC Wind Ensemble Post-Concert Banquets

Dates: November 7, 2010 & May 22, 2011

Department: OCC - Music Department, Visual & Performing Arts

Purpose: Community outreach and recruitment

Cost/Purpose/Funding Source: Costs \$NTE 3,000 per banquet. Expenses to be paid from ASOCC funds.

Financial Aid Staff Training and Professional Development

Dates: August and September, 2010; February and April, 2011

Department: OCC - Financial Aid

Purpose: Staff training regarding regulations that have been modified for state and federal programs

Cost/Purpose/Funding Source: Expenses NTE \$4,000 to include food, supplies; to be paid from Board Financial Assistant Program funds.

Focus Day

Dates: September 10, 2010

Department: OCC - President's Office

Purpose: To welcome faculty to the fall semester and provide updates to staff and faculty

Cost/Purpose/Funding Source: Expenses NTE \$400 to include food, supplies; to be paid from Foundation and Staff Development funds

Meetings and Events

Dates: 2010 – 2011 Academic Year

Department: OCC – Re-Entry Center

Purpose: To host meetings and events including, but not limited to, a year-end celebration for Re-Entry students, faculty and staff.

Cost/Purpose/Funding Source: Expenses NTE \$1,000, including refreshments, to be paid from ASOCC funds.

7. Authorization to Apply for Funded Programs

Subject	7.01 Authorization to Apply for Funded Programs
Meeting	Sep 1, 2010 - Regular Meeting
Category	7. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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.

Coastline Community College has applied for the U.S. Department of Education, Office of Postsecondary Education grant titled "**Title III – Strengthening Institutions Program**". The Title III project will strengthen the capabilities and the reputation of Coastline as a college that emphasizes and supports "completion" of degree, transfers, and certificates as much as it has historically emphasized "access" to higher education. During the five-year grant, the college will increase by 1,000 the number of students considered transfer-ready, completing degrees, or earning certificates. Innovations will include recruitment of Student Liaison volunteers (to provide a personal point of contact for participating students) and implementation of an educational roadmap and tracking system (a self-service tool to help students manage their progress toward educational goals).

Fiscal Impact: If funded, Coastline Community College will receive \$2,000,000 over five years. The college will receive \$400,000 per year from October 1, 2010 through September 30, 2015.

Coastline Community College has applied for the U.S. Department of Education, Office of Postsecondary Education grant titled "**AANAPISI (Asian American Native American Pacific Islanders Serving Institutional Program) – Coastline Pacific Bridge Project**". The Pacific Bridge project will strengthen the capabilities and the reputation of Coastline as a college, which for its Asian American and Native American Pacific Islander (AAPI) students, emphasizes and supports "completion" of degrees and transfers as much as it has historically emphasized "access" to higher education. During the five-year grant, the college will increase by 500 the number of AAPI students enrolled in degree-application courses, earning an A.A. degree, and/or transferring to a university. Innovations will include recruitment of Student Liaison volunteers (to provide a personal point of contact for participating students) and implementation of an educational roadmap and tracking system (a self-service tool to help students manage their progress toward educational goals).

Fiscal Impact: If funded, Coastline Community College will receive \$2,000,000 over five years. The college will receive \$400,000 per year from October 1, 2010 through September 30, 2015.

Orange Coast College has received a sub-award funding agreement from the Los Rios Community College District for a project titled "**Los Rios HITECH Community College Consortium: Educating Information Technology Professionals in Health Care**". The purpose of this funding is to provide assistance to institutions of higher education, or consortia thereof, to establish or expand medical health informatics education programs to ensure the rapid and effective utilization and development of health information technologies.

Fiscal Impact: Orange Coast College will receive \$669,704 from April 2, 2010 through April 1, 2012.

8. Authorization to Enter Into Standard Telecourse Agreements

Subject	8.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Sep 1, 2010 - Regular Meeting
Category	8. Authorization to Enter Into Standard Telecourse Agreements.
Access	Public
Type	Consent

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

CHILD DEVELOPMENT: STEPPING STONES

Oregon Community College Distance Learning (OR)

Term of Agreement: September 1, 2010 – August 31, 2013

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Oregon Community College Distance Learning (OR)

Term of Agreement: September 1, 2010 – August 31, 2013

FACES OF CULTURE – REVISED

Oregon Community College Distance Learning (OR)

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

MASTERING THE COLLEGE EXPERIENCE

Oregon Community College Distance Learning (OR)

Term of Agreement: September 1, 2010 – August 31, 2013

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.

File Attachments

[Telecourses.pdf \(111 KB\)](#)

9. Approval of Clinical Contracts

Subject **9.01 Golden West College**
Meeting Sep 1, 2010 - Regular Meeting
Category 9. Approval of Clinical Contracts
Access Public
Type Consent

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

RENEWAL

St. Joseph Hospital of Orange Non-Standard Clinical Affiliation Agreement
Orange, California
September 1, 2010 – August 31, 2013
Compensation – None

College Hospital Cerritos Standard Clinical Affiliation Agreement
Cerritos, California
January 2, 2011 – December 31, 2014
Compensation – None

Western Medical Center, Santa Ana Non-Standard Clinical Affiliation Agreement (See Attachment # 1)
Santa Ana, California
November 1, 2010 – November 1, 2012
Compensation – None

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

File Attachments

[St. Joseph Hospital Clinical Agreement.pdf \(91 KB\)](#)

[WMC-SA Agreement.pdf \(222 KB\)](#)

Subject	9.02 Orange Coast College
Meeting	Sep 1, 2010 - Regular Meeting
Category	9. Approval of Clinical Contracts
Access	Public
Type	Consent

After review by District's General Counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into an amendment with the following institutions in connection with the Respiratory Care program which is 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.)

NEW AGREEMENT

Anaheim City School District Standard Educational Entity Clinical Affiliation Agreement
Anaheim, CA
Term: September 1, 2010 to July 30, 2015
Compensation: None

RENEW AGREEMENT

Palomar Medical Center Non-Standard Clinical Affiliation Agreement (See Attachment # 2)
Escondido, CA,
Term: September 16, 2010 to September 20, 2013
Compensation: None

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

10. Approval of Standard Agreements

Subject	10.01 Coastline Community College
Meeting	Sep 1, 2010 - Regular Meeting
Category	10. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2010-26 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 College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-26 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the development of a new one-day workshop for Procedures Skill Building. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$12,000 income, payable in five equal payments upon completion of five project milestones.

Subject **10.02 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 10. Approval of Standard Agreements
Access Public
Type Consent

Recommendation for Approval of Proposed Standard Automotive Internship Placement Agreement

The Coast Community College District (Golden West College) received funds through the American Reinvestment Recovery Act Grant and has established an unpaid internship program for the Automotive Service Training Program at the campus. The internship will give the students real world internship opportunities for skill building, work training, and work readiness activities related to Automotive Services Training.

The Risk Services department has worked with District General Counsel in preparing the attached proposed standard Automotive Internship Placement Agreement for Golden West College.

After review by District General Counsel, it is recommended by the Chancellor that the Board approve the proposed District Standard Agreement for use when assigning students for unpaid Automotive Internship opportunities. By using the standard agreement, contract originator can eliminate the need to provide 14 copies of the agreement to the Board Office when submitting for Board approval, thus reducing labor costs, copy costs, and paper waste. The contract originator will still provide Risk Services with four originals for the Board President's signature.

Fiscal Impact: Potentially significant savings on legal review costs, duplication costs, and staff labor costs. (See Attachment # 3)

File Attachments

[Standard GWC Automotive Student Internship Agreement \(ARRA\).doc \(59 KB\)](#)

11. Authorization for Purchase of Institutional Memberships

Subject	11.01 District
Meeting	Sep 1, 2010 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Community College League of California Policy & Procedure Services

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$1,500.00

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

Subject	11.02 Golden West College
Meeting	Sep 1, 2010 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

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

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$50

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

Name and Acronym: Orange County Training Managers Association (OCTMA)

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$70

Purpose: Network with all Orange County Police Departments Training Managers promoting GWC classes and keeping up with latest standards and testing.

Name and Acronym: California Swap Meet Owner's Association (CSMA)

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$600

Purpose: To be informed of changes in legislation and swap meet trends and issues that would affect the existence of the swap meet.

12. Authorization for Off-Campus Assignments

Subject	12.01 Coastline Community College
Meeting	Sep 1, 2010 - Regular Meeting
Category	12. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

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: Arellano, Christina
Title: EOPS Recruitment Technician
Organization: Delhi Community Center
Assignment: Director
Term: September 2, 2010 — June 30, 2011

Subject	12.02 Orange Coast College
Meeting	Sep 1, 2010 - Regular Meeting
Category	12. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

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: Moser, Melissa M.
Title: Director of Financial Aid
Organization: California Association of Student Financial Aid Administrators
Assignment: Vice President – Federal Issues
Term: September 2, 2010 – December 31, 2011

13. Authorization for Community Activities

Subject **13.01 Golden West College**
Meeting Sep 1, 2010 - Regular Meeting
Category 13. Authorization for Community Activities
Access Public
Type Consent

It is recommended that authorization be given for the following non-ADA generating Community Services activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Golden West College. It is further recommended that the Board President or designee be authorized to sign any applicable agreements.

The following not for credit programs will be offered by Community Services throughout fall 2009 and spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Revisions to Previous Board Action

ADVANCED MEDICAL INSURANCE BILLING, 5.5 hours, May 6, 2010 to June 30, 2011. Presenter Kris G. Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.
(Revision is to correct the name of the presenter. Previous Board approval: 5/5/10.)
Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006

INTRODUCTION TO MEDICAL INSURANCE BILLING, 13.0 hours, May 6, 2010 to June 30, 2011.
Presenter Kris G. Hall-Patterson of KGP Consulting, LLC, to receive \$56.00 per participant.
(Revision is to correct the name of the presenter. Previous Board approval: 5/5/10.)
Participant Fee: \$121.00 and \$69.00 Material Fee. (P) First offered in 2005

START A MEDICAL BILLING SERVICE, 2.75 hours, May 6, 2010 to June 30, 2011.
Presenter Kris G. Hall-Patterson of KGP Consulting, LLC, to receive \$28.50 per participant.
(Revision is to correct the name of the presenter. Previous Board approval: 5/5/10.)
Participant Fee: \$65.00 and \$29.00 Material Fee. (P) First offered in 2009

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5.5 hours, May 6, 2010 to June 30, 2011.
Presenter Kris G. Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.
(Revision is to correct the name of the presenter. Previous Board approval: 5/5/10.)
Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006

Subject	13.02 Orange Coast College
Meeting	Sep 1, 2010 - Regular Meeting
Category	13. Authorization for Community Activities
Access	Public
Type	Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of September 2, 2010 - June 30, 2011. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERTS

Flight Training Program, Fee: \$90, 1 hour. Presenter: Richard Young. Compensation equals 10% of the proceeds minus direct costs, including liability insurance, gas and airplane maintenance, to be paid to the OCC Aviation program. (P)

INDEPENDENT CONTRACTORS

IC Name: Newport Aquatics Center

Services: Presenter for the GOURMET ADVENTURES IN PADDLING OUTRIGGERS class, Fee: \$80, 4 hours. Class will be held out of the Newport Beach Aquatics Center.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: September 2, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Marshall Reddick Reality Inc.

Services: Presenter for the following classes: MAKING MONEY IN TODAY'S REAL ESTATE FORCLOSURE MARKET (Seminar, no-host lunch and optional tour upon availability), Fee: \$49/\$79 per couple plus \$25 materials fee payable to presenter, 8 hours. (P) and PROFITING WITH FIXER-UPPERS WITH OR WITHOUT THE WORK (Seminar, no host lunch), Fee: \$49/\$79 per couple plus \$25 materials fee payable to presenter, 8 hours. (P) Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: September 2, 2010 - June 30, 2011

Revised Terms of Agreement: September

Source of Funding: Community Education registration fees.

14. Personnel Items

Subject **14.01 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 14. Personnel Items
Access Public
Type Consent

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Pay Changes, Academic Staff
- c. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- d. Authorization for Professional Expert
- e. Authorization for Monthly Travel Allowances

File Attachments

[CM Personnel Items.pdf \(13 KB\)](#)

PERSONNEL ITEMS

a. 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:

Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Najman, Jonathan	OCC	Lab Instructional Asst-Chem	Resign	08/24/10

b. Authorization for Pay Changes, Academic Staff

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

Faculty

Cassens, Tresia, GWC, Librarian, increase total contract to A-V-11+Doc due to receipt of doctorate, effective 08/30/10.

c. 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 placements be authorized for the 2010-11 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Baker, Karen	OCC	IV 08	V 09
Ching, Berlynn	GWC	IV 09	V 10
Elliott, Kelli	OCC	III 11	IV 12
Goldstick, Deborah	GWC	III 10	IV 11
Lawler, William	GWC	II 07	IV 08

d. Authorization for Professional Expert

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

Lopez, Raya D., CCC, to provide graphic/design services for the Business Education Statewide Advisory Committee (BESAC) website for the Garden Grove Center, for the period 09/02/10 to 06/30/11, to be paid at \$10.00 per unit, 5 units per week for 40 weeks,

compensation to be \$2,000.00.

e. Authorization for Monthly Travel Allowances

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

CCC

Nguyen, Christine	\$225.00
Director, College Support Services	

15. Authorization for Independent Contractors

Subject **15.01 Golden West College**
Meeting **Sep 1, 2010 - Regular Meeting**
Category **15. Authorization for Independent Contractors**
Access **Public**
Type **Consent**

\$10,000 AND OVER

IC Name: Innovative Event Solutions

Services: Provide auction services for 2011 Golden West College Gala

Payment Schedule/Compensation: \$12,000, to be paid \$4,000 by September 5; \$3,000 by October 5; \$2,500 by December 15; \$2,500 by March 19, 2011.

Term of Agreement: September 2, 2010 – March 19, 2011

Source of Funding: Foundation funds

UNDER \$10,000

IC Name: Belo, Bruce

Services: Provide musical instrument repairs

Payment Schedule/Compensation: \$1,000, to be paid upon completion and receipt of invoice

Term of Agreement: September 2, 2010 – June 30, 2011

Source of Funding: District Music Department equipment repair funds

Subject **15.02 Coastline Community College**
Meeting Sep 1, 2010 - Regular Meeting
Category 15. Authorization for Independent Contractors
Access Public
Type Consent

\$10,000 AND OVER

IC Name: Yurtseven, Lale
Services: Provide coordination of activities for the Business Industry Collaborative (BIC) grant
Payment Schedule/Compensation: Upon receipt of invoice: \$2,000 on September 15, 2010; \$4,000 on December 10, 2010; \$4,000 on March 10, 2011; and \$8,000 on June 1, 2011; NTE \$18,000 dependent upon meeting the grant's objectives.
Term of Agreement: September 2, 2010 – June 30, 2011
Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Echinus LLC
Services: To support Coastline's Military Education Programs
Payment Schedule/Compensation: \$48,000 annually, paid monthly, at an hourly rate of \$24 per hour, inclusive of all approved expenses of \$1,500 yearly, including travel, based on actual costs supported by invoices and receipts submitted.
Term of Agreement: September 2, 2010 – June 30, 2011
Source of Funding: Contract Education funds

IC Name: Miscione, Alex
Services: Outreach/Marketing for Coastline's Military Programs
Payment Schedule/Compensation: \$22/hour paid monthly; NTE \$12,000 for fiscal year.
Term of Agreement: September 2, 2010 – June 30, 2011
Source of Funding: Contract Education funds

UNDER \$10,000

IC Name: Eberhardy, Diane
Services: To develop a training program for online instructors to increase online teaching effectiveness.
Payment Schedule/Compensation: Upon receipt of invoice: \$1,000 on September 15, 2010, \$2,000 on December 10, 2010, \$2,000 on March 10, 2011, and \$3,000 on June 1, 2011; NTE \$8,000 dependent upon completion of the project's requirements
Term of Agreement: September 2, 2010 – June 30, 2011
Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Linthicum, Steve
Services: To develop documentation and evaluation criteria for mini-grants.
Payment Schedule/Compensation: Upon receipt of invoice: \$1,000 on September 15, 2010; \$2,000 on December 10, 2010; \$2,000 on March 10, 2011; and \$3,000 on June 1, 2011; NTE \$8,000 dependent upon completion of the project's requirements
Term of Agreement: September 2, 2010 – June 30, 2011
Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Schulz, Amy
Services: To develop curriculum that integrates business soft skills into certificate and degree programs.
Payment Schedule/Compensation: Upon receipt of invoice: \$1,000 on September 15, 2010; \$2,000 on

December 10, 2010; \$2,000 on March 10, 2011; and \$3,000 on June 1, 2011; NTE \$8,000 dependent upon completion of the project's requirements.

Term of Agreement: September 2, 2010 – June 30, 2011

Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Huntington Commercial Publications

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-26, Procedures Skill Building

Payment Schedule/Compensation: \$6,000 upon completion of project deliverables.

Term of Agreement: September 2, 2010 - June 30, 2011

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 #2010-26, Procedures Skill Building

Payment Schedule/Compensation: \$4,000 upon completion of project deliverables.

Term of Agreement: September 2, 2010 – June 30, 2011

Source of Funding: Funds received from Chevron in support of this project.

Subject **15.03 Orange Coast College**
Meeting Sep 1, 2010 - Regular Meeting
Category 15. Authorization for Independent Contractors
Access Public
Type Consent

\$10,000 AND UNDER

IC Name: Active Lock and Safe

Services: To provide lock and key maintenance for oec Sailing's facility and vessels.

Payment Schedule/Compensation: NTE \$2000; total contract amount is \$2,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 19, 2010 - June 30, 2011

Source of Funding: To be paid from Sailing Center funds

IC Name: Ando, Arthur

Services: To serve as guest speaker for the Pilates Lecture Series.

Payment Schedule/Compensation: To be paid a total of \$200 for all guest speaking engagements, upon completion of services and receipt of invoice.

Term of Agreement: November 10, 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Cady, Amy

Services: To serve as guest speaker for the Pilates Lecture Series.

Payment Schedule/Compensation: To be paid a total of \$200 for all guest speaking engagements, upon completion of services and receipt of invoice.

Term of Agreement: October 6, 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Ducote, Ellen

Services: To serve as guest speaker for the Pilates Lecture Series.

Payment Schedule/Compensation: To be paid a total of \$200 for all guest speaking engagements, upon completion of services and receipt of invoice.

Term of Agreement: October 27, 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Hinkley, Trudy

Services: To serve as group leader in ESL Conversation and Pronunciation groups in

Payment Schedule/Compensation: To be paid a total of \$3,500 for all workshops led.

Term of Agreement: 2010 – 2011 Academic Year.

Source of Funding: To be paid from ASOCC funds

IC Name: Jackstin

Services: To redesign the wblconnections.com website.

Payment Schedule/Compensation: Jackstin to be paid by monthly invoice a total of \$8,000 upon completion of work and submittal of invoice.

Term of Agreement: September 2, 2010- June 30, 2011

Source of Funding: To be paid from Work-Based Learning Collaborative Grant, and Work-Based Learning

Ancillary Account.

IC Name: Mosher, L. Cameron

Services: To serve as a guest speaker on *The Principles of Empowerment* workshop in the fall semester.

Payment Schedule/Compensation: To be paid a total of \$150 for all guest speaking engagements.

Term of Agreement: Fall 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Pink, Kendel

Services: To serve as guest speaker for the Pilates Lecture Series.

Payment Schedule/Compensation: To be paid a total of \$200 for all guest speaking engagements, upon completion of services and receipt of invoice.

Term of Agreement: September 15, 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Stritch, Sheryl

Services: To serve as guest speaker for the Pilates Lecture Series

Payment Schedule/Compensation: To be paid a total of \$200 for all guest speaking engagements, upon completion of services and receipt of invoice.

Term of Agreement: December 1, 2010

Source of Funding: To be paid from ASOCC funds

IC Name: Van Noble, Patricia

Services: To serve as a guest speaker on *Becoming Math Confident* at the Re-Entry Center workshops.

Payment Schedule/Compensation: To be paid a total of \$700 for all guest speaking engagements.

Term of Agreement: 2010 – 2011 Academic Year.

Source of Funding: To be paid from ASOCC funds

Subject **15.04 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 15. Authorization for Independent Contractors
Access Public
Type Consent

\$10,000 AND OVER

IC Name: Eaton Cummings Group.

Services: Special Services for the District's Strategic Planning Process (Vision 2020).

Payment Schedule/Compensation: NTE \$70,000 in three installments: \$25,000 upon signing of contract; \$25,000 following final Chancellor's Forum and within 21 days of receipt of the preliminary report; and \$20,000 after completion of the final report and presentation to Trustees in May 2011.

Term of Agreement: September 2, 2010 – May 31, 2011.

Source of Funding: District-wide Master Plan

Admin Content

Submitted by Nancy Sprague

16. Authorization for Professional Development Program

Subject	16.01 Coastline Community College
Meeting	Sep 1, 2010 - Regular Meeting
Category	16. Authorization for Professional Development Program
Access	Public
Type	Consent

Nguyen, Binh, Program Manager Assistant, to attend Higher Education Leadership Program at California State University, Fullerton, from August 21, 2010 through December 10, 2010. Reimbursement of tuition and books for pursuit of Master Degree not to exceed \$3,000 maximum to be paid from Management Professional Development funds.

17. Approval of Purchase Orders

Subject **17.01 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 17. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[PurchaseOrderDIST.pdf \(14 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0321359	Kamran & Co Inc Bid No 1982 OCC Student Center Kitchen rebid Category M-Kitchen Equipment (GOB) Board Date: 07/21/10	OCC-GB	6250	706,000.00
P0321408	Computerland of Silicon Valley Renewal of Microsoft license agreement for campus. Board Date: 10/15/08	DIS	5638	141,050.00
P0321472	B & P Services Inc Special Services Bldg #10 emergency chiller repair/replacement (GOB)	OCC-GB	6250	70,000.00
P0321468	Goodwill of OC Sign language interpreter services	OCC	5899	48,000.00
P0321358	Native Electrical Construction Inc Bid No. 1983 OCC Horticulture Storage Electrical Project (GOB) Board Date: 07/21/10	OCC-GB	6120	47,353.00
P0321467	US Jetting LLC High pressure water jet	OCC	6401	41,963.68
P0321473	ROI Networks Inc Equipment and software for voice mail upgrade at Westminster One-Stop Center	DIS	6402	35,352.28
P0321394	MTGL Inc Geotechnical engineering, testing & inspection for OCC Student Center (GOB)	OCC-GB	6127	34,395.00
P0321417	Polar King Int'l Inc Walk-in freezer/refrigeration trailer	OCC	6401	30,896.34
P0321474	ROI Networks Inc Equipment and software for voice mail upgrade at Irvine One-Stop Center	DIS	6402	30,414.80
P0321395	Xerox Corp CCCD truck load of white copier paper	SB	4310	24,655.37
P0321415	Michael Brandman Assoc CCC Newport Beach Learning Center archaeological & paleontological inspection service (GOB) Board Date: 07/21/10	CCC-GB	6122	21,480.00
P0321426	VMI Inc VTEA film/video equipment	OCC	6411	16,562.82
P0321429	Superior Asphalt Paving Inc Asphalt repair maintenance-seal coating, sealer & striping Parking lot G (GOB)	OCC-GB	6120	15,808.00
P0321442	ProEducation Solutions LLC Federal student aid verification services	OCC	5899	15,000.00
P0321470	Electro Systems Electric Open PO for site repairs as needed	OCC	5665	15,000.00
P0321424	Belovac Industrial vacuum press for Voc Ed classes	OCC	6401	13,050.00
P0321471	Elmco Duddy	OCC-GB	6250	12,787.73

	Boilers for Bus Ed #01 and Health Center Bldgs (GOB)				
P0321418	Oskorus, David IC for new Physical Geology online course. Board Date: 05/19/10	CCC	5112	12,600.00	
P0321407	MailFinance Inc Lease & maintenance agreement for mail handling equipment	OCC	5682	12,396.12	
P0321427	Human Resource Marketing Services Inc HR mgmt service for the Los Rios Health Information Technology Consortium Grant	OCC	5899	10,900.00	
P0321391	Xerox Corp Lease & maintenance agreement for copier for Reprographics Dept	OCC	5638	10,723.00	
P0321392	Xerox Corp Lease & maintenance agreement for copier for Reprographics Dept	OCC	5638	10,723.00	
P0321393	Xerox Corp Lease & maintenance agreement for copier for Reprographics Dept	OCC	5638	10,723.00	
P0321443	Superior Asphalt Paving Inc Asphalt repair/maintenance-clean, seal coating & striping on Technology Rd (GOB)	OCC-GB	6120	10,615.00	
P0321403	Physician Sales & Service Inc Open PO for Nursing lab supplies	GWC	4312	10,000.00	
P0321469	Superior Asphalt Paving Inc Open PO for repairs to Adams parking lot	OCC	5665	10,000.00	
P0321362	Mustang Mechanical Contracting	DIS	5638	8,220.00	
P0321452	Superior Asphalt Paving Inc	OCC-GB	6120	7,545.00	
P0321456	Nikon Inc	OCC	6412	7,143.10	
P0321434	Olympus NDT Inc	OCC	6412	6,636.74	
P0321422	ShapeTools LLC	OCC	6412	6,560.13	
P0321428	Olympus NDT Inc	OCC	6412	6,436.11	
P0321466	Advantage Graphics & Printing	OCC	4321	5,432.06	
P0321409	ROI Networks Inc	DIS	5638	5,427.02	
P0321360	Office Depot	GWC	4312	5,000.00	
P0321432	Simplot Partners	OCC	4312	5,000.00	
P0321475	ROI Networks Inc	DIS	5899	4,800.00	
P0321476	ROI Networks Inc	DIS	5899	4,800.00	
P0321455	Modern Studio Equipment Inc	OCC	4312	4,778.67	
P0321397	Heat Transfer Solutions	GWC	5899	4,400.00	
P0321410	Barco Products Co	OCC-GB	4312	4,113.36	
P0321450	OCC Food Services	OCC	4312	4,000.00	
P0321451	Quality Aire	OCC	5638	4,000.00	
P0321374	VWR Int'l Inc	GWC	4312	3,900.00	
P0321478	Apple Computer Inc	OCC	5699	3,842.00	
P0321453	Image West TV	OCC	6411	3,574.12	
P0321361	SARS Software Products Inc	GWC	5699	2,700.00	

Purchase Orders

P0321366	Home Depot	GWC	4312	2,500.00
P0321368	Shinoda Design Center Inc	GWC	4312	2,500.00
P0321401	Andtech Corporation	OCC-GB	6269	2,469.25
P0321454	Eos Lighting LLC	OCC	6411	2,387.06
P0321396	Time Dated Services	DIS	4310	2,330.00
P0321433	Willdan	DIS	5899	2,000.00
P0321371	truWest Inc	GWC	4312	1,749.13
P0321400	Barnes & Noble Inc	CCC	7601	1,641.34
P0321357	Gunther's Athletic Service	GWC	4312	1,600.80
P0321464	Safeguard Business Systems Inc	DIS	4312	1,565.59
P0321411	Xerox Corp	GWC	5638	1,565.00
P0321398	College Board	CCC	4312	1,503.50
P0321390	Lynda.com	OCC	5699	1,500.00
P0321436	Carlton, Matthew	CCC	5112	1,500.00
P0321439	Awards Etc	GWC	4312	1,500.00
P0321458	Northern Tool & Equipment Co	OCC	4312	1,500.00
P0321375	Agile Sports Technologies	GWC	5899	1,400.00
P0321463	InfoSend	DIS	4321	1,360.73
P0321373	OC Fire Protection	CCC	5650	1,240.60
P0321372	ABC Window Cleaning Inc	CCC	5899	1,230.00
P0321416	Koenig, William	CCC	5112	1,200.00
P0321465	Image Printing Solutions	DIS	4321	1,050.53
P0321477	Other World Computing	OCC	4315	1,015.30
P0321376	Goodwill of OC	GWC	5899	1,000.00
P0321380	James Benedik Piano Service	GWC	5657	1,000.00
P0321388	Office Depot	GWC	4312	1,000.00
P0321431	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0321437	Titlewave Video Subtitling Service	GWC	5899	1,000.00
P0321479	Office Depot	CCC	4312	1,000.00
P0321449	Motion Industries Inc	OCC	6411	983.81
P0321333	B & B Services	OCC	5638	980.00
P0321382	JW Pepper & Son Inc	GWC	4312	900.00
P0321447	Lee Valley Tools Ltd	OCC	4312	853.69
P0321332	Thermo Fisher Scientific (Asheville) LLC	OCC	5638	826.00
P0321462	Amer Red Cross	OCC	4312	800.00
P0321414	Met-L-Chek Co	OCC	4312	782.02
P0321420	TechSmith Corp	OCC	5638	775.00
P0321430	Clay-King.com	OCC	4312	767.78
P0321404	CI Business Equipment Inc	DIS	4312	739.49
P0321419	Office Depot	DIS	4312	700.00
P0321457	Follett Higher Education Group Inc #1094	OCC	4312	700.00
P0321444	Tri-Anim Health Services	OCC	4312	625.20
P0321440	LawTech Publishing Co Ltd	GWC	4312	579.29
P0321377	Follett Higher Education Group Inc #1181	GWC	4312	500.00
P0321386	Follett Higher Education Group Inc #1181	GWC	4312	500.00
P0321425	ROI Networks Inc	DIS	5638	445.88
P0321441	Calif District Attorneys Assn	GWC	4312	421.94

Purchase Orders

P0321367	Apex Audio Inc	GWC	4677	400.00
P0321378	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0321387	Office Depot	GWC	4312	400.00
P0321381	JW Pepper & Son Inc	GWC	4312	300.00
P0321383	JW Pepper & Son Inc	GWC	4312	300.00
P0321461	Henry Schein Inc	OCC	5657	300.00
P0321363	Thomson Reuters/Barclays	OCC	6301	291.00
P0321364	EEDEC	DIS	5320	250.00
P0321435	Yosemite Water	CCC	4312	250.00
P0321446	Demco Inc	OCC	4312	231.18
P0321459	Dell Higher Education	OCC	4312	217.46
P0321379	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321385	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321438	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321384	Amsterdam Printing & Litho	GWC	4312	197.58
P0321406	Seal's Compressed Gases	OCC	5682	175.00
P0321399	Cummins-Allison Corp	GWC	5638	174.00
P0321365	Sims-Orange Welding Supply Inc	GWC	5638	100.00
P0321421	Apple Computer Inc	OCC	5699	84.83
P0321405	StampXpress	OCC	4312	68.44
P0321445	Hitt Marking Devices Inc	OCC	4312	53.17
Total				<u>1,588,739.04</u>

Object Code Legend

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

18. Ratification/Approval of Checks

Subject **18.01 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 18. Ratification/Approval of Checks
Access Public
Type Consent

File Attachments

[CheckApprovals 9-1-10.pdf \(203 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0146684	Medco Health Solutions Inc Medical Prescription Claims	249,451.15
0146683	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0146187	Coast Community College Dist CCCD Medical Claims	164,343.34
0146651	Coast Community College Dist CCCD Medical Claims	154,499.61
0146151	Marsh Risk & Insurance Svcs Ancillary Insurance Premimums	148,608.78
0146617	OCC AS #1500-1050-58520 College service charges	143,820.50
0146276	Constellation NewEnergy Inc Electricity district wide	83,711.02
0146188	Reliastar Life Insurance Co Life Insurance Premiums	82,957.56
0146190	Reliastar Life Insurance Co Reinsurance Premiums	75,646.50
0146604	Dell Higher Education Computers Vocational Ed/OCC	73,192.82
0146697	CCCD - SEOG SEOG Fall 25% match	67,000.00
0146170	Southern Calif Edison Co Electricity district wide	64,303.34
0146698	CCCD Student Refunds Student refunds	59,830.91
0146690	Apple Computer Inc Desktop Computers OCC	58,820.10
0146704	Dell Higher Education Computers Vocational Ed/OCC	51,814.08
0146189	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0146632	Studica Inc Classroom software	40,750.00
0146271	Burke Williams & Sorensen LLP General council legal services	37,388.64
0146250	SMS Systems Maintenance Services Inc Annual service maintenance agreement for servers	33,122.00
0146663	Delta Health Systems Medical Administrative Fees	27,759.00
0146265	Vision Service Plan Premium for VSP claims	26,984.06

		CheckApproval
0146152	Memorial Prompt Care Medical Group	26,823.00
	Student Health Services	
0146316	Cambridge West Partnership LLC	24,250.00
0146205	CCCD Student Refunds	20,333.00
0146114	CCCD Student Refunds	19,648.50
0146221	Keenan & Associates	18,426.00
0146096	Accrediting Commission-CJC	17,453.00
0146733	VeriSign Inc	17,399.00
0146649	Blue Cross	16,703.28
0146199	Apple Computer Inc	16,146.00
0146630	Southern Calif Edison Co	12,730.93
0146228	Mesa Consolidated Water Dist	11,996.66
0146230	Mobile Modular Management Corp	10,200.00
0146252	Spicers Paper Inc	9,454.73
0146299	Xerox Corp	9,131.35
0146749	First Colony Life Insurance Co	7,675.24
0146615	Leonard Chaidez Tree Service	7,200.00
0146633	Superior Asphalt Paving Inc	7,150.00
0146601	Constellation NewEnergy Inc	6,848.06
0146155	Mobile Modular Management Corp	6,706.91
0146262	Xerox Corp	6,340.47
0146691	B & P Services Inc	5,940.83
0146643	Xerox Corp	5,410.19
0146708	Deborah Hirsh	5,000.00
0146267	Apple Computer Inc	4,967.20
0146259	Union Bank	4,893.74
0146212	Gale Group Inc	4,572.90
0146634	The Gas Co	4,149.09
0146184	Care Resources Inc	4,126.75
0146709	Hobsons Inc	4,000.00
0146610	GWC Admissions & Records	3,965.00
0146722	Pacific Blue Micro	3,863.93
0146254	Steris Corp	3,803.30
0146707	Great Western Sanitary Supply	3,752.10
0146192	Vision Service Plan	3,540.90
0146589	Apple Computer Inc	3,526.56
0146616	OCC Ancillary #1000-24750-5120	3,408.00
0146285	Neo Networking Inc	3,000.00
0146641	David Whyte	2,717.00
0146235	Optima Network Services Inc	2,655.00
0146251	Special Pay Retirement Plan	2,525.04
0146234	Office Depot	2,520.09
0146224	Liebert Cassidy Whitmore	2,500.00
0146598	Chem Pro Laboratory Inc	2,478.00
0146213	GovConnection Inc	2,423.99
0146650	CCCD Workers Comp Trust Fund	2,418.06

		CheckApproval
0146115	CI Solutions	2,395.00
0146599	City of Garden Grove	2,105.63
0146298	Susan Wilcox	2,079.00
0146203	Blue Sky Outfitters	2,075.49
0146172	Student Insurance	2,000.00
0146736	Verizon Wireless	1,972.68
0146737	Verizon Wireless	1,900.79
0146122	CR & R Inc	1,900.14
0146738	Michael Vicioso	1,889.51
0146714	Johnstone Supply	1,801.70
0146191	Unum Ltc	1,752.50
0146612	Home Depot	1,743.24
0146718	Mobile Modular Management Corp	1,738.91
0146214	Grainger	1,711.24
0146713	ii Fuels, Inc	1,611.90
0146231	New Readers Press	1,609.30
0146177	Vietnamese Community of OC	1,600.00
0146281	Electro Systems Electric	1,520.00
0146600	Naomi Collins	1,500.00
0146255	T-Mobile USA	1,481.56
0146186	CCCD Workers Comp Trust Fund	1,472.11
0146180	Renah Wolzinger	1,470.00
0146368	James Farley	1,446.00
0146614	Key Equipment Finance Inc	1,426.03
0146175	tw telecom holdings Inc	1,407.87
0146731	Sy Nielson Service Inc	1,395.00
0146103	AT & T	1,320.57
0146182	Dept of Social Services	1,320.00
0146623	Red Wing Shoe Store	1,296.31
0146732	United Pumping Service Inc	1,262.81
0146699	CI Solutions	1,245.00
0146185	CCCD Workers Comp Trust Fund	1,224.96
0146117	City of Fountain Valley	1,223.84
0146284	Matrix Imaging Products LLC	1,195.00
0146253	Sport & Cycle Inc	1,175.41
0146176	Union Bank	1,153.50
0146111	Gail Call	1,098.10
0146258	The Gas Co	1,083.75
0146283	Irvine Pipe & Supply	1,079.98
0146734	Verizon California	1,033.12
0146216	Rumi Hashimoto	1,000.00
0146256	The Bank of New York Mellon	1,000.00
0146717	Mandic Motors	1,000.00
0146272	Carter Brothers Fire & Life Safety	999.83
0146352	James Carnett	994.50
0146246	S & R Sport	992.15

		CheckApproval
0146219	Daniel Johnson	978.40
0146201	B & P Services Inc	976.63
0146711	HSBC Business Solutions	960.26
0146207	Mark Craig	952.82
0146605	Dunn Edwards Corp	906.30
0146206	Constellation NewEnergy Inc	893.31
0146631	Star Microwave Service Corp	889.63
0146133	Fuller Engineering Inc	884.65
0146739	Waxie Sanitary Supply	878.44
0146098	ADI	860.91
0146209	Eastman Kodak Co	855.00
0146129	Ewing Irrigation Products Inc	833.92
0146173	Calvin Tang	821.96
0146104	B & P Services Inc	821.03
0146139	Nga Thi Hong	808.46
0146279	DataPipe Inc	800.00
0146223	Robert Lazarus	795.00
0146464	Joan Mondragon	773.50
0146499	Lan Pham	773.50
0146721	Office Depot	731.59
0146637	Verizon Wireless	722.52
0146559	Frank Visco	705.30
0146159	Barbara Price	700.00
0146160	Jack Price	700.00
0146169	Miriam Somoano	700.00
0146227	David Mehlhoff	700.00
0146287	Office Depot	669.77
0146685	Medco Health Solutions Inc	667.07
0146618	Office Depot	600.57
0146318	Hill Partnership Inc	596.48
0146278	Dakota Backflow Co	590.00
0146359	Mark Clark	552.50
0146422	Amy Karasuda	552.50
0146534	Carmen Smith	552.50
0146113	Rosalind Campbell	521.27
0146210	Eberhard Equipment Inc	512.84
0146296	United States Postal Service	500.00
0146627	SCRTTC	500.00
0146635	United States Postal Service	500.00
0146682	First Health	499.32
0146263	CCCD Workers Comp Trust Fund	497.06
0146695	BJ's Clothes	476.05
0146639	Verizon Wireless	473.57
0146595	Cal-Olympic Safety	467.39
0146198	Amtech Elevator Services	461.44
0146348	Roger Camp	442.00

		CheckApproval
0146351	Spencer Carle	442.00
0146394	Raymond Grimes	442.00
0146435	Brian Lewis	442.00
0146452	Lillian Matthews	442.00
0146529	Cheryl Shrock	442.00
0146146	Lab Safety Supply	433.66
0146126	Dolan, Kristina	428.27
0146118	City of Westminster	426.72
0146130	Farrar, Eric P.	424.49
0146178	White, Tracy L	424.49
0146128	Dumas, LaSonya	423.43
0146397	Kathleen Hancock	417.90
0146149	Ly, Linda	417.70
0146323	Robert Angus	416.10
0146334	Phillip Bernard	416.10
0146357	Ellen Church	416.10
0146447	Lorna Mack	416.10
0146479	Martin Newitz	416.10
0146487	Kenneth Ortiz	416.10
0146532	Bertine Slosberg	416.10
0146533	Kenneth Slosberg	416.10
0146652	Donald Collins	416.10
0146677	Judith Eastman	416.10
0146686	Frank Visco	416.10
0146145	Kutzarov, Kamen J.	413.89
0146217	Home Depot	407.57
0146608	GovConnection Inc	405.10
0146123	Culhane, Alexis R	404.36
0146171	Sperling, David	403.02
0146106	Ban, Daniel	401.66
0146140	Hong, Jennifer	401.66
0146154	Miller, Andrew	401.66
0146166	Sarad, Nakia J.	401.66
0146168	Sheng, Chuen Juei	401.66
0146179	WITHERS, GORDON S	401.66
0146157	Murray, Jennifer	391.16
0146611	GWC Food Services	389.60
0146124	Dao, Sarah T	389.53
0146158	Ngo, Ryan	386.05
0146134	Garcia, Michielle	382.32
0146621	Photography by Tony Kawashima Inc	381.71
0146222	Valerie Klein	380.00
0146121	Constellation NewEnergy Inc	356.73
0146248	Siemens Water Technologies Corp	349.59
0146638	Verizon Wireless	331.54
0146328	Sandra Badenoch	331.50

		CheckApproval
0146329	William Badenoch	331.50
0146330	James Baugh	331.50
0146331	Jane Bennett	331.50
0146336	Mary Bosse	331.50
0146337	Ann Boughey	331.50
0146338	Carolyn Breihan	331.50
0146339	John Breihan	331.50
0146360	Sharron Clark	331.50
0146363	Norman Cole	331.50
0146377	Rene Frutos	331.50
0146391	David Gray	331.50
0146414	William Hyde	331.50
0146415	Sylvia Impert	331.50
0146421	Sharon Jones	331.50
0146427	Robert Kurz	331.50
0146428	Sally Kurz	331.50
0146433	Janet Leland	331.50
0146461	Roger Megorden	331.50
0146498	Chuong Pham	331.50
0146500	Martha Pham	331.50
0146510	Judith Reese	331.50
0146519	Richard Rowe	331.50
0146536	Douglas Smith	331.50
0146540	Thomas Snyder	331.50
0146543	Wayne Steck	331.50
0146551	Joseph Surgenor	331.50
0146573	Douglas Winey	331.50
0146582	Bob Wright	331.50
0146583	Donna Wright	331.50
0146653	Stephen Cone	331.50
0146667	Ruth Dills	331.50
0146669	Jeffrey Dimsdale	331.50
0146750	John Mac Donald	331.50
0146247	Shred Confidential Inc	330.75
0146132	Flaherty, Anna J.	329.33
0146297	Verizon Wireless	321.39
0146703	Declues Burkett & Thompson LLP	319.00
0146225	Main Electric Supply Co	317.23
0146208	Corine Doughty	314.13
0146195	Airgas West Inc	311.06
0146392	Patricia Griggs	305.60
0146220	Johnstone Supply	305.20
0146705	Gale Group Inc	304.44
0146165	Vincent Rodriguez	301.40
0146153	Mesa Golf Carts Inc	294.71
0146319	Perry Ader	289.20

		CheckApproval
0146320	Dennis Alsted	289.20
0146321	Domenick Anadio	289.20
0146322	Jack Anderson	289.20
0146324	David Anthony	289.20
0146325	Joann Anthony	289.20
0146326	Mary Arnerich	289.20
0146327	Stephen Axelrad	289.20
0146332	Gail Berggren	289.20
0146333	Ronald Berggren	289.20
0146335	Dean Bosse	289.20
0146340	Kristina Bruning	289.20
0146342	Theresa Buckley	289.20
0146343	Dennis Butler	289.20
0146345	Jay Callaway	289.20
0146346	Patricia Callaway	289.20
0146347	Darline Calvert	289.20
0146349	Elvin Campbell	289.20
0146350	Patricia Candelaria	289.20
0146353	Minette Carter	289.20
0146354	Bruce Cary	289.20
0146355	Rosalia Caviezel	289.20
0146356	Kevin Chard	289.20
0146358	James Church	289.20
0146361	Thomas Clark	289.20
0146362	Mona Coates	289.20
0146364	Susan Coleman	289.20
0146365	Ann Egan	289.20
0146366	Robert Egan	289.20
0146367	Donna Falke	289.20
0146369	John Ferzacca	289.20
0146371	Sharon Folga	289.20
0146372	Edward Fratantaro	289.20
0146373	Donald Friedman	289.20
0146375	Annette Fruehan	289.20
0146376	Joel Fruehan	289.20
0146378	Charles Funsch	289.20
0146379	Sandra Funsch	289.20
0146380	Carol Garner	289.20
0146381	Lance Gilbertson	289.20
0146382	Nancy Gilbertson	289.20
0146383	Arne Gjertsen	289.20
0146384	Karen Gjertsen	289.20
0146385	Guy Glassford	289.20
0146387	Maureen Goldman	289.20
0146388	Michael Goldman	289.20
0146389	David Goshert	289.20

		CheckApproval
0146390	Judith Goshert	289.20
0146393	Frances Grigsby	289.20
0146395	Donald Grow	289.20
0146396	Linnea Guccione	289.20
0146398	Robert Hancock	289.20
0146399	Ann Harmer	289.20
0146401	Stephanie Hayward	289.20
0146402	Julie Hearlson	289.20
0146403	Linda Hehn	289.20
0146404	Jane Hilgendorf	289.20
0146405	Truyen Ho	289.20
0146406	Lou Hobbs	289.20
0146407	Denise Hogate	289.20
0146408	Arthur Hokanson	289.20
0146409	Judy Hokanson	289.20
0146410	Carol Holben	289.20
0146411	Beth Hooper	289.20
0146412	Alfred Huang	289.20
0146413	Eleanor Huang	289.20
0146416	Raymond Irvine	289.20
0146417	Hedy Ito	289.20
0146418	Francis Jessoe	289.20
0146419	Robert Johnson	289.20
0146420	Angelina Jones	289.20
0146423	Babette Kelly	289.20
0146424	Gloria Kinnevey	289.20
0146425	Karen Klammer	289.20
0146426	David Koenig	289.20
0146429	Edward Lambing	289.20
0146430	Nancy Lambing	289.20
0146431	Margaret Langhans	289.20
0146432	Lawrence Le Brane	289.20
0146434	June Leloup	289.20
0146436	Martin Lewis	289.20
0146437	Ralph Lewis Jr.	289.20
0146438	Yvonne Little	289.20
0146439	Kevin Long	289.20
0146440	Nettie Ann Loranger	289.20
0146441	Sally Lund	289.20
0146442	Charles Lussy	289.20
0146443	Mary Lussy	289.20
0146444	Richard Lutz	289.20
0146445	Sandra Lutz	289.20
0146446	Patricia Mac Kenzie	289.20
0146448	Neil Mackenzie	289.20
0146449	George Maine	289.20

		CheckApproval
0146450	Dick Marsh	289.20
0146453	Tara Maull	289.20
0146454	Michael Mayberry	289.20
0146455	James Mazur	289.20
0146456	Linda Mazur	289.20
0146457	Maryann Mc Manus	289.20
0146458	Richard McCollom	289.20
0146459	Diane Mefford	289.20
0146460	Jane Megorden	289.20
0146462	Phillip Miller	289.20
0146463	Charles Mitchell	289.20
0146465	Frank Montero	289.20
0146466	Isabel Montero	289.20
0146467	Cecelia Morris	289.20
0146468	Elaine Mullen-Barrett	289.20
0146469	David Munoz	289.20
0146470	Rolland Murray	289.20
0146471	Sharon Murray	289.20
0146472	Julie Myers	289.20
0146473	Mary Nash	289.20
0146474	Judith Neal	289.20
0146475	Charlanne Nee	289.20
0146476	Paul Nee	289.20
0146477	Barbara Newbern	289.20
0146478	Harold Newbern	289.20
0146480	Polly Norwood	289.20
0146481	Donna O'Neal	289.20
0146482	Connie Olson	289.20
0146483	Judith Olson	289.20
0146484	Donald Onishi	289.20
0146486	Michael Ortell	289.20
0146488	Harriet Ouellette	289.20
0146489	John Outwater	289.20
0146490	Alan Paladino	289.20
0146491	John Parker	289.20
0146492	Lucille Pascoe	289.20
0146493	Tony Pascoe	289.20
0146494	Willard Patterson	289.20
0146495	Jill Pearson	289.20
0146502	Terrance Pietenpol	289.20
0146503	Chester Platt	289.20
0146504	Frances Power	289.20
0146505	Richard Power	289.20
0146506	Marino Presutti	289.20
0146507	Rita Presutti	289.20
0146508	Leslie Purdy	289.20

		CheckApproval
0146509	George Reese	289.20
0146511	Guenter Rehm	289.20
0146512	Paula Rice	289.20
0146513	Robert Ricewasser	289.20
0146514	Edith Rietstra	289.20
0146515	Carl Roberson	289.20
0146516	Joel Rosenfeld	289.20
0146517	Ronald Ross	289.20
0146518	Willard Roundy	289.20
0146520	Donald Rueter	289.20
0146521	Armando Ruiz	289.20
0146522	Susan Ryder	289.20
0146523	Robert Sands	289.20
0146524	Patricia Scarfone	289.20
0146525	John Schaefer	289.20
0146526	Robert Seebold	289.20
0146527	Karen Shanley	289.20
0146528	Michael Shanley	289.20
0146530	Katherine Simon	289.20
0146531	Richard Simon	289.20
0146535	Charles Smith	289.20
0146538	Sandra Smith	289.20
0146539	Mary Snedeker	289.20
0146541	Michael Springer	289.20
0146542	Marlene Steck	289.20
0146544	Roy Stephens	289.20
0146545	Carol Stevens	289.20
0146546	Mark Stevens	289.20
0146547	Henry Stumpf	289.20
0146548	Megan Stumpf	289.20
0146549	Sandra Sukhov	289.20
0146550	Vladimir Sukhov	289.20
0146552	Theresa Tarlos	289.20
0146553	H Taussig	289.20
0146554	Dagny Tennyson	289.20
0146555	Thomas Timmons	289.20
0146556	Janet Tolson	289.20
0146557	Ann Tyree	289.20
0146558	Peter Vander Haeghen	289.20
0146560	Barry Wallace	289.20
0146561	Jolene Wallace	289.20
0146562	Kathleen Waterman	289.20
0146563	Norman Waterman	289.20
0146564	Judith Webb	289.20
0146565	Deven Werthman	289.20
0146566	Lynn Whitmore	289.20

		CheckApproval
0146567	Ilse Wilke	289.20
0146568	W.L.A. Wilke	289.20
0146569	Donna Williams	289.20
0146570	Lawrence Williams	289.20
0146571	Louis Willis	289.20
0146572	Norma Willis	289.20
0146574	Stanley Winter	289.20
0146575	Joyce Wofford	289.20
0146576	Judith Wolfe	289.20
0146577	Sharon Wolfe	289.20
0146578	Wayne Wolfe	289.20
0146579	Eimei Wong	289.20
0146580	Eugene Wood	289.20
0146581	William Workman	289.20
0146584	Betty Yang	289.20
0146586	Kathleen Yoder	289.20
0146587	Robert Yoder	289.20
0146648	Dean Anthony	289.20
0146654	Phyllis Cool	289.20
0146655	Michael Cox	289.20
0146656	Kathryn Crown	289.20
0146657	Lois Dalla Riva	289.20
0146658	Nadine Davis	289.20
0146659	Karen Decker	289.20
0146660	Sanford Decker	289.20
0146661	Dale Deffner	289.20
0146662	Karen Deffner	289.20
0146664	Carolyn Dennison	289.20
0146665	Bob Denton	289.20
0146666	Susanna Denton	289.20
0146668	Barbara Dilworth	289.20
0146670	Daniel Dodt	289.20
0146671	Sandra Dollente	289.20
0146672	Paul Donaldson	289.20
0146673	Michael Donoff	289.20
0146674	Sharon Donoff	289.20
0146675	Suzanne Droney	289.20
0146676	Joan Duffy	289.20
0146678	Stuart Eastman	289.20
0146679	Arlene Eckstein	289.20
0146680	Fred Eckstein	289.20
0146751	Darlene Windisch	289.20
0146289	Pacific Blue Micro	284.00
0146202	Black & Decker Inc	275.47
0146719	Newport Exterminating	269.50
0146628	Sehi Computer Products Inc	269.45

		CheckApproval
0146135	Guerrero, Lanakila	269.28
0146269	Baker & Taylor	256.60
0146603	Daniels Tire Service	253.85
0146702	CSCCU	250.00
0146156	Conrad Moreno	247.14
0146642	World Point	223.35
0146290	Rhino Electric Supply	221.99
0146386	Sherry Glassford	221.00
0146400	Connie Haw	221.00
0146485	Jeanette Onishi	221.00
0146496	Hildigard Peconic	221.00
0146537	Robert Smith	221.00
0146138	Home Depot	219.56
0146112	Rosalind Campbell	209.60
0146119	Coastal Carbonic	200.95
0146109	Beyaoju, Andrea L	200.00
0146110	Burkhart, Chelsie	200.00
0146237	Professional Plumbing Inc	200.00
0146204	Caston Office Solutions	198.97
0146688	Accurate Termite & Pest Control	198.00
0146740	Xerox Corp	194.07
0146194	Accurate Termite & Pest Control	194.00
0146344	Geraldine Cahill-Pickart	192.80
0146370	Gordon Fitzel	192.80
0146497	Jack Peconic	192.80
0146501	Gail Pickart	192.80
0146585	Ronald Yates	192.80
0146596	Calif Dept of Health Services-Facilities Lic	188.00
0146264	Kathleen McCarthy	182.74
0146120	Gregory Conner	180.00
0146291	Security Signal Devices	179.70
0146260	Verizon California	175.86
0146215	GWC Food Services	169.86
0146099	AT & T	168.32
0146689	Airgas West Inc	161.42
0146730	Suburban Water Systems	158.34
0146619	Par West Turf Services	157.58
0146609	Grainger	155.57
0146277	CW Dixon Associates Inc	150.00
0146594	Bee Busters Inc	150.00
0146640	Virtual Freelance Network	150.00
0146694	Bee Busters Inc	150.00
0146606	Eberhard Equipment Inc	148.27
0146148	Cheri Lawell	144.00
0146116	Cintas First Aid & Safety	141.07
0146626	Salinas, Arcadio	138.00

		CheckApproval
0146597	Calif Tool Welding Supply	137.84
0146268	AT & T	134.14
0146716	Alice Lei	132.00
0146141	Hub Auto Supply	131.66
0146317	Elmco Duddy	127.50
0146143	Johnstone Supply	123.77
0146710	Home Depot	123.70
0146101	AT & T	123.39
0146125	Dell Higher Education	123.38
0146244	Linda Rhines	121.65
0146706	GovConnection Inc	120.82
0146174	Tran, Judy	116.56
0146108	Lisa Becker	114.00
0146144	Gary Kinzer	114.00
0146181	Frank Woodard	114.00
0146700	Constellation NewEnergy Inc	113.05
0146374	Leslie Friedman	110.50
0146451	Douglas Mason	110.50
0146293	The Gas Co	109.51
0146292	Smith Pipe & Supply Inc	107.22
0146588	Accurate Termite & Pest Control	100.00
0146696	Calif Placement Assn	100.00
0146097	Accurate Termite & Pest Control	99.00
0146127	Dubon, Giovanni	98.26
0146735	Verizon California	98.04
0146727	Rhino Electric Supply	97.98
0146341	John Buckley	96.40
0146681	John Ferzacca	96.40
0146622	Pro Photo Connection Inc	94.08
0146107	Battery Systems Inc	93.39
0146613	Johnstone Supply	92.19
0146625	Rhino Electric Supply	87.75
0146294	Time Warner Cable	87.38
0146218	Christina Irvin	86.57
0146105	Linda Bagatourian	85.00
0146712	IBS of Calif Coast	84.61
0146693	Baker Rentals & Sales Inc	83.00
0146720	OC Business Journal	81.00
0146137	Lorraine Henry	80.71
0146229	Steven Mihatov	80.50
0146233	OCC Food Services	79.06
0146636	Richard Vasilik	78.30
0146629	Siemens Water Technologies Corp	74.06
0146692	Baker & Taylor	73.05
0146266	Vision Service Plan	71.50
0146197	Amer Medical Assn	69.76

		CheckApproval
0146167	Security Signal Devices	68.00
0146602	Cook, Ryan T.	68.00
0146102	AT & T	66.30
0146273	Chronicle of Higher Education	65.00
0146196	Alan's Lawnmower & Garden Ctr Inc	64.87
0146226	McMaster-Carr	64.15
0146620	Hai Pham	62.00
0146245	Vincent Rodriguez	60.00
0146270	Bernan Associates	60.00
0146590	Cristina Arellano	58.80
0146142	James Publishing Inc	58.29
0146295	Time Warner Cable	57.70
0146607	Federal Express Corp	55.80
0146261	Wards Natural Science	50.37
0146729	South Coast Higher Ed Council	50.00
0146136	Dale Harguess	48.50
0146200	AT & T	48.27
0146193	Vision Service Plan	44.40
0146164	Prudential Overall Supply Co	44.00
0146147	Robert Lane	43.56
0146242	Refrigeration Supplies Distrib	43.46
0146257	The Gas Co	42.00
0146728	Seal's Compressed Gases	40.50
0146236	Orange Coast Auto Repair	39.68
0146288	Orange Coast Auto Repair	39.68
0146701	Crown Ace Hardware	39.65
0146280	Day-Timer Inc	38.48
0146591	AT & T	36.45
0146592	AT & T	36.45
0146687	AA Equipment	36.07
0146723	PBS Distribution LLC	32.13
0146243	Regional Testing Center	30.00
0146286	Linda Newman	30.00
0146249	Smardan Supply Co-Orange Coast	27.97
0146624	Anita Renninger	27.51
0146238	Prudential Overall Supply Co	23.10
0146150	Peter Maharaj	23.00
0146282	Home Depot	21.74
0146715	Konica Minolta Business Solutions Inc	21.03
0146163	Prudential Overall Supply Co	19.11
0146239	Prudential Overall Supply Co	19.11
0146725	Prudential Overall Supply Co	19.11
0146162	Prudential Overall Supply Co	18.62
0146241	Prudential Overall Supply Co	18.62
0146726	Prudential Overall Supply Co	18.62
0146161	Prudential Overall Supply Co	16.28

		CheckApproval
0146240	Prudential Overall Supply Co	16.28
0146724	Prudential Overall Supply Co	16.28
0146274	City Of Newport Beach	13.75
0146100	AT & T	11.40
0146593	AT & T	11.08
0146211	Federal Express Corp	6.26
0146131	Federal Express Corp	5.52
	Total	\$ 2,602,871.55

19. Check List for General Obligation Bond Fund

Subject **19.01 District**
Meeting Sep 1, 2010 - Regular Meeting
Category 19. Check List for General Obligation Bond Fund
Access Private
Type Consent

File Attachments

[CheckApprovalsBond 9-1-10.pdf \(16 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0146746	T & Y Construction	317,475.00	420356
	Gwc Learning Resource Center Ph1		
0146645	Best Contracting Services Inc	225,943.65	420356
	Gwc Learning Resource Center Ph1		
0146183	El Camino Asphalt Paving Corp	124,325.00	420250
	OCC Parking lot upgrades		
0146744	Plumbing Piping & Construction Inc	94,638.24	420356
	Gwc Learning Resource Center Ph1		
0146748	Vector Resources Inc	82,567.04	420356
	Gwc Learning Resource Center Ph1		
0146315	UCMI Inc	24,920.00	420249
0146644	Bergelectric Corp	23,310.00	420249
0146646	Reliable Elevator of OC	17,368.20	420293
0146742	Gamma Builders Inc	11,664.00	420249
0146747	TYR Inc	11,428.00	420356
0146647	Sierra Lathing Co Inc	6,095.00	420249
0146745	Psomas	3,540.61	420207
0146312	Crack Patcher Inc	2,670.00	420233
0146300	ADI	1,426.50	420236
0146741	Carter Brothers Fire & Life Safety	1,200.00	420249
0146314	TBP Architecture Inc	585.00	420233
0146743	MTGL Inc	390.00	420356
0146313	Main Electric Supply Co	252.19	420249
0146303	C2 Reprographics	148.57	420207
0146302	C2 Reprographics	106.47	420207
0146306	C2 Reprographics	101.03	420249
0146305	C2 Reprographics	69.06	420248
0146308	C2 Reprographics	64.49	420207
0146307	C2 Reprographics	58.34	420207
0146301	C2 Reprographics	56.33	420201
0146310	C2 Reprographics	46.38	420207
0146304	C2 Reprographics	40.67	420207
0146309	C2 Reprographics	36.87	420207
0146311	C2 Reprographics	36.87	420207

Total

950,563.51

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 emending current District policies will be specifically noted. Current policies affected will be referenced.

20. Approval of Agreements

Subject	20.01 OCC - Approve Agreement between Sunrise Aviation Company Inc. and the Coast Community College District for the purpose of providing Private Pilot Flight Lab A 120
Meeting	Sep 1, 2010 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Action

Approve Agreement between Sunrise Aviation Company Inc. and the Coast Community College District for the purpose of providing Private Pilot Flight Lab A 120

Background: Sunrise Aviation (FBO) was contracted by the Aviation Pilot Program to manage the local fixed based operation including schedule of instructors for both ground and air time. The FBO will be paid a fee to schedule the aircraft and instructors for students enrolled in the Aviation Pilot Training program. OCC aircraft will only be available for use by OCC students enrolled full-time in the college aviation program and approved by the department head for flight instruction.

Goal/Purpose: To offer Private Pilot Flight Lab A120 to provide ground' and flight instruction to students enrolled in the OCCAPT courses.

Comments: Review and approved by District General Counsel and 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 Sunrise Aviation Company Inc. and the Coast Community College District for the purpose offering Private Pilot Flight Lab A120 to provide ground and flight instruction to students enrolled in the OCC APT courses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)

Fiscal Impact: Orange Coast College Community Education to pay Sunrise Aviation Company Inc. \$44.80 per hour for ground and flight hours for not more than 10 students times 10 hours per month.

File Attachments

[Community Ed - Sunrise Aviation Contract.pdf \(1,978 KB\)](#)

Subject **20.02 CCC - Approve Vendor Service Agreement between Shred Confidential, Inc. and the Coast Community College District to Provide Shredding Services**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **20. Approval of Agreements**

Access **Public**

Type **Action**

Approve Vendor Service Agreement between Shred Confidential, Inc. and Coast Community College District to Provide Shredding Services.

1. Background: Shred Confidential, Inc., located at 16016 Mariner Drive, Huntington Beach, CA 92649, will provide shredding services for the collection, storage, and destruction of Coastline Community College's confidential paper materials. Shred Confidential Inc. will destroy all confidential materials using mechanical shredding devices at or close to Coastline Community College's premises. Shred Confidential, Inc. will immediately provide Coastline with a Shredding Certificate at conclusion of the document destruction process and Coastline's confidential materials will be recycled or otherwise disposed of.

2. Goal/Purpose: To provide shredding services to Coastline Community College for security and confidentiality purposes.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Vendor Service Agreement with Shred Confidential, Inc. and the Coast Community College District. The term of this Agreement shall commence on September 2, 2010 and shall remain in force for an initial term of one year. It will automatically renew for an unlimited number of additional one-year terms unless terminated by either party, by written notice, at least 30 days prior to the expiration of either the initial term or any renewal term. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

5. Fiscal Review and Impact: \$2,808 annually/\$234 monthly to vendor.

File Attachments

[Shred Confidential.pdf \(381 KB\)](#)

Subject **20.03 CCC - Approve Agreement between County of Orange and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **20. Approval of Agreements**

Access **Public**

Type **Action**

Approve Agreement between County of Orange and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training.

1. Background: Since 2005, Coastline has been providing approved Workforce Investment Act (WIA) training programs to eligible participants as determined through the Orange County One-Stop Delivery Center. The purpose of these training programs is to prepare eligible participants for entry or re-entry into the labor force by providing training for demand occupations in Orange County. Currently, Coastline has 26 approved programs listed on the State of California Eligible Training Provider List (ETPL) which provide comprehensive training programs in demand occupations and which lead to a certificate, degree, credential, skill or competency. The WIA Training Provider Agreement outlines guidelines and requirements for the delivery of these programs to eligible participants referred by the Orange County WIA One-Stop System and WIA Youth Providers.

2. Goal/Purpose:

Provide training programs to eligible participants
Generate revenue for the college

3. Comments (if any): None

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 The County of Orange and the Coast Community College District to provide Workforce Investment Act (WIA) approved training. The term of the Agreement shall be from July 1, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

5. Fiscal Review and Impact: Gross income of \$1724-\$6500 per program enrollment.

File Attachments

[County of Orange-WIA.pdf \(1,071 KB\)](#)

Subject **20.04 CCC - Approve Agreement between the San Bernardino Community College District and Coast Community College District for the Use of the EduStream Web Service and Web Access Portal**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **20. Approval of Agreements**

Access **Public**

Type **Action**

Approve Agreement between the San Bernardino Community College District and Coast Community College District for the Use of the EduStream™ Web Service and Web Access Portal.

1. Background: EduStream™ is a proprietary web video streaming service and access portal created and maintained by the San Bernardino Community College District for the benefit of authorized academic users nationwide. EduStream™ provides services to colleges, universities, and higher education institutions' faculty and students for research and educational purposes. EduStream™ services are provided free of charge to community colleges in California under a grant from the California Community College Chancellor's Office.

2. Goal/Purpose: EduStream™ will link students and faculty to digital media, streaming video, and other educational materials for classroom and distance educational uses.

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 the San Bernardino Community College District and the Coast Community College District for the use of their EduStream™ web service and web access portal. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees. (See Attachment # 7)

5. Fiscal Review and Impact: Provided by a grant from the California Community College Chancellor's Office. No cost to District.

File Attachments

[EduStream.pdf \(131 KB\)](#)

Subject **20.05 OCC - Approve a Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **20. Approval of Agreements**

Access **Public**

Type **Action**

Approve a Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District

Background: This is an annual invitational contest that the Orange Coast College men's and women's cross-country teams host at Fairview Park.

Goal/Purpose: The goal/purpose of this agreement is to allow the Orange Coast College men's and women's cross-country teams to host an invitational meet at Fairview Park in the city of Costa Mesa on September 18, 2010.

Recommendation Statement: It is recommended that this agreement be approved as it has been a part of the Orange Coast College men's and women's cross-country team schedules for many years and it is the only contest that Orange Coast College hosts during the cross-country season. (See Attachment # 8)

Fiscal Impact: None

File Attachments

[City of Costa Mesa Contract.pdf \(219 KB\)](#)

Subject **20.06 GWC - Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for making the new Digital Media Program an Apple Authorized Training Program**

Meeting Sep 1, 2010 - Regular Meeting

Category 20. Approval of Agreements

Access Private

Type

Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for making the new Digital Media Program an Apple Authorized Training Program

1. Background Information: As part of revitalizing the CTE programs at GWC, three programs were merged to improve efficiency and increase enrollment. These programs included Broadcast Video Production, Audio Entertaining Technology (Recording Arts), and Digital Arts. This agreement will authorize our Digital Media program to prepare students for Apple products certifications.

2. Goal/Purpose: Augmenting our Digital Media program with material that will prepare students for Apple certifications will elevate the credibility of the program beyond what is common in other community college digital media programs. It will also prepare our students with the knowledge to take various Apple certification exams and in turn make them more marketable in the media industry.

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 Apple, Inc. and the Coast Community College District for enabling the Digital Media Program at Golden West College to become an Apple Authorized Training Program, from September 2, 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 # 9)

5. Fiscal Impact: None.

File Attachments

[Apple Authorized Training Center Agreement.pdf \(598 KB\)](#)

Subject **20.07 DIS - Authorization to Enter Into a Non-Standard Hold Harmless Agreement between the city of Costa Mesa and the Coast Community College District (OCC) for Private Drain Lateral Connection by Orange Coast College to the City's Storm Drain System**

Meeting Sep 1, 2010 - Regular Meeting

Category 20. Approval of Agreements

Access Public

Type Action

Authorization to Enter Into a Non-Standard Hold Harmless Agreement between the City of Costa Mesa and the Coast Community College District (Orange Coast College) for Private Drain Lateral Connection by Orange Coast College to the City's Storm Drain System

1. Background

The Coast Community College District (Orange Coast College) has applied to the City of Costa Mesa for an encroachment permit, which it has received, to connect its private drain lateral connection at the ABC building construction site, to the City's storm drain system within the City's storm drain easement on the Orange Coast College campus.

2. Goals /Purpose

This agreement holds the City harmless from liability arising from the OCC's new ABC building lateral drain connection into the City's storm drain system.

By connecting to the City's storm drain system, Orange Coast College's ABC building will comply with, and implement, Water Quality Management Plan requirements.

The ABC building's connection to the City's storm drain system satisfies Building Code Title 24 requirements.

3. Comments None

4. Recommendation Statement

After review by District Risk Services, the Assistant Director of Facilities, and the District's General Counsel, it is recommended by the Chancellor that the Board approve the Hold Harmless Agreement between the City of Costa Mesa and the Coast Community College District/Orange Coast College for private storm drain connection to the City's Storm Drain. (See Attachment # 10)

5. Fiscal Review and Impact

None

File Attachments

[City of CM HH agrmt.pdf \(203 KB\)](#)

Subject	20.08 DIS - Approval of Employment Agreement for Vice Chancellor of Finance and Administrative Services
Meeting	Sep 1, 2010 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement for Vice Chancellor of Finance and Administrative Services

After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the Vice Chancellor of Finance and Administrative Services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject **20.09 DIS - Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology**

Meeting Sep 1, 2010 - Regular Meeting

Category 20. Approval of Agreements

Access Public

Type Action

Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology

After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the Vice Chancellor of Educational Services and Technology. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Agenda Item Details

Meeting	Sep 01, 2010 - Regular Meeting
Category	20. Approval of Agreements
Subject	20.10 GWC - Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for Golden West College to Create an Apple Authorized iPhone Development University Program
Access	Public
Type	Action

Public Content

Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for Golden West College to Create an Apple Authorized iPhone Development University Program.

1. Background Information: The Computer Science Department at Golden West College is constantly working to keep its course offerings current with the industry and the state of technology. With the growth in the iPhone/iPad/iTouch/iPod devices and the related applications, there is a significant demand for training programs for the development of these applications.

2. Goal/Purpose: The Computer Science program at Golden West College has been approved through a Perkins grant proposal to design and implement iPhone/iPad/iTouch/iPod application development courses. As part of this activity, GWC needs to become an authorized iPhone Development University Program (iDUP) to gain access to the software development tools and support from Apple.

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 Apple, Inc. and the Coast Community College District for iPhone Development University Program starting in September 2010. Upon ratification by the Board of Trustees, Golden West College President, or designee, is authorized to sign the agreement electronically. (See Attachment # 11)

5. Fiscal Impact: None.

[Apple iPhone Developer Program Agreement.pdf \(218 KB\)](#)

Administrative Content

Executive Content

21. Buildings and Grounds Approvals

Subject **21.01 Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1700, 1730 and 1800 West Coast Highway, Newport Beach, CA**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **21. Buildings and Grounds Approvals**

Access **Public**

Type **Action**

Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1700, 1730 and 1800 West Coast Highway, Newport Beach, CA

1. Background:

California Environmental Quality Act (CEQA) Guidelines Section 15367 defines the Lead Agency as, "the public agency, which has the principal responsibility for carrying out or approving a project." Criteria considered in identifying the Lead Agency include whether the agency: 1) has the greatest responsibility for supervising or approving the project as a whole; 2) is an agency with the general governmental powers; and 3) will act first on the project in question (*CEQA Guidelines* Section 15051).

The Coast Community College District (CCCD) is proposing the Orange Coast College (OCC) Maritime Training Center (MTC) and Pedestrian Bridge project and will be responsible for approving and carrying out the project, within the City of Newport Beach. As permitted by California Government Code Section 53094 the District is seeking exemption from the requirements of Title 20 (Planning and Zoning Code) and designation of CCCD as the "Lead Agency" for purposes of compliance with the California Environmental Quality Act (CEQA).

2. Goal/Purpose:

Upon approval, the District will inform the City of Newport Beach of our intent to act as "lead agency" and the City will be afforded the opportunity to participate in the CEQA process. The District will proceed with the development of a Mitigated Negative Declaration to be presented for future Board consideration.

3. Comments: None

4. Recommendation Statement:

After review by Assistant Director of Facilities Planning and Construction it is recommended by the Chancellor to approve an exemption for the Coast Community College District from local zoning requirements of the City of Newport Beach, CA. It is further recommended to designate the Coast Community College District as Lead Agency for CEQA requirements and potential environmental impact reports.

Subject **21.02 Authorization for Final Allocation of G.O. Bond Funds for Orange Coast College**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **21. Buildings and Grounds Approvals**

Access **Public**

Type **Consent**

Authorization for Final Allocation of G.O. Bond Funds for Orange Coast College

1. Background

Measure C for \$370 million was approved by the voters in November 2002. Orange Coast College was provided with \$199 million from Measure C.

2. Goal/Purpose

To complete as many projects outlined in Measure C for Orange Coast College.

3. Comments

\$1.0 million allocation to the Planetarium will add significant presence at Orange Coast and to Orange County. K-12 and college students as well as the community will benefit from this project for years to come. The total project cost is estimated at \$9.8 million. Except for \$1.0 million from G.O. bond, all other funds will be raised by Orange Coast College and its Foundation.

4. Recommendation Statement

After review by the Facilities Committee at Orange Coast College, the Citizens' Oversight Committee, and the District Land Development Committee, it is recommended by the Vice Chancellor of Administrative Services that the Board authorize the final \$10 million allocation for the following projects:

Remaining Measure C Fund Projects for OCC

Estimated Measure C Dollars Available:	\$10,000,000
Math and Business Classroom Upgrades	\$ 3,000,000
Campus HVAC, Security, and Utilities	\$ 3,000,000
Adaptive Physical Education & Pool	\$ 700,000 (Planning Documents)
IDC Social Science & Literature/Language	\$ 2,000,000 (Local Match)
Planetarium	\$ 1,000,000 (Planning Documents)
Parking	\$ 300,000 (Merrimac Parking)

5. Fiscal Review & Impact

\$10 million from G.O. Bond funds.

Agenda Item Details

Meeting	Sep 01, 2010 - Regular Meeting
Category	22. General Items of Business
Subject	22.01 CCC - Approval of Fiscal Year 2010-2011 Budget for Associated Student Governemnt of Coastline Community College
Access	Public
Type	Action

Public Content

Approval of Fiscal Year 2010-2011 Budget for Associated Student Government of Coastline Community 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 2010-2011 budget for the Associated Students of Coastline Community College.

A copy of the Coastline Community College government's respective budget document is attached to each Trustee's Agenda (See Attachement # 12)

Administrative Content

Executive Content

Subject **22.02 CCC- Authorization to purchase equipment software and services as well as maintain agreement from ROI Networks to Upgrade Coastline College's Telephone Switch using CMAS Contract 3-09-70-1163B**

Meeting **Sep 1, 2010 - Regular Meeting**

Category **22. General Items of Business**

Access **Public**

Type **Action**

Authorization to purchase equipment software and services as well as a maintenance agreement from ROI Networks to upgrade Coastline College's Telephone Switch using CMAS Contract 3-09-70-1163B.

Pubic Contract Code 10298(a) provides authority for the governing board of any community college district the use of other Public Agencies contracts, master agreements, multiple award schedules (CMAS), cooperative agreements including agreements with entities outside the state and other types of agreements that leverage the state's buying power for the lease or purchase of equipment and to contract with suppliers awarded those contracts without further competitive bidding when the board has determined it to be in the best interest of the district.

The Coastline College Avaya Telephone switch is 14 years old and has exceeded its life cycle and is no longer supported by Avaya. An upgrade to the telephone switch along with a maintenance agreement will assure continued reliability with 8:00AM to 10:00PM maintenance and software support, as well as software upgrades.

After an extensive research and review by Administrative Director of District Information Services, Director of Purchasing, and the Vice Chancellor of Administrative Services, it is recommended that the Board of Trustees authorize the Director of Purchasing to issue a purchase order to ROI Networks, an authorized Avaya business partner, to perform the upgrades using CMAS contract number 3-09-70-1163B and any applicable fees and authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 13)

Fiscal Impact: \$127,619.12 (General Funds)

File Attachments

[ROI Networks Terms and Conditions\(2\) for CCCD.xls \(88 KB\)](#)

Subject	22.03 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services
Meeting	Sep 1, 2010 - Regular Meeting
Category	22. General Items of Business
Access	Public
Type	Action

Approval of Contractors for FY 2010-2011 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 2010-2011. 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, is authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Quality Light and Electrical
11055 Alder Avenue
Bloomington CA 92616

America West Landscape
15086 La Palma Drive
Chino CA 91710

Agenda Item Details

Meeting	Sep 01, 2010 - Regular Meeting
Category	22. General Items of Business
Subject	22.04 Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45
Access	Public
Type	Action

Public Content

Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45

1. Background

In changing times when the federal government is considering restructuring social security and the state government is looking for options for retirement, the District's responsibility to secure health benefits for all dedicated employees who have worked for the District for many years becomes even more important.

2. Goal/Purpose

To ensure funding for District Retiree Health Benefits Liabilities and meet the requirements of the Governmental Accounting Standards Board, GASB 45.

3. Comments

The District employed the services of Total Compensation Systems, Inc. and The Elper Company to perform Actuarial Studies of Retiree Health Benefits Liabilities for Coast Community College District. Based on the study by Total Compensation Systems, Inc., the District has \$90,466,126 in Past Service Liabilities as of May 1, 2010 and \$3,680,915 Active Employees Liabilities starting 2010-11. Based on the study performed by The Elper Company, the District has \$98,649,556 in Past Service Liabilities as of May 1, 2010 and \$3,648,996 in Active Employees Liabilities starting 2010-11. The District has chosen to make recommendations based on Total Compensation Systems, Inc. Actuarial Study.

4. Recommendation Statement

After review by the Vice Chancellor of Administrative Services, the Board Budget Committee, and the District Budget Advisory Committee, it is recommended by the Chancellor that the Board authorize implementation of the recommendations to mitigate Retiree Health Benefits Liabilities for the District.

Recommendation #1: Past Service Liabilities as of May 1, 2010 (\$90,466,126)

- Continue contribution of \$1.2 million savings from KOCE.
- Continue \$480,000 contribution from land development.
- Continue accumulate earnings in the account.
- Redirect KOCE note repayment of \$500,000 beginning 2011-12 or anytime the financial position stabilizes for the District.

Recommendation #2: Active Employees' Liabilities (normal cost, \$3,680,915 on yearly basis)

- Continue 2% of contract salaries towards normal cost.
- Continue contribution up to \$1 million from ending balance over and above designated reserve for contingency.

Recommendation #3: Deposit \$12,505,023 currently available at County Treasury immediately into irrevocable trust to minimize the annual required contribution.

Recommendation #4: Contributions during the year at County Treasury be withheld and deposited into irrevocable trust after the adoption of the final budget for the following year. For example, all contributions collected for 2010-11 deposited in the irrevocable trust after the adoption of the final budget for 2011-12.

5. Fiscal Review & Impact

2.0% of all contract employee salaries and up to an additional \$1.0 million from ending balance.

Administrative Content

Executive Content

Subject **22.05 GWC - Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England**

Meeting Sep 1, 2010 - Regular Meeting

Category 22. General Items of Business

Access Public

Type Action

Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England.

After review by the Dean of Social Sciences and the President of Golden West College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

David Moore, Golden West College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on May 5, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services and Technology be authorized to sign the agreement.

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

23. Resolutions

Subject **23.01 Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution to Enter Into an Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College**

Meeting Sep 1, 2010 - Regular Meeting

Category 23. Resolutions

Access Public

Type Action

Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution To Enter Into An Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College (See Attachment # 14)

Subject **23.02 Coast Community College District Board of Trustees Resolution # 10-18, Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting**

Meeting Sep 1, 2010 - Regular Meeting

Category 23. Resolutions

Access Public

Type Action

Coast Community College District Board of Trustees Resolution # 10-18, Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting (See Attachment # 15)

Subject	23.03 Adoption of Resolution # 10-19 for Layoff Due to Lack of Funds: One Stop Center, Coastline
Meeting	Sep 1, 2010 - Regular Meeting
Category	23. Resolutions
Access	Public
Type	Action

Adoption of Resolution for Layoff Due to Lack of Funds: One Stop Center, Coastline

Based on reduction in categorical funding (Workforce Development Act), the One-Stop Center, Coastline does not have the funding level necessary to support two classified positions. After review by the College President, the Vice Chancellor of Human Resources, and the Chancellor, it is recommended that the following Resolution be adopted by the Governing Board of the Coast Community College District regarding the layoff of two classified employees in the following classifications: Eligibility Technician – One-Stop Center and WIA Support Clerk – One Stop Center, due to lack of funds. The District should also be provided direction to notify affected employees of layoff to be effective October 18, 2010. (See Attachment # 16)

24. Approval of Minutes

Subject	24.01 Approval of Minutes of Regular Meeting of August 18, 2010
Meeting	Sep 1, 2010 - Regular Meeting
Category	24. Approval of Minutes
Access	Public
Type	Action

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the Regular Meeting of August 18, 2010 be approved.

File Attachments

[Min 8-18-10 Regular Meeting.pdf \(4,386 KB\)](#)

25. Policy Implementation

Subject	25.01 Student Role in Governance
Meeting	Sep 1, 2010 - Regular Meeting
Category	25. Policy Implementation
Access	Public
Type	Action

Adoption of Revised Policy # 030-9-1, Student Role in Governance

At the July 21, 2010 meeting, the Board of Trustees reviewed the proposed revisions to Policy # 030-9-1, Student Role in Governance. It is recommended by the Board President that the Board adopt revised Policy # 030-9-1, Student Role in Governance. (See Attachment # 17)

26. Close of Meeting

Subject	26.01 - 26.02 Close of Meeting
Meeting	Sep 1, 2010 - Regular Meeting
Category	26. Close of Meeting
Access	Public
Type	Action

26.01 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 of Trustees prior to speaking.

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

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

26.02 Adjournment



Regular Meeting
Board of Trustees
Coast Community College District

District Board Room

6:30 p.m. Regular Meeting

August 18, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on August 18, 2010 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

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

1.02 Roll Call

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

Trustees Absent: None

1.03 Public Comment (Closed Session – Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5.02 p.m. to discuss the following items:

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Interim Vice President, Student Services & Economic Development
 - b. Interim Director of Accessibility Center for Education (ACE)
6. Classified Management
 - a. Interim Director, Financial Aid
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
 - a. Director, College Support Services
9. Classified Temporary Assignments
 - a. Special Assignment
 - b. Groundskeeper, Lead
 - c. Staff Specialist
 - d. Executive Assistant to the President
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

Jacobson v. Coast Community College District (Arbitration)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094

Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951

Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E

Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

1.04.03 Conference with Legal Counsel: Anticipated Litigation

(Pursuant to sub-section "b" of Government Code Section 54956.9)

Significant exposure to litigation: Claim filed by FM & Sons

Significant exposure to litigation: Claim filed by Damian Rodriguez

1.04.04 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

1.04.05 Conference with Labor Negotiator

(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, 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

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

1.06 Pledge of Allegiance – Trustee Walt Howald

Trustee Walt Howald led the Pledge of Allegiance to the United States.

1.07 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 the Public Employment Items in Agenda Item 1.04.01 as amended. (See Appendix A, pages 24-63)

Motion carried with the following vote:

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

Dr. Teeter further reported that on a motion by Mr. Patterson and seconded by Trustee Howald, the Board voted unanimously to deny the claim of F M & Sons in Agenda Item 1.04.03 Conference with Legal Counsel: Anticipated Litigation.

Motion carried with the following vote:

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

Lastly, Dr. Teeter reported that on a motion by Mr. Patterson and seconded by Mr. Howald, the Board voted unanimously to deny the claim of Damian Rodriguez in Agenda Item 1.04.03 Conference with Legal Counsel: Anticipated Litigation.

Motion carried with the following vote:

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

1.08 Public Comment (Open Session – Items on Agenda)

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 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

Bond, Barbara, Dean, Physical Education and Athletics, retirement effective 08/03/10.

2.0 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 Report from the Chancellor

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board

2.02 Reports from the Presidents

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

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

2.03 Reports from the Officers of Student Government Organizations

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

Carleen Perez, Coastline Community College
David Salai, Golden West College

2.04 Reports from the Academic Senate Presidents

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

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President
Margaret Lovig, Coastline Community College (CCC) Academic Senate President
designee

2. 05 Reports from Employee Representative Groups

There were no reports from the Employee Representative Groups:

2. 06 Reports from the Board of Trustees

Board members provided individual reports.

2. 07 Reports from the Board Committees & Review of Board Committee Meeting Dates

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

Trustee Howald provided reports on the Career Technical Education and Land Development Committees.

2.08 Presentation to the Board of Trustees from Doug Bennett, Executive Director, Orange Coast College Foundation on the Orange Coast College Planetarium

Board President Patterson announced that this item had been placed on the Agenda due to a technical error, and that a report concerning the Orange Coast College Planetarium would be brought back to the Board at a later date.

2.09 Distance Education Report 2009/2010

Mr. John Breihan, Interim Vice Chancellor of Educational Services and Technology provided a report to the Board of Trustees on Distance Education initiatives throughout the Coast District.

3.0 Matters for Review, Discussion and/or Action

3.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the August 18, 2010 Agenda.

3.02 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.

3.03 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log.

3.04 Legal Opinion Regarding Revision to Board Policy #010-2-7

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to take this item in Closed Session as an urgent addition to the Agenda, Conference with Legal Counsel: Anticipated Litigation.

Motion carried with the following vote:

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

3.05 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the August 18, 2010 Agenda.

3.06 Discussion of District and College Foundations

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to create a Task Force on Auxiliary organizations to review compliance and documentation matters. Appointed to the Task Force were Mr. Patterson, Mr. Howald and Dr. Currie as member of staff.

Motion carried with the following vote:

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

4.00 Consent Calendar

Ms. Hornbuckle requested that two travel items be pulled from **Agenda Item 4.01 District Travel**, for Christian Teeter and Donna Waldfogel. On a motion by Ms. Hornbuckle and seconded by Mr. Howald, these items were amended to include air fare and reasonable expenses.

Motion carried with the following vote:

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

Agenda Item 7.01 Authorization to Apply for Funded Programs was pulled. After additional discussion, it was moved by Ms. Hornbuckle and seconded by Mr. Moreno that this item be approved.

Motion carried with the following vote:

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

Agenda Item 11.06 District Approval of Standard Architectural Services Agreement was pulled. After additional discussion, it was moved by Ms. Hornbuckle and seconded by Mr. Moreno that this item be approved.

Motion carried with the following vote:

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

Agenda Item 18.01 Authorization for Professional Development Program was pulled for discussion. On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted unanimously to approve this item.

Motion carried with the following vote:

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

On a motion by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted to approve the balance of the Consent Calendar.

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

23.0 Action Items – Approval of Agreements

23.01 GWC - Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be posted Online

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be posted online. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: One time annual payment of \$2,999.25 to be paid from Online Electronic Resources funds.

Motion carried with the following vote:

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

23.02 GWC - Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District to Administer the Puente Project

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the agreement between the Regents of the University of California and the Coast Community College District to administer the Puente project, 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: The College will contribute \$5,000 annually for student field trips, program activities, and supplies to be paid from General funds.

Motion carried with the following vote:

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

23.03 OCC - Approve Non-Standard Agreement between Smarthinking, Inc. and Coast Community College District

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the non standard agreement between Smarthinking Inc. and Coastline Community College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$60,000 for 2,000 hours of tutoring services and \$3,000 for annual fees totaling \$63,000 to be paid out of Title III Grant Funds.

Motion carried with the following vote:

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

23.04 OCC - Approve Non-Standard Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the purpose of teaching a PMPEXAM Preparation Training program offered by Orange Coast College

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Agreement between Core Performance Concepts Inc. and the Coast Community College District for the purpose of offering 36 hours PMP Exam Preparation Training available to the community. 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 revenue from this contract through participant registrations.

Motion carried with the following vote:

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

23.05 OCC - Approve Non-Standard Agreement between the Research Chefs Association and the Coast Community College District for the purpose of teaching an online Culinary workshop offered by Orange Coast College

It was moved by Mr. Howald and seconded by Dr. Prinsky to approve the Agreement between the Research Chefs Association and the Coast Community College District for

the purpose of offering a 22 hour online Culinology workshop available to members of the Chefs Research Association and those wanting the professional designation through OCC and RCA. 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 revenue from this contract through participant registrations.

Motion carried with the following vote:

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

23.06 CCC - Approve Memorandum of 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 SST®

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Memorandum of 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 MOA 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 MOA and any related documents, indicating approval by the Board of Trustees

Fiscal Impact: Expenses not to exceed \$5,000; a standard test administration fee of \$10-20 per test shall be paid for each test administered.

Motion carried with the following vote:

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

23.07 CCC - Approve Agreement with Southern California Edison (SCE) for Monetary Incentive

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Agreement between Southern California Edison and the Coast Community College District for monetary incentive for reduced consumption of energy, from August 19, 2010 through December 1, 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: \$14,059.20; incentive paid from SCE to CCC auxiliary fund.

Motion carried with the following vote:

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

23.08 CCC - Approve Vendor Site Agreement between Crystal Rose Catering and Coast Community College District to Establish a Food Kiosk for the Benefit of Students located at the Coastline Community College Le-Jao Center

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the Site Agreement with Crystal Rose Catering and the Coast Community College District. The term of this agreement shall commence on August 19, 2010 and shall remain in effect through and including August 19, 2012, at which time it shall expire. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None.

Motion carried with the following vote:

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

23.09 CCC - Approve Agreement between Neo Networking, Inc. and Coast Community College District to provide Customer with Diagnostic, Remedial and Maintenance Services of the Client's Computer Network

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Agreement with Neo Networking Inc., a California corporation with office located at 898 N. Sepulveda Blvd. #325, El Segundo, CA 90245 and the Coast Community College District. Subject to the terms and conditions of this Agreement, Neo Networking will provide diagnostic, remedial and maintenance services of the client's computer network. The term of this Agreement is from August 19, 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: Amount \$3,000 per month.

Motion carried with the following vote:

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

23.10 GWC - Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming of P.O.S.T. Case Law Today Series

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the agreement between Streaming Media Hosting and the Coast Community College District for video streaming of P.O.S.T. Case Law Today series, 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: One time annual payment of \$8,555.40 to be paid from NMC Auxiliary funds.

Motion carried with the following vote:

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

23.11 GWC - Approve Non-Standard Agreement between Electronic Recyclers of America, LLC and the Coast Community College District for Electronic Recycling Service

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the agreement between Electronic Recyclers of America, LLC and the Coast Community College District for electronic recycling service, from October 1, 2010 through September 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: 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

23.12 District - Approval of Employment Agreement, Interim Vice President Student Services & Economic Development, CCC

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the employment agreement with Lois Y. Wilkerson, CCC, Interim Vice President Student Services & Economic Development, effective August 19, 2010, through February 28, 2011. 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

23.13 District - Authorization to Enter Into a Lease Agreement Between Enterprise Rent-A-Car Company of Los Angeles and the Coast Community College District

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Lease Agreement between Enterprise Rent-a-Car of Los Angeles and the Coast Community College District pursuant to the master terms and conditions previously agreed upon, for the purpose of leasing eleven vehicles, including full maintenance coverage, for a term of five years. These vehicles will replace eleven aged and irreparable vehicles within the District with more fuel-efficient alternatives, while ensuring that the fleet will be continually improved, can be adapted to the changing needs of the campus, and

replaced prior to being subject to increased maintenance expenses. The Board President or designee is authorized to sign any related documents indicating approval by the board of trustees.

Fiscal Impact: The total cost of this lease will be the sum of \$ 270,423.60, payable in the annual sum of \$54,084.72, from District General Funds.

Motion carried with the following vote:

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

23.14 District - Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the employment agreement with JoAnn Busenbark, GWC, Interim Director of Accessibility Center for Education (ACE), effective August 19, 2010, through December 19, 2010. Compensation to be \$6,619.58 per month based on appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication 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

24.00 Action Items – Buildings and Grounds Approvals

24.01 Approve Change Order No. 2; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve Change Order No. 2 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

Brian DeVries Construction Inc. – Category C – Concrete

Cost to modify the footing for buildings A and B including waterproofing, rust inhibitor and backfill as required but the City of Costa Mesa and as approved by DSA.

Construction Change Directive #81 \$44,427

Contract Amount: \$3,302,233 (C.O. 2: 1.3% Increase)
Total Change Orders: \$44,427 (1.3% Increase)

Fiscal Impact: \$44,427 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project

OCC Science Facilities
OCC New Consumer Health & Lab Science Building -
New Construction (OCC ABC Building)

Motion carried with the following vote:

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

24.02 Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase I; Bid No. 1977

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that a contract be awarded to the lowest qualified base bid in Categories A, B, C and D as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

	<u>Base Bid</u>
<u>Category A – Abatement and Demolition</u>	
1. Castlerock Environmental, Inc. 10040 Painter Avenue, Santa Fe Springs, CA 90670	\$ 265,751
2. Sun Environmental Engineering Services, Inc. Torrance, CA 90504	\$ 295,885
3. Doja, Inc., Ontario, CA 91762	\$ 300,000
4. CST Environmental Acquisition, L.P., Brea, CA 92821	\$ 327,800
5. AMPCO Contracting, Inc., Anaheim, CA 92805	\$ 348,000
6. Miller Environmental, Inc., Anaheim, CA 92806	\$ 382,000
7. Crew, Inc., Rancho Dominguez, CA 90221	\$ 387,184
8. Cement Cutting, Inc., San Diego, CA 92110	\$ 555,000

Category B – Underground Utilities

1. Atlas Allied, Inc., Anaheim, CA 92806 (Non-responsive)	\$ 818,000
2. Continental Plumbing, Inc. 11165 Thurston Lane, Mira Loma, CA 91752	\$ 908,005
3. GCI Construction, Inc., Costa Mesa, CA 92626	\$ 925,550
4. Bali Construction, Inc., South El Monte, CA 91733	\$1,064,800
5. Blois Construction, Inc., Oxnard, CA 93030	\$1,164,013

Category C – Earthwork/Grading

All Bids Rejected – To Be Rebid

1. Sun Environmental Engineering Services, Inc. Torrance, CA 90504	\$ 95,885
2. Doja, Inc., Ontario, CA 91762	\$ 152,000
3. Crew, Inc., Rancho Dominguez, CA 90221	\$ 158,184
4. Southern California Grading, Inc., Irvine, CA 92606	\$ 2,000

- | | | |
|----|---|------------|
| 5. | Miller Environmental, Inc., Anaheim, CA 92806 | \$ 399,000 |
| 6. | Salsbury Engineering, Inc., Anaheim, CA 92801 | \$ 417,961 |

Category D – Underground Electrical

- | | | |
|----|---|-------------------|
| 1. | Gilbert & Stearns, Inc., Santa Ana, CA 92701
(Withdrew due to clerical error) | \$ 129,500 |
| 2. | Snowden Electric Company, Inc.
6820 Orangethorpe Ave., Suite A, Buena Park, CA 90620 | \$ 173,500 |
| 3. | Dennison Electric, Inc., Los Alamitos, CA 90720 | \$ 179,300 |
| 4. | Cupertino Electric, Inc., Santa Fe Springs, CA 90670 | \$ 189,000 |

Fiscal Impact: \$1,347,256 (Measure C – General Obligation Bond Funds)
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

24.03 Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation for 2010-2011

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to employ Cambridge West Partnership, LLC for planning and implementation services for Orange Coast College, Golden West College and Coastline College.

The scope of service is to include the following tasks:

State Reporting/Long Range Planning and Development

1. Formulation and submittal of required State reports
2. Five-Year Capital Construction Plan
3. Report 17 – Summary and Capacity of Assignable/Gross Square Footage (Space Inventory – To Maintain Optimum Cap Load Ratio)
4. Two Initial Project Proposals (To be determined by the campuses)

Total for services is \$67,500

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

Fiscal Impact: Not to Exceed \$67,500 (District Funds)

Motion carried with the following vote:

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

24.04 Approve Standard Professional Services Agreement with UCMI, Inc.; Coastline Community College Newport Beach Learning Center

It was moved by Mr. Fuller and seconded by Dr. Prinsky that authorization be given to employ UCMI, Inc. for DSA Inspection Services for the Coastline Community College Newport Beach Learning Center pursuant to the Districts' Standard Professional Services Agreement.

The scope of service is to include the following tasks:

- | | | |
|----|-------------------------------------|-----------|
| a. | DSA Inspection Services (18 Months) | \$228,800 |
|----|-------------------------------------|-----------|

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

Fiscal Impact: \$228,800	(General Obligation Bond Funds/Measure C) Master Plan Approved Project CCC Newport Beach Learning Center
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Motion carried with the following vote:

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

24.05 Approve Addendum No. 3 to Steinberg Architects; Golden West College Learning Resource Center

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that given to accept Addendum No. 3 for additional architectural services for the Golden West College Learning Resource Center.

The scope of services is to include the following:

- | | | |
|----|----------------------------------|----------|
| a. | Architectural Fee | \$10,560 |
| b. | Civil Engineering Fee | \$ 8,140 |
| c. | Additional Reimbursable Expenses | \$ 1,870 |

The total fee for above services is \$20,570

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

Fiscal Impact: \$20,570	Enterprise Funds Master Plan Approved Project Golden West College Learning Resource Center
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Motion carried with the following vote:

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

25.0 General Items of Business

25.01 District - Receive and File Report to the Board of Trustees on Coast Community College District Vision, Mission and Goals, and Approve Coast Community College District, Vision, Mission and Goals, and District Logo Format

It was moved by Mr. Hornbuckle and seconded by Mr. Howald to approve the Coast Community College District Logo Format.

Motion carried with the following vote:

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

Additionally, it was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve the Coast Community College District Mission Statement and Goals.

Motion carried with the following vote:

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

It was moved by Mr. Howald and Mr. Fuller to adopt the Vision and Values, and bring them back to the November 17, 2010 Board Meeting.

Motion carried with the following vote:

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

25.02 OCC – Authorization to Conduct a Short-Term Study Abroad Program in London, England, Summer 2011

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve short-term study abroad program in London, England, June 4 - July 1, 2011. This program is a standard travel contractor agreement. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Program Abroad).

Erin Bianchi, part time instructor and Susan Coleman, part-time instructor, OCC, to serve as faculty. Two Fashion classes will be taught. No cost to the District. The cost for the course will be built into the program fees. The course will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

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

25.03 District – Approval of Instructional Material Fees

It was moved by Mr. Fuller and seconded by Mr. Howald that the material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

Motion carried with the following vote:

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

25.04 District – Approval of the District's Cooperative Work Experience Education Plan

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Cooperative Work Experience Education Plan for submission to the State Chancellor's Office.

Motion carried with the following vote:

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

25.05 District – Citizens' Oversight Committee

It was moved by Mr. Howald and seconded by Dr. Prinsky that the following re-appointment be approved to serve on the Citizens' Oversight Committee:

1. David Salai, Student Representative, ending March 2011.

Further, that the following new members be appointed to serve in the following positions: (1) Taxpayer Representative, (2) Senior Citizen Organization Representative, and (3) Business Organization Representative:

1. Blake Rose, Taxpayer Representative, to fulfill a two-year term of service, replacing Keith Parker, ending September 2012.
2. Evelyn Hart, Senior Citizen Representative, to fulfill a two-year term of service, replacing Edward Romeo, ending September 2012.
3. Frances Nguyen, Business Organization Representative, to fulfill a two-year term of service, replacing Sharon Sunda, ending September 2012.

Fiscal impact: None to the District.

Motion carried with the following vote:

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

25.06 District - Authorization to Approve Salary Schedules for 2010-2011

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve a 0.75% increase, per the CFE Collective Bargaining Agreement, to the following 2010-2011 employee salary schedules to become effective Fall 2010. (This salary increase represents a formula of COLA percentage rounded to the nearest 0.5% plus ½ of the growth percentage plus 0.75%. Fiscal Year 2010-2011 formula represents COLA at negative -0.38% rounded to 0% plus 0% growth plus 0.75% additional District funds totaling 0.75%).

<u>Schedule</u>	<u>Employee Group</u>
AA	Faculty (CFE/AFT)
QQ	Counselors (CFE/AFT)

Additionally, a 0% increase was approved to the following 2010-11 employee salary schedule to become effective July 1, 2010.

<u>Schedule</u>	<u>Employee Group</u>
BB	Part-time Faculty (CCA)
UU	Part-time Faculty (CFE/AFT)

Additionally, a 0% increase was approved to the following 2010-11 employee salary schedules to become effective July 1, 2010.

<u>Schedule</u>	<u>Employee Group</u>
DD	Educational Manager
EE	Classified Staff
GG	Classified Manager
JJ	Confidential

Fiscal Impact: \$321,440.00

Motion carried with the following vote:

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

25.07 District – Approval of Contractors for FY 2010-2011 Pursuant to District’s Standard Annual Agreement for Contractor Services

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. 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.

Water Visions Inc. dba PSi
7200 Garden Grove Blvd
Westminster CA 92683

Subsurface Designs Inc.
12872 Foothill Blvd
Sylmar CA 91342

Interior Office Solutions
17800 Mitchell North
Irvine CA 92614

K.K. Termite Inc.
39 Rosy Finch Lane
Aliso Viejo Ca 92656

Motion carried with the following vote:

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

25.08 District – Authorization for Approval and Submission of the 2012-2016 Five Year Construction Plan; Orange Coast College, Golden West College, Coastline College, and the District

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve and submit the Coast Community College District’s 2012-2016 Five-Year Construction Plan to the California Community Colleges State Chancellor’s Office.

Additional approval was given for all related documents to be formally registered with the Office of State Chancellor. It is further recommended that the Chancellor of the District be authorized to sign these documents.

Fiscal Impact: No Impact

Motion carried with the following vote:

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

Absent: None

25.09 District – Consideration of Appointment to the Orange County Legislative Task Force for 2010-2011

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the appointment of Mr. Ed. Fawcett as the Community Representative to the Orange County Legislative Task Force for 2010-2011.

Fiscal Impact: None

Motion carried with the following vote:

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

26.00 Resolutions

26.01 Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution To Enter Into An Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson that this item be continued to the September 1, 2010 Board Meeting with a copy of the proposed agreement.

Motion carried with the following vote:

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

26.02 a. Coast Community College District Board of Trustees Resolution # 10-15, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013

b. Coast Community College District Board of Trustees Resolution # 10-16, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013

c. Coast Community College District Board of Trustees Resolution # 10-17, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to adopt Resolutions #10-15, #10-16 and #10-17 to participate in the State Capitol Outlay Program Budget Year 2012-2013.

Motion carried with the following vote:

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

27.00 Approval of Minutes

27.01 Approval of Minutes for the July 21, 2010 and August 4, 2010 Board Meetings

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the minutes of the July 21, 2010 and August 4, 2010 Board Meetings.

Motion carried with the following vote:

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

28.00 Policy Implementation

28.01 Policy Implementation - Adoption of Amended Nepotism Policy, #050-1-1.09, Recommended by Hiring Policy Task Force

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to adopt the Amended Nepotism Policy, #050-1-1.09.

Motion carried with the following vote:

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

29.00 Public Comment (Items Not on the Agenda)

29.01 Public Comment

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

Recess to Closed Session

The Board recessed to Closed Session at 9:35 p.m.

Reconvene Regular Meeting

The Board was reconvened to Open Session at 11:21 p.m.

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Patterson and seconded by Mr. Howald, the Board voted to ratify the Tentative Agreement with the Coast Federation of Classified Employees (CFCE) with regard to Article 4 and Article 14.

Motion carried with the following vote:

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

30.00 Adjournment

There being no further business, it was moved by Mr. Moreno and seconded by Ms. Hornbuckle 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 11:23 p.m.

Secretary of the Board of Trustees

Appendices

	Page
A. Public Employment Report.....	24-63

Due the size of the Public Employee Report and in effort to save paper, the report was not printed as part of the Minutes distribution for the August 18, 2010 Board Meeting. The report can be viewed or a copy can be obtained in the Board of Trustees Office.



**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; 2 nd 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	12/9/09	Lorraine Prinsky; 2 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
3	11/18/09	Jerry Patterson; 2 nd Mary Hornbuckle	Interim 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
4	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
5	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
6	7/16/08	Walt Howald; 2 nd Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Pending	P
7	8/6/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	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
8	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Pending	P
9	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
10	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
11	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

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of November 1, 2010 (the "Effective Date") between **Coast Community College District (Golden West College)** ("School"), and **WMC-SA, Inc.**, a California corporation, doing business as Western Medical Center Santa Ana ("Hospital").

RECITALS:

A. School offers to enrolled students a degree program in the field of Nursing / Health Sciences, per Exhibit A, attached hereto and made a part hereof.

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

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

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

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

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) performance of such other duties as may from time to time be agreed to between School and Hospital.

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

b. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

c. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

d. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

e. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under

Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

f. **Training.** Prior to a student's first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital's patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date ("Training Records"). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

g. **Certification.** Prior to a student's first assignment at Hospital, School shall provide proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY.

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law (specifically including disclosure under the Brown Act and California Public Records Act), or as otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care

provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines

that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;

\$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least 30 days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants

still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve (12) months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first twelve (12) months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

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, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct, intentional acts, or omissions of such indemnifying parties, its agents, employees, servants, or subcontractors.

13. **ARBITRATION.**

a. **Dispute Resolution.** In the event of any dispute arising out of or relating to this Agreement, then such dispute shall be resolved solely and exclusively by confidential binding arbitration with the Orange County branch of Judicial Arbitration and Mediation Services ("JAMS") to be governed by JAMS' Commercial Rules or Arbitration in effect at the time of the commencement of the arbitration (the "JAMS Rules") and heard before one arbitrator. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Each party shall bear its own attorneys' fees, expert witness fees, and costs incurred in connection with any arbitration.

b. **Venue.** The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School:	Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attn: Risk Services
with a copy to:	Golden West College 15744 Golden West Street Huntington Beach, CA 92647 Attn: School of Nursing
If to Hospital:	WMC-SA, Inc. d/b/a Western Medical Center Santa Ana

1001 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Executive Officer

with a copy to: Integrated Healthcare Holdings, Inc.
1301 North Tustin Avenue
Santa Ana, CA 92705
Attn: General Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, School, its successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by student while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

20 **CONFIDENTIALITY STATEMENT.** The School hereby acknowledges its responsibility under applicable federal law and the Agreement between School and Hospital to ensure the student (1) keeps confidential any information regarding Hospital patients and proprietary information of Hospital; (2) agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital; and (3) agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

21. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Name: Jerry M. Patterson
Title: President, Board of Trustees
Date: _____

"HOSPITAL"

WMC-SA, INC.
D/B/A WESTERN MEDICAL CENTER SANTA ANA

By: _____
Name: Dan Brothman
Title: Chief Executive Officer
Date: _____

COAST COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION AGREEMENT

For The

Nursing Program - Golden West College and Allied Health Programs – Orange Coast College

This Student Participation Agreement ("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") at a clinical facility ("Clinical Facility").

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of the Clinical Coordinator.

2. Background Check. 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 result 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 express or prior written consent of the patient and/or 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 45 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 instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade, and expulsion from 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 its 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 such as the Clinical Rotation and the Clinical Facility. 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, or assigns may have against District, and any of its trustees, employees, agents, or 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 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, such as the Clinical Rotation and the Clinical Facility. that result from any cause, including but not limited to District's or its trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud or willful misconduct.

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 pathogens, illness, personal injuries, and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment; Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a. Students entering the clinical phase of their education shall read and familiarize Student with all the rules, regulations, and obligations of the Clinical Facility and shall at all times strictly abide thereby:

b. Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola, and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by District 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 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 Students 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 which 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 facility ID badge provided by Clinical Facility will be provided that must be worn at all times at Clinical Facility site. The ID badge shall be returned to Hoag Hospital at conclusion of Student's clinical experience. See Student's program director or clinical coordinator for specific requirements for Student's program.

g. Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h. Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Agreement including the background check requirement in Section 2, the release requirements in Section 5, and the assumption of risk provisions in Section 6. Student has read and agrees to abide by and comply with all terms of this Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade, and possible expulsion from District and any of its colleges.

Dated: _____

Student

Student ID Number

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement ("Agreement") is entered into by and between Palomar Pomerado Health, a California Local Healthcare District, d/b/a Palomar Medical Center, Pomerado Hospital, Villa Pomerado, Palomar Continuing Care Center, Escondido Surgery Center, and Home Health organized pursuant to Division 23 of the California Health and Safety Code, with offices located at 15255 Innovation Drive, Suite 204, San Diego, California 92128 ("PPH") and Coast Community College District, a California public educational entity ("District") located at 1370 Adams Avenue, Costa Mesa, California for Orange Coast Community College ("School") for ALL departments at ALL PPH facilities.

1.0 Recitals

1.1 PPH, the operator of health care facilities, wishes to make its facilities available for the training of School's health care students ("Students") pursuant to the terms of this Agreement.

1.2 School, a duly-licensed and accredited educational institution, which provides accredited programs for healthcare occupations, wishes to send its Students to the Facilities to obtain clinical instruction and training.

1.3 PPH and School wish to affiliate for the above purposes and pursuant to the following terms.

2.0 Term and Termination of Agreement

2.1 This Agreement shall commence on the last date of signature by the parties and shall continue in effect for a period of three (3) years, unless terminated earlier pursuant to Sections 2.2, 2.3 or 2.4.

2.2 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party; however, the termination will not take effect until all Students have completed the specific clinical or non-clinical assignment or rotation to which he or she has been assigned only if that Student was assigned to and actually participating in a clinical or non-clinical program at PPH at the time that notice was provided by either party.

2.3 Either party may terminate this Agreement for cause, upon fifteen (15) days prior written notice of termination to the other party, which notice shall contain an explanation of the cause for termination. With respect to termination by either party, "cause" shall include, without limitation: (1) a breach by the other party of any material term or condition of this Agreement and such breach has not been cured within ten (10) days following written notice of such breach, or if such breach cannot reasonably be cured within such time, cure has not been commenced within such time and thereafter is not diligently prosecuted to completion; or (2) the appointment

of a receiver of the other party's assets, the assignment by the other party for the benefit of its creditors, or any relief taken or suffered by the other party under any bankruptcy or insolvency act.

2.4 Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice in the event of any of the following:

a. If the health care license is terminated, suspended, curtailed or revoked for any of PPH's Facilities, School may terminate this agreement with respect to that facility.

b. School's accreditation, certification or licensure is terminated, suspended, curtailed or revoked by any state or federal authority, or any insurance required pursuant to this Agreement is revoked, cancelled or substantially reduced;

c. The sale of all or substantially all of the assets of the other party;

d. The dissolution of the other party; or

e. The merger or consolidation of the other party with, into, or with one or more entities.

2.5 In the event this Agreement is terminated pursuant to Sections 2.2, 2.3, or 2.4 upon the effective date of the termination, the parties shall be relieved and discharged of any and all further obligations pursuant to this Agreement.

3.0 School:

3.1 School shall be fully responsible for organizing; establishing, accrediting and administering the clinical or non-clinical program, in accordance with the general guidelines contained herein, and shall bear all administrative costs associated with its duties and obligations under this Agreement.

3.2 School shall submit the objectives for each clinical or non-clinical program to the PPH liaison each academic year, and with any subsequent changes for consideration in determining appropriate placement for the Student.

3.3. PPH and School shall jointly consult and agree upon the appropriate time schedules for Students to utilize clinical and non-clinical areas.

3.4 School acknowledges that there is no guarantee that its Students will have an opportunity for direct patient interaction if patients do not consent to a Student observing or participating in their care at PPH.

3.5 School shall supply all educational supplies, materials and equipment, if any, necessary to the clinical or non-clinical program. School shall ensure that any equipment is approved by the applicable clinical or non-clinical director at PPH and

the Bio Medical department. School shall obtain the prior written approval of PPH to use such supplies, materials and equipment on PPH property. PPH facility shall not be responsible for any damages to or destruction of School or Student property.

3.6 School shall issue Students with picture identification badges, which Students are required to wear at all times while on PPH premises. The badge will clearly identify them as Students of School (as non-employees of PPH) with names in 18 point font. School shall communicate to Students that they are not employees of PPH.

4.0 Students:

4.1 PPH department directors and School will mutually agree upon the number of Students who will participate in the clinical experience. Student groups, as well as preceptor experiences (without instructors), are subject to availability of clinical space and organizational ability to accommodate to assure that there will be no conflict of duties or interests among Student groups. All scheduling will be mutually agreed upon by School and PPH. Names of students, rotational cycles and educational objectives shall be provided to PPH by School prior to the beginning of the clinical experience.

4.2 School shall ensure that all Students have satisfied appropriate academic prerequisites, are in good standing, and have received any and all required immunizations; possess a current, valid certification to perform cardiopulmonary resuscitation, and have health and accident insurance to cover them while engaging in activities on PPH property.

4.3 School shall instruct all Students that they shall and are required to follow and comply with all of PPH's rules, regulations, policies and procedures. Students shall comply with all workplace policies and procedures of PPH implemented with respect to the Cal-OSHA Blood -Borne Pathogens Standard.

4.4 Students shall be instructed by School concerning the confidentiality of medical information of PPH patients, and shall not disclose or disseminate such information, except as required for patient care or as expressly permitted by PPH. Any breach of confidentiality would result in removal of that Student from the clinical or non-clinical program.

4.5 PPH reserves the right to refuse access to PPH Facilities to anyone who it believes does not comply with its policies and procedures, who does not meet PPH expectations with regard to appropriate dress, behavior, and health practices; or to anyone who poses an immediate threat, hazard to or disruption of patient care. The decision not to admit certain Students to the clinical or non-clinical program or to deny a Student access to any PPH facility may be made by PPH at its sole discretion. In addition, PPH may in its sole discretion, terminate from or deny Students access to the clinical or non-clinical rotation or program.

4.6 School shall provide all qualified instructors necessary to implement the clinical or non-clinical program subject to approval by PPH in its sole and absolute discretion.

a. For student groups: School shall provide faculty members on site who shall assume the responsibility of instruction, supervision and discipline of Students while assigned to PPH. These faculty members will be familiar with PPH policies and procedures and will assist PPH with enforcing said policies and procedures among Students assigned to PPH facilities.

b. For preceptorship and post-graduate experiences: The students will precept with a licensed healthcare practitioner, who will provide on site supervision, in coordination with School's faculty and will provide information for the student's evaluation. Notwithstanding the foregoing, School shall have ultimate responsibility for the orientation, assignment, instruction, supervision, appearance, control, evaluation and discipline of its Students.

4.7 Except as provided in paragraph 4.6, PPH shall have the right, but not the duty, to instruct, supervise, control, evaluate, and discipline Students. The parties agree that the exercise of such authority by PPH shall be temporary in nature to address student conduct and performance, including but not limited to student misbehavior, emergencies, and other sudden or unexpected situations where it is impractical or impossible for School to act or if School fails to act to remedy the situation. The parties intend that the exercise of authority by PPH under this Section 4.7 shall not alter or otherwise modify the relationship stated in this Agreement between Student, School, and PPH, or any licensed healthcare practitioner working in PPH.

4.8 Students who become ill or injured arising out of participation in the clinical or non-clinical program activities at PPH shall receive only first aid, or emergency medical treatment from PPH staff, and PPH shall be entitled to bill Student's health insurance for the cost associated with that treatment. The Student and School have complete responsibility for obtaining any needed follow-up care or transportation.

5.0 School Instructors and Students are not PPH Employees

5.1 School personnel, instructors and Students are not employees of PPH and shall not have any claim under this Agreement, or otherwise, against PPH for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employment-related claim.

6.0 HIPAA and Privacy Law Compliance

6.1 PPH is a Covered Entity that is a provider of health care, as defined under Section 1171 of HIPAA. PPH may provide access to or disclose Protected Health Information to Students so that Students may fulfill their obligations under

this Agreement. Such Protected Health Information will be provided solely for purposes set forth in this Agreement. Students and instructors shall comply with all PPH policies and procedures concerning the confidentiality of patient information, including but not limited to all state and federal rules and regulations (e.g., "HIPAA") related to this area. School must also agree to the Exhibit 1 - Confidentiality Agreement attached hereto and incorporated by reference.

6.2 Students and instructors will have access to protected health information related to their need to know for selection of patient assignments and provision of patient care. All protected health information is to be de-identified outside of the facility.

6.3 Students will take all reasonable steps to handle and disclose Protected Health Information provided to it by PPH or created by Students for PPH, directly or indirectly, in a manner such that the security and privacy of such information will be maintained and appropriate safeguards will be used to prevent use or disclosure of the information other than as described herein. Specifically, Students shall:

6.3.1. Use and disclose Protected Health Information solely for the benefit of PPH or for its own internal administration or management and shall not disclose any such information to third parties except as required by law or as explicitly authorized by PPH or the patient to whom the Protected Health Information pertains.

6.3.2. Ensure that all agents, employees, or affiliates to whom Protected Health Information is provided shall agree to the same restrictions and conditions for use and disclosure of Protected Health Information that applies to Contractor.

6.3.3. Not participate in the unauthorized access or unlawful access, use, or disclosure of patient medical information. Unauthorized access includes inappropriate review or viewing of patient medical information without a direct need for diagnosis, treatment or other lawful use as permitted by California Confidentiality of Medical Information Act or by other statutes or regulations governing the lawful access, use, or disclosure of medical information.

7.0 PPH Facilities

7.1 PPH will maintain usual staffing patterns for safe and continuous health care services, irrespective of Students presence.

7.2 PPH will maintain administrative control over its patient care areas.

7.3 PPH will permit the inspection of its facilities by the representatives of the agency charged with the responsibility for accrediting School's health programs upon five (5) days written notice.

8.0 Insurance

8.1 Throughout the term of the Program, both School and Palomar Pomerado Health agree to purchase and maintain their own Professional Liability coverage and General Liability Coverage liability limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The coverage will be written on an occurrence basis for any and all claims arising out of, or in association with, the Program. All such liability Coverage shall be primary with respect to claims made by either party.

8.2 It is expressly agreed and understood by the School that Worker's Compensation Insurance is not provided by PPH to or for employees or School Instructors. School shall maintain workers' compensation insurance to cover its employees and instructors at an amount required by law.

8.3 All such insurance by School shall be provided by carriers reasonably acceptable to PPH. School shall not modify insurance coverage until it provides 30 days' written notice to PPH. School shall obtain "tail" insurance to provide uninterrupted coverage if any event occurs during the term of the Agreement that may diminish, curtail or fail to provide coverage, including but not limited to School's changing of insurance carriers, modification of insurance terms or conditions, or any requirement in School's insurance coverage that claims be presented during a specified period of time after an occurrence, or presented during a specified period of time after obtaining knowledge of an occurrence, insurable event, or triggering event.

8.4 Prior to the effective date hereof, School shall provide PPH with Certificates of Insurance evidencing coverage, which shall name PPH as an additional insured, with regard to any negligent act or negligent failure to act, of School.

8.5 PPH shall not be responsible for loss or damage to personal property of School, Students or School instructors, including but not limited to vehicles parked on PPH property.

9.0 Background Checks

9.1 Participation in the clinical or non-clinical program by School and/or each instructor or Student of School is contingent on those entities or individuals:

a. The school, Instructor or Student not being listed on the OIG List of Excluded Individuals and Entities (LEIE), the General Services Administration (GSA) list of debarred contractors, or other federal exclusion lists,

b. The Student / Instructor providing information and a signed consent allowing the San Diego Nursing Service-Education Consortium (SDNSEC) contracted vendor to perform a background check, including OIG, LEIE and criminal

activities, and authorize the sharing of any positive or flagged results on the background check with PPH. PPH reserves the right to deny access or entry by a Student / Instructor to PPH's premises / facilities for purposes under this Agreement based upon the results of that background check revealing that those individuals are safe and suitable to be in a patient care environment, and must be completed prior to any Student / Instructor entering a clinical or non-clinical area.

c. The school advising PPH of the name of the clinical or non-clinical instructor and a list of students assigned to PPH ten (10) days in advance of their arrival. The School will send complete rosters to the SDNSEC contracted vendor for background evaluation and when completed the results of the background check will be forwarded to PPH. PPH will notify the School of their denial of any clinical or non-clinical Student / Instructor.

9.2 School / Student / Instructor shall be responsible for any / all costs related to the completion of a background check for each Student.

9.3 The Student / Instructor will be responsible for obtaining documents and having the record corrected to clear it as applicable.

9.4 School shall indemnify and hold PPH harmless from any and all actions or claims that may be asserted by Student / Instructor arising out of PPH's denial of access based on results of criminal background check or any claim that such a background check was conducted improperly.

10.0 Indemnification

10.1 School and its directors, trustees, officers, employees, servants, volunteers, and agents shall, during the term of this Agreement, hold harmless, defend and indemnify PPH and its subsidiaries, parents, affiliates, agents, officers, directors and employees from and against all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including reasonable attorneys' fees), costs, claims, suits and damages, including damages for personal injury (including death), unauthorized access or unlawful access, use, or disclosure of patient medical information, property damage as a result of any negligent act or negligent failure to act of School which PPH may incur, be exposed to, become responsible for, or pay out. School shall assume the investigation, defense and expense of all such claims and causes of actions. PPH agrees to notify School of the existence of any such claims or causes of action within a reasonable period of time after PPH becomes aware of same.

10.2 To the extent provided by law, PPH shall, during the term of this Agreement, hold harmless, defend and indemnify School from and against all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fine, fees (including reasonable attorneys' fees), costs, suits and damages, including damages for personal injury (including death), property damage or violation of law(s), as a result of any intentional and/or negligent act or negligent failure to act of PPH which

School may incur, be exposed to, become responsible for or pay out. PPH shall assume the investigation, defense and expense of all such claims and causes of action. School agrees to notify PPH of the existence of any such claims or causes of action within a reasonable period of time after School becomes aware of same.

10.3 School shall assist PPH in the investigation of any claims involving a Student of School, and in securing the cooperation of witnesses, including the Student involved if there is a claim against PPH involving a Student.

11.0 Notices

Notices required under this Agreement shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail, postage prepaid, certified or registered mail, return-receipt requested, addressed as follows:

School

**Orange Coast Community College
2701 Fairview Road
Costa Mesa, CA 92628-5005
Attn: President**

**Administrative Services
Orange Coast Community College
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor**

PPH

**Stephen Inscoe
Director, Training and
Education
Palomar Medical Center
555 E. Valley Parkway
Escondido, CA 92025**

12.0 Non-discrimination

12.1 PPH and School mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations, and agree not to unlawfully discriminate against Students on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation, or any other category protected by law.

12.2 PPH and School mutually agree that both will make reasonable accommodation for disabilities which do not materially affect the applicant's ability to perform the learning objectives of the clinical or non-clinical program, or as may be required by applicable law. School shall reimburse PPH for any cost(s) incurred by PPH in making any such reasonable accommodation. The parties agree that, in the event that PPH determines that reasonable accommodation cannot be made for a particular student, PPH shall not be obligated to accept that student. Requests by a Student, or School, on behalf of a Student, for reasonable accommodation shall be made in writing at the time of application to PPH's Program if the condition requiring accommodation exists at that time, or as soon as Student or School becomes aware

the existence of any condition for which the Student requests accommodation.

13.0 Miscellaneous Provisions

13.1 Severability: A determination by a court of competent jurisdiction that any provision of this Agreement or any part thereof is void or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.

13.2 Entire Agreement: This Agreement constitutes the entire Agreement and understanding between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements or understandings, written or oral. Any amendment or modification of this Agreement shall be effective only if in writing, signed by authorized representatives of all of the parties to this Agreement.

13.3 Relationship between the Parties: None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between School and PPH or PPH and School Students or School instructors, other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. School and PPH, PPH and School Students and PPH and School instructors shall not be construed to be in a relationship of joint venture, partnership or employer-employee. No party shall have the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party.

13.4 Benefit, Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this Agreement nor any rights hereunder shall be assignable by either party without the express written approval of the other party.

13.5 Stipend: School may provide a stipend to PPH to defray expenses of the preceptorship.

13.6 Signature: The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

Orange Coast College

Signature: _____
Kevin Ballinger
Title: Dean Consumer and Health Sciences
Date: _____

Palomar Pomerado Health

Robert A. Hemker
Chief Financial Officer
Date: _____

13.6 **Signature:** (cont.)

Coast Community College District

Signature: _____

Print Name _____

Title: President, Board of Trustees

Date: _____

EXHIBIT 1
Educational Affiliation Agreement
Confidentiality Agreement with School

School is participating in a clinical educational opportunity at Palomar Pomerado Health, a California Local Healthcare District, organized pursuant to Division 23 of the California Health and Safety Code ("PPH"). School understands that any information obtained during the course of any activities pursuant to the Educational Affiliation Agreement regarding patients, personnel financial data, strategic planning initiatives or electronic data must be kept in the strictest of confidence.

School acknowledges that it may have access to private and confidential information about patients who have been, are, or will be cared for at a PPH facility. School agrees to treat such information as confidential and will not disclose it to any other party except as necessary for the performance of duties to be performed pursuant to the terms of the Educational Affiliation Agreement. To the extent practicable, School understands that it must work with PPH to implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Federal HIPAA regulations, the California Privacy laws, and other federal and state laws to prevent the unauthorized or unlawful use or disclosure of Protected Health Information and Electronic Protected Health Information. School also understands that it may be held liable under HIPAA and the California privacy laws if it participates in the unauthorized or unlawful viewing, reviewing, access, use or disclosure of patient medical information.

School agrees that it will not disclose any confidential information gained pursuant to the terms and scope of work defined in the Educational Affiliation Agreement. School understands that failure to adhere to the above confidentiality requirements may result in the restriction or revocation of School's authorization for clinical educational opportunities at PPH.

School agrees to fully comply with the terms of this Confidentiality Agreement.

Signature of School Representative

Date

Printed Name of School Representative



AUTOMOTIVE INTERNSHIP PLACEMENT AGREEMENT
For Unpaid Automotive Internship Opportunities

This Automotive Internship Placement Agreement ("Agreement") is entered into by and between COAST COMMUNITY COLLEGE DISTRICT (Golden West College), hereinafter ("District") and _____ ("Company"). District and Company may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, District has received grant funds through the American Recovery and Reinvestment Act Grant to Orange County Workforce Investment Board; and

WHEREAS, District has established an internship placement program for the Automotive Service Training Program participants to intern with automotive service providers for a minimum of 20 Hours a week for 8 weeks, which complements the Golden West Automotive Technology classroom lecture and shop activities. The purpose of the internship is to give students real world internship opportunities for skill building, work training, and work readiness activities; and

WHEREAS, Company is in a position to utilize the services of District's students in unpaid internships under such Program:

District and Company agree as follows

1. Term: The term of this Agreement shall commence on _____, 201__ and shall continue through _____, 201__, at which time this Agreement shall terminate.
2. Incorporation of *Exhibit A*: Company agrees to utilize the services of students furnished by District who are eligible to participate in the program. The specific services to be performed by said students will be set forth in the form attached as "*Exhibit A – Student Internship Agreement*".
3. Company agrees:
 - a. Company shall provide relevant work experience as listed in *Exhibit A* for students selected by GWC eligible to participate in the training program who are qualified and acceptable to Company as determined by Company.
 - b. Company may terminate services of any student if student does not perform satisfactorily. Company will advise GWC prior to taking such action.
 - c. Company shall not compensate students for work experience provided, and students performing work for Company shall not be considered employees of Company.
 - d. Assign students to work and learning experiences consistent with the purposes of the training program.
 - e. Instruct students as to Company's rules and regulations to be adhered to while performing training services.
 - f. Provide adequate supervision to ensure job-training activities that allow assigned students to receive maximum work-learning benefits.

- g. Provide overall desirable work-learning conditions that meet requirements of law and not endanger health, safety, or welfare of students
 - h. Provide GWC with a written performance rating on each student performing training services. Said performance rating shall be accomplished on forms furnished to Company by GWC.
 - i. Consult the instructor supervisor assigned to each student by GWC regarding problems, which may arise pertaining to student's on-the-job performance and behavior
 - j. Permit the instructor-supervisor of each student to observe student while performing training services
 - k. To comply with all applicable local, state and federal laws, rules, regulations, and District board policies
 - l. To not discriminate between applicants on the basis of race, creed, color, sex, religion, Vietnam veteran era status, national origin, marital status, age, handicap, or medical condition, sexual preference, or subject any applicant to any discriminatory practices prohibited under state or federal law.
 - m. Company shall allow District to conduct reasonable inspections of Students participating in internships..
4. District agrees to:
- a. Assign students to companies providing employment experience consistent with the purposes of the training program.
 - b. Screen and refer only eligible Students to Company.
 - c. Notify Company of any Student who may become ineligible for further participation in the Program.
 - d. Complete bi-monthly on-site evaluations of the intern and consult with the company on-site supervisor as to the student's progress and work learning experience.
5. Indemnification by District. District agrees to indemnify, defend, and hold harmless Company and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including the acts, errors, or omissions of any trustees, employees, instructors, or agents of District, and for any costs and expenses incurred by Company on account of any such claims except where such indemnification is prohibited by law.
6. Indemnification by Company. Company 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 Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of Company, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Company, and for any costs or expenses incurred by District on account of any such claims except where such indemnification is prohibited by law.

7. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which may be withheld by either party in its sole and absolute discretion.
8. Either party may terminate this agreement without cause, by providing no less than thirty days prior written notice to the other party of its intent to terminate this Agreement. In the event of termination, Company agrees to allow any Student then employed to complete Student's Internship opportunity.
9. This Agreement and an "Exhibit A – Student Internship Agreement" for each Student placed as an unpaid intern with Company constitutes 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.
10. Any notice or communication required or permitted hereunder or by law relating to this Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows

To Campus

With a copy to :

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Risk Services Department

To Company

_____, CA _____
Attn: _____

- and/or such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year herein above stated.

COAST COMMUNITY COLLEGE DISTRICT

COMPANY: _____

By _____

By _____

Name: _____

Name: _____

Title: President, Board of Trustees

Title: _____

Date _____

Date _____

EXHIBIT "A"

STUDENT INTERNSHIP AGREEMENT

For Unpaid Internship Opportunities

Employer should assign a lead technician to supervise and mentor the intern during the eight weeks and provide orientation for the intern outlining workplace policies, procedure, rules, regulations and corporate philosophy.

After the orientation and assignment of a lead technician student interns can be expected to demonstrate the skills below.

Week One Skills with Supervision:

Learn Shop Facilities and Safety Requirements
Use service information such as Mitchell on Demand
Complete a work order
Safety hoist a vehicle
Remove and replace tires using impact wrench, torque wrench and tire machines
Balance tires
Change oil and filter
Change fluids
Test batteries
Replace batteries
Perform a vehicle safety inspection with a check list

Week Two Skills with supervision

Test Charging and Starting systems
Replace Starters and Alternators
Perform a brake inspection

Week Three Skills with supervision

Replace brake pads and brake shoes
Use on-car and off-car lathe to machine rotors and drums
Replace brake hydraulic parts

Participants have valuable skills in the following areas

Use a company provided scan tool to display DTCs
Perform a compression test
Perform a cylinder leak-down test
Remove and install a distributor
Basic alignment skills
Perform engine performance diagnostics
Use a DVOM to measure voltage drop, resistance, and current flow
Read a wiring diagram
Perform engine repairs with supervision

COAST COMMUNITY COLLEGE DISTRICT

Non-Standard Agreement for Contract Education Services – Aircraft Flight Instruction

This Agreement for Contract Education Services ("Agreement") is entered into by and between the COAST COMMUNITY COLLEGE DISTRICT (Orange Coast College), located at 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and Sunrise Aviation Company, Inc., 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 July 22, 2010 through June 30, 2013, inclusive.
2. The contracted educational class or program to be offered is named Private Pilot Flight Lab A120. A total of 100 hours of instruction per month and/or training will be provided to a maximum of 1200 students/employees per year of COMPANY. The scope of instructional activities and course outline are set forth in Attachment "1" hereto.
3. The services will be conducted at Sunrise Aviation Company, Inc located at 19531 Campus Drive, Suite 7, Santa Ana, CA 927074. Students successfully completing the course will receive 2-3 units of college credit from Orange Coast College in accordance with policies of the DISTRICT Board of Trustees.
5. DISTRICT agrees to pay the COMPANY a pro-rated amount of \$44.80 per/hour, not to exceed \$4,480 per/month, based on no more than 100 hours maximum flight time during each month, for the period services are provided under this Agreement. This hourly rate is based upon COMPANY'S actual in-flight time and excludes flight preparation time with students.
6. DISTRICT agrees to pay this amount for the Private Pilot Flight Lab A120 class once the instruction process begins and regardless of whether students/employees complete the full program. DISTRICT shall be billed for such instruction. All payments are due and payable no later than 30 days after receipt of invoice.
7. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this Agreement. The administrative contact for DISTRICT will be Corine Doughty, (714) 432-5628x3. The administrative contact for COMPANY will be Michael Church at (949) 852-8850.

8. Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this Agreement because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

9. COMPANY will make whatever special arrangement is necessary to account for student/employee time spent in instruction should COMPANY policy require more than a noticed review of DISTRICT attendance records.

11. Indemnity: COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from COMPANY'S negligent or willful acts or omissions, and for the negligent or willful acts or omissions of COMPANY'S agents, or employees, or independent contractors. 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.

12. 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 there have been no representations, inducements, promises, or agreements, oral or otherwise 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 amendment or modifications shall take effect.

13. The COMPANY personnel assigned to develop coordinate, and conduct the flight training portion of education and/or service(s) provided for herein, will be certified in accordance with Federal Aviation Administration standards, and such records shall be kept on file with DISTRICT, along with documentation evidencing the experience and credentials of COMPANY flight instructors.

14. COMPANY shall, no less than forty-eight hours 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.

15. DISTRICT and COMPANY may terminate this Agreement upon 90 days prior written notice to the other Party *and* only if consented to in writing by the other Party. DISTRICT and COMPANY recognize and acknowledge that terminating classroom instructional activities prior to course instruction completion is not in the best interests of DISTRICT'S students. However, the Parties agree that COMPANY may terminate this Agreement upon with 10 days prior written notice to DISTRICT should COMPANY's employees be required to deploy for military operations during the term of this Agreement.

16. 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 College: Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
714-432-5628x3

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Risk Services

To Company: Sunrise Aviation Company, Inc.
19531 Campus Drive, Suite 7
Santa Ana, CA 92707

and to such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices 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.

17. 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

Signature

Typed Name

Title

Date

COAST COMMUNITY COLLEGE DISTRICT

Signature

Typed Name

President, Board of Trustees

Date

ATTACHMENT 1 – AGREEMENT FOR CONTRACT EDUCATION

SCOPE OF WORK FOR INSTRUCTIONAL ACTIVITIES

- Sunrise is the flight training institution chosen by OCC for delivery of the flight labs to students enrolled in the OCC APT courses.
- In this activity Sunrise is recognized as part of an accredited education institution.
- The Sunrise FAA Part 141 syllabi are recognized as the only flight training syllabi approved by OCC
- The flight portions of the training will be provided in the OCC airplane.
- Sunrise aviation agrees charge OCC a 20% reduction of the standard per person instructional rate = \$44.80 per hour
- Sunrise agrees to manage the schedule for the OCC plane and students, using our standard online scheduling module.
- The students trained will be selected exclusively by OCC. There will be a maximum of 15 OCC students enrolled at any one time, unless OCC and Sunrise agree to an increase.
- The fees charged by Sunrise for Ground and Flight training will be 80% of the Sunrise published Standard instruction rates.
- Sunrise will be paid directly by OCC students for flight training. Alternatively, students will pay OCC for flight training, and Sunrise will bill OCC. Payment by OCC will be due within 15 days of invoice.
- Sunrise will provide training records of student activity to OCC on a bi-weekly basis.
- Students enrolled in the OCC ATP courses who will be using Veterans' benefits to assist with flight training will be able to enroll at Sunrise starting with the Private certificate. These students will not fly the OCC plane and will pay Sunrise directly for flight training. Their VA programs and reimbursement will be managed by OCC.

KEEPING YOUR BUSINESS...



SETTING A HIGHER STANDARD OF PERFORMANCE...

SERVICE AGREEMENT

The following constitutes a SERVICE AGREEMENT between Shred Confidential, Inc. and Coast Community College District hereinafter the "Client" which takes effect on September 2, 2010. This agreement to include the following Client location(s):

- 11460 Warner Ave., Fountain Valley, CA 92708

Document destruction services to be provided to Client are subject to the following terms and conditions:

1. Document Destruction Services:

Shred Confidential, Inc. will provide the following services to the client: a) all related equipment on the Client's premises, used in the collection, storage, and destruction of Client's confidential materials; b) collect all Client's confidential materials on a regular basis as agreed upon; and c) destroy all confidential materials using mechanical shredding devices at or close to the Client's premises; d) will immediately provide the Client with a Shredding Certificate at conclusion of the document destruction process; and e) Client's confidential materials will be recycled or otherwise disposed of.

2. Equipment:

All equipment provided to the Client by Shred Confidential, Inc. remains the property of Shred Confidential, Inc.

3. Service Fee:

The Client will pay Shred Confidential, Inc. a Service Fee according to the terms and rates outlined on Client's "Estimate for Shredding Services" dated May 28, 2010. These charges are for time spent in document collection, destruction, disposal and other related services during the period of which the Service Fee is based. These service fees shall remain fixed for the initial term of the Service Agreement. After the initial term of the Service Agreement, upon automatic renewal, Shred Confidential, Inc. reserves the right to modify the amount of the Service Fees provided that the Service Fee does not increase by more than 7% per year.

4. Term of Agreement:

This Service Agreement will remain in force for an initial term of one (1) year. It will automatically renew for an unlimited number of additional one (1) year terms unless terminated by either party, by written notice, at least 30 days prior to the expiration of either the initial term or any renewal term.

5. Termination of Agreement:

On termination by either party, the Client will pay Shred Confidential, Inc. all outstanding balances for services performed by Shred Confidential, Inc. prior to termination of the Service Agreement. In the event the Client terminates this Service Agreement without completion of the initial term, or any renewal term, the Client will pay Shred Confidential, Inc. for service fees due over the remaining term of the Agreement. This fee will be calculated by using the average monthly service fee multiplied by the remaining months on the agreement. Additionally, a removal fee of \$15.00 per individual piece of equipment will be included.

If the Client breaches this Agreement by failing to perform any of the respective obligations under this Service Agreement, Shred Confidential, Inc. reserves the right to suspend or terminate the Agreement by providing 30 days written notice of termination. The Client will pay Shred Confidential, Inc. any outstanding account balances for services.

performed by Shred Confidential, Inc. prior to termination of Service Agreement and fees due over the remaining term of the Agreement using the same calculation as mentioned in the first paragraph of section five (5).

6. Confidentiality:

Except as may be required by laws of the State of California, the terms and conditions of this contract, and any and all information and documentation communicated by either Shred Confidential, Inc. and Client is hereby declared to be confidential. For a period of three (3) years after the expiration or earlier termination, neither the Client nor Shred Confidential, Inc. will disclose to any third party such confidential information.

7. Notices:

Notices required under the Service Agreement shall be considered properly given if deposited in the United States Postal system, postage prepaid, "Certified Mail, Return Receipt Requested."

8. Attorneys Fee Provision:

Should any litigation be commenced between the parties to this Agreement concerning any provision of the Agreement or performance hereunder, the party prevailing in such litigation shall be entitled to a reasonable sum for such party's attorneys' fees incurred in such litigation.

The parties have executed this Agreement as of the date written above.

Shred Confidential, Inc.

Client

By: _____

By: _____

Print Name: _____

Print Name: _____

Address: 16016 Mariner Dr.

Address: _____

Huntington Beach, CA 92649

Title: _____

Title: _____

Date: _____

Date: _____

ESTIMATE FOR SHREDDING SERVICES

May 28, 2010

COMPANY: COASTLINE COMMUNITY COLLEGE – 11460 WARNER AVE., FOUNTAIN VALLEY, CA 92708

CONTACT: MR. GABE ARROYO

SCHEDULED SERVICE

LOCKED SECURITY CONTAINERS

- Shred Confidential (SC) will supply 2 Lockable Security Bin(s) & 12 Lockable Security Cart(s) to Coastline Community College at the following location(s)
 - 11460 WARNER AVE., FOUNTAIN VALLEY, CA 92708
- Lockable security containers will be placed in the aforementioned Coastline Community College location(s) at NO CHARGE. All containers will remain the property of Shred Confidential, Inc..

DESTRUCTION

- Mobile Destruction Unit – Destroys up to 8000 lbs./hour
- Document **SHREDDING** will be performed ON-SITE by an SC Client Care Specialist ("CCS") that is/are insured; have had pre-employment background checks, pre-employment drug screens and will continue random drug testing and annual background checks throughout their tenure with SC.
- CCS will provide a DETAILED **Shredding Certificate** (receipt) at the end of each service. Each security container serviced and the quantity of material taken from the container is detailed on this receipt.
- SC to provide periodic Bin Activity Analysis for Coastline Community College.

COLLECTION & RECYCLING

- Each CCS will use **HAND-HELD SCANNING** equipment to identify each container serviced.
- Service Day(s) – Wednesday
- SC personnel will collect all material (in SC containers). **NO WASTE (refuse), cardboard, glass or plastic are permitted in these containers. ASK an SC Representative if there is a question as to what material can be destroyed. All material (paper) is recycled**
- Coastline Community College agrees to maintain the following Service Frequency:
 - Coastline Community College – Fountain Valley location – Every 4 Weeks
 - Coastline Community College – agrees to give a minimum of 48 hours notice to request service outside of this schedule.

PRICING

*Base Rate Pricing Schedule – Every 4 Weeks

	STANDARD	**WITH AGREEMENT
◦ 01-02 Lockable Security Bins	\$95.00	Included
◦ 01-12 Lockable Security Carts	\$135.00	\$19.50/Cart
◦ Minimum Charge		\$95.00
Collection (All collection fees are prorated)		
◦ Lockable Security Bin(s) (32 Gal.)	\$12.50/Bin	Coastline will collect material
◦ Lockable Security Cart(s) (64 Gal.)	\$17.50/Cart	Coastline will collect material
Shredding		
◦ Placed Lockable Security Containers Only	\$45.00/Cart	Included
Add'l Material		
◦ Material <u>NOT</u> inside placed Lockable Containers	\$55.00/Cart	\$30.00/Cart

*Carts (64 Gal Lockable Security Containers) will be counted as 2 Containers. Customer agrees to maintain agreed upon service frequency. Reducing the Service Frequency will result in the Base Rate changing to the Standard Rate listed above.

**Pricing Based on Customer signing a 1 year Service Agreement.

ESTIMATED COST – 100% Fill Rate

- Minimum Charge \$95.00 or
- Coastline Community College – Fountain Valley Facility
 - **Collection**
 - 2 **BIN(S)** (32 gal.) \$234.00
 - (2 X 100% = 2) (2 X \$0.00) = \$0.00
 - 12 **CART(S)** (64 gal.)
 - (12 X 100% = 12) (12 X \$19.50) = \$234.00
 - **Shredding (placed containers only)** Included

TOTAL ESTIMATED COST/SERVICE – EVERY 4 WEEKS

\$234.00

PAYMENT TERMS

- All invoices will be sent via e-mail immediately following the service
- Payment terms are Net 30 days from the date of the invoice
- A \$25.00 charge will be assessed for all NSF checks
- VISA, MASTERCARD & AMERICAN EXPRESS accepted
- On termination of services by either party, COASTLINE COMMUNITY COLLEGE will pay Shred Confidential, Inc. all outstanding balances for services performed by Shred Confidential, Inc. prior to termination of the Service
- COASTLINE COMMUNITY COLLEGE agree(s) that in the event of default or that the account is placed with a collection agency for collection, COASTLINE COMMUNITY COLLEGE is responsible for reasonable attorney's fees, miscellaneous costs of collection, collection agency fees, court costs, service charges and/or interest as allowed by law

The above costs represent an estimated dollar amount. The actual dollar amount will be based on the amount of material collected & shred – all containers will be scanned and all material amounts are tracked.

If you have any questions regarding this estimate or about service provided by Shred Confidential, Inc. please do not hesitate to call me.

I certify that I am authorized to sign this estimate & I understand and agree to all the terms contained within this estimate.

Coastline Community College Authorized Signature

Shred Confidential, Inc. Authorized Signature

Print Name

Print Name

Date

Date



WIA ITA TRAINING PROVIDER AGREEMENT

County of Orange

AGREEMENT #: S4

CFDA#: 17.258 & 17.260

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District / Coastline Community College hereinafter referred to as "CONTRACTOR", consists of fifty-two (52) sections and the following ten (10) exhibits: A. General Requirements; B. Approved Training Programs; C. Performance Standards; D. Pell Grants; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), and J. Employment Development Department Independent Operator Reporting Requirements.

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SIGNATURES

EXHIBITS

- A. General Program Requirements
- B. Approved Training Programs
- C. Performance Standards

- D. Pell Grants
- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act", to provide workforce investment activities through a One-Stop Service Delivery System, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts, reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation; 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 set aside funds for the purpose of engaging CONTRACTOR to provide tuition-based occupational training upon completion of training; 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 the Agreement is to prepare eligible participants for entry or re-entry into the labor force by providing training for demand occupations in Orange County. CONTRACTOR shall ensure compliance with this purpose.

2. TERM

The effective term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2012 subject to the provisions of **Sections 4 and 38** 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 DIRECTOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that all other terms and conditions of this Agreement remain the same except the amount of compensation described in **Section 14** below shall be determined by DIRECTOR for each year the Agreement is renewed using the same formula used by DIRECTOR to determine the compensation payable in the first year of the contract.

3. APPROVED TRAINING PROGRAMS

This Agreement is based upon the information and representations contained in Exhibit B, CONTRACTOR'S Approved Training Programs. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement. The 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 listed in Exhibit B hereto. Training to be provided hereunder shall be restricted to those classes and programs described in Exhibit B hereto for which at least one participant is enrolled.

4. TERMINATION

(a) DIRECTOR 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 DIRECTOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

1 **5. SERVICES**

2 CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR,
3 and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not
4 limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if
5 fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the
6 specific program components and service levels listed in Exhibits "A", "B", and "C".

7 **6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

8 The parties agree that those program components, and service levels detailed in Exhibits "A", "B", and
9 "C" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and
10 CONTRACTOR. Should the State of California modify any program component and/or service level detailed
11 in Exhibits "A", "B" and/or "C" then the COUNTY shall have the right to unilaterally modify this agreement to
12 meet such requirements. The parties hereto agree that those program descriptions and costs detailed in
13 Exhibit B Approved Training Programs may be modified upon mutual written agreement of the DIRECTOR
14 and CONTRACTOR so long as the information matches CONTRACTOR information on the Eligible Training
15 Provider List (hereinafter referred to as "ETPL") and the basic goals and objectives of the Agreement are not
16 altered.

17 **7. PROGRAMS AND INSTRUCTORS**

18 (a) All programs, courses or classes provided by CONTRACTOR pursuant to this Agreement shall be
19 approved by and/or comply with all applicable requirements of the State Department of Education, and/or
20 any other governmental or private entity that controls entry into or the practice of the trade or profession for
21 which said program or classes are designed to train.

22 (b) All programs, courses or classes shall remain listed on the ETPL in good standing; failure to remain
23 on the ETPL shall result in termination of this contract.

24 (c) CONTRACTOR shall ensure that every instructor involved in the training of participants hereunder
25 shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and
26

that every instructor required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.

8. PAYMENTS

(a) Tuition Reimbursement. This Agreement provides for payment to CONTRACTOR in the form of tuition reimbursement only. Compensation for the services provided by CONTRACTOR hereunder shall be at a rate that is less than or equal to CONTRACTOR'S published tuition rate in accordance with the State of California Eligible Training Provider List, and shall be disbursed in accordance with the tuition reimbursement rates set forth in Exhibit B, Approved Training Programs. COUNTY shall pay to CONTRACTOR the tuition rate only upon receipt of written verification satisfactory to DIRECTOR that the participant has completed the training program in which he/she was enrolled hereunder. Payments to CONTRACTOR hereunder shall be made in accordance with WIA directives and tuition reimbursement policies.

(b) Education Assistance. Notwithstanding the foregoing, CONTRACTOR shall timely either (1) deduct from invoices submitted to COUNTY the amounts of such Pell or other Education Assistance received. At DIRECTOR'S sole option, COUNTY may negotiate the use of Pell or other Educational Assistance awards to meet the social service need(s) of participant(s), or (2) refund to COUNTY an amount equivalent to any Pell Grant or other Educational Assistance payments received by CONTRACTOR for or on account of any participants enrolled hereunder whose full or partial costs of training are covered by this Agreement.

(c) Documentation. CONTRACTOR shall be required to submit the following documentation to DIRECTOR in order to be eligible to receive payment hereunder:

(1) Upon enrollment of a participant hereunder, a voucher with an original copy of the referring training voucher for said participant and a copy of the CONTRACTOR'S Enrollment Agreement Form for the participant signed by both the participant and an authorized representative of CONTRACTOR;

(2) To be eligible to receive payment of the rate specified herein, verification satisfactory to the DIRECTOR that the participant completed the training program.

(3) To be eligible to receive payment for training not completed by an enrolled participant, verification of the total number of hours of training actually completed by the participant, as evidenced by

time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by DIRECTOR and proof of CONTRACTOR'S tuition refund policy in effect at the time this Agreement is executed;

In addition to the foregoing, DIRECTOR shall verify receipt of the participant's WIA Application/Registration Form and WIA Enrollment Form prior to making any payment to CONTRACTOR hereunder.

(d) Total Expenditure. In no case shall the total amount of expenditure by COUNTY under this Agreement exceed the sum of \$6,500 for tuition, books, supplies and registration fees per participant training in the occupations described in Exhibit B.

(e) Withholding Payment. COUNTY reserves the right to withhold or refuse payment for late submission of forms including, but not limited to evidence of insurance as described in **Section 29** hereof and invoices required from CONTRACTOR and/or any referring entity. COUNTY reserves the right to withhold or refuse payment for any portion of services or consideration not rendered by CONTRACTOR and/or received by participant as required hereby.

(f) Compensation Payments. COUNTY also reserves the right to make compensation payments to CONTRACTOR at any time during the period of this Agreement. The payment structure may include:

- 1) Full payment after start date of the training program upon written verification of attendance, or
- 2) 50% payment after start date of the training program upon written verification of attendance. The remaining 50% will be paid upon written verification that participant has successfully completed the training program.

3) In the event the participant does not complete said training, CONTRACTOR will be reimbursed by COUNTY in an amount not exceeding the lesser of (1) the amount that any other student of CONTRACTOR would be required to pay for uncompleted training in accordance with CONTRACTOR'S tuition refund policy in effect at the time this Agreement is made, or (2) the percentage of the full cost to COUNTY of completed training that is equivalent to the percentage of the training program actually completed by the participant.

Payments to CONTRACTOR hereunder shall be made in accordance with WIA directives and tuition reimbursement policies.

(g) Placement Services. Failure of CONTRACTOR to provide to any participant the placement services following completion of training that are described herein shall be a material breach of this Agreement, for which COUNTY may seek all remedies against CONTRACTOR specified in **Section 38** hereof, notwithstanding COUNTY'S earlier payment to CONTRACTOR of the full amount specified herein for such participant.

(h) Total Cost. The amount specified in **Section 8(d)** hereof shall include all costs associated with training and placement services to be provided by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall make no additional claims for costs, charges or fees. Unless otherwise specified herein, CONTRACTOR shall not receive additional payment or any form of additional compensation from COUNTY, OCWIB, individual participants or any other parties for costs associated with any participant's training or placement.

9. 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.

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 requirements are enacted, amended, or revised, CONTRACTOR will comply with such changes or will notify DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. PERFORMANCE STANDARDS

CONTRACTOR shall ensure that at least 75% of all clients receiving any training under this Agreement shall complete training, hereinafter called the COMPLETION RATE and shall obtain employment, hereinafter called the ENTERED EMPLOYMENT RATE. COUNTY reserves the right to suspend referrals to CONTRACTOR at any time the COMPLETION RATE or ENTERED EMPLOYMENT RATE falls below 75%.

13. 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.

14. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

15. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement, in the form and at such times as DIRECTOR may require. DIRECTOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

16. NO SUPPLANTATION

Funds provided under this Agreement shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds. CONTRACTOR shall not render services under this Agreement to any participant whose cost of training is otherwise paid for by any other person or entity.

17. 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 contained herein 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.

18. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

19. 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.

20. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of DIRECTOR. If DIRECTOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR 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 DIRECTOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision DIRECTOR may require

21. 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 tuition rates, payments, and educational assistance payments;
- (2) Source documentation to support accounting records; and
- (3) 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.

22. 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 the timeframe specified after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. Standard business notification is 3 business days, and COUNTY will provide as much notice as possible. 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) Liability. 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.

23. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

24. 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 Approved Training Programs.

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 37** 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, Approved Training Programs 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:

- (1) It does not materially change other terms of this Agreement, and
- (2) 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.

25. PARTICIPANTS

(a) Eligibility. Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by CONTRACTOR in any occupational training to be reimbursed hereunder. Determinations that participants meet federal eligibility requirements shall be made by One-Stop Centers funded by COUNTY, and, when applicable, by WIA Youth Service Providers.

(b) Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act (20 CFR, Part 663).

(c) Rights and Privileges. All participants enrolled in courses pursuant to the Agreement shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR'S premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR'S representatives will provide academic counseling for participants and inform them of CONTRACTOR'S services available to them.

(d) 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.

(e) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR. 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 DIRECTOR 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.

(f) 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, use 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

1 race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical
2 disability (including HIV and AIDS), medical condition (including cancer), marital status, use of family care
3 leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of
4 employees and applicants for employment are free from such discrimination and harassment.

5 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of
6 the Agreement in all subcontracts to perform work under this Agreement.

7 (5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to
8 labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

9 (6) CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit
10 DIRECTOR access, during business hours, to books, records and accounts in order to ascertain
11 CONTRACTOR'S compliance with the above non-discrimination requirements.

12 13 **26. CONFIDENTIALITY**

14 (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable,
15 maintain the confidential nature of information provided to it concerning participants in accordance with the
16 requirements of federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of
17 California and/or the United States government or their representatives, all records requested for
18 administrative purposes, including audits, examinations, monitoring and verification of reports submitted by
19 CONTRACTOR, costs incurred and services rendered hereunder.

20 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer
21 staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with
22 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any
23 and all materials and information with which they may come into contact, or the identities or any identifying
24 characteristics or information with respect to any and all participants referred to CONTRACTOR by
25 COUNTY, except as may be required to provide services under this Agreement or to those specified in this
26 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) The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and CONTRACTOR Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The CONTRACTOR shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled *Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party*.

(d) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

27. 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 CONTRACT.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents 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 CONTRACT.

(c) If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

28. 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 DIRECTOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provision of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with DIRECTOR 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

(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 an additional insured 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/Employer's 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.

(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 INSURER WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

(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 DIRECTOR, Agreement may be terminated.

(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 DIRECTOR 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.

29. 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).

30. INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary in this Agreement, no part of Section 30 will be exercised or enforced by either party unless CONTRACTOR is given federal, state or local funds in connection with this Agreement to develop a training program on behalf of the County, State or Federal entities for Workforce Investment Act training. This Agreement is for tuition reimbursement only, and no funds will be supplied to CONTRACTOR under this Agreement to develop a training program. This provision will survive any termination of this Agreement.

(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.

(3) 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.

(4) 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.

(5) 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-three (33) (a) through thirty-three (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.

(6) Pursuant to paragraph thirty-three (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty three a) through thirty-three 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.

(7) 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 three (a) through thirty-three (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-three (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 three (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-three (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) CONTRACTOR ACKNOWLEDGES AND AGREES THAT 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, directors, 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-three (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.

31. CORPORATE STATUS

If CONTRACTOR is a corporation, it shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in the corporate status or suspension shall be reported immediately in writing to DIRECTOR.

32. 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.

33. INDEPENDENT CONTRACTOR

CONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that neither it nor its employees are in any way agent(s) of COUNTY, nor shall CONTRACTOR or its employees be entitled to any personnel benefits of COUNTY whatsoever.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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."

39. 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.

40. 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 4 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.

41. 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.

42. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties with respect to the subject matter of this Agreement. There are no oral understanding of the parties or terms and conditions other than as stated herein.

43. 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.

44. 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.

45. 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 S. Grand Avenue, Bldg. "B", 3rd Floor
Santa Ana, CA 92705

CONTRACTOR: Coast Community College District / Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Attn: Joycelyn Groot

46. 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 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.

47. WAIVER

No delay or omission by either party 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.

48. 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.

49. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

50. ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

51. INTERPRETATION

This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.

52. PRECEDENCE

The documents herein consist of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then Attachments and Exhibits.

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____

By: _____
Steve Franks
Director, OC Community Resources

"CONTRACTOR"*

Coast Community College District / Coastline
Community College

Dated: _____

By: _____
Title: President, Board of Trustees

Dated: _____

By: _____
Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

GENERAL PROGRAM REQUIREMENTS

The General Program Requirements have been designed to provide the framework wherein the Contractor will provide training services to participants who are referred by the Orange County Workforce Investment Act (WIA) One-Stop System and WIA Youth Providers.

I. Governance

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), Orange County Workforce Investment Board Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

- 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.
- C. State of California Employment Development Department, WIAD06-15 Workforce Investment Act Eligible Training Provider List Policy and Procedures, and any subsequent updates.
- C. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA.
- D. All actions, directives, and policy and procedures issued by OC Community Services/Community Investment Division/Orange County Workforce Investment Board or staff.

II. Approved Training Partner Directory

- A. The WIA requires states to establish a list of training providers that are eligible to receive the WIA funds for training services [WIA Section 122 and 20 CFR 663.500]. Section 134 of the WIA requires that local boards establish a listing of training services and programs that are directly linked to the demand occupations for that area.
- B. The State of California Eligible Training Provider List (ETPL) identifies approved training programs. Using the ETPL, the COUNTY has established the Approved Training Partner Directory (ATPD).
- C. Training programs listed on the ATPD are specifically selected as those that provide comprehensive training programs in demand occupations and which lead to a certificate, degree, credential, skill or competency.
- D. Contractor may add new training programs on the ATPD so long as the training programs are listed on the ETPL and meet the demand occupation criteria for Orange County. New training programs will be listed on the following month's ATPD.
- E. Training programs that are de-listed from the ETPL will be de-listed from the ATPD.

III. Referrals

- A. Training referrals by the One-Stop System and WIA Youth Providers are based on customer choice.
- B. Participants who are eligible to receive training services under the WIA as determined by the One-Stop System or WIA Youth Provider shall have an Individual Training Account (ITA) established in their name.
- C. Contractor shall not permit a participant to begin training until the ITA has been approved and Contractor has received official notification from the County.

IV. Program Costs

- A. The program costs listed on the Approved Training Programs (Exhibit B) shall be the same costs listed on the ETPL and ATPD.
- B. Program costs shall not be updated on the ATPD and the Approved Training Programs (Exhibit B) until the ETPL has been modified.
- C. Tuition increases shall not be applied to WIA participants enrolled in the training program at the time of the increase.
- D. The training provider will not be reimbursed for participants who attended less than 7 business days of the training program.

VI. Placement Services

- A. Contractor shall assist students with job placement services.
- B. Job placement services may include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.

V. Insurance

- A. Contractor must submit all insurance documentation within 30 days of the expiration date, in accordance with Section 28 of this Agreement.
- B. Failure to submit all required insurance documentation may result in the suspension of referrals and tuition payments.

VII. Payments

- A. To receive payments for participants who completed their training program, Contractor must submit:
 - 1. Invoice signed by approved school official.
 - 2. Transcripts, copy of certificate, or written verification attached from registrar or other school official verifying participant has completed training.
- B. To receive payments for participants who attended 8 or more business days of the training program, but did not complete the program. Contractor must submit:
 - 1. Attendance records which verify the number of training hours completed or written verification attached from registrar or other school official verifying last date of attendance.
 - 2. Invoice signed by approved school official.

APPROVED TRAINING PROGRAMS

The following training programs are approved for referrals from the Orange County One-Stop Center and WIA Youth Employment Programs. Referrals to a training provider/training program do not guarantee enrollment.

Training Location:

12901 Euclid Street
Garden Grove, CA 92840

Name of Training Program	ETPL Program Code	ETPL State ID	Total Cost
AS – Computer Networking	11010112300100	1752	\$4,160.00
AS Degree – Accounting	52030115300000	1752	\$5,060.00
AS Degree – Business	52010115300200	1752	\$4,760.00
AS Degree – Retail Management	52010115300000	1752	\$4,760.00
AS Degree – Supervision & Management	52010115300100	1752	\$4,760.00
AS Degree – Supply Chain Management	52010115300300	1752	\$4,760.00
Building Codes Technology (Certificate)	46040312300000	1752	\$1,802.00
Building Codes Technology (Degree)	46040315300000	1752	\$3,660.00
Certificate of Achievement – Supervision Management	52010112300100	1752	\$1,971.00
Certificate of Achievement – Supply Chain	52010112300300	1752	\$1,871.00
Certificate of Achievement – Retail Management	52010112300000	1752	\$2,680.00
Certificate of Achievement – Business	52010112300200	1752	\$2,172.00
Computer Networking	11010115300000	1752	\$2,341.00
Digital Media Foundation	09070212300000	1752	\$1,880.00
Emergency Management/Homeland Security (Cert)	44999912300000	1752	\$1,524.00
Emergency Management/Homeland Security (Degree)	44999915300000	1752	\$3,660.00
Global Logistic/Trade Module I	52020312300201	1752	\$2,500.00
Global Logistic/Trade Module II	52020312300101	1752	\$5,000.00
Global Logistic/Trade Module III	52020312300000	1752	\$6,500.00
Medical Office Administration & Billing/Coding	51070512300000	1752	\$5,850.00
Process Technician (Certificate)	15999912300000	1752	\$1,763.00
Process Technician (Degree)	15999915300000	1752	\$3,660.00
Real Estate (Certificate)	52150112300000	1752	\$1,724.00
Real Estate (Degree)	52150115300000	1752	\$3,660.00

Training Location:

2990 Mesa Verde Drive East
Costa Mesa, CA 92626

Name of Training Program	ETPL Program Code	ETPL State ID	Total Cost
Paralegal Studies	22030215300000	1752	\$4,085.00
Paralegal Studies Program	22030212300000	1752	\$1,927.00

1. Compensation for the services provided by Contractor hereunder shall be at a rate that is less than or equal to Contractor's published tuition rate on the ETPL, and shall not exceed \$6,500.00 per participant after deduction of Pell or other Education Assistance received.
2. To be eligible to receive payment for training not completed by an enrolled participant, verification of the total number of hours of training actually completed by the participant, as evidenced by time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by County and proof of Contractor's tuition refund policy in effect at the time this Agreement is executed;
3. All programs, courses or classes shall remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in termination of this contract.
4. Additional training programs can be added to Exhibit B. All training programs must listed on the ETPL and meet the demand occupation criteria.
5. Price increases or decreases must be listed on the ETPL prior to modifying Exhibit B.

PERFORMANCE CRITERIA

20 CFR 663.535(2)(e) allows local boards to implement performance levels for the local training provider list. The following outlines the performance policy for training providers listed on the Approved Training Partner Directory (ATPD).

1. Quarterly Training Provider Performance

- a. Contractor must have a cumulative quarterly Completion Rate of 75% and a cumulative Entered Employment Rate of 75% for WIA participants for all approved training programs.
- b. The Completion Rate is determined by the number of participants who completed or dropped out of the program divided by the number of participants who completed the program.
- c. The Entered Employment Rate the number of students who completed the training program divided by the number of participants who were employed in training related employment within 180 days of completing the training program.
- d. If Contractor fails to meet the 75% criteria for both the Completion Rate and the Entered Employment Rate for two consecutive quarters, Contractor may be suspended from receiving referrals until the Completion Rate and Entered Employment Rate meets performance levels. County will complete an administrative review to determine the cause for not meeting performance and determine if suspension of referrals is required.

2. Annual Training Provider Performance

- a. Annual Performance for Completion Rate and Entered Employment Rate will be calculated at the end of each Program Year for all WIA participants.
- b. If Contractor falls below the 75% Completion Rate and Entered Employment Rate shall be de-listed from the OCWIB Approved Training Partner Directory.

PELL GRANTS

1. CONTRACTOR'S Financial Aid Officer shall inform COUNTY of the amounts and disposition of all Higher Education Act (HEA) Title IV awards and other types of financial aid to WIA participants.
2. If PELL or HEA Title IV funds are available to a participant whose training is funded pursuant to this agreement, the additional regulations set forth in the Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act Final Rule are applicable and CONTRACTOR shall abide by all said regulations.
3. WIA Regulations section 663.320 specifically requires that WIA funds are not to be used to pay for the cost of training when PELL Grant funds or other grant assistance is available.
4. WIA participants may enroll in a training program with WIA funds while an application for PELL Grant funds is pending.
5. WIA Regulations section 663.320 requires that the local workforce investment area (the COUNTY) be reimbursed for the amount of the PELL Grant used for training if the participant's PELL Grant application is approved.
6. Any participant awarded a PELL Grants must be a party to an Agreement between the COUNTY and the CONTRACTOR indicating the portion of the grant to be applied to participant shall be valid.

DRUG FREE WORKPLACE CERTIFICATION**Company/Organization Name:**Coast Community College District / Coastline Community College

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's NameDate ExecutedExecuted in the County ofPresident, Board of TrusteesContractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

President, Board of Trustees

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Coast Community College District (Coastline Community College)

Grantee/Contractor Organization

Name

President, Board of Trustees

Title

Authorized 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).

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual _____ Planned _____ 12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____	13. Type of Payment (check all that apply) a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1;"> Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ </div> </div>		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -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: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Coast Community College District / Coastline Community College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

President, Board of Trustees

Title

Authorized Signature

Date

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A EXEMPT

_____	_____
First Name & Middle Initial	Last Name

Social Security No.	

\$	
_____	_____
Contract Number	Dollar Value of Contract

_____	_____
Start Date	Expiration Date

1. The OCWIB or EDD *may* deny eligibility if the application from a provider is not complete or not submitted within required timeframes [WIA Section 122(b) & (e)(2)].
2. The OCWIB or EDD *must* deny eligibility if an applicant fails to meet the minimum criteria for initial listing specified in this procedure (refer to Section V. A. 1.) [WIA Section 122(b) & (e)(2)].
3. The EDD *must* deny eligibility if it is determined that the applicant intentionally supplied inaccurate information [WIA Section 122(f)(1)].
4. The OCWIB or EDD *may* deny eligibility to a provider who has been found to have substantially violated any WIA requirements [WIA Section 122(f)(2)].
5. If the OCWIB denies a provider's application for listing on the Eligible Training Provider List or Approved Training Partner Directory, the OCWIB must, within 30 days of receipt of the application, inform the provider in writing and include the reason(s) for the denial and complete information on the appeal process.
6. If EDD denies a provider's program listing on the Eligible Training Partner List, EDD must within 30 days of receipt of the nomination from a local board, inform provider in writing and include the reason(s) for the denial and complete information on the appeal process. EDD must inform the OCWIB of the denial and the reason(s) for the denial.

1. The OCWIB or EDD *must* de-list a program at any point at which it is determined that the program does not meet the minimum criteria for initial listing. For example, a program can be de-listed if its eligibility depended on accreditation, and the accreditation was lost [WIA Section 122l(6)].
2. The EDD *must* de-list a program if it is determined that the applicant intentionally supplied inaccurate information [WIA Section 122(f)(1)].
3. The OCWIB or EDD *may* de-list a program if the provider is found to have substantially violated any WIA requirements [WIA Section 122(f)(2)].
4. If the OCWIB de-lists a program from the Eligible Training Provider List and/or the Approved Training Partner Directory, the OCWIB must, within ten days of its decision, inform the provider in writing and include the reason(s) for the denial and complete information on the appeals process.
5. If EDD de-lists a program from the Eligible Training Provider List, EDD must, within ten-days of its decision, inform the provider in writing and include the reason(s) for the denial and complete information on the appeal process. In addition, EDD must inform the OCWIB of the denial and the reason(s) for the denial.
6. If the OCWIB de-lists a program from the Approved Training Partner Directory, the OCWIB must, within 10 days of its decision, inform the provider in writing and include the reason(s) for the denial and information on the appeal process.

1. If EDD, in consultation with the OCWIB, determines that a provider intentionally supplied inaccurate information for the Eligible Training Partner List purposes, EDD shall terminate the eligibility of the provider to receive any funds under WIA Section 133(b) for at least two years [WIA Section 122(f)(1)].
2. If the OCWIB determines that a provider intentionally supplied inaccurate information for the Approved Training Partner Directory purposes, the OCWIB shall terminate the eligibility of the provider to receive any funds under WIA Section 133(b) for at least two years [WIA Section 122(f)(1)].
3. If EDD, or the OCWIB working with EDD, determines that an eligible provider substantially violates any WIA requirement, EDD, or the OCWIB working with EDD, may terminate the eligibility of the provider to receive any funds for a period of time under WIA Section 133(b) or take other such action as EDD or the local board deems appropriate [WIA Section 122(f)(2)].

Date:

*[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.]

APPEALS PROCESS

Appeals to Local Boards [WIA Section 122(g)]

If the OCWIB denies your application for initial listing on the Eligible Training Provider List and/or the Approved Training Partner Directory, or a program is de-listed on the Eligible Training Provider List and/or the Approved Training Partner Directory:

1. A provider wishing to appeal the decision must submit an appeal to the OCWIB within 30 days of the issuance of the denial notice. The appeal must be in writing and include a statement of the desire to appeal, specification of the program in question, the reason(s) for the appeal (i.e. grounds), and the signature of the appropriate provider official.
2. The OCWIB and the provider will have an informal meeting within seven (7) business days after the OCWIB receives the written appeal.
3. If the dispute is not resolved, the provider may request a hearing. The hearing officer shall be an impartial person. The hearing officer shall provide written notice to the concerned parties of the date, time, and place of the hearing at least ten calendar days before the scheduled hearing. Both parties shall have the opportunity to present oral and written testimony under oath; to call and question witnesses; to present oral and written arguments; to request documents relevant to the issues(s), and to be represented.
4. The OCWIB will notify providers of its final decision on an appeal within 60 days of receipt of the appeal. This period includes a hearing if requested by the provider.

Appeals to EDD [WIA Section 122(g)]

This procedure applies only to an appeal by a training provider based on an EDD denial of the provider's application for initial listing on the Eligible Training Provider List or the de-listing of a program already listed on the Eligible Training Provider List. In addition, a provider may appeal to EDD if it has exhausted the appeal process of the OCWIB and is dissatisfied with the OCWIB's final decision.

1. A provider wishing to appeal to EDD must submit an appeal request to the Workforce Investment Division in EDD's Central Office within 30 days from either the issuance of a denial notice or the provider's notification of the OCWIB's final decision on an appeal. The request for appeal must be in writing and include a statement of the desire to appeal, specification of the program in question, the reason(s) for the appeal (i.e. grounds), and the signature of the appropriate provider official. A provider appeal should be addressed to:

Bob Hermsmeier, Chief
Workforce Services Division, MIC 69
P.O. Box 826880
Sacramento, CA 94280-0001

2. The EDD will promptly notify the OCWIB when EDD receives a request for appeal and when a final decision has been rendered.
3. The EDD will administratively review an appeal, make a preliminary decision, and notify the provider. The EDD can either uphold or reverse the appealed decision, or EDD can refer the appeal to the California Unemployment Insurance Appeals Board (CUIAB). The EDD will also refer an appeal to the CUIAB if the provider requests a hearing in writing within 15 days of the issuance of EDD's preliminary decision. The CUIAB will schedule a hearing with an administrative law judge whose decision will be issued within 60 days of the appeal being referred to the CUIAB or within 30 days of the closing of the record.
4. The administrative law judge shall provide written notice to the concerned parties of the date, time, and place of the hearing at least ten calendar days before the scheduled hearing. Both parties shall have the opportunity to present oral and written testimony under oath; to call and question witnesses; to present oral and written arguments; to request documents relevant to the issues(s) and to be represented. The decision of the CUIAB administrative law judge is the final administrative decision.

Name of Training Provider: Coast Community College District (Coastline Community College)

*Authorized Signature(s): _____ Date: _____
President, Board of Trustees _____ Date: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

COUNTY and the State of California 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. 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 ten (10) days after receipt of written demand by DIRECTOR 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.

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. 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.

*Authorized Signature(s): _____ Date: _____
President, Board of Trustees _____ Date: _____

*[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.]

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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)

(1) The prospective primary participant (i.e. contractor or grantee) certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Name of Training Provider: Coast Community College District (Coastline Community College)

*Authorized Signature(s): _____ Date: _____
 President, Board of Trustees _____ Date: _____

*[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.]

EduStream™ Institutional License Agreement

This Agreement is entered into by and between the San Bernardino Community College District ("SBCCD") and Coast Community College District ("CCCD"), an educational institution.

WHEREAS, SBCCD has created a web service and web-access portal and related technology ("EduStream") for the purpose of linking students to digital media, streaming video, and other educational materials in furtherance of classroom and distance education purposes; and

WHEREAS, SBCCD desires to make the EduStream product available to the educational community; and

WHEREAS, CCCD desires to provide access to the EduStream product to its faculty and students for research and educational purposes;

NOW THEREFORE, the parties hereby agree as follows:

I. Definitions.

"EduStream" is a proprietary web service and web-access portal created and maintained by the San Bernardino Community College District for the benefit of its authorized users. The web-based streaming application is provided for access by the California Community College system, other colleges, universities, and higher learning institutions, and their faculty and students.

"SBCCD" means the San Bernardino Community College District and the individual administrator(s) designated by the Chancellor/President to administer the EduStream web service and web-access portal.

"User" means any student or person authorized by a Site Administrator or an authorized agent of SBCCD to access and view some or all portions of the EduStream web service and web-access portal.

"Site Administrator" means a person designated by an Institution and approved by SBCCD as the administrator in charge of creating user login accounts and passwords for students and faculty, providing access to faculty and third party providers to add or upload content for access via the EduStream web service and web-access portal, monitoring user compliance with the terms and conditions of the individual end-user agreements and the Institutional License Agreement, and other such tasks as directed by SBCCD.

"Institution" means any individual community college, college, university, and/or other higher learning facility or organization, including ancillaries and/or division thereof.

"Content" means any data, text files, audio files, video files, streaming digital media, or other information that may be stored on, accessed by, linked to, or incorporated within EduStream by any other authorized user, third parties, or SBCCD.

“Third Party Content Provider” means any person or entity who, while not in the capacity of an Institution, Site Administrator or authorized User, and with permission of a Site Administrator and/or SBCCD, makes available any data, text files, audio files, video files, streaming digital media, or other information for the purpose of being stored on, accessed by, linked to, or incorporated within EduStream.

II. Terms of Use.

A. Term.

This agreement shall commence upon CCCD’s acceptance of the terms and conditions stated herein, and shall continue for five (5) years unless terminated in the manner specified in Section II F.

B. Duties of SBCCD.

SBCCD shall make available to CCCD, for the benefit and use of its faculty and students, access to the EduStream web service and web-access portal. Such access and use shall be for research and educational purposes only and shall be subject to the terms, limitations, disclaimers, and warranties described herein.

C. Duties of CCCD.

CCCD acknowledges that the authorized use of EduStream shall be limited in all respects to direct access and viewing of EduStream content by authorized Users for educational and research purposes only, through the use of an individually assigned user login and password. CCCD shall designate a Site Administrator to be approved by SBCCD. The Site Administrator shall be responsible for issuing and monitoring User logins and passwords at his/her discretion and shall establish any registration or application requirements for authorized Users.

EduStream provides CCCD 100 Gigabytes of file storage, unlimited number of accounts for faculty and staff, and unlimited access to the EduStream web service and web-access portal. Should CCCD desire additional file storage beyond the 100 Gigabytes file storage limit, SBCCD may implement a fee-based structure for the additional allotment of additional storage.

The Site Administrator shall employ individual user logins and passwords as a means to restrict access to certain portions of the EduStream web service and functionalities, as made available to Users at the complete discretion of SBCCD. The Site Administrator shall be responsible for evaluating and approving any Content that is linked or uploaded to EduStream by CCCD. CCCD shall be solely responsible for ensuring that such Content is provided in full compliance with applicable laws, including copyright law.

CCCD agrees and understands that any rights granted hereunder to provide access and use of the EduStream product for its faculty and/or students is granted by limited, non-exclusive license and is not sold. CCCD may not sublicense, assign or transfer the authorization any rights hereunder to any other person or entity.

D. Intellectual Property.

Nothing hereunder shall grant to CCCD any ownership in or rights to any intellectual property or Content comprised by EduStream, or any component thereof or associated therewith, whether created by SBCCD or by any third party, whether or not in cooperation with SBCCD. The arrangement, structure, appearance, and computer code which comprise the EduStream web services and web-access portal are the intellectual property and/or trade secrets of SBCCD. CCCD shall not participate in or facilitate the misappropriation of any such property or trade secrets by any person or entity.

Content made available for access by Users may at any given time be the property and creative work of SBCCD, an authorized User or Institution, or a Third Party Content Provider. CCCD shall treat all such content as if it is the intellectual property of either SBCCD, an authorized User, another authorized Institution, or a Third Party Content Provider, and shall take reasonable steps to prevent any unauthorized use, infringement, or theft of such property.

EduStream and the EduStream logo are trademarks of the San Bernardino Community College District in the United States and/or other countries, and shall not be used in any manner without the express written permission of SBCCD.

E. Modification.

CCCD shall not modify, adapt, translate or create derivative works based upon the EduStream product (*This provision excludes any instructional programs, content, and/or intellectual property developed and copyrighted by CCCD and licensed to SBCCD for use in EduStream and/or original material developed by faculty and uploaded to EduStream for their use and benefit. Uploading of content into EduStream does not convey ownership and/or provide any rights of ownership to SBCCD and/or users of EduStream*). CCCD shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the EduStream source code. CCCD shall not attempt to circumvent or disable any security feature of the EduStream Product, including its password protection, or assist any other person or entity in doing so.

F. Termination.

This agreement may be terminated by either party for any reason upon thirty (30) days written notice as follows:

By CCCD through written notification to SBCCD, Distributed Education and Technology Services, at 441 West 8th Street, San Bernardino, California, 92401.

By SBCCD, through written notification to *Executive Dean, Center for Instructional Systems Development* at the following address:

*Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708.*

Reasons for termination may include but shall not be limited to breach of any of the terms of this agreement; any unauthorized or commercial or for-profit use by CCCD, or any use which constitutes a violation of law. Each party's responsibilities as pertains to any use of the EduStream product are ongoing and shall survive the termination of this agreement.

III. Indemnity, Warranties and Disclaimers.

A. Indemnity.

SBCCD and CCCD agrees to indemnify and hold each other harmless from any and all liabilities, losses, damages, claims, or causes of action (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to CCCD's use or access of the EduStream web service and web-access portal. This indemnity provision specifically includes any liability resulting from any allegations of misappropriation or infringement of any intellectual property or privacy rights asserted by any third party related to content provided by the institution for access on EduStream.

B. Warranty.

THE EDUSTREAM WEB SERVICE AND WEB-ACCESS PORTAL IS MADE AVAILABLE TO INSTITUTIONS AND AUTHORIZED USERS ON AN "AS IS" BASIS ONLY AND WITHOUT ANY WARRANTY OF ANY KIND. SBCCD MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EDUSTREAM PRODUCT.

C. Limit of Liability.

Except if due to negligence or other wrongdoing, SBCCD and CCCD shall not, under any circumstance, be liable to any Institution or User or any other person or entity for any loss, claims, costs or damage, whether direct, indirect, or incidental, for any loss of use or revenues, lost or damaged data, or any other commercial or economic loss which may result from the use of or access to, or loss of use or loss of access to, or the proper or improper functioning, of the EduStream product.

SBCCD may find it necessary to interrupt service for periodic maintenance and reserves the right to do so. Scheduled maintenance shall be preceeded by reasonable notice posted on the EduStream site. Such notice shall be posted forty-eight (48) hours in advance unless unanticipated conditions necessitate shorter notice. In all cases of service interruption, SBCCD will endeavor to restore service at the earliest possible time under the circumstances. SBCCD shall not be liable for any service interruption beyond its control (e.g. local or regional power failure).

D. Third Party Content.

CCCD acknowledges that the authorized use of EduStream may allow Users to access third party data, text files, audio files, video files, streaming digital media, or other information

which is not owned and/or has not been created by, and may not have been reviewed or edited by SBCCD. Use of and reliance upon third party Content is at each User's own risk, and approval of third party Content submitted for inclusion in EduStream by institutions shall be the responsibility of the individual Institution. SBCCD makes no warranties or representations, express or implied, regarding the integration, accuracy, security, availability, quality, merchantability or fitness for any particular purpose with respect to the third party Content.

IV General Provisions.

This Agreement constitutes the entire agreement governing Institution's use of and access to the EduStream product, and there exist no other agreements, warranties or representations other than those expressly mentioned herein. This Agreement is the final and complete expression of the rights and responsibilities of the parties.

This Agreement shall be construed under and governed by the laws of the State of California, to the extent applicable and without regard for its conflict of law provisions, and by the laws of the United States of America.

If any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.

APPROVED AND ACCEPTED:

COAST COMMUNITY COLLEGE DISTRICT

Jerry Patterson
President, Board of Trustees

Date

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Date

San Bernardino Community College District

EduStream™ End-User License Agreement

NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING OR ACCESSING ANY FEATURE OR ANY PORTION OF THE EDUSTREAM™ WEB SERVICE AND WEB-ACCESS PORTAL ("EDUSTREAM"), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement establishes the rights and responsibilities of the owners and users of the EduStream product.

I. Definitions.

"EduStream" is a proprietary web service and web-access portal created and maintained by the San Bernardino Community College District for the benefit of its authorized Users. The web-based streaming application is provided for access by the California Community College system, other colleges, universities, and higher learning institutions, and their faculty and students.

"SBCCD" means the San Bernardino Community College District and the individual administrator(s) designated by the Chancellor/President to administer the EduStream web service and web-access portal.

"User" means any person authorized by a site administrator or an authorized agent of SBCCD to access and views some or all portions of the EduStream web service and web-access portal.

"Site Administrator" means a person designated by individual community colleges, colleges, universities, and higher learning institutions, and approved by SBCCD, as the administrator in charge of creating user login accounts and passwords, provide access to faculty and Third Party Content Providers to add or upload content for access via the EduStream web service and web-access portal, monitoring User compliance with the terms and conditions of the use agreement, and other such tasks as directed by SBCCD.

"Content" means any data, text files, audio files, video files, streaming digital media, or other information that may be stored on, accessed by, linked to, or incorporated within EduStream by any other authorized User, thirds parties, or SBCCD.

"Third Party Content Provider" means any person or entity who, while not in the capacity of a Site Administrator or authorized User, and with permission of a Site Administrator and/or SBCCD, makes available any data, text files, audio files, video files, streaming digital media, or other information for the purpose of being stored on, accessed by, linked to, or incorporated within EduStream.

II. Terms of Use.

A. Term.

This agreement shall commence upon User's acceptance of the terms and conditions

stated herein, by clicking the "I Accept" button, and shall continue until later terminated in the manner specified in section II E.

B. Limitations.

User agrees that the authorized use of EduStream shall be limited in all respects to direct access and viewing of EduStream content for educational and research purposes only, through the use of an individually assigned user login and password. User shall obtain a user login and password at the discretion of an authorized Site Administrator at an approved Institution and shall comply with any registration or application requirements as determined by the Site Administrator. User may be required to update the registration or application materials from time to time as required by SBCCD and/or the Site Administrator.

The images and other media accessed through EduStream may be protected by copyright law and are solely for the use of students enrolled in courses at SBCCD or another authorized community college, college, universities, or higher learning institution under the terms of an Institutional User Agreement, for purposes associated with said courses, and may not be retained, copied or further disseminated outside of the scope of the course for which it was authorized.

User understands that individual user logins and passwords may serve as a means to restrict access to certain portions of the EduStream web service and functionalities, subject to the complete discretion of SBCCD and/or an authorized Site Administrator. User's grant of access to any portion or function of the EduStream product shall not constitute any right of access to any other portion or function.

User agrees and understands that the right to use EduStream is granted by limited, non-exclusive license and has not been sold or otherwise transferred hereunder. User may not sublicense, assign or transfer the authorization to use and access EduStream to any other person or entity.

C. Intellectual Property.

User agrees that in receiving permission to use or access EduStream, User does not and shall not acquire any ownership in or rights to any intellectual property or content comprised by EduStream, or any component thereof or associated therewith, whether created by SBCCD or by any third party, whether or not in cooperation with SBCCD. The arrangement, structure, appearance, and computer code which comprise the EduStream web services and web-access portal are the intellectual property and/or trade secrets of SBCCD. User shall not participate in or facilitate the misappropriation of any such property or trade secrets by any person or entity.

Content made available for access by users may at any given time be the property and creative work of SBCCD, an authorized User, or a Third Party Content Provider. User shall treat all such content as if it is the intellectual property of either SBCCD, another authorized User, or a Third Party Content Provider, and shall take reasonable steps to prevent any unauthorized use, infringement, or theft of such property. Absent explicit

written permission by the owner or assignee of intellectual property accessed through EduStream, User shall not copy, reproduce, distribute, or rebroadcast such property, or otherwise infringe upon any rights conferred by copyright law or otherwise.

EduStream and the EduStream logo are trademarks of the San Bernardino Community College District in the United States and/or other countries, and shall not be used in any manner without the express written permission of SBCCD.

D. Modification.

User shall not modify, adapt, translate or create derivative works based upon the EduStream product. User shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the EduStream source code. User shall not attempt to circumvent or disable any security feature of the EduStream product, including its password protection, or assist any other person or entity in doing so.

E. Termination.

This agreement may be terminated by either party as follows:

By User through written notification to SBCCD, Distributed Education and Technology Services, at 441 West 8th Street, San Bernardino, California, 92401.

By SBCCD or any Site Administrator through deactivation of User's login and password, for reasons which may include but shall not be limited to: Users' breach of any of the terms of this agreement; any unauthorized or commercial or for-profit use by User; any use which constitutes a violation of law.

Each party's responsibilities as pertains to any use of the EduStream product are ongoing and shall survive the termination of this agreement.

III. Indemnity, Warranties and Disclaimers.

A. Indemnity.

Except if due to the negligence or other wrongdoing of SBCCD, user agrees to indemnify and hold SBCCD harmless from any and all liabilities, losses, damages, claims, or causes of action (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use or access of the EduStream product.

B. Warranty.

THE EDUSTREAM WEB SERVICE AND WEB-ACCESS PORTAL IS MADE AVAILABLE TO AUTHORIZED USERS ON AN "AS IS" BASIS ONLY AND WITHOUT ANY WARRANTY OF ANY KIND. SBCCD MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE

EDUSTREAM PRODUCT.

C. Limit of Liability.

Except if due to the negligence or other wrongdoing of SBCCD, SBCCD shall not, under any circumstance, be liable to any user or any other person or entity for any loss, claims, costs or damage, whether direct, indirect, or incidental, for any loss of use or revenues, lost or damaged data, or any other commercial or economic loss which may result from the use of or access to, or loss of use or loss of access to, or the proper or improper functioning, of the EduStream product.

SBCCD may find it necessary to interrupt service for periodic maintenance and reserves the right to do so. Scheduled maintenance shall be preceded by reasonable notice posted on the EduStream site. Such notice shall be posted forty-eight (48) hours in advance unless unanticipated conditions necessitate shorter notice. In all cases of service interruption, SBCCD will endeavor to restore service at the earliest possible time under the circumstances. SBCCD shall not be liable for any cause for service interruption beyond its control (e.g. local or regional power failure).

D. Third Party Content.

The authorized use of EduStream may allow User to access third party data, text files, audio files, video files, streaming digital media, or other information which is not owned and/or has not been created by, and may not have been reviewed or edited by SBCCD. Use of third party Content is at User's own risk. SBCCD makes no warranties or representations, express or implied, regarding the integration, accuracy, security, availability, quality, merchantability or fitness for any particular purpose with respect to the third party Content.

IV. General Provisions.

This Agreement constitutes the entire agreement governing User's use of and access to the EduStream product, and there exist no other agreements, warranties or representations other than those expressly mentioned herein. This Agreement is the final and complete expression of the rights and responsibilities of the parties.

SBCCD reserves the right to amend and/or supplement the terms and conditions of this Agreement and shall provide adequate notice to users upon such amendment or supplementation. Continued use of the EduStream product subsequent to such notice by any user shall constitute agreement with such amendment or supplementation.

This Agreement shall be construed under and governed by the laws of the State of California, to the extent applicable and without regard for its conflict of law provisions, and by the laws of the United States of America.

If any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.

BY CLICKING THE "I ACCEPT" BUTTON AND/OR BY USING ANY FUNCTION OR FEATURE OF THE EDUSTREAM PRODUCT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, CLICK THE "DECLINE" BUTTON AND DISCONTINUE YOUR USE OF THE EDUSTREAM PRODUCT.



CITY OF COSTA MESA
ADMINISTRATIVE SERVICES DEPARTMENT – RECREATION DIVISION
77 FAIR DRIVE, COSTA MESA, CA 92626
(714) 754-5300 • Fax (714) 754-5166

APPLICATION AND AGREEMENT FOR USE OF PARK FACILITIES

Event Date: 9-18-10

Reservation Number: _____

USER AGREEMENT

I hereby certify that I shall be personally responsible for any damage or unnecessary abuse to buildings or equipment on said premises.

Applicant agrees to hold the City of Costa Mesa harmless and free from any liability of any nature, arising out of the use of City Recreational Facilities, to include reimbursement of any legal costs and fees incurred in defense of such claims. I AGREE TO ABIDE BY AND ENFORCE THE RULES AND REGULATIONS OF THE CITY OF COSTA MESA AND CERTIFY THAT I HAVE READ AND AGREE TO THE RULES AND REGULATIONS ON THE APPLICATION AS TERMS HEREIN.

Date: _____ Signature: _____

PARK FACILITY INFORMATION

Is event open to the public? ☐ Yes ☒ No Admission Charge? ☐ Yes ☒ No

Donations accepted? ☐ Yes ☒ No Amount of admission or donation per person: \$ _____

Purpose of this charge: _____

Will your group be engaged in commercial activities while utilizing the park? ☐ Yes ☒ No

Will the meeting/program be politically or religiously oriented? ☐ Yes ☒ No

In what way? _____

Nets will not be provided for volleyball court use.

The maximum number of participants for this event will NOT exceed 250 (Initial) _____

INSURANCE REQUIREMENTS

FACILITY USER shall provide written evidence to CITY of the existence and content of all insurance coverage (if required) as in this Agreement provided.

☐ CITY ELECTS LIABILITY INSURANCE OPTION (Copy of FACILITY USER'S Policy of Insurance and endorsement naming CITY as an additional named insured attached hereto as Exhibit 1).

☐ CITY waives liability insurance option.

I will be utilizing the services of a bounce house/pony ride/caterer/etc. company for my event? ☐ Yes ☐ No

Type of service: _____ Name of Company: _____

RECREATION DIVISION
754-5300

PARK RANGER – POLICE DEPARTMENT
754-5252

EMERGENCIES ONLY
911

ORDINANCE NO. 86-19, Section 12-18

- a. No person shall disobey any instruction, sign, or notice posted by the City in any park, recreation center, or building or structure thereon for its reasonable regulation, use, or
- b. No person shall disobey any reservation notice issued or posted by the City concerning use of any park facility site, tables, or other public accommodations therein.

ORDINANCE NO. 89-19, Section 11-3

No person shall bring or consume any alcoholic beverage in public parks, except in any area of public park where drinking has been expressly approved by the City Council or its designee.

ORDINANCE NO. 68-10

Vehicles are not permitted on park grounds and will be ticketed.

ORDINANCE NO. 86-19, Section 12-20(5)

No person shall make any fire or hold any barbecue except at places designated by the director.

HOLD HARMLESS AND INDEMNITY AGREEMENT

I, facility user, have expressed the desire to utilize a City facility as stated on this application.

We, the City of Costa Mesa, agree to provide access to the facility requested on this application.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed, and to be performed, the parties hereto agree as follows:

A. CITY shall schedule access to and make all provisions for FACILITY USER to enter and use said public facility as required for him to fulfill the purpose of this Agreement.

B. Designate in writing an Administering Officer to act as CITY's representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY's requirements in connection with said use.

C. FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless CITY, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of this Agreement (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent, member, invitee, or employee of FACILITY USER, or of CITY or damage to the property of FACILITY USER, or of CITY or of any agent, member, invitee or employee of FACILITY USER, or of CITY), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of CITY or any of its agents or employees other than negligent omission or commissions of CITY, its agents or employees, in connection with the general supervision or direction of the use of said facility. FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless CITY any and all of CITY's officers, agents and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by CITY or others at the direction of CITY and used in the performance of the purpose hereunder.

D. It is further understood and agreed that FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee of CITY. FACILITY USER shall secure at his expense, and be responsible for any and all payment of income tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility.

E. CITY may at its option, elect to require FACILITY USER to secure and maintain throughout the period of use contemplated under this Agreement, bodily injury and property damage liability insurance with policy limits of not less than \$500,000/\$1,000,000 therefor, or, alternately, a \$1,000,000 combined single limit, with CITY as an additionally named insured. Such policy or policies of insurance shall further provide that said policies of FACILITY USER shall be primary over any insurance held by CITY that may be applicable.

F. The provisions hereof and the exhibits hereto annexed represent the entire Agreement between the parties. This Agreement, the exhibits hereto and any special provisions to which the Agreement is subject, may only be altered, amended, or rescinded by a duly executed written Agreement.

Executed in the City of Costa Mesa, County of Orange, State of California, and subject to laws thereof.

INDEMNITY AGREEMENT

Orange Coast College (applicant/organization name) agrees to indemnify, defend (at City's option) and hold harmless the City of Costa Mesa, its officials, employees, representatives, and volunteers from any and all claims, demands, defense costs, liabilities or consequential damages of any kind or nature which rise out of the use of Fairview Park in connection with the Orange Coast Classic Cross Country Event which will take place in Costa Mesa, California on September 18, 2010, except where such claims, demands, defense costs, liabilities or consequential damages are caused solely by the negligent or wrongful acts of the City of Costa Mesa, its officers, agents and/or employees. This agreement includes any liabilities that may arise out of the use of booths, concessions or any other activities conducted, set up and/or used by all applicant during the event, including non-members or guests of Orange Coast College.

Date: _____

Authorized representative for:

Signature

Jerry Patterson, President, Board of Trustees
Print Name and Title

Coast Community College District
Name of Organization

WAIVER AND RELEASE OF LIABILITY

I am the authorized representative of the applicant and responsible organization Orange Coast College for the Orange Coast Classic Cross Country (hereafter "event") to be held September 18, 2010 at Fairview Park in Costa Mesa, California.

The Organization hereby ASSUMES ANY AND ALL RISKS associated with the event including but not limited to injuries sustained by participant arising out of strenuous physical activity or exertion; striking or being struck by objects, vehicles or persons; uneven or defective roadway surfaces; exposure to heat, cold or humidity.

The Organization APPRECIATES AND VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with the event and any property directly adjacent or appurtenant to the event location.

THE ORGANIZATION HEREBY FOR ITSELF, OR ANYONE WHO MIGHT CLAIM ON ITS BEHALF AGREES NOT TO BRING ANY CLAIM AGAINST THE CITY OF COSTA MESA AND WAIVES, RELEASES AND DISCHARGES THE CITY OF COSTA MESA, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE EXCEPT FOR LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OR WRONGFUL ACTS OF THE CITY OF COSTA MESA OR ITS OFFICERS, AGENTS OR EMPLOYEES. THIS RELEASE AND WAIVER EXTENDS TO ALL CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, FORESEEN OR UNFORSEEN, KNOWN OR UNKNOWN.

I HAVE READ THE FOREGOING AND CERTIFY MY ACCEPTANCE OF THE ABOVE PROVISIONS ON BEHALF OF THE ORGANIZATION BY MY SIGNATURE ON THIS DATE, _____ (date).

Authorized representative for:

Signature

Jerry Patterson, President, Board of Trustees
Print Name and Title

Coast Community College District
Name of Organization

FACILITY SALES RECEIPT

Receipt # 54408
 Payment Date: 05/17/2010
 Household #: 3203
 Home Phone: (714)392-5039
 Work Phone: (714)432-5890

MARCO A. OCHOA
 ORANGE COAST COLLEGE
 2701 FAIRVIEW ROAD
 COSTA MESA CA 92626

City Hall-Recreation Division
 77 Fair Drive
 P.O. Box 1200
 Costa Mesa CA 92628
 Phone: (714)754-5300
 www.ci.costa-mesa.ca.us

Facility Reservation Details

RESERVATION CHANGE
 Facility: Fairview Park, Fairview Pk Shelter
 Address: 2525 Placentia Avenue, Costa Mesa, CA, 92626
 Reserv. Contact: Marco Ochoa
 Reserv. Number: 7141 Status: Firm
 Purpose: Cross Country event
 Anticipated Count: 250

Date	Day	Time	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
09/18/2010	Sat	7:00A to 5:30P	0.00	0.00	0.00	0.00	0.00

Fee Details:	Fee Description	Amount	Count	Discount	Sales Tax	Total Fee
	Area Fees 51-150 Res	0.00	1.00	0.00	0.00	0.00

Deposit Info: Charged: 100.00 Paid: 100.00 Balance Due: 0.00

Facility Comments → This facility reservation/permit is contingent upon your organization receiving a City of Costa Mesa Special Event Permit. Please call Judy Vickers @ 714-754-5064.

Misc Fac. Comments: Please note: The following fees will be waived (per letter dated 09/18/09 from Thomas Hatch, Assistant City Manager) upon fulfillment of in-kind services at Fairview Park.

\$100 fee for the Shelter
 \$100 fee for the Area
 \$100 fee for the Trails

5/17/10 - Per Bruce Hartley, they have fulfilled their requirement for this event, therefore, all fees are waived (Park Fees and Special Events Permit) mt

Maintenance Comments: Please be aware, park restrooms may be closed as early as 4:00 p.m.

RESERVATION CHANGE
 Facility: Fairview Park, Fairview Park Trails
 Address: 2525 Placentia Avenue, Costa Mesa, CA, 92626
 Reserv. Contact: Marco Ochoa
 Reserv. Number: 7141 Status: Firm
 Purpose: Cross Country Event
 Anticipated Count: 250

Date	Day	Time	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
09/18/2010	Sat	7:00A to 5:30P	0.00	0.00	0.00	0.00	0.00

CITY OF COSTA MESA SPECIAL EVENTS

APPLICANT INSTRUCTIONS

Thank you for selecting the City of Costa Mesa as the site for your event. In order to process your application as quickly as possible, the application and attached checklist must be thoroughly completed and returned to the Finance Department a minimum of 15 working days prior to the date of the proposed event. It is recommended that you file your completed application at least thirty (30) calendar days prior to the event to accommodate unforeseen circumstances. Applications filed less than sixty (60) calendar days prior to the proposed event shall not be subject to appeal to the city council and the decision of the director shall be final. Your application, checklist and application fee (~~\$400.00~~ ^{425.00} non-refundable) will constitute a completed application unless you are provided written notification of an incomplete application by City staff within 3 days of submission.

After your application has been evaluated by City staff, you will be given specific instructions and time limits in which you must submit any additional information or documents to complete your special event application. Late applications may result in denial of a Special Event Permit. Please complete the Special Event Application including the Special Event Checklist (attached) and return the completed documents to the Costa Mesa Finance Department.

Appeals:

Applicants whose applications for a permit has been denied or has been granted conditionally may appeal such decision by filing an appeal with the city clerk in accordance with Title 2, Chapter XI of the Costa Mesa Municipal Code, unless the applicant has not allowed sufficient time to appeal to the city council pursuant to Section 9-208(b). The applicant, by written request, may waive the time limits for the hearing on appeal to the city council except the time within which an appeal may be applied.

- I. **IF YOUR EVENT IS PLANNED FOR A CITY PARK OR FACILITY YOU MUST SUBMIT A SIGNED TEMPORARY FACILITY PERMIT FROM THE RECREATION DIVISION BEFORE A SPECIAL EVENT APPLICATION WILL BE PROCESSED.**
- II. **ONCE YOUR APPLICATION HAS BEEN REVIEWED BY CITY STAFF, YOU WILL BE NOTIFIED OF ITS STATUS AND ANY ADDITIONAL DOCUMENTATION THAT MAY BE REQUIRED. ADDITIONAL REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**
 1. An insurance certificate and policy endorsement naming the City of Costa Mesa as an additional insured, and in an amount not less than \$1,000,000 (one million dollars), or in an amount determined by the City of Costa Mesa Risk Manager;
 2. A City of Costa Mesa "Hold Harmless and Indemnity Agreement" signed by the applicant;
 3. A City of Costa Mesa "Waiver and Release of Liability" signed by the applicant;
 4. If your event will require the closure of any portion of City roadways (i.e., partial lane closures or complete road closures), you will be required to:
 - a. Submit a map and traffic control plan showing road and lane closures, delineation, and detour routes;
 - b. Provide a copy of the notifications to be sent to the persons or businesses affected by the street closure
 - c. Enter into a Police Services Contract to hire Police personnel for the purposes of traffic control and/or crowd control;

APPLICANT INSTRUCTIONS – Continued

5. Provide a site plan showing the location of any structures (i.e., bleachers, tents, etc.), electrical, plumbing, and sanitation plans;
6. Provide structural plans of any structures (i.e., bleachers, stages, platforms, etc.) to be reviewed by the City Planning and/or Building Department;
7. If City of Costa Mesa Personnel / Resources are to be used, you will be required to sign an agreement for the use of City Services. In addition, you will be required to prepay certain fees and / or provide the city with a surety bond prior to the start of your event.

III. **A COPY OF THE CITY'S STANDARD CONDITIONS IS ATTACHED.** These standard conditions are the minimum conditions that will apply to all applicants. However, depending on the event additional conditions may be imposed in accordance with the City's Special Event Ordinance.

Because your application may be reviewed by several departments within the City of Costa Mesa, **it is important that you meet all of the time requirements and include all of the necessary documents when submitting your application.** You will be notified when your permit has been approved.

The following list of department contacts is provided for your assistance:

CITY OF COSTA MESA	
DEPARTMENT:	PHONE NUMBER:
Administrative Services – Recreation	(714) 754-5300
Administrative Services – Risk Management	(714) 754-5359
Development Services– Building Safety	(714) 754-5273
Development Services – Planning	(714) 754-5245
Finance – Business Permits	(714) 754-5064
Fire – Fire Prevention	(714) 754-7400
Police Department – Special Events	(714) 754-4963
Public Services – Engineering	(714) 754-5323
Public Services – Maintenance Services	(714) 754-5123
Public Services – Transportation Services	(714) 754-5335

Again, thank you for selecting the City of Costa Mesa as the site for your event. We hope that your experience with the City of Costa Mesa will be a positive one, and you will plan events again with us in the future.

SPECIAL EVENT APPLICATION

ALL APPLICATIONS MUST BE ACCOMPANIED BY SITE PLANS AND VICINITY MAPS

Please complete the following application regarding the event you are proposing:

DATE OF APPLICATION: 4-28-10		PERSON IN CHARGE ON DAY OF EVENT: MARCO OCTOIA	
APPLICANT'S NAME: (LAST)		(FIRST)	(MIDDLE) TELEPHONE NUMBER: ()
APPLICANT'S ADDRESS:		CITY:	STATE: ZIP CODE:
ALTERNATE CONTACT: (LAST)		(FIRST)	(MIDDLE) TELEPHONE NUMBER: ()
FULL TRUE NAME OF BUSINESS CONDUCTING/HOSTING EVENT		TELEPHONE NUMBER: ()	
BUSINESS ADDRESS		CITY:	STATE: ZIP CODE:
ADDRESS OF EVENT:		UNIT NUMBER:	
APPROVED BUILDING USE:		TYPE OF STRUCTURE:	
TYPE OF EVENT: Annual Orange Coast College Cross Country Race			
EVENT START DATE: 09/18/10	EVENT START TIME: 9:00 am	EVENT END DATE: 09/18/10	EVENT END TIME: 02:00 pm
SET UP START TIME: 6:00 am	SET UP END TIME: 8:00 am	TEAR DOWN START TIME: 11:00 am	TEAR DOWN END TIME: 12:00 noon
			TOTAL TIME OF EVENT: Hours 8 hrs.
1. TYPE OF EVENT: Running Event			
2. DESCRIBE PLANNED ACTIVITIES: Orange Coast College will host its annual cross country race invitational			
3. ESTIMATED # OF PERSONS AT EVENT: 250		4. ESTIMATED # OF VEHICLES AT EVENT: 100	
		5. ESTIMATED # OF PARKING SPACES REQUIRED: 100	
6. LOCATION OF EVENT: Fairview Park, Costa Mesa CA.			
7. WILL ALL OR A PORTION OF THE EVENT OCCUR ON PRIVATE PROPERTY WITHIN THE CITY OF COSTA MESA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. IF YES, WHERE?			
8. HAVE YOU OBTAINED WRITTEN APPROVAL FROM THE OWNERS FOR THE USE OF THE PROPERTY FOR THE EVENT? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, attach a copy of the written approval to your application. If NO, you must file written approval with the Costa Mesa Police Department before a Special Event Permit will be issued. Please write your name, date of the event, and the Special Event Application number on the written approval.			
9. WILL THERE BE FIRST AID OR EMERGENCY AID STATIONS AT THE EVENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. IF YES, WHERE? At the start/finish line of race			
10. WILL FOOD OR ALCOHOLIC BEVERAGES* BE SERVED OR SOLD AT THE EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. IF YES, DESCRIBE:			

*Note: Alcohol is prohibited on City property except for inside at the Neighborhood Community Center

11. HAVE YOU OBTAINED A PERMIT FOR THE SALE OF FOOD OR ALCOHOL? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHAT GOVERNMENTAL AGENCIES ISSUED PERMITS? <div style="text-align: center; font-size: 1.2em;">N/A</div>	
12. WILL ANY ANIMALS BE DISPLAYED / EXHIBITED AT THE EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. IF YES, DESCRIBE: 	
13. WILL ANY STRUCTURES (i.e., tents, booths, stages) BE ERECTED AT THE EVENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. IF YES, DESCRIBE: <i>College teams will use Tents for protection from the sun and heat.</i>	
14. WILL THERE BE ANY SOUND AMPLIFICATION EQUIPMENT BE AT THE EVENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. IF YES, DESCRIBE: 	
15. WILL THERE BE MONITORS OR SECURITY PERSONNEL AT THE EVENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. IF YES, DESCRIBE NUMBER AND DUTIES: <i>About 25+ volunteers will be monitoring parking lots and running course.</i>	
16. IF THERE IS GOING TO BE ANY MERCHANDISE SALES AT YOUR EVENT, HAVE YOU OBTAINED A CITY OF COSTA MESA BUSINESS LICENSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. IF YES, PLEASE PROVIDE THE DATE OF ISSUANCE AND THE LICENSE NUMBER: <div style="display: flex; justify-content: space-between;"> LICENSE #: DATE ISSUED: / / DATE EXPIRED: / / </div>	

IF YOUR EVENT WILL INVOLVE A PARADE, CYCLING EVENT, FOOT RACE, OR OTHER ACTIVITY WHICH WILL OBSTRUCT A CITY STREET OR RIGHT-OF-WAY OR REQUIRE A FULL OR PARTIAL STREET CLOSURE, PLEASE COMPLETE THE FOLLOWING SECTION.

17. ASSEMBLY TIME	18. START TIME OF EVENT:	19. ASSEMBLY LOCATION:
20. ESTIMATED DURATION OF EVENT:	21. DISBANDING LOCATION:	
21. PRE-APPROVED ROUTE LOCATION		
22. DESCRIBE VEHICLES / FLOATS (i.e., how many size, powered by):		
23. NUMBER AND TYPE OF MARCHING UNITS IF APPLICABLE:		
		INTERVALS OR SPACING IN FEET BETWEEN UNITS:
24. ANY PARADE ANIMALS? <input type="checkbox"/> YES <input type="checkbox"/> NO. IF YES, DESCRIBE:		

DECLARATION

I, the undersigned, declare upon penalty of perjury that the above information listed within this City of Costa Mesa Special Event Permit Application is true and correct to the best of my knowledge. I further understand that knowingly providing any false information is cause for the immediate denial of a Special Event Permit, the suspension of a Special Event Permit if one has already been issued, and / or the denial of future Special Event permits being issued. I understand that in the event of a major incident, my event may be postponed or terminated for the sake of public safety and welfare (e.g., major crime incident, fire, flood, or any act of God). I have attached the following documents to this application that are, to the best of my knowledge, true and correct.

- | | | |
|--|---|--|
| <input type="checkbox"/> Completed Application | <input type="checkbox"/> Certificate of Insurance & Additional Insured Endorsement | <input type="checkbox"/> Commercial Liability Certificate |
| <input type="checkbox"/> Signed Indemnification Agreement | <input type="checkbox"/> Parade Route | <input type="checkbox"/> Map and Traffic Control Plan |
| <input type="checkbox"/> Signed Waiver & Release of Liability | <input type="checkbox"/> Completed Checklist | <input type="checkbox"/> Trash/Litter Collection and Off-site Disposal Plan |
| <input type="checkbox"/> Copies of notifications to OCFD, OC Transit District, Local Businesses, Churches, and Residents if applicable | <input type="checkbox"/> Site plan showing locations of any structures (i.e., bleacher, tents, etc.), electrical, plumbing, and sanitation. | <input type="checkbox"/> Structural plans of any structures (i.e., bleachers, stages, platforms, etc.) to be reviewed by City. |

(NAME OF APPLICANT)

(SIGNATURE OF APPLICANT)

(DATE SIGNED)

MARCO OCTON
(NAME OF EVENT ORGANIZER)

Marco Octon
(SIGNATURE OF EVENT ORGANIZER)

4-28-10
(DATE SIGNED)

SPECIAL EVENT ITEM CHECKLIST

Please check each item that will be present at your event, and provide a brief description of each item checked "YES".

ITEM	YES / NO	PLEASE DESCRIBE ALL ITEMS CHECKED YES:
ANIMALS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
ALCOHOLIC BEVERAGES	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
AUTOMOBILES / TRUCKS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
BICYCLES / FOOT RACES	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	ORANGE COAST COLLEGE ANNUAL CROSS COUNTRY INVITATIONAL
BUILDINGS / STRUCTURES	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
BOOTHs / STANDS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
CAMP GROUNDS / RV AREAS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
CONCESSIONS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
DANCE / PARTY / CONCERT	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
ELECTRICAL / PLUMBING / MECHANICAL	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
EMERGENCY ACCESS REQUIRED	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
FLAMMABLE MATERIALS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
FOOD SUPPLIES / SALES	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
LIGHTING / ILLUMINATION	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
MEDICAL / FIRST AID STATIONS	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	FIRST AID STATION AND ATHLETIC TRAINERS WILL BE LOCATED AT START & FINISH LINE OF EVENT.
PARKING	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PARKING FOR COLLEGES COMPETING AND SPECTATORS
POLICE / SECURITY PROTECTION	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
POLICE / TRAFFIC CONTROL	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
PYROTECHNICS (FIREWORKS)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
RIDES - CARNIVAL / MECHANICAL	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
SANITATION	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	PORTABLE TOILETS WILL BE PROVIDED
SIGNS / BANNERS	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
STREET / LANE CLOSURES	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
TENTS / CANOPIES	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	TENTS + CANOPIES USED BY COLLEGE TEAMS FOR PROTECTION FROM HEAT AND SUN.
CITY PROPERTY OR FACILITY USED	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	FAIRVIEW PARK.
WATER SUPPLY USED OR AFFECTED	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	

SAMPLES OF CERTIFICATES OF INSURANCE

Please note that failure to provide a certificate of insurance and policy endorsement amounts to a violation of City ordinance, and may be grounds for the denial of your Special Event Application.

CERTIFICATE OF INSURANCE				005550	DATE (MM/DD/YY) 07/03/2002
PRODUCER: UNIFORM INSURANCE COMPANY P.O. Box 12345 Any city, Any state 12345-6789		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES PROVIDING COVERAGE COMPANY A COMPANY B COMPANY C COMPANY D			
INSURED: (Empty space)		(Empty space)			
COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF BOTH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER & CONTO PROT <input type="checkbox"/> LIABILITY ARISING OUT OF ATHLETIC PARTICIPATION	ABC 1234 567	07/03/2002	07/03/2003	PRODUCTS COMP OF AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 50,000 MEDICAL \$ 5,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per inc) \$ PROPERTY DAMAGE \$	
DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	ABC	07/03/02	07/03/2003	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$	
OTHER					
POSITION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS EVENT: COSTA MESA MARATHON DATE: 07/03/2002 SANC: #1234 Certificate holder is an additional insured for this sanctioned event					
CERTIFICATE HOLDER CITY OF COSTA MESA AND ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND REPRESENTATIVES 77 FAIR DRIVE P.O. BOX 1200 COSTA MESA, CALIFORNIA 92628-1200			CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES AS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT AUTHORIZED REPRESENTATIVE <i>John Doe</i> UNIFORM INSURANCE COMPANY		

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State Or Political Subdivision:

The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.

CG 20 12 07 98

Copyright, Insurance Services Office, Inc., 1997





Dear Apple Training Center Applicant:

Apple Training & Certification would like to welcome you to the contractual phase of the Apple Authorized Training Center (AATC) or Apple Authorized Training Center for Education (AATCE) program. We look forward to a successful outcome of this process.

For your review, we have compiled this contract kit, which contains the following documentation:

- Document Checklist
- AATC Contract
- AATC or AATCE Program Policies and Procedures, as appropriate to your candidacy
- General Information Form

Please direct any questions about the contract or the program to trainingcenter@apple.com. We look forward to receiving your signed contract.

Thank you for supporting Apple Inc.

Sincerely,
Apple Training & Certification



Apple Authorized Training Center (AATC) Checklist

Overview: Please take a few moments to review the enclosed documents. Ensuring that each document is reviewed, filled out completely and accurately, and returned to the address below will allow Apple to quickly process your contract. For your convenience you can check each item off from this list. Email contracts@apple.com if you have any questions.

- _____ Apple Authorized Training Center (AATC) Agreement
 - Print the Agreement. A scanned copy of the fully executed Agreement will be emailed to the Mailing Contact email address you provided. Note: If you wish to receive a fully executed original Agreement back, please provide Apple with two (2) originals of the Agreement.
 - Review the Agreement
 - Fill in your organization's name and address at the top on the first page
 - Sign and date the last page

_____ AATC General Information Form – print one copy and complete

Return all required documents, including this checklist to:

Apple Inc.
Sales Contracts Management
1 Infinite Loop, MS 90-2CM
Cupertino, CA 95014
Fax: 866-784-4003
Email: contracts@apple.com



Apple Authorized Training Center Agreement

This Apple Authorized Training Center Agreement ("Agreement") is entered into between Apple Inc., located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Entity Name ("Training Center"):

Golden West College

Address:

15744 Golden West Street

City, ST, Zip:

Huntington Beach, CA 92647

1. Definitions.

When used in this Agreement, the following words have the meanings specified below:

A. "Agreement" means collectively this Apple Authorized Training Center Agreement, together with all amendments, additions, documents or materials incorporated by reference.

B. "Apple Certification Curriculum" means Apple's authorized and/or proprietary course names, course materials, and supporting collateral.

C. "Apple Certification Test" means an Apple proprietary examination delivered at an Authorized Location and administered by a Training Center.

D. "Apple Marks" means trademarks, service marks, logos and product names owned by or licensed to Apple and used on and in connection with the Apple Certification Curriculum, Apple Certification Tests, a Training Class or Testing Service, including the designation "Apple Authorized Training Center."

E. "Authorized Location" means the location at which Apple authorizes a Training Center to provide Training Classes and Testing Services under this Agreement.

F. "Candidate" means an individual who registers with a Training Center to take an Apple Certification Test.

G. "Certified Trainer" means an individual certified by Apple to instruct an Apple Certification Curriculum course at a Training Class.

H. "Confidential Information" means confidential information disclosed by either party to the other, which is not generally available to others, including but not limited to any non-public information relating to the other party's research, development, proprietary technology, product and marketing plans, finances, personnel, business opportunities, and pricing, but does not include information that becomes public knowledge except to the extent made public in violation of this Agreement.

I. "Instructor Material" means the Apple Certification Curriculum materials for use by a Certified Trainer to assist in instructing Students on the subject matter being taught during a Training Class.

J. "Student" means an individual who registers with a Training Center to attend a Training Class.

K. "Student Material" means the Apple Certification Curriculum materials for use by Students to assist in learning about the subject matter being taught during a Training Class.

L. "Training Class" means a course of instruction in which a body of Students registered with a Training Center and led by a Certified Trainer are taught a subject matter with the use of Apple Certification Curriculum materials at an Authorized Location.

M. "Testing Services" means the scheduling, delivery, and proctoring of any and all Apple Certification Tests offered and

delivered to Candidates through the Training Center, and the performance of related activities and procedures incidental thereto as required by Apple.

N. "Training Center" means an entity authorized by Apple to provide Training Classes and/or Testing Services at an Authorized Location.

O. "Policies and Practices" means policies, practices and programs that (i) govern Training Center's performance under this Agreement and its use of or activities under or with respect to any other Apple-provided resources and systems, (ii) are posted on the Apple sales web or other Apple web sites or otherwise provided to Training Center, and (iii) may be updated periodically by Apple at Apple's sole discretion.

2. Appointment. Apple appoints Training Center as a limited and nonexclusive Apple Authorized Training Center or Apple Authorized Training Center for Education for the delivery of Training Classes and/or Testing Services to Students in accordance with the terms of this Agreement and accompanying Policies and Practices; and Training Center accepts this appointment.

3. Scope of Authorization.

A. Upon Apple's confirmation that Training Center has compliant Authorized Location(s) and available Certified Trainers, Training Center is authorized to deliver Training Classes and/or Testing Services, as authorized under this Agreement and accompanying Policies and Practices. Training Center will determine its own prices for delivery of a Training Class and/or an Apple Certification Test.

B. Notwithstanding anything to the contrary, Apple reserves the right to add or remove a Training Center's Authorized Location, authorized Training Class, or authorized Apple Certification Test, or modify the scope of the Training Center's authorization under this Agreement at any time upon thirty (30) days prior written notice.

C. Notwithstanding anything to the contrary, Apple reserves the right to add, remove or modify the Policies and Practices at any time without notice. Training Center will have a commercially reasonable period of time to implement changes by Apple, not to exceed thirty (30) days.

D. Training Center will use only the Apple Certification Curriculum and Apple Certification Tests when delivering Training Classes and Testing Services. Training Center may also deliver their own course materials, provided no representation is made that the course materials are endorsed by Apple or are led by an Apple Certified Trainer.

4. Training Center's Obligations.

A. Training Center shall act at all times and conduct its activities in a professional and competent manner and maintain a high level of customer satisfaction. Without limitation, Training Center will: (i) adhere to all requirements of the Policies and Practices; (ii) communicate with Students in a courteous and timely manner, providing information on and availability of Training Classes and Apple Certification Tests; (iii) register Students and provide administration services that among



others enable the facilitation and confirmation of Customer's payment; (iv) acquire and keep current at all times an inventory of Apple Certification Curriculum materials and/or Apple Certification Test eligibility codes that is reasonably sufficient to meet Training Center's obligations under this Agreement; (v) obtain all required certifications, registrations and licenses, and comply with all federal, state and local laws and regulations; and (vi) make commercially reasonable efforts to notify Students of the copyright notices contained within the Apple Certification Curriculum.

B. Training Center will maintain an Internet email address, that it will provide to Apple, and have Internet access at all times. Training Center will access Apple's channel web sites at least weekly to ascertain whether Apple has modified the Policies and Practices.

C. Training Center will notify Apple promptly in writing of any suspected intellectual property infringement or erroneous information contained in the Apple Certification Curriculum and/or Apple Certification Tests.

D. Training Center will pay all applicable sales or use taxes, duties and other imposts due on account of purchases made under this Agreement. Training Center will be responsible for the collection of all applicable sales tax and use taxes associated with the resale of Apple Certification Tests or provision of Training Classes.

E. The Training Center agrees that the method of delivery and technical discussions of the Apple Certification Curriculum shall be based on those demonstrated to Certified Trainers during the Apple Certified Trainer-Train-the-Trainer (T3) Program. Class discussions and laboratory exercises will be consistent with those defined in the Apple Certification Curriculum.

F. Training Center shall provide one set of new Student Materials for each Student enrolled in the Training Class and will not use any other materials, unless otherwise agreed in writing by Apple. Training Center will not alter, add to or delete from, or teach part of the Apple Certification Curriculum at any time without prior written authorization from Apple. Training Center is not authorized to provide copies of the Apple Certification Curriculum to any person not enrolled in the Training Class.

5. Confidentiality. Neither party will use the other's Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law.

6. Limited Warranty.

A. Apple warrants to Training Center that the Apple proprietary Apple Certification Curriculum materials conform to their general descriptions and are in good condition. These warranties are nontransferable. Training Center's sole and exclusive remedy for any breach of this warranty is replacement of the item upon return to Apple of the nonconforming item, if applicable.

B. APPLE MAKES NO OTHER WARRANTY TO TRAINING CENTER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEMS PROVIDED BY APPLE UNDER THIS AGREEMENT. APPLE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Records, Inspections, Reporting and Audit.

A. Unless otherwise instructed by Apple, Training Center will report to Apple on a regular basis as defined by the Policies and

Practices the number of Students enrolled in Training Class, the type and number of Training Classes held by Training Center, the number of Apple Certification Tests delivered, and any other information reasonably related to the provision of Training Classes or Testing Services, as requested by Apple. Apple will have the right to inspect Training Center's Authorized Locations and related facilities at any time during regular business hours for purposes of verifying Training Center's compliance with the terms of this Agreement and the Policies and Practices.

B. Training Center will maintain, at the applicable Authorized Location, its records relating to the delivery of Apple Certification Tests and/or Training Classes for at least five (5) years from the date of this Agreement. Upon Apple's reasonable request, during the term of this Agreement and for five (5) years after its expiration or termination, Training Center will promptly provide copies of any requested records, financial statements, and documents to Apple.

C. Training Center will provide Apple with resale certificate numbers and any other documentation requested by taxing authorities to substantiate any claim of exemption from taxes, duties, or imposts.

D. In addition to any other rights of inspection Apple may have under this Agreement, Training Center shall, upon written request, during normal business hours, but not more frequently than once each calendar year, provide access to pertinent records relating to purchases and payments made in connection with the Training Center Program thereto, to an independent accounting firm chosen and compensated by Apple, for purposes of audit. Such accounting firm shall be authorized to report to Apple the amount of payments due and payable for the period examined. If the audit discloses any noncompliance with this Agreement, then Training Center shall immediately remedy the noncompliance, and should noncompliance represent a discrepancy in payments of greater than three percent (3%), Training Center shall be obligated to reimburse Apple for the discrepancy as well as the cost of the audit.

8. Proprietary Marks.

A. Apple Marks

Training Center is permitted to use the Apple Marks and the designation "Apple Authorized Training Center" or "Apple Authorized Training Center for Education" in furtherance of Training Center's appointment, provided that all such use complies with Apple's policies (including Apple's Guidelines for Using Apple Trademarks and Copyrights as published at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>) as updated from time to time. This Agreement does not grant to Training Center any rights with respect to any other Apple intellectual property, including trade dress, design (and particularly the design of Apple's retail stores and web sites), and look and feel, and Apple reserves all rights to the exclusive use of its intellectual property. Other than specifically authorized by this Agreement or another agreement between Training Center and Apple, Training Center will not do anything that suggests Apple's endorsement or recommendation or otherwise creates an association with Apple. Training Center agrees that Apple owns all rights in the Apple Marks, and that any use by Training Center shall inure to the benefit of Apple. Except as expressly permitted hereunder, Training Center agrees not to use any Apple trademark, service mark, logo, trade dress, design, "look and feel" (e.g., the design and layout of Apple's retail stores or websites, or the name under which Training Center does business) in any manner whatsoever, or act in any manner that implies an endorsement of Training Center by Apple. Training Center will not remove, obfuscate or add any mark to any Apple Certification Curriculum materials provided by Apple.



B. Training Center Publications

All course catalogues, promotion publications and other materials promoting Training Classes offered by the Training Center must be reviewed and approved by Apple in writing before publication to ensure Apple's Guidelines for Using Apple Trademarks and Copyrights are being met. Apple will use reasonable efforts to approve publications within a commercially reasonable period of time not to exceed thirty (30) days. Apple shall consider requests from Training Center for "template approval" such that standard layout and design of Training Center's course catalogues, promotion publications and other materials can be approved in advance. Such template approval requests will only be approved on the condition that Training Center ensures that it always refers to and complies with the latest version of Apple's Guidelines for Using Apple Trademarks and Copyrights prior to re-using any pre-approved template, and that the templates are submitted to Apple for reassessment no less than once every six (6) months.

C. Apple Certification Curriculum

Training Center acknowledges and agrees that the Apple Certification Curriculum is proprietary to Apple and its suppliers and that Apple and its suppliers retains all rights, title, and interest, in so far as it has right thereto. Training Center agrees that this Agreement does not grant Training Center any title or other right of ownership to the Student Materials, Instructor Materials, or Apple Certification Tests, or any title, license or other right of ownership to any Apple trademark. Training Center will not disassemble, copy, modify, create derivative works, or otherwise change the Student Materials, Instructor Materials, or Apple Certification Tests.

D. Apple Proprietary Customer Information

Training Center acknowledges that (i) Apple maintains customer information independently derived from numerous sources other than Training Center, including product registration and use of Apple's websites by customers and prospective customers; (ii) such customer information may be identical to information that Training Center has developed or maintains; and (iii) Apple has a proprietary interest in such customer information when derived from sources other than Training Center, whether or not Training Center has derived or maintains identical information. Training Center disclaims any interest whatsoever in Apple's proprietary customer information.

9. Insurance. For each Authorized Location, Training Center will have a general liability insurance policy, including coverage for premises liability, products, and completed operations. This policy will have limits of not less than one million dollars (\$1,000,000) per incident for bodily, personal injury or property damage, or one million dollars (\$1,000,000) in a combined single limit, and a Certificate of Insurance will be made available to Apple at its request. Public entities, as allowed or required by local statute or regulation, shall have the right to maintain a program of self-insurance. Evidence of such shall be provided, upon execution of this agreement.

10. Indemnity.

A. Training Center will defend, hold harmless and indemnify Apple against any claim or threat of claim brought by a third party against Apple arising out of the acts or omissions of Training Center, its employees or agents, excluding acts or omissions expressly required or prescribed by Apple under this Agreement.

B. If Apple seeks indemnification provided for in this Section, Apple will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Training Center and Apple will not make public any terms, or the mere existence, of any settlements.

11. Limitation of Liability and Remedies. DIRECT DAMAGES

FOR ALL CLAIMS MADE BY TRAINING CENTER ARISING FROM THIS AGREEMENT SHALL BE LIMITED TO THREE HUNDRED THOUSAND DOLLARS (\$300,000). IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. This Limitation is a critical element of the parties' bargained-for consideration and will be effective even in the event Apple is informed in advance of the possibility of such damages. The remedies set forth in this Agreement shall be Training Center's sole and exclusive remedies for any claims against Apple under or related to this Agreement.

12. Term and Termination.

A. Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement will be in effect until June 30, and unless either party provides written notice to the contrary to the other party not less than thirty (30) days before the expiration of any renewal term, this Agreement shall be renewed for additional one (1) year periods.

B. Termination

This Agreement may be terminated as follows: (i) either party may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party; and (ii) Apple may terminate this Agreement immediately and without any period to remedy if: (a) Training Center fails to fully perform any obligation under this Agreement or violates any practices or procedures set forth herein, (b) Training Center commits a felony or engages in any unlawful or unfair business practice, (c) there is a material change in or transfer of Training Center's management, ownership, control, business operations, or Training Center becomes affiliated, through common management, ownership, or control, with any person who or entity that is unacceptable to Apple, (d) Training Center's actions expose or threaten to expose Apple to any liability, obligation, or violation of law, (e) Training Center fails to maintain sufficient net worth and working capital to meet its obligations, has a receiver or trustee appointed for its property, becomes insolvent or makes an assignment for the benefit of creditors, (f) Training Center closes its last Authorized Location or terminates its last Certified Trainer, or (g) Training Center abandons this Agreement.

C. Effect of Notice of Termination

If either party gives notice of termination of this Agreement according to Section 12b(i): (i) all unpaid Apple invoices will become due on the effective date of termination; and (ii) Apple may refuse all or part of Training Center's orders received by Apple after the date of notice of termination. Training Center may continue to use the designation "Apple Authorized Training Center" until the effective date of termination. In addition, if termination is in accordance with Section 12b(ii), all unpaid Apple invoices will become due on the effective date of termination.

D. Effect of Expiration or Termination

Upon expiration or termination of this Agreement: (i) Training Center will immediately cease use of the Apple Marks and the designation "Apple Authorized Training Center" or "Authorized Training Center for Education"; (ii) Apple will cancel all eligibility codes issued to Training Center; (iii) Training Center will complete all Training Classes in progress; and (iv) Training Center will return promptly to Apple all Apple property in Training Center's possession, such as loaned equipment and all Apple Confidential Information.



13. General Terms.

A. Governing Law; Venue; Limitation of Claims

This Agreement will be governed and interpreted under the laws of California, U.S.A., without regard to its conflict of laws provisions, unless the Training Center is a public institution or agency, in which case this Agreement will be governed and interpreted under the laws of the state in which Training Center is located. In the event of any dispute or controversy between the parties to this Agreement, the parties shall try to resolve the dispute in a fair and reasonable way. To that end, the parties shall first attempt to resolve such dispute or controversy through one senior management member of each party. If the parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining party's written notice (a "Dispute Notice") to the other party of such dispute or controversy, the parties shall further seek to resolve the dispute or controversy pursuant to non-binding mediation conducted in either Santa Clara County or San Francisco County, California. Each party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. If the parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mediation, either party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each party shall have the right to seek equitable relief in order to protect any rights to confidentiality or intellectual property. The parties hereby waive any bond requirements for obtaining equitable relief. To the extent permitted by law, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER OR NOT RELATING TO OR ARISING OUT OF WITH THIS AGREEMENT), ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE FIRST DATE SUCH ACTION COULD HAVE BEEN BROUGHT. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

B. Notice

Any notice under this Agreement, except as expressly provided otherwise, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Apple and to the address designated on page one (1) of this Agreement by Training Center for receipt of notices, or as may be provided by the parties.

Apple Inc.
Sales Contracts Management
1 Infinite Loop, Mail Stop 38-2CM
Cupertino, CA 95014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section. Written notice shall include notice provided via electronic email.

C. Privacy

Training Center acknowledges that in performing Testing Services and/or delivering Training Classes under this Agreement Training Center will gather, transfer, process, and use the personal data of Students. Such personal data may include the name, address, telephone number, and electronic mail address of Students. Training Center warrants that any data transferred for use has been collected and transferred to Apple or its agent in accordance with the data protection laws applicable in the country in which the Customer is based, including if appropriate, notice prior to or at registration that personally identifiable information may be shared with other third parties for evaluation, marketing and administration purposes. Training Center shall take appropriate legal,

organizational, and technical measures to ensure the confidentiality of personal data in accordance with applicable law.

D. Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

E. Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, it includes the singular.

F. Waivers

A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

G. Assignments and Other Material Business Changes

Training Center will notify Apple promptly if there is a material change in Training Center's ownership, management, or control; or Training Center acquires an ownership, managerial or controlling interest in a third party that provides training services or training classes. Training Center may not assign, in whole or in part, this Agreement without Apple's prior written approval.

H. Relationship of Parties

Training Center is an independent contractor, has no power or authority to bind Apple, and is contracting for certain goods and services. Nothing in this Agreement will be construed as creating any relationship such as employer-employee, principal-agent or franchisor-franchisee. Training Center acknowledges that Apple can provide the Apple Certification Curriculum and Apple Certification Tests directly to any person, including Training Center's customers.

I. Entire Agreement

Apple and Training Center acknowledge that this Agreement supersedes and extinguishes all previous agreements and representations of, between or on behalf of the parties with respect to its subject matter. This Agreement contains all of Apple's and Training Center's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions contained in an exhibit, the terms and conditions of this Agreement shall prevail. Neither Apple nor Training Center will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provisions in writing, and such refused provisions will be unenforceable.

J. Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

K. Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.



The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

Training Center

Apple Inc.

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE:

DEPT:

Sales Contracts Management

EFFECTIVE DATE:



Authorized Apple Training Center (AATC) General Information Form (GIF)

Completing this form will ensure that Apple has accurate information regarding your company. The information requested below is used for referrals, mailings, announcement notifications, and invoicing.

Instructions:

1. Complete Headquarters Information and Authorization Information
2. Include this form with your AATC Agreement and other documents. Inquiries may be directed via email to contracts@apple.com.

AATC Headquarters Location

Please complete this information about your principal place of business:

Coast Community College District
Full Legal Name

Golden West College
Business (aka) Name

15744 Golden West St
Street Address

Huntington Beach, CA
City, State, Zip
92647

Authorization

Omid Pourzanjani
Name and title of person completing this form

714-895-8156 / 714-895-8164
Phone Number / Fax Number

opourzanjani@gwc.cccd.edu
Email Address

8-20-2010
Date

Additional Locations To Be Authorized (copy as many GIFs as required)

Location Manager/Contact Name

Phone and Fax Number for Location Manager

Business Name (if different than above)

Email for Location Manager

Street Address

City, ST, Zip



Training and Certification

Policies and Practices

Apple Authorized Training Center for Education

Updated April 2009

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Changes to this Document

Apple reserves the right to change the Policies and Practices document at any time, by posting to Apple Sales Web, and notice shall be deemed given when posted. The Apple Authorized Training Center for Education shall have a commercially reasonable period of time to implement any notified changes, provided such period shall not exceed thirty (30) days.

Definition of the AATCE Program

This section defines AATCEs, and describes the relationship between Apple and AATCE Program members, including resources that Apple makes available to AATCEs, AATCE responsibilities, and restrictions on AATCE behavior.

Definition of AATCE

"Apple Authorized Training Center for Education" (hereafter referred to as "AATCE" in this document) means an academic institution that is authorized by Apple to incorporate Apple Certification Curriculum course materials into the institution's existing, accredited curriculum, to deliver the Apple Certification Curriculum training classes through Apple Certified Trainers (hereafter referred to as "ACTs" in this document) who have met Apple's quality standards, and to administer exams to its matriculated students and faculty. Apple refers to this type of training as "academic delivery," which means that the training and exams may NOT be made available to the general public, even via extension or enrichment programs (which are classified as "commercial delivery"). An AATCE MUST have Apple's written permission to change its classification to commercial AATC (that is, an AATCE may not offer classes to members of the general public without first getting written clearance from Apple). Acceptance into the AATCE Program does not guarantee acceptance into the AATC Program. For example, high schools are not eligible to join the AATC Program.

Scope of Authorization

The AATCE may be authorized to deliver only specific Apple Certification Curriculum training for Pro applications; only specific Apple Certification Curriculum training for Mac OS X, Mac OS X Server, and/or other Apple IT technologies such as Xsan; or Apple Certification Curriculum training for both IT and Pro Applications, as requested in the initial AATCE application process, agreed upon in the qualification process, and stipulated in the AATCE Welcome Letter package sent via email upon contract approval. An AATCE MUST have Apple's written permission to expand its scope of authorization.

Apple Sales Web Access

Apple Sales Web (hereafter referred to as "ASW" in this document) is Apple's channel website that provides policies, practices, and other valuable tools necessary for doing business with Apple. As an AATCE, you are required to access this site on a weekly basis. All personnel at your facility who are involved in the administrative tasks of the AATCE Program need access to ASW for important program documentation, AATCE signature logos, and exam code ordering. Instructions for obtaining an account and accessing the site are contained in the AATCE Welcome email sent to new AATCEs.

Apple Certification Curriculum

The Apple Certification Curriculum is Apple's authorized and/or proprietary course names, course materials, and supporting collateral. Apple reserves the right to change training course names and content at any time. Notice shall be deemed given when changes are posted to ASW. The AATCE shall have a commercially reasonable period of time to implement any notified changes, provided such period shall not exceed thirty (30) days.

Apple Certified Trainers (ACTs)

The AATCE is permitted to deliver only the Apple Certification Curriculum training that their ACTs are currently certified to teach. Details on Apple's ACT Program are available at training.apple.com/act/. AATCEs may not deliver Apple Certification Curriculum training for which their ACTs are not currently certified. The AATCE shall ensure that each ACT delivers courses in a professional, technically accurate manner, and requests that his or her students submit evaluations at the conclusion of each course.

Method of Course Delivery

The AATCE agrees that the method of delivery and technical discussions of the Apple Certification Curriculum course materials shall be based on those demonstrated to the ACT during the ACT Train-the-Trainer (T3) Program. In order to maintain its authorized status, the AATCE agrees to comply with the following methods of delivery:

- The AATCE may incorporate the Apple Certification Curriculum course materials into its regular academic curriculum adopted by the local school district. However, the class discussions and laboratory exercises should be consistent with those defined in the Apple Certification Curriculum course materials.
- The AATCE must provide each student with a copy of the Apple Certification Curriculum course materials. AATCE students may purchase optional course materials such as Apple Practice Exams and corresponding Exam Prep Guides, if available, as needed.
- The AATCE is not authorized to provide copies of Apple proprietary Apple Certification Curriculum course materials to any person who is

not a matriculated student or regular faculty member enrolled in an Apple Certification Curriculum course.

Additional AATCE Locations

The AATCE may request that additional permanent locations be authorized. Based on the location's compliance with the requirements and any inspection by Apple deemed necessary, Apple will determine in its sole discretion whether the location is authorized, and shall confirm its approval in writing.

Minimum Number of Training Classes and Exams

In order to maintain their Apple Authorized status, AATCEs agree to comply with the following Apple Certification Curriculum course delivery and exam administration minimums, per academic year:

- One (1) Apple Certification Curriculum course
- Five (5) Apple Certification exams

Registration

The AATCE is responsible for maintaining an enrollment, process for its matriculated students and faculty. The AATCE is responsible for handling all student inquiries and complaints concerning registration, unless agreed otherwise in writing by Apple and the AATCE. The AATCE is responsible for administering the cancellation policy.

Customer Billings

The AATCE is responsible for maintaining a billing process for its matriculated students and faculty. The AATCE shall be responsible for handling all student inquiries and complaints concerning billings, unless agreed otherwise in writing by Apple and the AATCE.

Course Completion Certificates

The ACT must provide each student who completes an Apple Certification Curriculum course with a course completion certificate on the last day of class. The certificate may be downloaded from ASW. Please do not alter the certificate in any way other than to add the class name and date, student name, and ACT name. The AATCE may choose whether to distribute these as PDFs or printed copies.

AATCE Facilities and Classroom Requirements

Apple Certification Curriculum training classes must be held in an approved AATCE classroom that meets Apple's minimum facility recommendations and requirements as outlined in the AATC Facility Requirements Document (FRD), available on the public AATC Program website, training.apple.com/aatc/ and on ASW. The AATCE is responsible for

providing all hardware and software described in this document; for following the classroom, network, and projection system setup outlined in the Classroom Requirements Document (CRD) for each class delivered at the AATCE location; and for installing the required software prior to the first day of class. The CRDs can be found on ASW.

Each AATCE classroom will have sufficient equipment to allow each student to use individual equipment (no sharing) throughout the duration of an Apple Certification Curriculum training course. Apple recommends a maximum number of thirty (30) students for AATCE classes.

Apple may request in writing to inspect the AATCE location(s) prior to authorization or at anytime thereafter, to confirm that the location complies with the requirements. We understand that Apple must give adequate notice to be present on academic campuses and will abide by local laws as to visitation rights.

Software

The AATCE will provide the appropriate software to run each Apple Certification Curriculum training course, as specified in the CRD for each course, found on ASW. The AATCE shall purchase, as required, valid software licenses from Apple or any third-party vendor for all computer systems used by ACTs and students participating in the Apple Certification Curriculum training course in the classroom, including updates that may be required. Existing Apple Software licenses for the AATCE locations may be used as long as each student and ACT station is individually licensed and the version complies with the CRD. The AATCE agrees to comply with all licensing terms of the software required in delivering Apple Certification Curriculum training classes. AATCEs can purchase their software and hardware from their Educational Sales representatives at academic pricing.

Certification Exams

The Apple Certification Program creates a benchmark for assessing a student's proficiency in a specific application or technology. Certification is an important part of the perceived value of Apple's training offerings. When a specific course has a corresponding certification exam that is offered via Apple's online certification testing system, the AATCE must provide each student with an opportunity to take the corresponding exam, either during the class or at some time after the class, per the following regulations:

- The AATCE may only offer certification exams to their own matriculated students and faculty. They may not administer exams to the general public, even through enrichment programs.
- The AATCE agrees to offer all IT and Pro Apps Level One exams to all interested matriculated students. AATCEs may administer these exams even if they do not offer the course that corresponds to the exam. Pro Applications AATCEs may also offer IT exams and IT AATCEs may also offer Pro Applications Level One exams. The Pro Applications AATCE agrees to offer Level Two exams with each corresponding Level Two

training course. Students registering for a Level Two training course and exam must be certified at Level One in same application and version. Only Pro Applications AATCEs who offer Level Two courses may administer Level Two exams.

Voucher codes for Apple Certification exams are purchased by the AATCE from Prometric. Instructions for ordering online are posted on ASW.

Certification Exam Proctoring

Apple Certification exams must be proctored according to the Exam Guide (Delivering and Proctoring Apple Certification Exams) posted on ASW at part [#L397218A-US](#). By signing your contract, you agree to abide by all conditions listed in this document. Proctor access is granted by Apple.

Marketing and Communication

Listing on Apple Website

AATCEs are not listed on the commercial AATC Locator on the Apple site, but AATCEs are provided a free listing on the Apple Education website at www.apple.com/education/creative/aatcelist.html.

AATC Program Updates

Apple emails a monthly Program Update to all AATCEs. This is one of our vehicles for communicating important AATC program news and Apple Training & Certification updates, including new courses and exams. As an AATCE, you are required to have at least one member of your staff read this Program Update each month. You can add additional recipients to the distribution list by sending their email addresses to trainingcenter@apple.com.

AATC Program Webcasts

Apple produces a monthly Program Webcast for all AATCs. This is another of our vehicles for communicating important AATC Program news and Apple Training & Certification updates, including new courses and exams. At least one representative from each AATCE must attend the monthly AATC Program Webcast.

Course Materials

Student Course Materials Orders

Each AATCE is eligible to become a Peachpit Press reseller and purchase Apple Certification Curriculum student course materials through Peachpit Press. Peachpit Press contact information and ordering instructions are available on ASW.

Student Course Materials

The AATCE shall provide one set of Apple Certification Curriculum student course materials for each student enrolled in an Apple Certification Curriculum course. AATCE students may purchase optional course materials such as Apple Practice Exams and corresponding Exam Prep Guides, if available, as needed. The AATCE is not authorized to provide copies of Apple proprietary course materials to any person who is not a matriculated student or regular faculty member enrolled in an Apple Certification Curriculum course.

Instructor Course Materials

For Pro Applications courses, Apple provides, as part of the T3 (Train-the-Trainer) process, one set of instructor course materials per course to the ACT. Any lost or replacement materials must be replaced at the expense of the ACT or AATCE.

Apple Proprietary Materials

The AATCE will use only the Apple Certification Curriculum materials when delivering Apple Certification Curriculum training classes and certification exams. The AATCE will not alter, add to, delete from, or teach part of the Apple Certification Curriculum, instructor or student course material, or presentation slides at any time without prior written authorization from Apple. The AATCE may also deliver its own Apple-related course materials and exams provided that no representation is made that the course materials or exams are endorsed by Apple or are led by an ACT.

It is the responsibility of the AATCE to make reasonable efforts to make students and faculty aware of the copyright notice contained within the Apple Certification Curriculum student materials and exams.

Evaluation and Reporting

Evaluation Forms

On the last day of each Apple Certification Curriculum course, the AATCE agrees to provide to students the online class evaluation form specified by Apple, if permissible by local Internet laws for minors. Currently this form is located at appletraining.techitweb.com/eval/. AATCEs may immediately view individual evaluations or download a spreadsheet of a specific date range as soon as students submit them. The AATCE may choose whether to share this data with their ACTs.

Following receipt of the class evaluation forms, Apple will review the forms for quality assurance purposes. In the event that Apple Certification Curriculum courses are not performed in a manner consistent with the provisions of this Policies and Practices document, Apple may request that the situation be remedied. Upon receipt of notice, the AATCE and Apple

will jointly develop and implement an action plan to remedy the situation within thirty (30) days. If the situation is not corrected within a total of forty-five (45) days after notification of the problem, or within a reasonable length of time as dictated by the agreed-upon action plan, Apple may, after reasonable consultation with the AATCE, direct the AATCE to take additional corrective action. If a replacement ACT is required, AATCE shall bear the costs associated with replacing the ACT.

If problems persist beyond an additional remedial action time limit of forty-five (45) days, Apple reserves the right to terminate the AATCE contract immediately. This right to terminate is in addition to any other rights Apple may have under the AATCE contract.

Monthly Reports

Each AATCE is required to submit monthly reporting on the number of Apple Certification Curriculum courses administered per class name, the number of students taught per course, and the number of certification exams delivered. This reporting can be done at appletraining.techitweb.com/report/ and is due on the last day of each month. Educational institutions that run classes on a quarter or semester basis may report every six months (please write in the comments section the time period that the class spans).



RECORDING REQUESTED BY

AND WHEN RECORDED RETURN TO:

NAME CITY OF COSTA MESA
ADDRESS Engineering Division
CITY & P.O. Box 1200
STATE Costa Mesa, CA 92628-1200

(Space Above For Recorder's Use)

Exemption from Recording Fee Requested
Pursuant to Government Code § 6103

**HOLD HARMLESS AGREEMENT
FOR PRIVATE STORM DRAIN LATERAL CONNECTION**

This Hold Harmless Agreement for Private Storm Drain Lateral Connection ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Costa Mesa, a municipal corporation ("City") and Coast Community College District (Orange Coast College), a California public education entity ("CCCD") the ("Permitee").

RECITALS

A. Permitee is the owner of that certain real property located in the City of Costa Mesa, County of Orange, State of California commonly known and described as Orange Coast College at 2701 Fairview Road, and more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Property").

B. Permitee has applied to the City for an encroachment permit ("Encroachment Permit") to connect its private storm drain system by means of Permitee's privately-owned lateral drains (collectively, "Laterals"), which are located on the Property and which will serve the Property, to an existing public storm drain system owned and maintained by City ("Storm Drain System") as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by this reference.

C. In connection with Permitee's development of the Property, City is prepared to issue to Permitee the Encroachment permit to allow Permitee to connect its Laterals to the City's Storm Drain System within the City Storm Drain Easement as described in **Exhibit "C"**; provided that Permitee and its successors-in-interest agree to the obligations described herein so long as the encroachment continues.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated by this reference and the obligations set forth herein, it is hereby agreed as follows:

1. Right to Connect Laterals to City Storm Drain. Subject to obtaining such development and building permits and other approvals necessary in connection with the Encroachment Permit, City hereby grants to Permitee the right to construct, maintain, use, operate, repair, replace and reconstruct the Laterals and to connect the laterals to the City Storm Drain System.

2. Lateral Connection Maintenance. Permittee agrees to maintain the Lateral connection in a condition acceptable to the City, and to repair any defects or deficiencies as they occur. Any condition that may present a safety hazard to the public shall be repaired immediately upon awareness of the deficiency or within five (5) working days from notification by the City.

3. Disconnection. Permittee shall disconnect the Lateral from City's Storm Drain within thirty (30) calendar days of written notification of termination by the City. The City need not show cause for any termination or modification. Failure of Permittee to disconnect the Lateral from City's Storm Drain within the specified time will result in the City having the Lateral disconnected at Permittee's sole cost and expense, plus administrative overhead costs.

4. Water Quality Management Plan Requirements. Permittee shall implement and comply with all Best Management Practices and other requirements set forth in the City-approved Water Quality Management Plan.

5. Indemnification. In consideration of the approvals by the City as set forth in Section 1, above, Permittee hereby agrees to defend, indemnify and hold harmless the City and its elected and appointed boards, officers, agents and employees from and against any and all claims, suits or liabilities and losses of any nature whatsoever including but not limited to reasonable attorney fees and costs, for damage to property and the improvements thereon or to persons, including death, which arise out of or are related to

- (a) The construction, connection, use, operation, repair, replacement, maintenance or reconstruction of the Laterals;
- (b) Rain or surface water, including any type of pollutant contained therein deposited or retained upon the Property served by the Laterals as a result of any failure of the Laterals to function as intended or as desired or as the result of any failure of the Lateral connections to the Storm Drain System.
- (c) The discharge of any type of pollutant from the Property to the City Storm Drain, which discharge is not in compliance with the requirements of the applicable Water Quality Management Plan.

The aforesaid indemnity obligation shall apply regardless of the fault or negligence of the indemnitor or indemnities, excepting only that said indemnity obligation shall not apply if the claim, liability or loss arises out of the sole, active negligence of the City.

Nothing in the Agreement is intended to transfer to the City or otherwise release Permittee, the owner or their respective successors or assigns from any liability which any of them may now or in the future have under federal, state or local laws or regulations relating to the discharge or release of any type of pollutant from or onto the Property whether or not such discharge or release is in compliance with the Water Quality Management Plan or any other City requirement.

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6. Successors and Assigns. This Agreement and the covenants made herein shall continue in effect and shall be binding on all successors, assigns, heirs and legal representatives of the parties hereto. Permittee shall notify City of any such sale, transfer or assignment within thirty (30) days of said sale, transfer or assignment. Any successor or assignee of Permittee shall execute a written acknowledgement consenting to the terms, conditions and obligations of this Agreement. If a successor or assignee of Permittee's interest in the subject Property fails to comply with the requirements herein, such successor or assignee shall, upon request from the City, immediately disconnect the Laterals from the City's Storm Drain within a reasonable time from receipt of notice of same from the City. Upon the transfer or assignment by Permittee or any of its successors, assigns, heirs or legal representative of its or their interest in the Property, the rights and obligations of Permittee or such transferee hereunder automatically shall be transferred and assigned and the transferor or assignor shall be released from any further obligations hereunder, except that Permittee shall continue to be obligated to defend and indemnify City for any claims, suits or liabilities and losses, as provided for in paragraph 5 above, which arose out of Permittee's acts prior to assignment of the rights and obligations hereunder. Neither Permittee nor any transferee or assignee of Permittee shall assign its interest in the Property to any person or entity that does not have the financial capability of performing the transferor's or assignor's obligations.

7. Covenants to Run. The parties hereby covenant and agree that this Agreement shall run with the land and be binding upon themselves, their successors, assigns, heirs and legal representatives and shall continue in effect for so long as the Laterals remain connected to the City Storm Drain. The burden of the covenants herein shall be on the Property, and the benefits shall run in favor of City. This Agreement shall be recorded against the Property in the records of the Recorder of Orange County.

8. Termination. This Agreement will terminate when the encroachment has been permanently removed, except with respect to any damage or injury occurring prior to such removal and claims related thereto, which shall remain subject to this Agreement.

9. Entire Agreement; Modifications in Writing. This Agreement and the Exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter set forth herein and supersedes any and all previous negotiations, discussions and agreements between the parties with respect to the subject matter hereof. Each party to this Agreement acknowledges that no party, or anyone acting on behalf of any party, orally or otherwise, has made any representations, inducements, promises or agreements that are not embodied herein. This Agreement may be terminated or modified only by a written agreement executed by the parties hereto, or by their respective successors in interest.

10. Effective Date of Agreement. This Agreement shall become effective upon the date a duly executed and acknowledged original of this Agreement is recorded in the Official Records of the Recorder of Orange County.

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11. Attorneys' Fees. In the event any action, arbitration or other legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court or arbitrator to be reasonable.

EXECUTED in the County of Orange, State of California, on this ____ day of _____, 20____.

CITY OF COSTA MESA

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Ernesto Munoz
City Engineer

By: _____
Jerry Patterson
President, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Julie Folcik
City Clerk of the City of Costa Mesa

Kimberly Hall Barlow
City Attorney

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

On _____ before me, _____
personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Costa Mesa, County of Orange, State of California, described as follows:

APN: *141-361-32 & 141-741-01*

All that real property located in the State of California, County of Orange, described as follows:

Assessor Book 141, Page 36, identified as Assessor Parcel Number ("APN") 14136132, encompassing Multiple Blocks in the Fairview Tract, beginning with Block 63 through 77, and portions of Griffiths Subdivision, consisting of portions of Blocks 78, 79, and 83. The total acreage described is 131.87 acres.

County: ORANGE

Assessor's Parcel Number: **141-361-32**

Property Type: EXEMPT

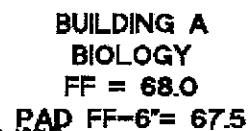
Land Use: TAX EXEMPT

Lot Size: 5710716

Lot Acreage: 131.1000

Legal Description: FAIRVIEW TR LOT BLK 63 ALL -INC POR STS ADJ- AND ALL -INC
POR STS ADJ- BLK S 64 TO 66 INC AND ALL -INC POR STS ADJ- -EX STS TR 34
Tract/Subdivision Number: 34, Block Number: 63

STORM DRAIN ENCROACHMENT PERMIT



- ① - CUT ENDS OF (E) HDPE SD PIPE AND ABANDON IN PLACE.
- ② - REPAIR MANHOLE WITH A TWO-LAYER BRICK WALL AND MORTAR. USE NON-SHRINK GROUT AND PROVIDE A WATERPROOFING LAYER.
- ③ - BACKFILL (E) 30" HDPE SD PIPE WITH CLEAN SAND BLOWN IN.
- ④ - TRENCH BACKFILL PER STANDARD A-13 IN CITY EASEMENT.
- ⑤ - INSTALL 30LF OF NEW 30" HDPE SD PIPE AT 2.5% SLOPE. APPROX INVERT OF CONNECTION TO 54" RCP IS 55.4±
- ⑥ - CONSTRUCT 45 DEGREE BEND.
- ⑦ - CONSTRUCT 30" HDPE TO 54" RCP JUNCTION PER DETAIL 1/SD-1.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE EXISTING EASEMENT AREA

City of Costa Mesa Storm Drain Easement dated January 23, 1956, recorded May 10, 1956 in Book 3505, Page 498, Instrument No. 65879, of Official Records, recorded in the County of Orange Records Office described as follows;

A portion of Lot "A" of the Banning Tract, in the County of Orange, State of California, as said Tract is shown on a map filed in Action No. 6385 in the superior court of the State of California, in and for the County of Los Angeles, being an action for partition, entitled Hancock Banning et al vs. Mary H. Banning, a portion of Fairview as recorded in Book 25, pages 77 and 78 of Miscellaneous Records of the County of Los Angeles and a portion of First Addition to Fairview as recorded in Book 29, page 95, of Miscellaneous Records of said County of Los Angeles, the sidelines of said easement to be parallel to and 6.00 feet distant each side of the following described center-line:

Beginning at a point in the South line of the Orange Coast College Property as shown on a map of Record of Survey filed in Book 20, page 15, of Records of Survey, records of said County of Orange, said point being distant East 1488.00 feet from the point of intersection of said South line with the center-line of Harbor Boulevard; running thence N 35°42'31" E 61.58 feet; thence North 512.49 feet to a point in the North line of said Lot "A" of the Banning Tract; thence continuing North 2485.63 feet, more or less, to a point in the North line of said Orange Coast College Property as shown on said map of Record of Survey, said point being distant East 1517.56 feet from the intersection of said North line with the center-line of Harbor Boulevard, the sidelines of said easement are to be shortened or prolonged to terminate on the North and South lines of said Orange Coast College Property.



PLEASE READ THE FOLLOWING AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN UNIVERSITY AND APPLE. BY CLICKING ON THE "I AGREE" BUTTON, UNIVERSITY, THROUGH ITS AUTHORIZED LEGAL REPRESENTATIVE, IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF UNIVERSITY DOES NOT OR CANNOT AGREE TO THIS AGREEMENT, THEN CLICK THE "CANCEL" BUTTON. IF UNIVERSITY DOES NOT AGREE TO THIS AGREEMENT, THEN UNIVERSITY IS NOT PERMITTED TO PARTICIPATE IN THIS PROGRAM OR USE THE APPLE SOFTWARE.

iPhone Developer Program

University Agreement

(for teaching classes that allow students to load applications onto Apple-branded products running the iPhone OS)

Purpose

This Agreement permits a University teaching a course about iPhone OS application development to enable students to load applications developed in the course on Apple-branded products running the iPhone OS and to share such applications with other participants in the same course.

Such student applications may not otherwise be distributed under this Agreement, and students who would like to distribute their applications outside of the course will need to enter into the iPhone Developer Program License Agreement.

Note: If the University plans to have students use the commercially released version of the SDK only and does not need students to be able to load applications developed as part of a course onto Apple-branded products running the iPhone OS, then the University does not need to sign this Agreement to teach such courses.

1. Definitions

Whenever capitalized in this Agreement:

"Agreement" means this iPhone Developer Program University Agreement, including attachments thereto which are hereby incorporated by this reference.

"App Store" means an electronic store and its storefronts branded, and owned and/or controlled by Apple or an affiliate of Apple.

"Apple" means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.

"Apple Push Notification" or "APN" means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Applications.

"APN API" means the Documented API that enables You to use the APN to deliver a Push Notification to Your Application.

"Apple Software" collectively means: (a) the SDK, (b) the iPhone OS, and (c) the Provisioning Profiles, and includes any Updates to any of the foregoing that may be provided to You by Apple.

"Application" means one or more software programs developed by University for a Course in compliance with the Documentation and the Program Requirements, under University's own trademark or brand, and for specific use with an iPhone OS Product, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.

"Authorized Developers" means University faculty, staff, employees and contractors who (a) each have an active and valid Registered Apple Developer account with Apple, and (b) have a need to know or use the Apple Software to teach Courses pursuant to this Agreement, or otherwise for educational purposes on University's behalf in connection with a Course.

"Authorized Devices" means iPhone OS Products owned or controlled by University, or owned by Authorized Developers or Authorized Students, that have been designated by University for educational purposes in connection with a Course, and specifically registered with Apple under this Program.

"Authorized Students" means University students enrolled in a Course who (a) each have an active and valid Registered Apple Developer account with Apple, and (b) have agreed to the iPhone Developer Program University Student Agreement.

"Course(s)" means classes and courses provided by University about iPhone OS software application development, which require the use of the Apple Software.

"Course Materials" means any documentation, slides, hand-outs or other materials for a Course.

"Documentation" means any technical or other specifications or documentation that Apple may provide to University for use in connection with the Apple Software.

"Documented API(s)" means Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

"In App Purchase API" means the Documented API that enables additional content, functionality or services to be purchased and delivered or made available for use within an Application.

"iPod Accessory Protocol" or "iAP" means Apple's proprietary protocol for communicating with iPhone OS Products and which is licensed under Apple's Made for iPod and Works with iPhone Program.

"iPhone Accessory" means a non-Apple branded hardware device that interfaces, communicates or otherwise interoperates with or controls an iPhone OS Product through the iPod Accessory Protocol.

"iPhone Developer Program University Student Agreement" means the agreement that University students must enter into with Apple to participate in the Course.

"iPhone Developer Program License Agreement" means Apple's license agreement to use the Apple Software for testing, development and/or submission of applications for approval and digital signing by Apple, among other things.

"iPhone Developer Program Enterprise License Agreement" means Apple's license agreement to use the Apple Software for testing, development and/or internal deployment of proprietary in-house applications.

"iPhone OS" means the gold master "GM" production, non-confidential, commercially-available version of the iPhone operating system software (or any successor thereto) provided by Apple to You pursuant to this Agreement.

"iPhone OS Product" means an Apple-branded product that runs the iPhone OS.

"Local Notification" means a message, including any content or data therein, that Your Application delivers to end users at a pre-determined time or when Your Application is running in the background and another application is running in the foreground.

"Made for iPod and Works with iPhone Licensing Program" or "MFi Program" means a separate Apple program that offers iPhone Accessory developers, among other things, a license to incorporate certain Apple technology into a hardware device to interface, communicate or otherwise interoperate with or control iPhone OS Products.

"MFi Licensee" means a party who has been granted a license by Apple under the MFi Program.

"Maps API" means the Documented API that enables You to add mapping functionality to Applications.

"Multitasking" means the ability of Applications to run in the background while

other Applications are running on the iPhone OS.

"Open Source Software" means any software, including but not limited to open source or free software, that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"Program" means the overall iPhone OS application development, education, testing, digital signing, and limited distribution program for Courses as contemplated in this Agreement.

"Program Requirements" mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in Section 3.3, as they may be modified from time to time by Apple in accordance with this Agreement.

"Provisioning Profiles" means the provisioning profiles provided by Apple for use by University for educational purposes in connection with the Course, and limited distribution of Applications for use on Authorized Devices for Courses.

"Push Application ID" means the unique identification number or other identifier that Apple assigns to an Application in order to permit it to access and use the APN.

"Push Notification" means a message, including any content or data therein, that You transmit to end users and that is delivered in Your Application.

"SDK" (Software Development Kit) means the Documentation, software (source code and object code), applications, sample code, simulator, tools, libraries, APIs, data, files, and materials provided by Apple for use by You in connection with Your Courses, and includes any Updates that may be provided by Apple to You pursuant to this Agreement.

"Student Applications" means one or more software programs developed by Your Authorized Students for the Course in compliance with the iPhone Developer Program University Student Agreement.

"Term" means the period described in Section 9.

"Updates" means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software, or to any part of the Apple Software.

"You", "Your" and "University" means the educational institution entering into this Agreement. For avoidance of doubt, the University is responsible for compliance with this Agreement by its employees, contractors, and agents who are authorized to exercise rights under this Agreement on its behalf.

2. License and Restrictions

2.1 University Teaching License

Subject to the terms and conditions of this Agreement, Apple hereby grants University during the Term, a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to:

(a) Teach Course(s) to Authorized Students in accordance with this Agreement provided that University agrees not to use or disclose any pre-release Apple Software or Documentation or any Apple confidential information in a Course;

(b) Install (and permit Authorized Students to install) one (1) copy of the iPhone OS and a Provisioning Profile on each Authorized Test Device, up to the number of Authorized Devices that University has registered and acquired licenses for, to be used by Authorized Students solely for educational purposes in connection with the Course; and

(c) Install a reasonable number of copies of the SDK portion of the Apple Software on Apple-branded computers owned or controlled by University or owned by Authorized Developers, to be used by Authorized Students and

Authorized Developers for educational purposes in connection with the Course; provided that University restricts access to the Apple Software on such computers to Authorized Students and Authorized Developers only.

2.2 Authorized Devices

Apple reserves the right to set the limited number of iPhone OS Products that University may register with Apple and obtain licenses for under this Program as specified on the Program web portal. Apple shall not be responsible for any costs, expenses or other liabilities University may incur as a result of provisioning Authorized Devices, developing Applications, or the installation or use of this Apple Software or any services, including but not limited to any damage to any equipment, software or data.

2.3 Course Transmissions

University may stream, broadcast or otherwise transmit Courses for distance learning and other educational purposes in connection with a Course.

2.4 Copies and Course Materials

University agrees to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and related services and Documentation provided) in all copies of the Apple Software and Documentation that University is permitted to make under this Agreement.

2.5 Ownership

Apple retains all rights, title, and interest in and to the Apple Software and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software, and, to the extent that You become aware of any claims relating to the Apple Software, You agree to use reasonable efforts to promptly provide notice of any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Applications or any Student Applications.

2.6 No Other Permitted Uses

Except as otherwise set forth herein, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, or provide to any person the Apple Software or any services, in whole or in part, or to enable others to do so. You may not use the Apple Software or any services provided hereunder for any purpose not expressly permitted by this Agreement. You agree not to install, use or run the SDK on any non-Apple-branded computer, not to install, use or run the SDK, iPhone OS, and Provisioning Profiles on or in connection with devices other than Apple-branded iPhone OS Products, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software or any services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or services. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>, as modified by Apple from time to time.

2.7 Updates; No Support or Maintenance

Apple may extend, enhance, or otherwise modify the Apple Software or services provided hereunder at any time without notice, but Apple will not be obligated to provide You with any Updates to the Apple Software. If Updates are made

available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the services provided hereunder.

3. Your Obligations

3.1 General

You certify to Apple and agree that:

- (a) Your authorized legal representative has the right and authority to enter into this Agreement on Your behalf and to legally bind You to the terms and obligations of this Agreement;
- (b) All information provided by You to Apple in connection with this Agreement will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information;
- (c) You will comply with the terms of and fulfill Your obligations under this Agreement and You agree to monitor and be responsible for Your Authorized Developers' use of the Apple Software and services and Authorized Devices and their compliance with the terms of this Agreement;
- (d) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Authorized Developers in connection with the Apple Software and services, the Authorized Devices, Your Applications and Your related development and limited distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), or any other hardware, software or services used

by You in connection with Your use of any services;

(e) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

3.2 Use of the Apple Software

As a condition to using the Apple Software and any services, You agree that:

(a) You will only use the Apple Software and any services for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;

(b) You will not use the Apple Software and any services for any unlawful or illegal activity, nor to develop any Application which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act;

(c) Your Application will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in Section 3.3 below, and You will not support, encourage, or otherwise facilitate the development of Applications or Student Applications that violate such requirements;

(d) To the best of Your knowledge and belief, Your Application does not and will not violate, misappropriate, or infringe any Apple or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g. musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in Your Application);

(e) You will not, through use of the Apple Software, services or otherwise, create any Application or other program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the iPhone OS, this Apple

Software, any services or other Apple software or technology, or enable others to do so;

(f) Applications developed under this Agreement may only be distributed on Authorized Devices for educational purposes in connection with a Course under this Agreement. For additional distribution outside of a Course, You would need to enter into the iPhone Developer Program License Agreement or the iPhone Developer Program Enterprise License Agreement, as applicable.

3.3 Program Requirements for Applications

Any Application developed using this Apple Software must meet all of the following criteria and requirements, as they may be modified by Apple from time to time:

APIs and Functionality:

3.3.1 Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs. Applications must be originally written in Objective-C, C, C++, or JavaScript as executed by the iPhone OS WebKit engine, and only code written in C, C++, and Objective-C may compile and directly link against the Documented APIs (e.g., Applications that link to Documented APIs through an intermediary translation or compatibility layer or tool are prohibited).

3.3.2 An Application may not itself install or launch other executable code by any means, including without limitation through the use of a plug-in architecture, calling other frameworks, other APIs or otherwise. Unless otherwise approved by Apple in writing, no interpreted code may be downloaded or used in an Application except for code that is interpreted and run by Apple's Documented APIs and built-in interpreter(s). Notwithstanding the foregoing, with Apple's prior written consent, an Application may use embedded interpreted code in a limited way if such use is solely for providing minor features or functionality that are consistent with the intended and advertised purpose of the Application.

3.3.3 Without Apple's prior written approval, an Application may not provide,

unlock or enable additional features or functionality through distribution mechanisms other than the App Store.

3.3.4 An Application may only read data from or write data to an Application's designated container area on the device, except as otherwise specified by Apple.

3.3.5 An Application must have at least the same features and functionality when run by a user in compatibility mode on an iPad (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

3.3.6 You may use the Multitasking services only for their intended purposes as described in the Documentation.

User Interface, Data Collection, Local Laws and Privacy:

3.3.7 Applications must comply with the Human Interface Guidelines and other Documentation provided by Apple.

3.3.8 Any form of user or device data collection, or image, picture or voice capture or recording (collectively "Recordings"), and any data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure, or use performed by, through, or in connection with Your Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements. In particular, a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Application to indicate that a Recording is taking place.

3.3.9 You and Your Applications may not collect, use, or disclose to any third party, user or device data without prior user consent, and then only under the following conditions:

- The collection, use or disclosure is necessary in order to provide a service or function that is directly relevant to the use of the Application. For example, without Apple's prior written consent, You may not use third party analytics software in Your Application to collect and send device data to a third party for aggregation, processing, or analysis.

- The collection, use or disclosure is for the purpose of serving advertising to Your Application; is provided to an independent advertising service provider whose primary business is serving mobile ads (for example, an advertising service provider owned by or affiliated with a developer or distributor of mobile devices, mobile operating systems or development environments other than Apple would not qualify as independent); and the disclosure is limited to UDID, user location data, and other data specifically designated by Apple as available for advertising purposes.

3.3.10 You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of his or her user or device data, You must promptly cease all such use.

3.3.11 Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data.

- Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

- Neither You nor Your Application may perform any functions or link to any content, services, information or data or use any robot, spider, site search or

other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use any such data for any unauthorized purpose.

3.3.12 For Applications that use location-based APIs or otherwise provide location based-services, such Applications may not be designed or marketed for automatic or autonomous control of vehicles, aircraft, or other mechanical devices; dispatch or fleet management; or emergency or life-saving purposes. In addition:

- Applications that offer location-based services or functionality must notify and obtain consent from an individual before his or her location data is being collected, transmitted or otherwise used by the Application.

3.3.13 For Applications that use location-based APIs for real-time route guidance (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

3.3.14 Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data is being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. If consent is denied or withdrawn, Applications may not collect, transmit, maintain, process or utilize the user's location data or perform any other actions for which the user's consent has been denied or withdrawn.

3.3.15 If Your Application accesses the Google Mobile Maps (GMM) service through the Maps API, use of the GMM Service is subject to Google's Terms of Service which will be set forth at:

<http://code.google.com/apis/maps/terms/iPhone.html>. If You do not accept such

Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the GMM service in Your Application. You acknowledge and agree that use of the GMM Service in Your Application will constitute Your acceptance of such Terms of Service.

Content and Materials:

3.3.16 Any master recordings and musical compositions embodied in Your Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Application will be distributed outside of the United States, any master recordings and musical compositions embodied in Your Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Application by each applicable copyright owner.

3.3.17 If Your Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Application.

3.3.18 Applications may not contain content or materials of any kind (text, graphics, images, photographs, sounds, etc.) that in Apple's reasonable judgment may be found objectionable, for example, materials that may be considered obscene, pornographic, or defamatory.

3.3.19 Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect Apple software or services, iPhone OS Products, or other software, firmware, hardware, data, systems, services, or networks.

3.3.20 If Your Application includes any Open Source Software, You agree to comply with all applicable Open Source Software licensing terms. You also agree not to use any Open Source Software in the development of Your Application in such a way that would cause the non-Open Source Software

portions of the Apple Software to be subject to any Open Source Software licensing terms or obligations.

3.3.21 Your Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Application comply with any applicable laws and fulfill any applicable registration requirements in the country or territory where You make Your Application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

3.3.22 Your Application may include a direct link to a page on Your web site where you include the ability for an end user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country or territory where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

In App Purchase API:

3.3.23 Access to the functionality provided by the In App Purchase API requires You to enter into the iPhone Developer Program License Agreement.

3.3.24 [Reserved]

iPhone Accessories:

3.3.25 Your Application may interface, communicate, or otherwise interoperate with or control an iPhone Accessory (as defined above) through Bluetooth or Apple's 30-pin dock connector only if (i) such iPhone Accessory is licensed under Apple's MFi Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of those approved for interoperability with their iPhone Accessory, and (iii) the MFi Licensee has received approval from the Apple MFi Program for such addition.

Regulatory Compliance for Health, Medical and Related Apps:

3.3.26 You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to Your Application in the United States, and in particular the requirements of the U.S. Food and Drug Administration ("FDA"), and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where You use or make Your Application available as permitted under this Agreement. However, You agree that you will not seek any regulatory marketing permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. You represent and warrant that You will fully comply with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to Your Application in the United States, as well as in other countries or territories where You plan to make Your Application available in accordance with the terms and conditions of this Agreement. You also represent and warrant that You will only use or make available Your Application for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements and this Agreement. You agree to promptly notify Apple in accordance with the procedures set forth in Section 12.6 of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements.

Cellular Network:

3.3.27 If an Application requires or will have access to the cellular network, then additionally such Application:

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

3.3. 28 Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as

the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP, You agree to inform end users, prior to use, to check the terms of agreement with their operator. In addition, if Your Application allows end users to send SMS messages, then You must inform the end user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

APN (Apple Push Notification service) and Local Notifications:

3.3.29 All use of Push Notifications via the APN or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification service and Local Notifications).

3.3.30 [Reserved]

Additional Services:

3.3.31 From time to time, Apple may provide access to additional services for You to use in connection with Your Applications. Some of these additional services may be subject to separate terms and conditions in addition to this Agreement. If You elect to use such services, Your usage will also be subject to those separate terms and conditions. In addition, such services may not be available in all languages or in all countries. Apple makes no representation that such services are appropriate or available for use in any particular location. To the extent You choose to access such services, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal of or disabling of access to any such services.

4. Changes to Program Requirements or Terms

Apple may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Applications already in being used in a Course. In order to continue using the Apple Software or any services, University, through its authorized legal agent, must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software and any services will be suspended or terminated by Apple. You agree that Your authorized legal agent's acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your agent checking a box or clicking on an "agree" or similar button. Nothing in this Section will affect Apple's rights under Section 7 below.

5. Limited Student Application Distribution; Student Certificates

Subject to the terms and conditions of this Agreement, Student Applications may only be distributed for use by Course participants on a limited number of Authorized Devices (as specified in the Program web portal) for purposes of participation in the Course. All Student Applications must be digitally signed using an Apple-issued certificate to be installed on such Authorized Devices. University will be responsible for ensuring that only Authorized Students are designated by University to receive such certificates (under the same student names as listed in the Course enrollment records). Upon completion of the Course, University agrees to promptly revoke all such certificates and to remove all former Course participants from the list of Authorized Students designated by the University to receive access to the Program web portal for such Course.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Student Applications in this manner, or for Your failure to adequately manage, limit or otherwise control the access to and use of Student Applications or Authorized Devices.

6. Digital Signing of University Applications; Restrictions on University Certificates

Subject to the terms and conditions of this Agreement, University may distribute its Applications for Course participants' use on a limited number of Authorized Devices (as specified on the Program web portal) for educational purposes in connection with a Course. Such Applications must be signed with Apple-issued certificates in order to be installed on Authorized Devices.

In relation to this, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of any Apple-issued digital certificates or Provisioning Profiles; (b) You are solely responsible for preventing any unauthorized person from having access to Your digital certificates and corresponding private keys and You will use all reasonable efforts to safeguard Your digital certificates and corresponding private keys from compromise; (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your digital certificates or corresponding private keys; (d) except for approval of Your Authorized Students' certificate requests, You will not provide or transfer Apple-issued digital certificates provided under this Program to any third party, nor use Your digital certificate to sign a third party's application; and (e) You will use Your Apple-issued certificates exclusively for the purpose of signing Your Applications for limited distribution for use on Authorized Devices in Courses as contemplated under this Program, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Application, or governing any third party code or Open Source Software included in Your Application, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement, including the confidentiality requirements of this Agreement. In particular, You represent and warrant that such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the digital signing or digital rights management mechanisms utilized as part of the Program and will not require You to disclose any Apple confidential information. If You discover any such inconsistency or conflict with Your Application, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter. Apple may immediately cease distribution of any affected Licensed Applications and refuse

to accept any subsequent Application submissions from You until such matter is resolved to Apple's reasonable satisfaction.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of exercising Your rights under this Agreement, or for Your failure to adequately manage, limit or otherwise control the access to and use of Your Applications or Authorized Devices.

Except as contemplated in Section 5 or 6, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. In the absence of a separate agreement with Apple, You agree not to distribute Your Application or any Student Application to third parties via other distribution methods or to enable or permit others to do so.

7. Revocation

You understand and agree that Apple may revoke the digital certificate of any of Your Applications at any time. By way of example only, Apple might choose to do this if at any time:

(a) Any of Your Provisioning Profiles, digital certificates or corresponding private keys has been compromised or Apple has reason to believe that either has been compromised;

(b) Apple has been notified or otherwise has reason to believe that Your Application violates, misappropriates, or infringes the rights of a third party or of Apple;

(c) Apple has reason to believe that Your Application contains malicious or harmful code, malware, programs or other internal components (e.g. software virus);

(d) Apple has reason to believe that Your Application damages, corrupts, degrades, destroys or otherwise adversely affects the devices it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or

used by the Application;

(e) You breach any term or condition of this Agreement or the Registered Apple Developer terms and conditions;

(f) Any information or documents provided by You to Apple for the purpose of verifying Your identity or obtaining Provisioning Profiles or Apple-issued digital certificates is false or inaccurate;

(g) Any representation, warranty or certification provided by You to Apple in this Agreement is untrue or inaccurate;

(h) Apple is required by law, regulation or other governmental or court order to take such action;

(i) You misuse or overburden any services provided hereunder; or

(j) Apple has reason to believe that such action is prudent or necessary.

8. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless Apple, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (ii) any claims that Applications developed by You violate or infringe any third party intellectual property or proprietary rights; and/or (iii) Your use of the Apple Software or services, Your Application, Authorized Devices, or Your development or distribution of any Application.

You acknowledge that neither the Apple Software nor any services are intended for use in the development of Applications in which errors or inaccuracies in the

content, functionality, services, data or information provided by the Application or the failure of the Application, could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

9. Term and Termination

9.1 Term

The Term of this Agreement shall commence on the date You first accept this Agreement (the "Effective Date") and extend for an initial period of one (1) year following the initial activation date of Your Program account by Apple.

Thereafter, subject to Your compliance with the terms of this Agreement, the Term will automatically renew for three (3) successive one (1) year terms, unless sooner terminated in accordance with Section 9.2.

9.2 Termination

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

- (a) if You or any of Your Authorized Developers fail to comply with any term of this Agreement and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- (b) in the event of the circumstances described in the subsection entitled "Severability" below;
- (c) if You, at any time during the Term, commence an action for patent

infringement against Apple;

(d) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy; or

(e) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, alteration or falsification of documents, inappropriate use of computer systems, or other misrepresentation of facts.

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in Section 4.

Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

9.3 Effect of Termination

Unless You have entered into a separate agreement with Apple that grants You separate rights and licenses from those obtained under this Agreement, upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) in Your and Your Authorized Developers' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. The following provisions shall survive any termination of this Agreement: Sections 1, 2.5, 2.6, 3.1(d), 3.1(e), 3.2(d), 3.2(e), 3.2(f), 3.3, 6 (second and third paragraphs), and 7 through 12 inclusive; within Attachment 1, the third sentence of Section 1.1, Section 2, the second and third sentences of Section 3, Section 4, the second and third sentences of Section 5, and Section 7. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other

right or remedy Apple may have, now or in the future.

10. NO WARRANTY

The Apple Software may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple or its licensors may provide or make available through the Apple Software or as part of the Program, certain web-based applications, certificate-issuance services, or other services for Your use (collectively the "Services" for purposes of this Section 10 and 11). Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, in any case and without notice or liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 10 AND 11) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES, THAT THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE,

THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE, SERVICE-RELATED SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services.

11. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE OR SERVICES, OR Your DEVELOPMENT EFFORTS, EDUCATIONAL EFFORTS, OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total

liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

12. General Legal Terms

12.1 Third Party Notices

Portions of the Apple Software or services may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and services, and Your use of such material is governed by their respective terms.

12.2 Consent to Collection and Use of Non-Personal Data. You agree that Apple and its subsidiaries may collect and use technical and related information, including but not limited to information about Your Applications, computer, system software, other software and peripherals, that is gathered periodically to facilitate the provision of software updates and other services to You (if any) related to the Apple Software, and to verify compliance with the terms of this Agreement. Apple may use this information, as long as it is in a form that does not personally identify You, to improve the Apple Software, our products or to provide services or technologies to You and our customers.

12.3 Assignment. This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void.

12.4 Press Releases and Other Publicity; Relationship of Parties.

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion. This Agreement will not be construed as creating any other

agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

12.5 Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Applications, Licensed Applications or any other products or technologies that You may develop, produce, market, or distribute.

12.6 Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: iPhone Developer Program Licensing, Apple Inc., 12545 Riata Vista Circle, MS 198-3SW, Austin, TX 78727, U.S.A.

You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

12.7 Severability. If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "License and Restrictions", "Your Obligations" or "Digital Signing of University Applications; Restrictions on University Certificates", or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the

Section entitled "Term and Termination."

12.8 Waiver and Construction. Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

12.9 Export Control. You may not use, export, re-export, import, sell or transfer the Apple Software except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

12.10 Government End Users. The Apple Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

12.11 Dispute Resolution; Governing Law. Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement,

the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Notwithstanding the foregoing sentences, if You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your educational institution is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your educational institution is domiciled.

If You are an educational institution that is operated by an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 8 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12.12 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the Program contemplated hereunder and the use of the Apple Software licensed hereunder and supersedes all prior understandings and agreements regarding its subject matter, including the iPhone SDK Agreement (clickwrap) accompanying the SDK, but only to the limited extent necessary for Your participation in this Program. For the avoidance of doubt, to the extent that You have already entered into or subsequently enter into a separate written agreement with Apple for the use of the Apple Software licensed hereunder, You may operate under that agreement for its purposes; provided however that none of the educational provisions of this Agreement will extend to You under any other agreement that You may have with Apple with respect to the Apple Software. You further agree that You will not use or disclose under this Agreement any Apple confidential or proprietary information (e.g., pre-release software) that You have obtained under another agreement (e.g., the iPhone Developer Program License Agreement).

This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.

12.13 Acceptance

University acknowledges and agrees that by clicking on the "agree" or similar button, University, through its authorized legal representative, is accepting and agreeing to the terms and conditions of this Agreement.

Attachment 1

(to the Agreement)

Additional Terms for Apple Push Notification service and Local

Notifications

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification service) in Your Application or the delivery of Local Notifications to Your Application:

1. Use of the APN and Local Notifications

1.1 Your Application may only access the APN via the APN API and only if You have been assigned a Push Application ID by Apple. You agree not to share your Push Application ID with any third party. You understand that Your Application will not be permitted to access or use the APN after expiration or termination of Your Agreement.

1.2 You are only permitted to use the APN and the APN APIs for the purpose of sending Push Notifications to Your Application on an iPhone OS Product as expressly permitted by the Agreement (including but not limited to this Attachment 1) and the APN Documentation, and You must only do so in accordance with all applicable laws and regulations (including all intellectual property laws). You further agree that You must disclose to Apple any use of the APN as part of the submission process for Your Application.

1.3 You understand that before You send an end user any Push Notifications through the APN, the end user must provide consent to receive such Notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notifications functionality. If the end user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end user Push Notifications.

2. Additional Requirements

2.1 You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or

illegal.

2.2 You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g. up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Application or advertise the availability of new features or versions.

2.3 You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an iPhone OS Product with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

2.4 You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that in Apple's reasonable judgment may be found objectionable by the end user of Your Application.

2.5 You may not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an iPhone OS Product, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.

3. Delivery by the APN or via Local Notifications

You understand and agree that in order to provide the APN and make Your Push Notifications available on iPhone OS Products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery

service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g. a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such Notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end user's personal information.

4. Your Acknowledgements

You acknowledge and agree that:

4.1 Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

4.2 The APN is not available in all languages or in all countries and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

4.3 Apple provides the APN to You for Your use with Your Application, and does not provide the APN directly to any end user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end user of Your Application, and You are solely liable and responsible for any data or content transmitted therein and for any use of the APN in Your Application. Further, You

acknowledge and agree that any Local Notifications are sent by You, not Apple, to the end user of Your Application, and You are solely liable and responsible for any data or content transmitted therein.

4.4 Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

4.5 Apple reserves the right to remove Your access to the APN or revoke Your Push Application ID at any time in its sole discretion.

4.6 Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law.

5. Third Party Service Providers

You are permitted to employ or retain a third party ("Service Provider") to assist You in accessing and using the APN in Your Applications including, but not limited to, engaging any such Service Provider to maintain and administer Your Applications' servers on Your behalf, provided any such Service Provider's access to and use of the APN is only done on Your behalf in providing such services to You for Your Application and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein, including, but not limited to, confidentiality for pre-release versions of the APN and indemnity obligations to Apple. Any actions undertaken by any such Service Provider in relation to Your Push Application and/or arising out of this Agreement

shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions), including but not limited to indemnifying Apple against any harm caused by the Service Provider acting on Your behalf. In the event of any actions or inactions that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to change Service Providers.

6. Changes to Attachment 1

Apple may change the terms of this Attachment 1 at any time by providing notice to You. In order to continue using the APN, You must accept and agree to the new terms of this Agreement or, if presented separately to You by Apple, to the new terms for this Attachment 1. You agree that any new terms for Attachment 1 (whether agreed to separately by You or as part of the Program Agreement) will be incorporated into the Program Agreement. If You do not agree to new terms of this Agreement or Attachment 1, Your use of the APN will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or revised Attachment 1 may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button which may be presented to You in a dialog box that is separate from this Agreement.

7. Additional Liability Disclaimer

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS. YOU ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OF DATA OR INFORMATION THROUGH THE SERVICE COULD LEAD TO DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

Rev. 6-7-10

EA0638

**BY CLICKING ON THE "I AGREE" BUTTON, UNIVERSITY, THROUGH ITS
AUTHORIZED LEGAL REPRESENTATIVE, HEREBY ACCEPTS AND
AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**



Coastline Community College Associated Student Government

Adopted Budget for FY 2010-2011

	2009-2010 Actual Revenue/Expenses	Projected Budget FY 2010-2011
<u>Other Income</u>		
College Service Revenue	125,480.50	127,000.00
Fundraising Revenue	208.03	
Interest Revenue	647.15	
Misc Income	500.00	26,450.00*
Total Other Income	126,835.68	153,450.00
<u>Program Expenses</u>		
Accounting Services Expense	3,000.00	3,000.00
Advocacy Expense	19,000.00	6,000.00
Awards/Thank You Expense	58.17	750.00
Banquet Expense	1,500.00	2,000.00
Club Funding and Events	3,500.24	4,000.00
College Event Participation	2,170.00	3,500.00
College Service Charge/A & R Processing	0.00	6,000.00
Conference Expense	11,693.19	30,000.00
Discretionary Advisor's Expense	311.05	4,000.00
Discretionary Instruction (Vice President)	4,000.00	4,000.00
Discretionary President's (College)	5,000.00	5,000.00
Discretionary Student Services (V.P.)	4,000.00	4,000.00
District Student Council Rep Expense	0.00	100.00
EOPS Expense	1,993.56	3,000.00
Events - SAC Sponsored	0.00	6,500.00
Fundraising Expense	0.00	2,500.00
Graduation Event Expense	0.00	1,000.00
Grant Program Expense	0.00	10,000.00
Hospitality Expense	2,058.68	4,000.00
Memberships	0.00	500.00
ASG Leadership Awards		1,000.00
Office Supply Expense	4,304.81	3,000.00
Officer Stipends	12,337.00	20,000.00
Postage Expense	2.64	100.00
Printing Expense	585.31	1,000.00
Promotional Expense	772.40	2,500.00
Scholarship Award Expense	25,000.00	24,000.00
Scholarship Event Expense	300.00	500.00
Software Expense	0.00	1,000.00
University Transfer Event Expense	794.97	500.00
Total Program Expenses	102,382.02	153,450.00
Total Program Income and Expenses	24,453.66	
Net Income/(Loss)	24,453.66	
Beginning Fund Balance(Carry-Over)	163,407.61	
Operating Fund @June 30th, 2010	187,861.27	
*Carryover Funds		

E:\CCC-ASG\Budget\ASG Adopted Budget FY 2010-2011_8_5_2010.xls]Operating09-10





Scott LaBass
31461 Rancho Viejo, Suite 206
San Juan Capistrano, Ca. 92675
(949) 248-5047 Telephone
(949) 248-5048 Fax

Date: 6/22/2010

Quotation #: 3800
Valid Until: 7/22/2010
Equipment Terms: 50% deposit, 50% delivery
Services Terms: 50% deposit, 50% upon acceptance

Bill To Company: Coast Community College District
Address: 1370 Adams Ave
City, State Zip: Costa Mesa, CA 92626
Contact: Ron Rose
Phone: (714) 438-4634
Email: rrose@cccd.edu

Ship To Company: Coast Community College District
Address: 1370 Adams Ave
City, State, Zip: Costa Mesa, CA 92626
Contact: Ron Rose
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Email: rrose@cccd.edu

Coastline Community College - Avaya Upgrade

CMAS# 3-09-70-1163B

Project Summary	
Total Equipment & Software Costs	\$79,854.27
Total Professional Services Estimate	\$26,600.00
Total Maintenance & Support Cost	\$14,177.60
Estimated State Sales Tax	\$6,987.25
Total Project Costs	\$127,619.12

Terms: Initialing signifies acceptance of the stated terms of payment.

Failure to remit payment within the terms will result in the withdrawal of all project resources until ROI receives payment. Once payment has been received, resources will be rescheduled pending availability.

(Initial _____)



Date: 6/22/2010

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Coastline Community College - Avaya Upgrade Equipment and Software

Part Number	QTY	Description	Unit List Price	Ext. List Price	Unit Cust. Price	Ext. Cust. Price
Avaya						
229599	445	AVAYA AURATM R5 ENT ED MOVE LIC	\$58.00	\$ 25,810.00	\$ 38.60	\$ 17,175.82
700431604	1	IP SOFTPHONE R6 CD-ROM	\$50.00	\$ 50.00	\$ 32.50	\$ 32.50
228990	1	S8800 SERVER CM5.2.1+	\$7,500.00	\$ 7,500.00	\$ 5,625.00	\$ 5,625.00
405362641	11	PWR CORD USA	\$9.00	\$ 99.00	\$ 5.53	\$ 60.83
700170004	1	CABLE RED 5 METER CAT 5 RJ45	\$25.00	\$ 25.00	\$ 18.75	\$ 18.75
700170012	2	CABLE GREEN 5 METER	\$25.00	\$ 50.00	\$ 18.75	\$ 37.50
700178056	2	CABLE GREEN 25 METER	\$40.00	\$ 80.00	\$ 30.00	\$ 60.00
700178072	2	CABLE RED 25 METER	\$40.00	\$ 80.00	\$ 30.00	\$ 60.00
700397284	2	G600/G650 TDM LAN CABLE KIT RHS	\$150.00	\$ 300.00	\$ 112.50	\$ 225.00
700453871	1	S8510 SECOND POWER SUPPLY	\$350.00	\$ 350.00	\$ 262.50	\$ 262.50
700463508	4	BUS TERMINATOR CP AHF110 - NON GSA	\$181.00	\$ 724.00	\$ 111.24	\$ 444.96
700476344	1	AVAYA AURATM R5.2.1 NEW SFTW CD	\$100.00	\$ 100.00	\$ 64.56	\$ 64.56
700478308	1	S8800 SRVR POWER SUPPLY 675 WATTS	\$395.00	\$ 395.00	\$ 276.35	\$ 276.35
700451172	1	Avaya USB 56K Modem MT 9234ZBA	\$250.00	\$ 250.00	\$ 187.50	\$ 187.50
224272	2	C-LAN INTF CP TN799DP - NON GSA (REFURBISHED)			\$ 700.00	\$ 1,400.00
224271	4	IPS12 CP TN2312BP - NON GSA (REFURBISHED)			\$ 1,900.00	\$ 7,600.00
224273	2	VAL CP TN2501AP - NON GSA (REFURBISHED)			\$ 1,400.00	\$ 2,800.00
224274	3	IP320 MEDIA RESOURC TN2602AP NON GSA (REFURBISHED)			\$ 7,000.00	\$ 21,000.00
700394950	4	G650 MEDIA GATEWAY RHS (REFURBISHED)			\$ 1,525.00	\$ 6,100.00
700463482	1	FACILITY TEST CP TN771DP - NON GSA (REFURBISHED)			\$ 998.00	\$ 998.00
700470396	4	G650 AC/DC PWR SUP 655A RHS 6/6 NGS (REFURBISHED)			\$ 1,400.00	\$ 5,600.00
Juniper						
EX4200-24T	2	EX 4200, 24-port 10/100/1000BaseT (8-ports PoE) + 320W AC PS, includes 50cm VC cable	\$6,000.00	\$ 12,000.00	\$ 4,500.00	\$ 9,000.00
EX-PWR-320-AC	2	EX 4200 and EX 3200 320W AC Power Supply (power cord needs to be ordered separately)	\$500.00	\$ 1,000.00	\$ 375.00	\$ 750.00
CBL-EX-PWR-C13-US	2	Power Cable, US	\$50.00	\$ 100.00	\$ 37.50	\$ 75.00
Customer Equipment Cost:						\$79,854.27



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City, State, Zip: Costa Mesa, CA 92626
Contact: Ron Rose
Phone: (714) 438-4634
Email: rrose@cccd.edu

Part Number	Description	Estimated Cost
999999	1 ROI Networks Professional Services Include:	
	Project Mangement:	
	System Design & Engineering:	
	Network Integration:	
	Equipment Staging:	
	PBX Programming:	
	Equipment Installation:	
	Software Translations:	
	Legacy Equipment Disposition:	
	Quality Assurance & Testing:	
	Training: administrative & end user:	
	Fisrt Day of Business Support:	
	Total Professional Services Cost:	\$26,600.00

(Initial_____)

(Initial_____)



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Coastline Community College - Avaya Upgrade Maintenance and Support Pricing

Part Number	Qty	Description	Unit Cost	Cost
231317J	445	Avaya JSD SSU AURA R5 EE 101-1K P1 AN	\$30.48 \$	13,563.60
SVC-NDCE-EX4200-24T	2	Juniper J-Care NextDay Onsite Support for EX 4200-24T	\$307.00 \$	614.00
Total Annual Support:				\$ 14,177.60

* Avaya SSU comes as a 3 year contract that is prepaid annually in the amount shown.

I have read and understand attached Maintenance Terms & Conditions

(Initial_____)



ENGINEERING SERVICES TIME AND MATERIAL

Rates effective as of 08/01/2008

Resource	Description	Day of Week	Time	(\$)	Hourly Rate
Project Coordinator	Project Coordinator. Provides project coordination support for all simple projects or non-formal projects. Primary role is to communicate mutual expectations with customer until work has been completed.	Monday - Friday	8:00am - 5:00pm		\$70.00
		Monday - Saturday	After 5:00pm		\$105.00
		Sunday + Holidays	All		\$140.00
Project Manager	Project Manager. Provides strategic, complex project management support for all formal projects. Primary role is to prepare Project Plan, Establish Critical Path, Track Milestones, Facilitate regular communication with all parties to deliver project on time and within budget	Monday - Friday	8:00am - 5:00pm		\$125.00
		Monday - Saturday	After 5:00pm		\$187.50
		Sunday + Holidays	All		\$250.00
Software Associate	Software Associate. Provides simple software support for telephony and messaging programming purposes. Typically involves COS, COR, Dial Plan, Call Coverage and Station Programming support.	Monday - Friday	8:00am - 5:00pm		\$125.00
		Monday - Saturday	After 5:00pm		\$187.50
		Sunday + Holidays	All		\$250.00
Software Specialist	Software Specialist. Provides advanced software support for telephony, messaging, call center and networking purposes. Primary role is to program Trunking, Routing, Networking and advanced Call Center software. Also assists with software upgrades, migrations and merges.	Monday - Friday	8:00am - 5:00pm		\$175.00
		Monday - Saturday	After 5:00pm		\$262.50
		Sunday + Holidays	All		\$350.00
Network Engineer Level-1	Network Engineer Level-1. Provides basic staging and installation work including rack and stack, installation and cross-connect support.	Monday - Friday	8:00am - 5:00pm		\$90.00
		Monday - Saturday	After 5:00pm		\$135.00
		Sunday + Holidays	All		\$180.00
Network Engineer Level-2	Network Engineer Level-2. Provides staging and installation work for voice and data solutions. Also includes maintenance support and basic understanding of the OSI reference model with ability to provide high level troubleshooting for connectivity and application issues.	Monday - Friday	8:00am - 5:00pm		\$130.00
		Monday - Saturday	After 5:00pm		\$195.00
		Sunday + Holidays	All		\$260.00
Network Engineer Level-3	Network Engineer Level-3. Provides advanced staging and implementation support for voice and data networks. Typically has strong understanding of OSI reference model and can provide detailed troubleshooting and application integration for voice or data networks.	Monday - Friday	8:00am - 5:00pm		\$180.00
		Monday - Saturday	After 5:00pm		\$270.00
		Sunday + Holidays	All		\$360.00
Convergence Engineer Level-4	Convergence Engineer Level-4. Expert in converged voice, data and VoIP based networks. Typically owns multiple certifications in voice and data including MCSE, Avaya Engineer or Extreme Network Engineer.	Monday - Friday	8:00am - 5:00pm		\$220.00
		Monday - Saturday	After 5:00pm		\$330.00
		Sunday + Holidays	All		\$440.00
Customer Trainer/Instructor	Provides end-user training regarding the use of telephones and voice messaging applications.	Monday - Friday	8:00am - 5:00pm		\$120.00
		Monday - Saturday	After 5:00pm		\$180.00
		Sunday + Holidays	All		\$240.00

ONSITE SERVICES

A two hour minimum charge plus a one-time visit charge is billed per dispatch. Visit Charge is \$100.00 per visit within Orange County, \$150.00 outside of county. T&M rates are charged portal to portal for billing purposes.

Name: _____
 Company: _____
 Signature: _____

OFF-SITE SERVICES

A one hour minimum charge per incident applies for remote service and phone support.

Title: _____
 Date: _____



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote may include equipment, software and services in order to successfully deliver the work. All equipment and/or software fees will be billed with a 50% deposit and the balance payable upon customer receipt of product. Services fees will be billed in progress payments as follows; 33% deposit prior to formally starting the project, 33% due upon completion of the installation and the balance upon completion and customer acceptance of the project. If the completion of the project is not possible due to Customer delays, Payment of Contract Services is due and payable upon Customer receipt of invoice relating thereto ("Due Date"). If payment is not made within 30 days, Customer will pay a late fee of \$35.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all past due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

Article 4. Duration of Agreement

This agreement shall begin once formal execution of the document has occurred and will be considered complete on September 30, 2010.

Article 5. Inclusions in Contract Service

Contract Service shall consist of services specifically called out in this agreement.

Article 6. Exclusions from Contract Service

The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article, there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder. except to the extent attributable to the fault or negligence of Customer.

Article 11. Limitation of Liability

Except if due to negligence or other wrongdoing of ROI Networks, ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages.

Article 12. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 13. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31461 Rancho Viejo Road, Suite 206, San Juan Capistrano, CA. 92675 Attn. Jeff Hiebert. Any other notices of a general business nature should be addressed to the same address, Attn.: Jeff Hiebert. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 14. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 15. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 16. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 17. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 18. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 19. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to: delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees; labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 20. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur of the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 21. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum on 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

Project Coordinator \$120.00 per hour
Project Manager \$220.00 per hour
Software Associate \$220.00 per hour
Software Specialist \$300.00 per hour
Network Engineer Level 1 \$170.00 per hour
Network Engineer Level 2 \$240.00 per hour
Network Engineer Level 3 \$335.00 per hour
Network Engineer Level 4 \$420.00 per hour
Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature _____ **Date:** _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

Maintenance under this agreement is provided by ROI Networks, Inc. (hereafter referred to as the Service Department) to the Customer as follows:

2. Service Availability

The **ROI Networks Basic Support** service option includes the following support: Priority over non ROI support Customers, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, five (5) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is four (4) hours for a major (P1) case of trouble and twenty-four (24) hours for a P2 or P3 case of trouble.

The **ROI Networks Standard Support** service option includes the following support: Priority over non ROI support Customers and Basic support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

The **ROI Networks Advanced Support** service option includes the following support: Priority over non ROI support Customers, Basic and Standard support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, fifty (50) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is one (1) hour for a major (P1) case of trouble and four (4) hours for a P2 or P3 case of trouble.

The **ROI Networks Premier Support** service option includes the following support: Priority over non ROI support Customers, Basic, Standard and Advanced support Customers, 7x24 Premier Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Assigned Primary Services Engineer, Web based or Telephone based trouble ticket reporting options, one-hundred (100) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is thirty (30) minutes for a major (P1) case of trouble and two (2) hours for a P2 or P3 case of trouble.

The **ROI Networks Optional Support** service options can be ordered as needed and include the following:

- a) **Quarterly software and firmware updates offer** - This offer provides quarterly software and firmware updates for all supported components provided within this agreement.
- b) **Annual toll-fraud, network and ARS audit and optimization offer** - This offer provides an annual review of the Customer's voice and data network and provides software support required to optimize automatic route selection programming to support Customer's business strategy.
- c) **Annual contact center tune up and optimization offer** - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) **Quarterly software backup and archival offer** - This offer provides a quarterly software backup of all supported components provided within this agreement.
- e) **Architecture and design consulting offer** - This offer provides a one-time VoIP, Unified Communication or Multi-Channel Contact Center architecture and design deliverable. This offer includes up to 30 hours of collaboration, discovery and documentation.
- f) **Support desk offer** - This offer includes temporary or scheduled help desk support. This can augment our Customer's operations during peak or seasonal periods, or provide alternative support during a period of transition or attrition.
- g) **Outsourced support offer** - This offer provides the ability for our Customer's to outsource the internal help-desk function in order to focus on more strategic or important core business projects or strategy.
- h) **Converged network management and carrier agency offer** - This offer is intended to provide advanced, proactive, 7x24 support for a Customers converged voice, data and video network. This includes all routers, switches, firewalls, IPS/IDP appliances, VPN concentrators, media servers, media gateways and other devices as required to support the Customer's converged voice, data and video network. This includes ownership and agency of network issues that impact the production network.

i) **Firewall, IPS, IDS, security managed services offer** - This offer provides strategic and proactive 7x24 management and administration of our Customers security infrastructure and applications. This may be required for legal or compliance purposes.

3. Preventative Maintenance

The Service Department will take the action necessary to ensure performance, including cleaning as necessary, checking, reconfiguring, and verifying operation, etc. Preventative Maintenance may be scheduled or performed concurrently with Remedial Service.

4. Parts

Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

5. Modification of Equipment

As part of regular Preventative Maintenance Service, the Service Department may add Customer approved modifications to the EQUIPMENT in order to improve the performance and/or reliability. If the Customer requests modification to be made to the EQUIPMENT, or requests the addition of non-Service Department approved devices or accessories to the equipment, separate from such modifications or addition, The Service Department's service responsibilities shall be negotiated between the Service Department and the Customer. If the Customer request any adds, moves or changes outside the original Scope of Work the Customer will be subject to additional charges at the prevailing time and materials rate or fixed installation costs.

6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering.
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department.
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
- f) Repair of accessories is not included in this agreement unless specified on the equipment list.

7. Employee Assignment

The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

8. Parking

Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

15. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premise cabling, adequate housing, and any other items required to maintain equipment health.

Customer personnel must be available to provide escort, or assistance during all maintenance calls on or off site.

16. Customer Remedied for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations hereunder or for any claims for such losses by third parties against the Customer.

17. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to:

- a) Causes beyond it's reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Inability for causes beyond it's control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes.

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

18. Manufacturer Support Requirements

In order to provide adequate service and support to our Customer's, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

a) If Avaya support is required from ROI, customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avaya support firewall for bug fixes, patches and product support notices, or with the SSU offer, free software support during the coverage period. Software Support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid annually, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avaya's Tier 3 and Tier 4 support organizations on behalf of our Customer's.

b) If Extreme Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Fenestrae support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____

Company: _____

Signature: _____ **Date:** _____

RESOLUTION # 10-14

A Resolution of the Board of Trustees of the Coast Community College District to Enter Into an Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Eligibility Renewal Application State & Federal Surplus Property Program for Fiscal Year 2010-2011, the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

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

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on September 1, 2010 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain:

Christian Teeter, PhD., Board Secretary, Board of Trustees





State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT

1700 National Drive • Sacramento, CA 95834 • (916) 928-5800 • Fax (916) 928-7965 • www.ofa.dgs.ca.gov/opsr

SASP Form 201-A (02/2009)

ELIGIBILITY RENEWAL APPLICATION STATE & FEDERAL SURPLUS PROPERTY PROGRAM

A. Name of the Organization Orange Coast College Telephone 714 432-5707
Address 2701 Fairview Rd. City Costa Mesa Zip 92626
Fax Number 714 432-5620 E-mail Address jcleveneger@occ.cccd.edu

Organization is a: PUBLIC GOVERNMENTAL AGENCY

- ☐ A. Conservation
☐ B. Economic Development
☒ C. Education - ADA Comm Coll.
☐ D. Parks & Recreation
☐ E. Public Health
☐ F. Public Safety
☐ G. Other, Explain _____

PRIVATE AGENCY/ORGANIZATION

- ☐ A. Homeless Program
☐ B. Private Education - ADA
☐ C. Private Health
☐ D. Older Americans Act for Sr. Citizens
☐ E. Other, Explain _____

Number of Service Sites _____

Total Number of Clients Served Each Day 25,000

RESOLUTION

B. "BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
<u>Douglas C. Bennett</u>	<u>Exec. Dir</u>	_____	<u>dbennett@occ.cccd.edu</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Note: All signatures must be in original form. No copied or stamped signatures.

The above resolution was PASSED AND ADOPTED this 18 day of August 20 10 by the Governing Board of the:

Coast Community College by the following vote: AYES: _____ NOES: _____ ABSENT: _____

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true, and correct resolution adopted by the governing board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: _____

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY.

C. AUTHORIZED BY: _____
Printed Name and Title of Chief Administrative Officer

Signature of Chief Administrative Officer

Date

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE# _____

FOR STATE SURPLUS AGENCY USE ONLY

Renewal Application Approved _____ Renewal Application Disapproved _____

Date: _____ Signed: _____

ROUTING: GREEN • BUYING GREEN • WORKING GREEN

TERMS AND CONDITIONS

A. THE DONEE CERTIFIES THAT:

- (1) It is a public agency; or an approved nonprofit organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended.
- (2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or; if an approved nonprofit tax-exempt organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the State Agency for Surplus Property, hereafter referred to "the SASP".
- (3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, that the property is not being acquired for any other use(s) or purpose(s), is not for sale. Fee schedule is available upon request from the California SASP.
- (4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964, (41 USC 2000d-2000d-4a), as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended; Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), as amended; and Section 303 of the Age Discrimination Act of 1975 (42 USC 6101-6107).
- (5) If the Donee is designated by the Federal Small Business Administration 8a Program as a socially and economically disadvantaged small business and the SASP has determined the Donee is eligible to receive federal surplus personal property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise; and the Donee certifies to A. (3), A. (4), and A. (5) above.

B. The Donee agrees to the following federal conditions:

- (1) All items of property, other than items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which acquired within one year of receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not so place the property in use, or in continuous use, the Donee shall immediately notify the SASP and, at the Donee's expense, make the property available for transfer or other disposal as directed by the SASP.
- (2) Special handling or use limitations as are imposed by the Federal General Services Administration (GSA) on any item(s) of property under which the item(s) are being allocated to the Donee.
- (3) In the event the Donee does not so use the property as required by C. (1) and C. (2), above, at the option of the GSA title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as the GSA or its designee shall direct.

C. The Donee agrees to the following conditions applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, except vessels of 50 feet or more in length and aircraft, regardless of acquisition cost:

- (1) The property shall be placed in use within one year of receipt and shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the SASP designates a further period of restriction.
- (3) In the event the property is not so used as required by C. (1) and C. (2), above, at the option of the SASP title and right to the possession of such property shall revert to the State of California, and the Donee shall release such property to such person, as the SASP shall direct.

D. The Donee agrees to the following terms, reservations and restrictions:

- (1) From the date the Donee receives the property and throughout the time period(s) imposed by B. or C. above (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property or remove it permanently for use outside the State of California without the prior approval of the GSA or the SASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when the GSA or the SASP authorizes such action, shall be remitted promptly by the Donee to the GSA or the SASP, as applicable. If a Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee receives the property and before expiration of the time periods imposed by C. or D. as applicable at the option of the GSA or the SASP, the Donee shall pay to the GSA or the SASP any proceeds derived from the disposal, and/or the fair market or fair rental value of the property at the time of such unauthorized disposal as determined by the GSA or the SASP as applicable.
- (2) If at any time from the date the Donee receives the property and throughout the time periods imposed by B. or C. above (as applicable) the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the SASP and shall, as directed by the SASP, return the property to the SASP, or release the property to another Donee or another state agency or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from any sale promptly to the SASP.
- (3) The Donee shall make reports to the SASP which shall state the use, condition and location of the property, and shall report on other pertinent matters as may be required from time to time by the SASP.
- (4) At the option of the SASP, the Donee may abrogate the conditions set forth in B, above, and the terms, reservations and restrictions pertaining thereto in D by payment of an amount determined by the SASP.

E. The Donee agrees to the following conditions applicable to all items of property:

- (1) The property acquired by the Donee is on an "as is," "where is" basis without warranty of any kind.
- (2) If the Donee carries insurance against damages to or loss of property because of fire or other hazards, and damage to, loss or destruction of donated property with unexpired terms, conditions, reservations or restrictions occurs, the SASP will be entitled to reimbursement from the Donee out of the insurance proceeds in an amount equal to the unamortized portion of the fair value of the lost, damaged or destroyed property.

F. Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of aircraft and vessels of 50 feet or more in length having an acquisition cost of \$5,000 or more, regardless of the purpose for which acquired.

RESOLUTION # 10-18

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on September 1, 2010 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

WHEREAS, Trustee Walter G. Howald was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Howald's absence was due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Walter G. Howald shall be paid at the regular rate of compensation for the Board meeting on September 1, 2010.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on September 1, 2010 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain:

Christian Teeter, PhD., Board Secretary, Board of Trustees



RESOLUTION # 10-19

A Resolution of the Board of Trustees of the Coast Community College District Regarding the Layoff of Classified Personnel

WHEREAS, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2010-2011 school year that the best interests of this college district would be served by the reduction of services being provided in the One-Stop Center at Coastline Community College, due to the reduction in categorical funds (Workforce Development Act). Based upon such reduction of services, two classified positions will accordingly be subject to layoff for lack of funds within the meaning of Education Code Section 88127;

WHEREAS, as a separate and independent cause for layoff, it is the determination of this Board of Trustees in analyzing and balancing educational priorities, to reduce the services being performed by said classified positions shall be subject to layoff for lack of funds within the meaning of Education Code sections 88017 and 88127;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Coast Community College District hereby determines that the following classified positions be reduced for lack of funds:

Eligibility Technician, One-Stop Center, position (classification E-42) - 1.00 FTE

WIA Support Clerk, One-Stop Center, position (classification E-39) - 1.00 FTE

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

1. That due to a lack of funds, the classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code section 88127 and provisions of the classified collective bargaining agreement.
2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of layoff to the affected classified employees pursuant to the requirements of law.
3. That said layoff shall become effective on October 18, 2010, subject to negotiations to the extent required by law.
4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 88117.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on September 1, 2010 this Resolution was adopted by the Board by a vote of

_____.

Aye:

No:

Abstain:

Christian Teeter, PhD., Board Secretary, Board of Trustees

**EDUCATIONAL PROGRAMS AND STUDENT RELATIONSHIPS
(Policies Affecting Student Activities)**

030-9-1
Approved 05/20/98

STUDENT ROLE IN GOVERNANCE

The Board of Trustees of the Coast Community College District recognizes the Associated Student Organizations ~~or its equivalent within the district~~ as the representatives of the students in the formulation and development of District and eCollege policies and procedures that have or will have a "significant effect on students." (Title 5, 51025 [1]). ~~The Coast Community College District is committed to shared governance and views its students as a valued, integral community whose views and ideas are imperative in developing policy and procedure. The Board views the Associated Students' input as essential in the development of its policies dealing with all collegial matters and procedures that have or will have a "significant effect on students"; in this regard, students shall have the right to participate in processes for jointly developing recommendations to the Board regarding such policies and procedures. Policies and procedures that have or will have a "significant effect on students" include those dealing with the following areas:~~

~~The Board of Trustees of the Coast Community College District, or such representatives as it may designate will participate in discussion with the representatives to the Associated Students in developing policies regarding the following collegial matters:~~

1. Grading policies
2. Codes of student conduct
3. Student discipline ~~Academic disciplinary policies~~
4. Curriculum development
5. Courses or programs ~~which should~~ to be initiated or discontinued
6. ~~Processes for~~ institutional planning and budget development
7. ~~Standards and policies regarding~~ sStudent preparation and success
8. Student services planning and development
9. Student fees ~~within the authority of the district to adopt~~
10. Participation on ~~employment~~ hiring committees
11. Any other district and college policy, procedure, or related matter that the ~~district governing~~ Bboard determines will have a significant effect on students

The Board also shall give reasonable consideration to the recommendations and positions developed by students regarding District and College policies pertaining to the hiring and evaluation of faculty, administration, and classified staff.

Except in unforeseeable, emergency situations, the Board shall not take action on a matter having a "significant effect on students" until it has provided students with the opportunity to participate in the formulation of the policy or procedure, or in the joint development of recommendations to the Board.

~~When participation is not granted on collegial matters the Associated Students may place the issue on the Board of Trustee's agenda through the Chancellor's office.~~

~~In instances where the Board of Trustees and the District's constituencies cannot reach mutual agreement, existing policy shall remain in affect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the governing board may act, after a good faith effort to reach agreement, but only for compelling legal, fiscal or organizational reasons (Title 5, 53203[d][2]).~~

~~Each campus shall~~ College shall develop procedures to implement this Policy. ~~whereby the Associated Students and representatives of the Board of Trustees may address collegial matters in an expeditious manner.~~ At both the College and District levels, recommendations and positions developed by the Associated Students on matters having a "significant effect on students" are to be given every reasonable consideration.

Title 5, Section 51023.7