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# AGENDA

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**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, June 15, 2011  
5:00 p.m. Regular Meeting/Closed Session  
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

**1.00 Preliminary Matters I**

**1.01 Call to Order**

**1.02 Roll Call**

**1.03 Public Comment (Closed Session-Items on Agenda)**

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

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

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

**1.04 Recess to Closed Session**

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

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

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty

4. Part-time Faculty
5. Educational Administrators

Vice President of Student Success

6. Classified Management

Manager Contract Education Operations  
Telecourse Marketing Director  
Director Electronic Media and Publishing  
Coordinator Contract Education Instructional Services  
Program Supervisor OC One Stop Center  
Manager Contract Education Program and Services  
Director Telecourse Production and Telemedia  
Director Instructional Design and Faculty Support  
Director e-Learning Research and Development

7. Classified Staff

Admissions & Records Tech III  
Workforce Specialist  
Project Coordinator  
Workforce Specialist  
Educational Media Design Military  
WIA Support Clerk  
Special Project Supervisor  
Military Contract Education Technician Intermediate  
Military Contract Education Technician Intermediate  
Workforce Specialist  
Military Contract Education Technician Intermediate  
Foundation Office Assistant  
Military Contract Education Program Coordinator  
Military Contract Education Technician  
Military Contract Education Program Coordinator  
ISD Development Coordinator  
Workforce Specialist  
Military Contract Education Staff Aide  
Eligibility Technician  
Workforce Specialist  
Staff Specialist  
Military Programs Testing Specialist  
Developmental Disability Program Assistant  
Workforce Specialist  
Military Contract Education Technician Intermediate  
Contract Education Production Editor  
Corporate Developer  
Military Contract Education Technician Intermediate  
Military Contract Education Technician  
Accounting Specialist / Special Projects  
Administrative Specialist  
Workforce Specialist



Military Contract Education Technician Intermediate  
Telecourse Marketing Coordinator  
Student Financial Aid Technician  
Workforce Specialist  
Contract Education Video Production Coordinator  
Workforce Specialist  
Military Contract Education Technician  
WIA Support Clerk  
Workforce Specialist  
Military Contract Education Application Proj. Coord.  
Corporate Relations Executive  
Military Contract Education Technician Intermediate  
Workforce Specialist  
Grants Project Assistant  
Job Center Clerk  
Military Contract Education Technician I  
Contract Education Staff Assistant  
Workforce Specialist  
Student Financial Aid Technician/BFAP  
Military Contract Education Technician Intermediate  
Military Contract Education Technician Intermediate  
Workforce Specialist  
Military Contract Education Technician Intermediate  
Workforce Specialist  
Military Programs Course Assistant I  
Workforce Specialist  
WIA Support Clerk  
Military Contract Education Technician III  
Military Contract Education Technician Intermediate  
Military Contract Education Technician  
Electronic an Pun Project Coordinator  
Staff Assistant  
Accounting Analyst/OC One Stop Center  
Contract Education Application Analyst Assistant  
Workforce Specialist  
Military Programs Course Assistant I  
Workforce Specialist  
Military Contract Education Technician Intermediate  
ISD Development Programmer  
Workforce Specialist  
Workforce Specialist  
Workforce Specialist  
Staff Assistant/AB77  
ISD Staff Aide  
WIA Support Clerk  
Electronic Media Pub Assistant  
Special Projects Budget Clerk  
WIA Support Clerk  
Web/Multimedia Developer Military Programs  
Temporary Educational Media Designer Military  
Applications Systems Analyst/Programmer

EOPS/CARE Accounting Technician  
CalWORKS Program Office Specialist

8.      Reclassification and Reorganization/Reassignment

Acct Tech, SR  
Division/Area Office Coordinator  
Office Assistant  
Acct/Fiscal Specialist  
Bookstore Clerk II  
Admissions & Records Clerk  
Facilities Development Coordinator

9.      Classified Temporary Assignments

Special Assignment  
Child Development Specialist  
Campus Security Officer, Lead  
Information Systems Tech II  
Clerk, Sr  
Systems/Network Analyst II  
Staff Aide  
Military Contract Educ Program Coordinator  
Staff Assistant  
Admin Assistant to the Vice President  
Maintenance & Operations Lead  
Coordinator of Community Services  
Lead Mechanic  
Custodian Grounds/Maintenance Supervisor  
Application Project Coordinator  
Staff Specialist  
Campus Security Tech Support Lead

10.     Hourly Staff

11.     Substitute Classified

12.     Clinical Advisor/Summer

13.     Medical Professional Hourly Personnel

14.     Student Workers

**1.04.03 Conference with Legal Counsel: Existing Litigation**

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

Jacobson v. Coast Community College District (Arbitration)  
Coast Community College Association vs. Coast Community College  
District, PERB Case #LA-CE-54-36-E  
Coast Community College Association vs. Coast Community College  
District (Arbitration)  
Damian Rodriguez vs. George Phan et al., Orange County Superior  
Court Case No, 30-2011-00445563

FM & Sons, Inc. vs. Coast Community College District, Orange County  
Superior Court Case No. 30-2011-00451209  
AB Calif Acquisition Corp vs. Tadros & Youssef Construction et al.,  
Orange County Superior Court Case No. 30-2011-00450786  
Coast Federation of Educators vs. Coast Community College District (Arbitration)  
Student Grievance, Coastline Community College

**1.04.04 Conference with Legal Counsel: Anticipated Litigation**

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

Janet Redding vs. Coastline Community College et al., Orange  
County Superior Court Case No. 30-2011-00479488

Carpenters Southwest Administrative Corporation vs. Coast Community  
College District et al., Orange County Superior Court Case No. 30-  
2011-00479021.

Babak Sabah vs. Coastline Community College District et al., Orange County  
Superior Court Case No. 30-2011-00438357

**1.04.05 Conference with Labor Negotiator**

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Donna Waldfogel District Human Resources

Employee Organizations:

Coast Federation of Classified Employees (CFCE),  
Coast Community College Association-California Teachers  
Association/National Education Association (CCCA-CTA/NEA),  
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),  
Unrepresented Employees: Association of Confidential Employees (ACE),  
Unrepresented Employees: Coast District Management Association (CDMA),  
Educational Administrators

**1.04.06 Public Employment**

(Pursuant to Government Code 54957 (b) (1))

a. Acting Chancellor, Coast Community College District

**1.04.07 Conference with Labor Negotiator**

(Pursuant to Government Code 54957.6)

Agency Negotiator: Jerry Patterson, Board President

Unrepresented Employee: Acting Chancellor

**1.04.08 Public Employee Performance Evaluation**

(Pursuant to Government Code Section 54957)

a. College President  
b. Vice Chancellor  
c. Chancellor

- 1.05 Reconvene Regular Meeting at 6:30 p.m.**
- 1.06 Pledge of Allegiance – Trustee Mary L. Hornbuckle**
- 1.07 Report of Action in Closed Session (if any)**
- 1.08 Public Comment (Open Session – Items on Agenda)**
- 1.09 Introduction of Dr. Andrew Jones, Chancellor Elect, Coast Community College District**
- 1.10 Oath of Office – Student Trustee Joe Venegas III**
- 1.11 Presentations and Ceremonial Resolutions**
  - 1.11.01 Acknowledgement of Former Student Trustee Lee Fuller
  - 1.11.02 Acceptance of Retirements

Classified

Benavides, Olga, OCC  
Dunbrack, David H., OCC  
Evans, Gregory N., CCC  
Ferrara, Sabine, OCC  
Garcia, Mariano GWC  
Keyser, Nancy M., OCC  
Lariosa, Lynda, OCC  
Lee, Mary Ann, OCC  
Sanchez, Salvador, OCC  
Tran, Julie, OCC  
Rokes, Karen L., GWC

Classified Management

Anderson, Valerie A., OCC  
Berry, Dale G., OCC  
Bailor, Donald W., GWC  
Fonseca, Francisco, OCC

Faculty

Berman, Susan R., OCC  
Jorgensen, James C., OCC  
Klein, Valerie A., GWC  
Suozzo, Joanne, OCC  
Fry, Marilyn, CCC

Educational Administrator

Roohk, Bonita, GWC

**2.00 Informative Reports I**

*(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**

**2.02 Reports from the Presidents**

**2.03 Reports from the Presidents of Student Government Organizations**

**2.04 Reports from the Academic Senate Presidents**

**2.05 Reports from the Presidents of Employee Representative Groups**

**2.06 Reports from the Board of Trustees**

**2.07 Staff Report on Scheduled Course Reductions, Fiscal Year 2011-12**

**2.08 Reports from the Board Committees & Review of Board Committee Meeting Dates**

**2.09 Quarterly Internal Audit Report**

**3.00 Public Hearing**

**3.01 Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2011-2012 and Consideration of Coast Community College District Tentative Budget for 2011-2012**

**The official Public Hearing and Adoption of the 2011-2012 Budget for the Coast Community College District will be held on September 7, 2011 at 6:30 p.m. in the Coast Community College District Board Room located at 1370 Adams Ave., Costa Mesa, CA 92626**

- A. Open Public Hearing
- B. Staff Report on Tentative Budget
- C. Public Testimony
- D. Board of Trustees' Comments
- E. Closing of Public Hearing

**4.00 Matters for Review, Discussion and/or Action**

**4.01 Presentation of Student Success**

**4.02 Board Meeting Dates**

- 4.03 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC), & California Community College Trustees (CCCT)**
- 4.04 The Board Directives Log**
- 4.05 Buildings and Grounds Reports**
  - Golden West College Learning Resource Center
  - Coastline College Newport Beach Learning Center
- 4.06 Vision 2020 Master Plan**
- 4.07 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policy 3600, Auxiliary Organizations**

## **CONSENT CALENDAR**

- 5.00 Travel**
  - 5.01 DIST - Authorization for Attendance at Meetings and/or Conferences**
    - 5.01.01 Authorization for Attendance at Meetings/and or Conferences
      - A. Meetings for the Board of Trustees
      - B. Meetings for Faculty and Staff
  - 5.02 DIST-Administratively Approved Travel Requests**
- 6.00 Curriculum Approval**
  - 6.01 DIST – Curriculum Approval**
- 7.00 Authorization for Student Trips**
  - 7.01 GWC – Student Trips**
  - 7.02 CCC– Student Trips**
  - 7.03 OCC – Student Trips**
- 8.00 Authorization for Special Projects**
  - 8.01 GWC – Special Projects**
  - 8.02 CCC – Special Projects**
  - 8.03 OCC – Special Projects**
- 9.00 Authorization to Apply for Funded Programs**
  - 9.01 DIST – Authorization to Apply for Funded Programs**

- 10.00 Authorization for Disposal of Surplus**
  - 10.01 Authorization for Disposal of Surplus**
- 11.00 Authorization to Enter Into Standard Telecourse Agreements**
  - 11.01 CCC – Authorization to Enter into Standard Telecourse Agreements**
- 12.00 Approval of Clinical Contracts**
  - 12.01 GWC – Clinical Contract**
  - 12.02 OCC – Clinical Contracts**
- 13.00 Approval of Standard Agreements**
  - 13.01 GWC – Standard Agreements**
  - 13.02 CCC – Standard Agreements**
  - 13.03 DIST – Standard Agreements**
- 14.00 Authorization for Purchase of Institutional Memberships**
  - 14.01 GWC – Institutional Memberships**
  - 14.02 OCC – Institutional Memberships**
  - 14.03 CCC – Institutional Memberships**
- 15.00 Authorization for off-Campus Assignments**
  - 15.01 GWC – Off-Campus-Assignments**
  - 15.02 OCC-Off-Campus-Assignments**
- 16.00 Authorization for Community Activities**
  - 16.01 OCC-Community Activities**
- 17.00 Authorization for Sailing Program**
  - 17.01 OCC-Sailing Center**
- 18.00 Personnel Items**
  - 18.01 District**
    - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
    - b. Authorization for Leaves of Absence
    - c. Authorization for Schedule Changes, Classified Staff

- d. Authorization for Professional Experts
- e. Authorization for Schedule Changes, Classified Staff
- f. Authorization for Professional Experts
- g. Authorization for Monthly travel allowance
- h. Approval of Sabbatical Leave Request
- 19.00 Authorization for Independent Contractors**
  - 19.01 GWC – Independent Contractors**
  - 19.02 OCC – Independent Contractors**
  - 19.03 CCC – Independent Contractors**
  - 19.04 DIST – Independent Contractors**
- 20.00 Authorization for Professional Development Program**
  - 20.01 DIST – Professional Development**
- 21.00 Authorization for Staff Development**
  - 21.01 GWC - Staff Development**
- 22.00 Approval of Purchase Orders**
  - 22.01 DIST – Purchase Orders**
- 23.00 Ratification/Approval of Checks**
  - 23.01 DIST – Ratification/Approval of Checks**
- 24.00 Check List for General Obligation Bond Fund**
  - 24.01 DIST –General Obligation Bond Fund**

## **DISCUSSION SECTION**

- 26.00 Approval of Agreements**
  - 26.01 DIST - Authorization to enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.**
  - 26.02 CCC - Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development.**
  - 26.03 CCC- Approve Agreements between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center-South.**



- 26.04 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center-North**
- 26.05 OCC - Approve Agreement between the Core Performance Concepts Inc. and the South Coast Community College District for the purposes of teaching Effective Project Management training course offered by Orange Coast College**
- 26.06 GWC - Approval of Employment Agreement, Vice President of Student Success**
- 26.07 GWC – Approve Non-Standard Work for Hire Agreement between Marius Cucurny and the Coast Community College District for Community Based Job Training (CBJT) Grant**
- 26.08 GWC – Approve Non-Standard Work for Hire Agreement between Tom Hersh and the Coast Community College District for Community Based Job Training (CBJT) Grant**
- 26.09 CCC - Approve Amended Agreement between Career Academy.com, Inc. And the Coast Community College District to Offer Training Solutions To Members of the United States Armed Forces.**
- 26.10 CCC - Approve an Addendum to Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease Commercial Coach Modular Units.**
- 26.11 DIST Approve Standard Agreement between the International Student Dual Admission (ISDA) Program Out-of-State University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an Out-of-State ISDA University Partner**
- 26.12 DIST Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students, and Provide Support Services for Transfer to a CCCD College.**
- 26.13 DIST Approve Agreement between Beijing Normal University Zhuhai-Foreign Language School (BNUZ-FLS), Higher Education Resource Board (HERB), and Coast Community College District (Coastline Community College) to Provide College Courses to Students Enrolled in BNUZ Foreign Language School**

**27.00 Buildings and Grounds Approvals**

- 27.01 DIST - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center Phase 1, Bid No. 1977**
- 27.02 DIST - Approve Change Order No. 1; Coastline Community College Newport**

**Beach Learning Center Increment 1; Rebid Earth/Grading; Bid 1986**

- 27.03 DIST- Approve Change Order No. 6; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**
- 27.04 DIST - Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase II Rebid No. 1994**
- 27.05 DIST - Approve Security Surveillance System Expansion from Honeywell a Sole Source for Orange Coast College**
- 27.06 DIST- Authorization to Purchase Three Hundred and Thirty-Three (333) Dell Computers for the Orange Coast College John R. Clark Computing Center using the Western States Contracting Alliance (WSCA) Master Price Agreement**
- 27.07 DIST - Authorization for Approval and Submission of Cambridge West Partnership LLC; 2013-2017 Five Year Construction Plan for Orange Coast College, Golden West, Coastline College, and the District**
- 27.08 DIST - Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**
- 27.09 DIST - Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**
- 27.10 DIST - Authorization to Approve a Standard Agreement Between the Coast Community College District (Golden West College) and Southland Industries for Preventative Maintenance of the Central Plant**
- 27.11 DIST - Approve Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium**
- 28.00 General Items of Business**
  - 28.01 GWC- Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, July 7-August 6, 2012**
  - 28.02 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Florence, Italy, Summer 2012**
  - 28.03 Approval of Correction of Payments Made for CCA Representation**
  - 28.04 Approval of FY 2011-12 Budget, Associated Students of Golden West College**
  - 28.05 Affirmation of Arbitrator's Decision in CCA Grievance Involving Dr. Barbara Price**
  - 28.06 Approval of FY 2011-2012 Budget, Associated Students of Orange Coast College**

- 28.07 CCC – Approve Coastline Community College’s Education Master Plan in Support of the District’s Ten-Year Vision Plan, with Three-Year Reviews Beginning 2011 and Annual Progress Reports in June to the Board of Trustees**
  - 28.08 Approval of Contractors for FY 2010-2011 Pursuant to District’s Standard Annual Agreements for Contractor Services**
  - 28.09 Authorization to Proceed with Implementation of Furlough Days as Established Through the Meet and Confer Process with the Coast District Management Association (CDMA) and Adoption of Resolution**
- 29.00 Resolutions**
  - 29.01 Adoption of Resolution #11-23 A Resolution of the Board of Trustees of the Coast Community College District for Classified Management Furloughs, for 2011-2012 in Lieu of Layoff Due to Lack of Funds**
  - 29.02 Adoption of Resolution #11-24 Furlough Days in lieu of Layoff Due to Lack of Funds: Confidential Employees**
- 30.00 Approval of Minutes**
  - 30.01 Approval of Minutes**
- 31.00 Policy Implementation**
  - 31.01 DIST- Approval of Revised Policy BP 2015, Student Trustees, Board of Trustees**
- 32.00 Close of Meeting**
  - 32.01 Public Comment (Items Not on Agenda)**
  - 32.02 Adjournment**

**Wednesday, June 15, 2011  
Regular Meeting**

**1. Preliminary Matters**

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<b>Subject</b>	<b>1.01 Preliminary Matters</b>
Meeting	Jun 15, 2011 - 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)**

**1.04 Recess to Closed Session**

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

**1.06 Pledge of Allegiance - Trustee Mary L. Hornbuckle**

**1.07 Report of Action in Closed Session (if any)**

**1.08 Public Comment (Open Session - Items on Agenda)**

**1.09 Introduction of Dr. Andrew Jones, Chancellor Elect, Coast Community College District**

The Board of Trustees is pleased to introduce Dr. Andrew Jones, who will begin serving as Chancellor on August 10, 2011. Dr. Jones currently serves as Executive Vice Chancellor at Dallas County Community College District, and has over thirty years of community college experience as a faculty member, college president, and vice chancellor. After conducting a national search for the next Chancellor, Dr. Jones emerged as the top candidate out of a pool of twenty-seven applicants. The Board looks forward to working closely with Dr. Jones and the District executive team to continue to address the needs of students and the community in these challenging times. The Board gives Dr. Jones a heartfelt welcome and wishes him all the best as he assumes his responsibilities this summer.

**1.10 Oath of Office - Student Trustee Joe Venegas III**

**1.11 Presentations and Ceremonial Resolutions**

**1.11.01 Acknowledgement of Former Student Trustee Lee Fuller**

**1.11.02 Acceptance of Retirements**

Due to the volume of items in this section, the Ceremonial Resolutions are listed as an attachment to the Agenda (See Attachment #1)

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

### Classified

Benavides, Olga, OCC, Admin/Records Tech 3, retirement effective 7/1/11

Dunbrack, David H., OCC, Theater Lighting and Sound Technician, retirement effective 7/1/11

Evans, Gregory N., CCC, Systems/Network Analyst II, retirement effective 6/30/11

Ferrara, Sabine, OCC, Admissions/Records Tech 2, retirement effective 1/1/12

Garcia, Mariano, GWC, Custodian Sr., retirement effective 6/25/11

Keyser, Nancy M., OCC, Admin/Records Tech 1, retirement effective 7/1/11

Lariosa, Lynda, OCC, Accounting Assistant I, retirement effective 7/1/11

Lee, Mary Ann, OCC, Course Assistant 2, retirement effective 5/31/11

Sanchez, Salvador, OCC, Food Service Worker 1, retirement effective 6/1/11

Tran, Julie, OCC, EOPS/Care Staff Aide, retirement effective 7/1/11

Rokes, Karen L., GWC, A & R Specialist, retirement effective 7/1/11

### Classified Management

Anderson, Valerie A., OCC, Division/Area Office Coordinator, retirement effective 7/1/11

Berry, Dale G., OCC, Construction/Facilities Manager, retirement effective 6/16/11

Bailor, Donald W., GWC, Construction Facilities Manager, retirement effective 7/1/11

Fonseca, Francisco, OCC, Director, Maintenance and Operations, retirement effective 7/1/11

### Faculty

Berman, Susan R., GWC, Librarian, retirement effective 7/1/11

Jorgensen, James C., OCC, Full Time Instructor, retirement effective 5/30/11

Klein, Valerie A., GWC, Full Time Instructor, retirement effective 5/30/11

Suozzo, Joanne, OCC, Full Time Instructor, retirement effective 5/30/11

Fry, Marilyn, CCC, Instructor, retirement effective 5/30/11

### Educational Administrator

Roohk, Bonita L., Dean, GWC, Math, Sciences and Health Professions, retirement effective 7/1/11

## **2. Informative Reports**

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<b>Subject</b>	<b>2.01 Informative Reports</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	Informative Reports

### **2.01 Report from the Chancellor**

Dr. Ding-Jo H. Currie

### **2.02 Reports from the Presidents**

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

### **2.03 Reports from the Presidents of Student Government Organizations**

Lisa Okamoto, Coastline Community College  
David Salai, Golden West College  
Catherine Tran, Orange Coast College

### **2.04 Reports from the Academic Senate Presidents**

Nancy Jones, Coastline Community College  
Theresa Lavarini, Golden West College  
Vesna Marcina, Orange Coast College

### **2.05 Reports from the Presidents of Employee Representative Groups**

Ann Nicholson, Coast Federation of Classified Employees (CFCE)  
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)  
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)  
Christina Irvin, Association of Confidential Employees (ACE)  
Vince Rodriguez, Coast District Management Association (CDMA)

### **2.06 Reports from the Board of Trustees**

Trustee Jerry Patterson, Board President  
Trustee Jim Moreno, Board Vice President  
Trustee Dr. Lorraine Prinsky, Board Clerk  
Trustee Mary L. Hornbuckle  
Trustee David A. Grant  
Student Trustee Joe Venegas III

### **2.07 Staff Report on Scheduled Course Reductions, Fiscal Year 2011-12**

At the request of Board Vice President Jim Moreno, a staff report will be provided at this time on course reductions planned in the Coast Community College District for Fiscal Year 2011-12.

**2.08 Reports from the Board Committees & Review of Board Committee Meeting Dates**

Accreditation Committee  
Audit and Budget Committee  
Career Technical Education Committee  
Land Development Committee  
Legislative Affairs  
Personnel Committee  
Orange County Legislative Task Force

**2.09 Quarterly Internal Audit Report (See Attachment #2)**

### **3. Public Hearings**

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<b>Subject</b>	<b>3.01 Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2011-2012 and Consideration of Coast Community College District Tentative Budget for 2011-2012</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	3. Public Hearings
Access	Public
Type	Public Hearings

#### **Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2011-2012 and Consideration of Coast Community College District Tentative Budget for 2011-2012**

The official Public Hearing and Adoption of the 2011-2012 Budget for the Coast Community College District will be held on September 7, 2011 at 6:30 p.m. in the Coast Community College District Board Room located at 1370 Adams Ave., Costa Mesa, CA 92626.

- A. Opening of Public Hearing
- B. Staff Report on Tentative Budget
- C. Public Testimony
- D. Board of Trustees' Comments
- E. Closing of Public Hearing

#### **Consideration of Coast Community College District Tentative Budget for 2011-2012**

##### **Background**

The Tentative Budget (copy attached to each Trustee's agenda) has been prepared as prescribed by Title 5 of the California Code of Regulations, Section 58305. Funding for the budget is based upon the latest information available as of May 27, 2011. Any changes based on the enacted state budget that are signed by the Governor will be included in the 2011-2012 adopted budget.

##### **Beginning Balance**

The Tentative Budget beginning balance is estimated to be \$23,300,000 (including \$2,600,000 for various entities). A transfer of \$1.5 million for anticipated negotiated solutions from the ending balance to on-going costs was required to balance the budget. A firm figure for the beginning balance won't be available until the year-end close is completed in mid-July.

##### **Revenue Estimate**

Total 2011-2012 General Fund revenues are projected to be \$198,384,386. The revenue estimate includes 0% COLA, apportionment reduction of \$15.5 million, and 2010-2011 growth funds of \$4.2 million. Depending on system-wide trends, the identified growth dollars may be adjusted. Student fees have increased to \$36 per unit.

##### **Expenditure Estimate**

The Tentative Budget includes \$725,000 for step and column increases. Health and Welfare benefit costs



increased from \$14,500 to \$15,200 per employee. This added \$1.6 million to the unrestricted general fund expenditure budget. The PERS contribution rate increased from 10.7% to 11.2% and unemployment insurance increased from .72% to 1.6% for the 2011-12 fiscal year. The budget also includes reductions of 3% for management and classified employees.

Each college is provided a basic allocation, fixed costs increases and \$3,818 per FTES in the budget model. Final allocations include each college and the district office sharing in budget cuts of \$10 million. These cuts will come from salary savings, workload reduction, and cuts to discretionary expenditures.

#### **Undistributed Reserve**

The Tentative Budget presents a Reserve for Contingencies of \$13,500,000 which is 6.3% of prior year expenditures.

After review by the Chancellor and the Vice Chancellor of Administrative Services, it is recommended that the Tentative Budget for 2011-2012 be adopted.

## **4. Matters for Review, Discussion and/or Action**

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<b>Subject</b>	<b>4.01 Matters for Review, Discussion and/or Action</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	4. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

### **4.01 Presentation of Student Success**

### **4.02 Board Meeting Dates**

July 20, 2011 - Regular Meeting  
August 3, 2011 - Regular/Study Session  
August 17, 2011 - Regular Meeting  
September 7, 2011 - Regular/Study Session  
September 21, 2011 - Regular Meeting  
October 5, 2011 - Regular Meeting  
October 19, 2011 - Regular/Study Session  
November 2, 2011 - Regular Meeting  
November 16, 2011 - Regular Meeting  
December 14, 2011 - Organizational Meeting

### **4.03 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT), California Community College League (CCLC), & California Community College Trustees (CCCT)**

June 23-25, 2011 Ventura Beach, CA, CCLC, Classified Leadership Institute  
August 3-5, 2011 Washington D.C., ACCT, New Trustee Governance Leadership Institute  
August 12-13, 2011 San Francisco, CA, CCLC Student Trustee Workshop  
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress  
November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences

### **4.04 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.

### **4.05 Buildings and Grounds Reports**

#### **Golden West College Learning Resource Center**

Architect: Steinberg Group  
Construction Manager: URS  
DSA Approval: March 2008  
Construction Start: July 2008  
Est. Completion: July 2011  
Funding Source: Measure C General Obligation Bond

**Project Status:** Completion has slowed by the delay in fabricating "long-lead" materials. However, the

project is greater than 90% complete and the building is on schedule for Fall 2011 opening. With completion in sight, the project team is transitioning our focus to change order/delay claim resolution with trade contractors.

#### **Coastline College Newport Beach Learning Center**

Architect: LPA Architecture  
Construction Manager: CW Driver  
DSA Approval (Phase II: Building Construction): January 2011  
Est. Construction Start: August 2010 (Phase I: Site Preparation)  
Est. Completion: June 2012  
Funding: Measure C General Obligation Bond

**Project Status:** The two-month delay in attaining final DSA approval has pushed the project completion to September 2012, however the project management team is hopeful that we will be able to recover the lost time and achieve a Fall 2012 opening. Construction has started and will continue to move forward on a 6 day/week, 10 hour/day schedule (the maximum allowable by the City of Newport Beach) in an effort to attain this goal.

#### **Orange Coast College Classroom Refurbishment**

Architect: Dougherty + Dougherty Architects  
Construction Manager: UCMI  
Construction Start: June 6, 2012  
Scheduled Completion: August 12, 2012  
Funding: Measure C General Obligation Bond

As approved on May 4<sup>th</sup>, this project will refurbish/modernize ten "row buildings" located on the interior of the Orange Coast campus. Since the conclusion of the Spring semester, these buildings have been completely vacated, staged for construction, and demolition is underway. Construction is aggressively scheduled for completion in 68 total days.

#### **Orange Coast College Athletic Support/Baseball Entry Complex**

Architect: Stern Architects  
Construction Manager: Orange Coast College/District  
Construction Start: June 9, 2012  
Scheduled Completion: November 6, 2012  
Funding: Foundation & Measure C General Obligation Bond

As approved on May 18<sup>th</sup>, this project will construct a new restroom, concession, ticketing facility to serve the athletic facilities on the Northeast corner of the campus. A construction kickoff meeting is scheduled for June 9<sup>th</sup> with construction activities to commence in the coming weeks.

#### **4.06 Vision 2020 Master Plan (See Attachment #4)**

#### **4.07 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policy 3600, Auxiliary Organizations**

At this time, Trustees shall have the opportunity to review proposed revisions to Board Policy 3600, "Auxiliary Organizations." Additions to the policy are noted in **bold**. After Trustee review and comment, this item will be returned to the Discussion Calendar of the July 20, 2011 meeting for adoption. (A copy of BP 3600 is attached to each Trustee's agenda. See Attachment #3).

File Attachments

[6-15-11 Meeting.pdf \(16 KB\)](#)

## CONSENT CALENDAR

## **5. Travel**

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<b>Subject</b>	<b>5.01 DIS - Authorization for Attendance at Meetings and/or Conferences</b>
<b>Meeting</b>	Jun 15, 2011 - Regular Meeting
<b>Category</b>	5. Travel
<b>Access</b>	Public
<b>Type</b>	Consent

## **1.Travel Authorization**

### **a.Authorization for Attendance at Meetings and/or Conferences**

#### **(1)Meetings for the Board of Trustees**

CONRAD J MORENO, Board Member (CCCD), to attend the California Community College Trustees Board Meeting, June 16-18, 2011, Sacramento, CA, with no reimbursement authorized from District funds, including travel by Air Coach, rental car and insurance, to be paid from Sponsoring Organization.

#### **(2)Meetings for Faculty and Staff**

DANIEL S ADELMANN, Counselor (OCC), to attend the American Association for Respiratory Care 5th International Respiratory Convention, November 4 - 8, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$370, travel by Air Coach, to be paid from WIA Allied Health Grant, CFE Contracted PDI Full Time Conference Funds.

ENRIQUE A AISPURO, Hourly Instructor (GWC), to attend the California Automotive Teachers Conference Spring 2011, April 28 - May 1, 2011, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$35, travel by Air Coach, rental car and insurance, to be paid from IPD 50-60% Conference Funds (General Fund). The reason for this revision is to correct the dates of travel.

MATTHEW J ANDERSON, Hourly Instructor (GWC), to attend the International Horn Society Annual Symposium, June 20-25, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$380, travel by Air Coach, to be paid from CCA Conference Funds.

LAUREN E BECKER, Hourly Instructor (OCC), to attend the Dwell on Design, June 24 - 26, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$45, to be paid from Career Ed Funds (General Fund).

AMANDA BEST, Instructor (GWC), to attend the Curriculum Institute, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from IPD AFT Conference funds.

ARABA G BLANKSON, Mil/Cont Ed Tech Int (CCC), to attend the Fort MacArthur Education Fair, August 16, 2011, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$90, to be paid from Contract Education Ancillary Funds.

MARILYN V BROCK, Hourly Instructor (CCC), to attend the New York Summer Writer's Institute; July 3-19, 2011, New York, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from PDI Conference and Workshop Funds.

WES BRYAN, President (GWC), to attend the ACCCA Board of Directors Annual Planning Meeting, June 15-17, 2011, Santa Rosa, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, to be paid from President's Discretionary Budget.

ROSALIND J CAMPBELL, Student Fin Aid Acct Fisc Spec (OCC), to attend the 2011 Powerfaids Training Conference, July 13 - 17, 2011, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$1900, including travel by Air Coach, to be paid from BFAP Funds. The reason for this revision is to change the travel date.

MICHAEL P CAREY, Env Sustain Coord (OCC), to attend the Tenth Annual California Higher Education Sustainability Conference, July 10 - 14, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$460, to be paid from ASOCC Recycling Ancillary Account.

GRACE COOPER, P/T Instructor (GWC), to attend the California Great Teachers Seminar, July 30 - August 5, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD Conference funds PT 50-60%.

JUDY A CORDIERO, Hourly Instructor (GWC), to attend the Great Teachers Seminar, July 31 - August 5, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD Conference funds PT 50-60%.

RENDELL E DREW, Instructor (OCC), to attend the Faculty Leadership Institute, June 16 - 19, 2011, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$725, travel by Air Coach, rental car and insurance, to be paid from Academic Senate Professional Development - Contract Negotiated.

JUNKO FORBES, Hourly Instructor (CCC), to attend the Online Teaching Conference, June 22, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from CCA Conference Funds.

SHANE N GEIL, Hourly Instructor (OCC), to attend the Dwell on Design, June 24 - 26, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$45, to be paid from Career Ed Funds.

DEBORAH G GOLDSTICK, Instructor (GWC), to attend the National League of Nursing Education Summit 2011, September 21-25, 2011, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$725, travel by Air Coach, to be paid from AFT IPD Conference Funds.

BUCHANSHA A GRAVES, Hourly Instructor (GWC), to attend the Great Teachers Seminar, July 31 - August 5, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD Conference funds PT 50-60%.

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the 2011 United States Coast Guard Education Services Officers Symposium, Augut 8-12, 2011, Norman, OK, without loss of salary, with reimbursement for allowable expenses of \$1650, including a registration fee of \$150, travel by Air Coach, to be paid from Contract Education Ancillary Funds.



JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the The National Navy Counselors Association's Professional Development and Training Symposium, June 26-July 1, 2011, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$150, travel by Air Coach, to be paid from Contract Education Ancillary Funds.

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the Vietnam Foreign Travel University Site Visit, July 23-29, 2011, Hanoi, Vietnam without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Contract Education Ancillary Funds (Airfare & Lodging paid by U.S. College Compass).

ODELL HARRINGTON JR, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

RUMI HASHIMOTO, Instructor (GWC), to attend the 2011 Healing Touch Worldwide Conference & Instructor Gathering, August 24-28, 2011, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$590, travel by Air Coach, to be paid from IPD funds.

NICOLETTE A JACKSON, Counselor (OCC), to attend the FACES Conference; The Arts of Mindfulness & Counseling Series, October 19 - 22, 2011, La Jolla, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$417, to be paid from CFE Contracted PDI Full Time Conference Funds to be reimbursed for lodging due to late night and early morning meetings.

DANIEL J JOHNSON, Instructor (CCC), to attend the Academic Senate for California Community Colleges Curriculum Institute, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$530, including a registration fee of \$350, to be paid from College Approved Projects - Ancillary Funds.

ROSE ANNE G KINGS, Instructor (OCC), to attend the Tiny House Building Workshop, August 27 - 28, 2011, Manhattan Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$760, including a registration fee of \$399, to be paid from CFE Contracted PDI Full Time Conference Funds.

BRYAN J KRAMER, Instructor (GWC), to attend the Honda Professional Automotive Career Training (PACT) Conference, July 17-22, 2011, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1200, including travel by Air Coach, to be paid from Foundation - Auto Tech.

THERESA L LAVARINI, Instructor (GWC), to attend the Academic Senate of California Community Colleges Curriculum Institute, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from VP IPD Conference funds.

MARGARET M LOVIG, Instructor (CCC), to attend the Academic Senate for California Community Colleges Student Learning Outcomes Pre-Session Meeting Institute in Conjunction with Curriculum Institute, July 14, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$40, to be paid from Academic Senate General funds.

MARGARET M LOVIG, Instructor (CCC), to attend the Academic Senate for California Community Colleges Curriculum Institute, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$725, to be paid from College Approved Projects - Ancillary Funds.

EVE M LUCKRING, Instructor (OCC), to attend the Haiku North America, August 3 - 12, 2011, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$200, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

VESNA MARCINA, Instructor (OCC), to attend the Academic Senate Faculty Leadership, June 16 - 18, 2011, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$725, travel by Air Coach, rental car and insurance, to be paid from Academic Senate President's Conference Funds - Contract Negotiated.

CONNIE A MARTEN, Inst Assoc-Bused Cmp (GWC), to attend the Great Teachers Seminar, July 31 - August 5, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$975, to be paid from CCA Conference Funds.

LESLIE K MCCALL, Instructor (OCC), to attend the Curriculum Institute, July 14 - 16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$910, to be paid from Academic Senate President's Conference Funds.

LAURIE R MELBY, Dir Tlcrs Pr & Tmdia (CCC), to attend the Vietnam Foreign Travel University Site Visit, July 23-29, 2011, Hanoi, Vietnam without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Contract Education Ancillary funds (airfare & lodging paid by U.S. College Compass).

NICHOLAS D MITCHELL, Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$80, travel by Air Coach, rental car and insurance, to be paid from IPD AFT Conference funds F/T.

JENNIFER L MONROE, Hourly Instructor (GWC), to attend the Idyllwild Arts Metals Week Conference, June 26-29, 2011, Idyllwild, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from CCA Conference Funds.

MICHAEL G MORVICE, Staff Asst Sr (OCC), to attend the California Community College Student Affairs Association Professional Conference, June 22 - 24, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$125, travel by Air Coach, to be paid from ASOCC funds.

KATHRYN L MUELLER, Dean (OCC), to attend the 2011 Threat Management Conference, August 16 - 19, 2011, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers & Consultation Council, September 13 - 15, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences - General Funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers & Consultation Council, August 17 - 18, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences - General Funds.

MELINDA A NISH, Vice President (OCC), to attend the Board of Governors Meeting, July 10 - 12, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

MELINDA A NISH, Vice President (OCC), to attend the SB 1143 Student Success Task Force, July 12-13, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from VPI Management Conferences funds.

MARCELLA NORLING, Instructor (OCC), to attend the Annual Meeting of American Academy of Religion, November 18 - 22, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$150, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

DEBORAH G ORRILL, Professional Expert (GWC), to attend the 2011 California Higher Education Sustainability Conference, July 10-13, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$808, including a registration fee of \$585, to be paid from CalWorks Alliance Grant.

DEBORAH G ORRILL, Professional Expert (GWC), to attend the California Resource Recovery Association Conference, July 31 - August 3, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1650, including a registration fee of \$749, to be paid from CalWorks Alliance Grant.

DEBORAH G ORRILL, Professional Expert (GWC), to attend the 4th Annual Green Expo, September 17, 2011, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$350, to be paid from CBJT Grant.

BRENDA A PERDUE, Staff Assistant (CCC), to attend the CollegeNet User Conference 2011, July 23, 2011 through July 28, 2011, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1800, including a registration fee of \$385, travel by Air Coach, to be paid from Voyager Conference Funds To obtain critical training before implementation of CollegeNet..

CANDICE PETTUS, Instructor (OCC), to attend the Academic Senate Faculty Leadership, June 16 - 18, 2011, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$725, travel by Air Coach, rental car and insurance, to be paid from Academic Senate President's Conference Funds - Contract Negotiated.

NORMA L POLLARO, Staff Assistant-Conf (GWC), to attend the CollegeNet User Conference 2011, July 23, 2011 through July 28, 2011, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1800, including a registration fee of \$385, travel by Air Coach, to be paid from Voyager Conference Funds Training on the Schedule 25 portion of Resource 25..

NORMA L POLLARO, Staff Assistant-Conf (DIST), to attend the CollegeNet User Conference 2011, July 23, 2011 through July 30, 2011, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1800, including a registration fee of \$385, travel by Air Coach, to be paid from Voyager Conference Funds. The reason for this revision is to change the travel dates to be 7/24/2011 through 7/30/2011.

OMID A POURZANJANI, Dean (GWC), to attend the ACCCA Board of Directors Annual Meeting, June 15-17, 2011, Santa Rosa, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from No Cost to the College.

JENNIFER L RAFFERTY, Hourly Instructor (OCC), to attend the Basic Life Support Instructor Course, July 30, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from CCA/CTA Professional Development Funds.

DAVID P ROBINSON, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

STEPHANI A ROGERS, Mil/Cont Ed Tech III (CCC), to attend the The National Navy Counselors Association's Professional Development and Training Symposium, June 26-July 1, 2011, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1900, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

WILLIAM M SAICHEK, Instructor (OCC), to attend the Comptia Breakaway, July 31 - August 4, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1600, including travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

YVONNE SALAZAR, Hourly Instructor (GWC), to attend the Great Teachers Seminar, July 31 - August 5, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD Conference funds PT 50-60%.

JAMES J SHEPARD, Div/Area Office Coor (OCC), to attend the CollegeNet User Conference 2011, July 23, 2011 through July 28, 2011, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1800, including a registration fee of \$450, travel by Air Coach, to be paid from Voyager Conference Funds To represent OCC as a member of the R25 Committee and gain valuable information about the Facility Scheduling software the District has purchased..

PEGGITA B SHOAR, Hourly Instructor (GWC), to attend the Curriculum Institute, July 14-17, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$725, to be paid from IPD Conference funds PT 50-60%.

MELISSA K SIMPSON, Instructor (OCC), to attend the 14th Foodservice Educators Network International, February 9 - 13, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$650, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

CHARLES E STANSBURY, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

CHERYL C STEWART, Librarian (CCC), to attend the Fall 2011 Comprehensive Evaluation Team Training Workshop, September 1, 2011, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

CHERYL C STEWART, Librarian (CCC), to attend the Willow International Community College Center Accreditation Site Visit, October 16-20, 2011, Fresno, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

ELIZABETH D SYKES, Instructor (GWC), to attend the Great Teachers Conference, August 7-12, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$950, to be paid from Workshops/Chair Conferences.

LISA M TAYLOR, Hrly/Temp Inst/Resrc (GWC), to attend the Great Teachers Conference, August 1-6, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$950, to be paid from Workshops/Chair Conferences.

PAUL TAYYAR, Instructor (GWC), to attend the Honors Transfer Council Conference, March 26, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Honors Program funds (General Fund).

MILTON H TENNO, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

CHRISTOPHER L THOMPSON, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

TERRY L TIMMINS, Instructor (OCC), to attend the Second International Conference on the Constructed Environment, October 28 - 31, 2011, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$400, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted PDI Full Time Conference Funds.

CHAU N TRAN, Mil/Cont Ed Tech Int (CCC), to attend the Navy College Fair, June 28-29, 2011, Tinker Air Force Base, OK, without loss of salary, with reimbursement for allowable expenses of \$950, including travel by Air Coach, rental car and insurance, to be paid from Military Contract Education ancillary funds.

CHAU N TRAN, Mil/Cont Ed Tech Int (CCC), to attend the Los Angeles Air Force Base Education Fair, August 15, 2011, El Segundo, CA, without loss of salary, with reimbursement for allowable expenses of \$90, to be paid from Contract Education Ancillary Funds.

VALERIE A VENEGAS, Dir Of Studnt Actvts (GWC), to attend the California Community College Student Affairs Association, June 22-24, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$125, travel by Air Coach, to be paid from Associated Students GWC.

MICHAEL R WARNER, Instructor (CCC), to attend the Cisco Live 2011, July 10-14, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$3143, including a registration fee of \$1995, travel by Air Coach, to be paid from VTEA Grant/General Funds.

DERRICK D WATKINS, Instructor (GWC), to attend the Angelo Football Clinic, June 14-17, 2011, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$80, travel by Air Coach, to be paid from IPD AFT Conference funds F/T.

CHARLES A WHITCHURCH, Hourly Instructor (GWC), to attend the Honors Transfer Council Conference, March 26, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Honors Program funds (General Fund).

<b>Subject</b>	<b>5.02 DIS - Administratively Approved Travel Requests</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	5. Travel
Access	Public
Type	Consent

**ADMINISTRATIVE APPROVALS**  
**May 12 through June 1, 2011**

LORETTA P ADRIAN, President (CCC), to attend the Two consecutive events: Women's Leadership Forum at California State University San Marcos AND Department of Education's Community College Summit at San Diego City College., April 15, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from ASG Advocacy.  
Administrative Approval:4/11/2011

ENRIQUE A AISPURO, Hourly Instructor (GWC), to attend the California Automotive Teachers Conference Spring 2011, April 28 - May 1, 2011, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$35, travel by Air Coach, rental car and insurance, to be paid from IPD 50-60% Conference Funds (General Fund). The reason for this revision is to correct the dates of travel.  
Revised Admin. Approval:

WILLIAM B AVERY, Dir Of Marine Prgms (OCC), to attend the Alaska Eagle Leg, May 2 - 21, 2011, Antigua (S. America) to Panama (Central America), without loss of salary, with reimbursement for allowable expenses of \$2600, including travel by Air Coach, rental car and insurance, to be paid from Sailing Center (Ancillary Fund). After-the-fact request for administrative approval due to delay in paperwork, campus president has approved.  
Administrative Approval:5/17/2011

JONATHAN W FLETCHER, Hourly Instructor (OCC), to attend the Spring Collodion Workshop, April 9 - 10, 2011, Corona, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$450, to be paid from CFE/AFT Professional Development. The reason for this revision is to revise travel dates.  
Revised Admin. Approval:5/9/2011

CHRISTINA C IRVIN, Exec Asst To Pres (GWC), to attend the Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Confidential Professional Development Funds.  
Administrative Approval:4/11/2011

NANCY S JONES, Instructor (CCC), to attend the Academic Senate for California Community Colleges Statewide Career Pathways Meeting, April 21, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.  
Administrative Approval:4/11/2011



BARBARA L. LONG, Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Conference, April 7-9, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$835, including a registration fee of \$100, rental car and insurance, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant, VTEA Grant Reimbursement of mileage on personal auto in lieu of airfare not to exceed coach air fare equivalency. The reason for this revision is to authorize travel by personal vehicle and reimbursement for mileage in lieu of airfare not to exceed coach air fare equivalency.

Revised Admin. Approval:5/17/2011

VINICIO J LOPEZ, Dean (CCC), to attend the Skyline College Visit/Meetings, May 15-17, 2011, San Bruno, CA, without loss of salary, with reimbursement for allowable expenses of \$1500, including travel by Air Coach, rental car and insurance, to be paid from Basic Skills Grant funds To visit the following programs: Hermanos, Puente, Kababayna, Rock the School's Bell, FYE Learning Community in Basic Skills, Contextualized Learning, CSI and Learning Center, Accelerated ESL.

Administrative Approval:5/9/2011

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers & Consultation Council, May 18 - 19, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including travel by Air Coach, to be paid from VPI Management Conferences funds. The reason for this revision is to revise amount of reimbursement for previous travel request.

Revised Admin. Approval:5/24/2011

JANICE L OLUFSON, Buyer 2 (CCCD), to attend the Intermediate Fusion, May 6, 2011, Long Beach, CA, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from Facilities Management Conferences.

Administrative Approval:4/26/2011

VINCENT P RODRIGUEZ, Dean, Distance Learning (CCC), to attend the Accrediting Commission for Community and Junior Colleges Task Force Meeting, May 26-27, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including travel by Air Coach, to be paid from Distance Learning Conference Funds.

Administrative Approval:5/17/2011

SHERI L STERNER, Adm Dir, Res, Plan, & Inst Eff (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$90, to be paid from Accreditation Ancillary Funds. The reason for this revision is to increase reimbursement for food.

Revised Admin. Approval:5/24/2011

MICHAEL R TAYLOR, Instructor (OCC), to attend the Southern California Football Association, May 3, 2011, Palm Springs, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from After-the-fact request for administrative approval due to delay in paperwork, campus president has approved. No reimbursement requested for attendee.  
Administrative Approval:5/17/2011

**May11-June 8, 2011 ADMINISTRATIVE APPROVALS  
through**

KIMBERLY R ALLEN, Admin Dir Fiscl Affr (CCCD), to attend the Fiscal Standards Committee, June 10, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including travel by Air Coach, to be paid from Fiscal Affairs Conference Funds.

Administrative Approval:5/25/2011

W. A DUNN III, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials Facilities Task Force Meeting, June 9, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$420, including travel by Air Coach, to be paid from Administrative Services Management Conference Funds.

Administrative Approval:6/1/2011



## **7. Authorization for Student Trips**

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**Subject**            **7.01 GWC - Student Trips**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          7. Authorization for Student Trips  
**Access**            Public  
**Type**                Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

### **2011 California Higher Education Sustainability Conference**

**Location:** Long Beach, CA

**Date(s):** July 10-13, 2011

**Department:** Career & Technical Education

**Cost/purpose/funding source:** \$750 for food, mileage, parking, and registration fees from California Works Alliance Grant funds.

### **Track Overnight Trips**

**Locations & Dates:**

April 11-13, 2011 SoCal Championships @ Antelope Valley College (if qualified)

May 19-22, 2011 State Championships @ American River College (if qualified)

**Department:** PE/Athletics

**Cost/purpose/funding source:** \$4,500 for lodging, transportation and food from trust funds.

(Revision is to change the return date for the American River College trip and increase the total cost from \$1,500. Previous Board action: 2/2/11.)

**Subject**            **7.02 CCC - Student Trip**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          7. Authorization for Student Trips  
**Access**            Public  
**Type**                Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: Various Activities  
Location: Indicated Below  
Dates: June-July, 2011 as Indicated Below  
Department: Fairview Developmental Center  
Transportation: Fairview Developmental Center Bus

June 20 – Huntington Beach Pier, Huntington Beach  
June 27 – Downtown Disney, Anaheim  
July 11 – Newport Beach Pier, Newport Beach  
July 18 – Fashion Island, Newport Beach

**Subject**            **7.03 OCC - Student Trips**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          7. Authorization for Student Trips  
**Access**            Public  
**Type**                Consent

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Journalism Association of Community colleges Southern California Conference

Location: Cal State Fullerton, Fullerton, California

Date: October 14 - 15, 2011

Department: Journalism/Literature and Languages

Cost/Purpose/Funding Source: total amount of \$1500 for 10 students and two faculty advisors from ASOCC funds

Transportation: Personal Vehicles

Associated Collegiate Press National College Media Convention

Location: Orlando, FL

Date: October 26-30, 2011

Department: Journalism/Literature and Languages

Cost/Purpose/Funding Source: Total amount of \$1500 for registrations fees, airfare and hotel fees to be paid from ASOCC funds

Transportation: Air Travel

California Higher Education Sustainability Conference 2011

Location: Long Beach, Ca

Dates: July 10-12, 2011

Department: ASOCC

Cost/Purpose/Funding: Total amount of \$2000 for registration, meals, parking, transportation, supplies and miscellaneous expenses, to be paid from ASOCC funds

Transportation: District Vehicles

Associated Students of Orange Coast College Leadership Conference

Location: Pomona, Ca

Dates: October 2011

Department: ASOCC

Cost/Purpose/Funding: total amount of \$12500 for facility rental, meals, conference supplies and miscellaneous expenses to be paid from ASOCC

## **8. Authorization for Special Projects**

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**Subject**            **8.01 GWC - Special Projects**  
**Meeting**            Jun 15, 2011 - Regular Meeting  
**Category**           8. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

### **Criminal Justice Special Events**

**Date(s):** July 15, 2011 – June 20, 2012

**Department:** Criminal Justice

**Purpose:** Criminal Justice special events including family day, open house, final inspections, career day, and other agency related functions

**Cost/purpose/funding source:** \$500 for refreshments and decorations from Criminal Justice Center trust funds.

### **End of the Year Banquet for the EOPS/CARE/EFY Club at Endless Food and Fun**

**Date(s):** June 10, 2011

**Department:** Student Activities

**Purpose:** To recognize the accomplishments of the club for 2010-2011

**Cost/purpose/funding source:** \$153.72 for food, awards and supplies from club funds.

### **Science Showtime with Rotary Club of Huntington Beach**

**Date(s):** September 30, 2011

**Department:** Math/Sciences

**Purpose:** To excite children about careers in Science & Engineering.

**Cost/purpose/funding source:** \$500 for Chemistry and other supplies from Chemistry Foundation funds.

### **Team Lunches/Dinners**

**Date(s):** July 2011 – August 2011

**Department:** PE/Athletics

**Purpose:** Team bonding activities to include meals

**Cost/purpose/funding source:** \$5,000 for lunches/dinners from auxiliary funds.

### **Golden West Volleyball League**

**Date(s):** July 12, 2011 – July 28, 2011

**Department:** Athletics

**Purpose:** Training for kids by Golden West Volleyball Staff and players; co-sponsored by Golden West College Athletics.

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

### **Golden West Soccer Camps**

**Date(s):** July 27, 2011 – August 12, 2011

**Department:** Athletics

**Purpose:** Training for children by Golden West Soccer Staff and players; co-sponsored by Golden West College Athletics.

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

### **Golden West Baseball Camps**

**Date(s):** June 20, 2011 – July 22, 2011

**Department:** Athletics



Purpose: Training for children by Golden West Baseball Staff and players; co-sponsored by Golden West College Athletics.

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

#### ASGWC and Club Events Summer and Fall 2011

Date: July 1 – December 31, 2011

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the Summer and Fall 2011. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designed staff will be present at all times.

Cost/purpose/funding source: \$25,000 for various expenses from Associated Students and Club Accounts.

Set Up and Security at Summer Soccer Events (i.e. parades, concerts, soccer games)

Date(s): June 16, 2011 – August 31, 2011

Department: PE/Athletics

Purpose: Raise funds for soccer program

Cost/purpose/funding source: No cost to the college. Income for soccer team.

#### Co-Sponsor Groups

Date(s): July 1, 2011-June 30, 2012

Department: PE/Athletics

Purpose: Co-sponsor of outside groups renting GWC athletic facilities at co-sponsor rate (list of groups on file in PE/Athletic office)

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

#### Baseball Golf Tournament

Date: November, 2011

Department: Athletics

Purpose: Fundraiser for baseball team

Cost/purpose/funding source: \$20,000 for deposit, fees, meals, awards, give-aways, and other related expenses to be paid for by tournament entry fees of participants and Auxiliary funds.

#### Criminal Justice RBC and SIBC Graduations

Date(s): July 15, 2011 – June 20, 2012

Department: Criminal Justice

Purpose: Criminal Justice RBC and SIBC graduation ceremonies and receptions

Cost/purpose/funding source: \$1,000 for refreshments from Community Hosting ASGWC trust funds.

#### Preceptor Instructor Course Huntington Hospital, Pasadena

Date(s): June 29 and 30, 2011

Department: Health Professions-HWI/RHORC

Purpose: Provide two-day workshop to prepare preceptor instructors

Cost/purpose/funding source: \$1,500 for food and supplies from RHORC Trust funds.

#### Music Concert "Give it up for Lent"

Date(s): May 12, 2012

Department: Music Department

Purpose: Student Music Concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies to be covered by

admission fees ( \$12 general; \$10 ASB/GWC seniors and children under 12) from Music/Choral Trust, ASB, and Choral Foundation funds.

Date: January 1 – June 30, 2011

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the Spring and Summer 2011. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designed staff will be present at all times.

Cost/purpose/funding source: \$25,000 for various expenses from Associated Students and Club Accounts and Commencement Expense funds.

(Revision is to include expenditures for graduation and use of general funds. Previous Board action: 6/15/11.)

Dance Concert – *Move Me*

Date(s): May 20 – 21, 2011

Department: Dance Department

Purpose: Dance Concert

Cost/purpose/funding source: \$3,200 for refreshments, facilities, printing, and supplies to be covered by admis:  
(Revision is to increase the total cost from \$3,000. Previous Board action: 5/18/11.)

Music Concert "Music for Lovers"

Date(s): February 12, 2012

Department: Music Department

Purpose: Student Music Concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies to be covered by admission fees ( \$12 general; \$10 ASB/GWC seniors and children under 12) from Music/Choral Trust, ASB, and Choral Foundation funds.

Music Concert "Sheep v. Goats"

Date(s): November 19, 2011

Department: Music Department

Purpose: Student Music Concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies to be covered by admission fees ( \$12 general; \$10 ASB/GWC seniors and children under 12) from Music/Choral Trust, ASB, and Choral Foundation funds.

**Subject            8.02 CCC - Special Project**

Meeting           Jun 15, 2011 - Regular Meeting

Category          8. Authorization for Special Projects

Access            Public

Type              Consent

Community Outreach and Partner Agency Activities

Date: Various dates throughout 2011-12

Location: Various locations

Department: One-Stop Center

Purpose: Build community relationships and bring positive exposure to the One-Stop Centers. Coastline Community College/Orange County One-Stop Centers to participate in recruitment, business outreach and partner agency activities throughout the 2011-12 fiscal year. Activities to be held by local cities, partner agencies and Chambers of Commerce located in the communities surrounding the One-Stop Centers. There will be no charge to participants.

Funding source: \$1,000 per event to be paid from One-Stop Center funds.

Department Staff Development and Training Meetings

Date: Various dates throughout 2011-12

Location: Various locations

Department: One-Stop Center

Purpose: To build partner relationships and allow staff development at the One-Stop Centers. Coastline Community College/Orange County One-Stop Centers to coordinate various Department Staff Development and Training Meetings throughout the 2011-12 fiscal year. Training sessions to include employees from Coastline, California Employment Development Department, Orange County Workforce Investment Board, and other Partner Agencies. There will be no charge to participants.

Funding source: \$6,000 for all events to be paid from One-Stop Center funds.

Host Partner Agency Meetings

Date: Various dates throughout 2011-12

Location: Various locations

Department: One-Stop Center

Purpose: To build community relationships and bring positive exposure to the One-Stop Centers. Coastline/Orange County One-Stop Centers to host various agency meetings throughout the 2011-12 fiscal year. Meetings to include employees from Coastline, California Employment Development Department, Orange County Workforce Investment Board, and other Partner Agencies. There will be no charge to participants.

Funding source: \$1,000 per event to be paid from One-Stop Center funds.

Host Client Functions, Meetings and Workshops

Date: Various dates throughout 2011-12

Location: Various locations

Department: One-Stop Center

Purpose: To allow for client success and to bring positive exposure to the One-Stop Centers. Coastline /Orange County One-Stop Centers to host various client functions, meetings and workshops throughout the 2011-12 fiscal year for One-Stop Center clients. There will be no charge to participants.

Funding source: \$1,000 per event to be paid from One-Stop Center funds.

2011 United States Coast Guard Education Services Officers Symposium Sponsorship.

Date: August 9-11, 2011

Location: Norman, Oklahoma  
Department: Military/Contract Education  
Purpose: Bronze Sponsorship and Exhibitor  
Cost/purpose/funding source: \$1000 Sponsorship amount/Contract Education ancillary funds.

2011 National Navy Counselors' Association Professional Development and Training Symposium Sponsorship.

Date: June 27, 2011 – July 1, 2011

Location: Dallas, Texas

Department: Military/Contract Education

Purpose: Gold Level Sponsor and Exhibitor

Cost/purpose/funding source: Sponsorship amount: \$1,500/Contract Education ancillary funds.

Automated External Defibrillator/ First Aid/Cardio-Pulmonary Resuscitation Training.

Date: June 23, 2011, and June 30, 2011.

Location: Coastline College Center

Department: Co-sponsored with District Wellness Committee

Purpose: Life Saving Techniques/Training for District Staff/Faculty/Administrators.

Cost/purpose/funding source: District Wellness Committee \$1,300. No charge to attendees.

Art Shows and Art-Related Events

Date: Various dates throughout 2011-2012

Location: Art Gallery

Department: Art

Purpose: Fundraising and exhibitions

Cost: Varying cost depending on number of events

Funding Source: Ancillary funds

Revision to Previous Board Action

Summer Institute on Technology and Teaching Excellence

Date: July 21 and July 22, 2011

Location: Garden Grove Center

Department: Technology Committee

Purpose: Training workshops highlighting technology strategies supporting faculty and staff.

Cost/purpose/funding source: \$9,000 to be paid from College Support Ancillary funds (Revision is to increase cost by \$6000 for a total of \$15,000; Prior Board Approval: 3/2/2011).

**Subject**            **8.03 OCC - Special Projects**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**         8. Authorization for Special Projects  
**Access**            Public  
**Type**               Consent

**Meeting and Events**

**Date:** June 16, 2011 - June 30, 2012

**Department:** OCC – Office of Instruction

**Purpose:** To host meetings and events related to the instructional wing

**Cost/Purpose/Funding Source:** Costs will be determined by the number of participants; to be paid from ancillary funds.

**Tenure Track Faculty Luncheon**

**Date:** Spring 2012

**Department:** Instruction

**Purpose:** To update tenure track faculty on processes and procedures of campus

**Cost/Purpose/Funding Source:** Costs to be determined by number of participants; to be paid from ancillary funds

**Yearly Parent and School Events**

**Date:** 2011-2012 Academic Year

**Department:** Early Childhood Lab School

**Purpose:** The Early Childhood Lab School to host various parent and family events including parent-teacher conferences, orientations and tours, parent education meetings and events planned in coordination with the Parenteers, the parent support group, including, Friendship Lunch/Jamboree, End-of-the-Year Picnic, Dad's day, Kindergarten Night, Literacy Night, A Celebration of Mother's, Teacher Appreciation Luncheons, Scholastic Book sales, and parent appreciation gifts.

**Cost/Purpose/Funding Source:** Total amount of \$700 per event to be paid from ancillary funds.

**Monthly Staff Meetings & In-Service Meetings**

**Date:** 2011-2012 Academic Year

**Department:** Early Childhood Lab School

**Purpose:** Monthly staff meeting and training that include a working lunch

**Cost/Purpose/Funding Source:** Total Amount of \$5,000 for food and related expenses; to be paid from Lab School ancillary funds

**American Red Cross CPR Certification Classes**

**Date:** 2011-2012 Academic year

**Department:** OCC Physical Education & Athletics

**Purpose:** Physical Education & Athletics faculty to teach re-certification courses for faculty and staff.

**Cost/Purpose/Funding Source:** The cost of the CPR cards will vary depending on the number participating and the current amount charged by the American Red Cross for the CPR cards. The cards will be paid for out of an Ancillary Account.

**Various Athletic Team Banquets and Gatherings**

**Date:** 2011-2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:** To provide supplementary activities, including team meals, to members of the various athletic teams, on and off campus

**Cost/Purpose/Funding Source:** Refreshments will be served at the banquets, and the cost will vary depending on attendance. All expenses will be paid out of the participating team's ancillary accounts, division ancillary accounts, and through the purchase of tickets by guests.

#### **Hosting and/or Participating in Off-Campus Meetings & Events**

**Date:**2011-2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:**OCC Physical Education coaches and faculty will meet with other coaches and discuss issues relevant to their respective sports.

**Cost/Purpose/Funding Source:** All expenses will be paid out of the participating team's ancillary accounts.

#### **Division Meetings and Press Conferences**

**Date:**2011-2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:**The purpose is general. Refreshments may be served at these meetings and the cost will vary depending on attendance.

**Cost/Purpose/Funding Source:**Cost for refreshments will be paid out of the participating team's ancillary accounts and/or the Dean's Discretionary Account.

#### **Appreciation Luncheon**

**Date:** May 2012

**Department:** OCC Physical Education & Athletics

**Purpose:** To thank the various departments that help the PE & Athletics division throughout the year including, but not limited to, Maintenance & Operations, Campus Safety, Foundation, and Bursar's Office.

**Cost/Purpose/Funding Source:** All expenses will be paid out of division ancillary accounts and/or general fund accounts.

#### **Annual Athletic Hall of Fame Induction Ceremony and Reception**

**Date:**September or October 2011

**Department:** OCC Physical Education & Athletics

**Purpose:** To recognize the achievements and contributions of former athletes, coaches, and members of the PE & Athletics division. Refreshments will be served.

**Cost/Purpose/Funding Source:** All expenses will be paid out of division ancillary accounts and/or general fund accounts.

#### **National Intercollegiate Soccer Officials Association (NISOA) Meeting**

**Date:**August 2011

**Location:** OCC Track and Forum

**Department:** OCC Physical Education & Athletics

**Purpose:**Full-time faculty member (and head soccer coach) Kevin Smith would like to host this annual soccer officials meeting on the OCC campus. The meeting will promote awareness of the college facilities and the men's and women's soccer programs.

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

#### **OCC Men's Golf Tournament**

**Date:** October 26, 2011

**Location:** Costa Mesa Country Club

**Department:** OCC Physical Education and Athletics

**Purpose:** To host a fund raising golf tournament to benefit the golf team

**Cost/Purpose/Funding Source:** Hosted by Costa Mesa Country Club, no cost to the college.

**Co-sponsorship of District Feeder High School Soccer, Tennis, Swimming & Diving, Water Polo,**

**Baseball, Softball, and Track Events**

**Date:** 2011-2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:** The purpose is to increase awareness of the OCC campus and its facilities by hosting recruiting events on campus

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

**Cheer & Dance "Goodbye Show" Performances**

**Date:** 2011-2012 academic year

**Department:** OCC Physical Education & Athletics

**Purpose:** The purpose is to increase awareness of OCC and its Cheer & Dance programs through performances at the OCC Gymnasium.

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

**Co-sponsorship of United States Tennis Association (USTA) Tournaments**

**Date:** 2011-2012 Academic Year (2-4 dates total)

**Department:** OCC Physical Education & Athletics

**Purpose:** To host tournaments at OCC that will promote awareness and exposure of the OCC campus and athletic programs, which will help with recruiting.

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

**OCC Skills Clinics**

**Date:** 2011 – 2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:** Full-time faculty member (and coach) Kevin Smith would like to hold skills clinics on campus in softball and soccer for prospective OCC students on the OCC softball and soccer fields. The clinics will promote awareness of the college facilities and the women's soccer and softball programs.

**Cost/Purpose/Funding Source:** No cost to the college. Any money raised will go to the OCC women's soccer and softball programs.

**OCC 8v8 Soccer Tournament**

**Date:** 2011 – 2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:** Full-time faculty member (and head soccer coach) Kevin Smith would like to hold an 8 versus 8 soccer tournament for OCC students on the OCC campus. The event will promote awareness of the college facilities and the women's soccer program. It will also raise money for the OCC women's soccer program.

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

**Men & Women's Cross Country Teams – Cross Country Running Camp**

**Location:** Mammoth Lakes, CA

**Date:** August 15 - 26, 2011

**Department:** OCC Physical Education & Athletics

**Purpose:** The OCC Men's and Women's Cross Country teams, PE A109 (#11214), PE A236 (#21976), and PE A253 (#21980) will be participating in a Cross Country Running Camp. The camp is a supplement to the summer training class and fall team class for the OCC Cross Country teams.

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

**Vanguard University to Hold Track & Field Workouts at OCC**

**Date:** 2011 – 2012 Academic Year

**Department:** OCC Physical Education & Athletics

**Purpose:** The benefit to the college is that all Vanguard athletes enroll in an OCC PE A108 class and they compliment the OCC track & field workouts by working out alongside the OCC track & field team on the OCC

track. The workouts will also promote awareness and exposure of the OCC campus and athletic programs.  
**Cost/Purpose/Funding Source:** No cost to the college.

#### **President's Office Meetings & Events**

**Date:** 2011 – 2012 Academic Year

**Department:** OCC Office of the President

**Purpose:** To host meetings and events on behalf of the Office of the President.

**Cost/Purpose/Funding Source:** Total amount \$1,000 for food and related expenses; to be paid from Ancillary funds.

#### **Mental Illness for Mental Health Professionals Class**

**Date:** June 21, 2011 - August 31, 2011

**Department:** OCC Student Health Center

**Purpose:** National Alliance on Mental Illness (NAMI) to present a class on mental illness for mental health and other professionals at the OCC Student Health Center (SHC). Training will enhance the ability of participants to respond to mental health needs in a variety of settings, including community colleges and other community agencies

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

#### **Area Code Baseball/Student Sports**

**Date:** July 7, 2011

**Department:** Co-Sponsored by OCC Physical Education & Athletics

**Purpose:** Promote awareness of the campus, facilities, and baseball program – while also bringing many recruitable athletes on the OCC campus. Event will be held on campus.

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

#### **Financial Aid Professional Development and Training**

**Date:** August 2011 - May 2012

**Department:** OCC Financial Aid

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

**Cost/Purpose/Funding Source:** Costs to include food, supplies, and related expenses; to be paid from Board Financial Assistant Program

#### **Program Meetings and Events**

**Date:** July 2011 - May 2012

**Department:** OCC Career and Community Education

**Purpose:** To host meetings and events for the Regents of the University of California Irvine Joint Graduate Student Faculty Internship Program under the direction of UCI's University Program Director and Career and Community Education at OCC.

**Cost/Purpose/Funding Source:** Total amount of \$25,000 for all food and supplies necessary to conduct events or meetings, to be paid from UCI grant funds.

#### **California Community College Student Financial Aid Administrators Association (CCCSFAAA) Region 7 & 8 Meeting**

**Date:** 2011 – 2012 Academic Year

**Department:** OCC Financial Aid

**Purpose:** To stay current in procedures, policies and records pertinent to financial aid matters.

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

#### **USA Premier Baseball**

**Date:** June 18 – July 30, 2011

**Department:** Physical Education and Athletics



**Purpose:** to provide training, workouts and practice games for incoming freshmen that will compete on the OCC Baseball Team **Cost/Purpose/Funding Source:** No cost to the college

**Career Development Collaborative Grant**

**Date:** June 16 – June 30, 2011

**Department:** OCC Career and Community Education

**Purpose:** To perform grant related activities as outlined in the Grant Agreement from the California Community College Chancellor's Office such as assessment of student and employer needs using Core Indicator reports from the Chancellor's office, and to identify and disseminate examples of effective Career Development activities, services and programs in collaboration with Regional Consortia and Career Development Advisory Committee.

**Cost/Purpose/Funding Source:** Expenses to total \$90,000 which will include travel, meeting rooms, food, necessary meeting expenses, speaker fees, website revisions, content development, newsletter production and distribution, printing materials, consultants and professional experts for regional workshops. Total expenses to be paid from grant funds, there is no cost to the college.

**Work-Based Learning Collaborative Grant**

**Date:** June 16 – June 30, 2011

**Department:** OCC Career and Community Education

**Purpose:** To perform grant related activities as outlined in the Grant Agreement from the California Community College Chancellor's Office **Cost/Purpose/Funding Source:** Expenses to total \$90,000 which will include revision and maintenance of grant website, the revision, printing and distribution of work-based learning materials, authoring, and statewide distribution of the *On the QT* newsletter, regional staff development activities, and presentation on work-based learning at various meetings statewide. Total expenses to be paid from Work-Based Learning Collaborative Grant funds, there is no cost to the college.

**REVISION TO PREVIOUS BOARD ACTION**

**World Dance Celebration**

**Date:** May 20, 2011

**Department:** OCC Dance/Visual and Performing Arts

**Purpose:** Student and Community Outreach

**Cost/Purpose/Funding Source:** Expenses to include fees for guest performers, composers, OCC Faculty additional hours (F/T & P/T PAF), guest choreographers, costuming, lighting, props, videography services, and publicity. total amount of \$9000 from ASOCC, Ancillary funds, OCC Foundation and District Outreach funds. *Revised to include expense of transportation-no change to dollar amount.*  
(Original Board date 06/03/2010)

## **9. Authorization to Apply for Funded Programs**

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**Subject**            **9.01 DIS - Authorization to Apply for Funded Programs**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          9. 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 Board President, or designee, be authorized to sign any related documents as appropriate.

Coastline Community College has applied for the United States Department of Commerce/Minority Business Development Agency (MBDA) Business Center (MBC) grant titled "**Coastline Institute for Economic Development (CIED)**". Coastline Community College (CCC) and its economic and workforce development program, the Coastline Institute for Economic Development (CIED), in strategic partnership with the State of California Governor's Office of Economic Development (GoED), California Hispanic Chambers of Commerce (CHCC), Asian Business Association, the Black Chamber of Commerce, Southeast Asian Business Alliance, Office of Native American Business Development, sister community colleges, the Elite SDVOB Network of veteran chapter organizations, the Orange County Hispanic Chamber of Commerce, the UAW Labor Employment and Training Corporation, and key partners in finance and other strategic alliances in business and workforce development, proposes to establish a MBDA Business Center (MBC) in Irvine, Southern California and satellite locations in neighboring communities, including Garden Grove, to provide services to generate increased financing, contact opportunities, job creation, and related awards to Minority Business Enterprises (MBE's).

**Fiscal Impact:** If funded, Coastline Community College will receive \$1,775,000 over five years (each year of funding will be \$355,000). There are in-kind matching funds of \$880,416 from CCC and Partners. There is also estimated program income of \$1,854,305. The proposed start date of the grant would be September 1, 2011 and continue through September 2016.

## **10. Authorization for Disposal of Surplus**

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**Subject**            **10.01 Authorization for Disposal of Surplus**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          10. Authorization for Disposal of Surplus  
**Access**            Public  
**Type**                Consent

### **File Attachments**

[061511Surplus.pdf \(9 KB\)](#)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>DISTRICT</b>				
Fax	---	FO-2950m	1G109363	P
Networking Equipment	9047834	ATT- 375-A1-201	9252404	P
Networking Equipment	9047830	Asend M201-8M	6228644	P
Monitor	9047835	1454e	92101307S3i	P
Monitor	9020957	1454e	92101074S3i	P
Monitor	9020959	EO50	1262122584	P
Monitor	9020964	EO50	972112865	P
Printer	9043737	HPOJ G85xi	SGG15E237V	P
Telephone Equipment	9028099	EPN	96DR06960492	P
Telephone Equipment	9020993	G3R Processor	96DR06960486	P
Telephone Equipment	9020993	G3R Expansion	96PD06960485	P
Telephone Equipment	9020999	G3si	96DR07961641	P
Computer	9041992	CCCD PC	1129014826	P
Computer	9030594	CCCD PC	1043708	P
Computer	9029012	CCCD PC	---	P
Computer	9049798	GX270	1V17G41	P
Computer	9049761	GX270	9M09T31	P
Computer	9043893	CCCD PC	1022014817	P
Computer	9014564	CCCD PC	n/a	P
Computer	9030991	CCCD PC	1043709	P
Printer	9011817	LJ4 / C2001A	JPBG058337	P
Printer	---	Ok! GE5253P	602D1621008	P
Printer	---	ATT 572	97ST04527284	P
Printer	9044001	Phaser 3400	YY9528479	P
Printer	9049860	Phaser 3450	PMY022555	P
Printer	9030583	LJ1100 / C4224A	USDG003430	P
Printer	9059708	Phaser 8400	RPC136415	P
Printer	9059726	Phaser 3400	WPH032547	P
Printer	9049773	Phaser 3450	PMY002900	P
Printer	9041957	LJ 2200 DN	JPBG129887	P
Printer	9043592	Phaser 3400	YY9000753	P
Printer	9059604	Phaser 3500	WHP025671	P
Scanner	---	Scan Do 1024	BWA97094195	P
Switch	9047831	AL1901001	EWS0008049	P
UPS	---	Smart PS700G	116800	P
Network Switch	9039059	Map 100p	994V04T15438	P
Network Switch	9039058	Map 100p	99DR08580179	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>ORANGE COAST COLLEGE</b>				
Gyrotory Shaker	9033772	G2	891220129	P
Compound Microscope	9078159	---	---	P
Microscope Illuminators/parts	---	---	---	P
Hot Plates (2)	---	---	---	P
Balances (2)	---	---	---	P
Blender Bases (2)	---	---	---	P
Refrigerator	9078907	---	---	P
Refrigerator	9040316	---	---	P

## **11. Authorization to Enter Into Standard Telecourse Agreements**

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**Subject**            **11.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            11. 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.

### **ASTRONOMY: OBSERVATIONS AND THEORIES**

Community College for Baltimore County (MD)

Term of Agreement: August 29, 2011 – May 31, 2012

State Board for Community and Technical Colleges (WA)

Term of Agreement: April 1, 2011 – June 30, 2011

### **CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD**

Carroll Community College (MD)

Term of Agreement: June 1, 2011 – August 31 2011

### **CYCLES OF LIFE: EXPLORING BIOLOGY**

State Board for Community and Technical Colleges (WA)

Term of Agreement: April 1, 2011 – June 30, 2011

### **HUMANITIES THROUGH THE ARTS**

State Board for Community and Technical Colleges (WA)

Term of Agreement: April 1, 2011 – June 30, 2011

### **TRANSITIONS THROUGHOUT THE LIFE SPAN**

State Board for Community and Technical Colleges (WA)

Term of Agreement: April 1, 2011 – June 30, 2011

**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 \(195 KB\)](#)

## **12. Approval of Clinical Contracts**

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**Subject**            **12.01 GWC - Clinical Contract**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          12. Approval of Clinical Contracts  
**Access**            Public  
**Type**                Consent

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an agreement or an amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees.

### **RENEWAL**

Children's Hospital of Orange County    Non-Standard Clinical Affiliation Agreement  
Orange, California  
August 1, 2011 – July 31, 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 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. (See Attachment #5)

#### **File Attachments**

[Children's Hospital Clinical Agreement - with Instructor.pdf \(116 KB\)](#)

[Children's Hospital Clinical Agreement - without Instructor.pdf \(105 KB\)](#)

**Subject**            **12.02 OCC - Clinical Contracts**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          12. Approval of Clinical Contracts  
**Access**            Public  
**Type**                Consent

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an Agreement or an Amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements or amendments are attached to each Trustee's Agenda.)

**RENEWAL**

St. Joseph Hospital of Orange            Non-Standard Clinical Affiliation Agreement  
Orange, CA  
Term: June 16, 2011 to June 15, 2014  
Compensation: None (See Attachment #29)

**NEW**

Artisan Foot and Ankle  
Standard Clinical Affiliation Agreement  
Mission Viejo, CA  
Term: June 16, 2011 to June 20, 2016  
Compensation: None

Dr. Barry Behrstock, P Genay, et al  
Standard Clinical Affiliation Agreement  
Costa Mesa, CA  
Term: May 19, 2011 to May 18, 2016  
Compensation: None

ENT and Facial Plastics of OC, Inc.  
Standard Clinical Affiliation Agreement  
Fountain Valley, CA  
Term: June 16, 2011 to June 10, 2016  
Compensation: None

Garden Grove Unified School District  
Standard Clinical Affiliation Agreement  
Garden Grove, CA  
Term: June 16, 2011 to June 10, 2016  
Compensation: None

New Hope Hematology and  
Oncology Consultants, Inc.  
Standard Clinical Affiliation Agreement  
Fountain Valley, CA



Term: June 16, 2011 to June 10, 2016  
Compensation: None

Dr. Satoshi Kamada  
Standard Clinical Affiliation Agreement  
Irvine, CA  
Term: June 16, 2011 to June 10, 2016  
Compensation: None

Superior Family Medical Group  
Standard Clinical Affiliation Agreement  
Newport Beach, CA  
Term: June 16, 2011 to November 30, 2015  
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 (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.

### **13. Approval of Standard Agreements**

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**Subject**            **13.01 GWC - Standard Agreements**

Meeting            Jun 15, 2011 - Regular Meeting

Category           13. Approval of Standard Agreements

Access            Public

Type              Consent

#### **Approve Internship Agreements**

Intern/Institution: Daisy Macedo

Scope: Assist with CalWORKs intake appointments, assist CalWORKs students with program related needs, and various other duties

Department: Re-Entry/CalWORKs

Term: June 15, 2011 – June 30, 2012

Cost/Source of Funds: Unpaid/Non-sponsored

Intern/Institution: Michael Baires

Scope: Broad Technology

Department: Technology Support Services

Term: May 31, 2011 – December 16, 2011

Cost/Source of Funds: Unpaid/Non-sponsored

(Revision is to extend the term of the agreement. Previous Board action: 1/19/11.)

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

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between El Viento Foundation and the Coast Community College District to create educational pathways for students from the Oakview community to attend Golden West College and other colleges or universities, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** GWC will fund the benefit packages for the El Viento Foundation employees, paid from general funds, not to exceed \$10,800 per employee, totaling \$21,600 annually. This amount will be paid on July 1<sup>st</sup> of each year with the provision that if the contract is terminated at any time, the \$21,600 will be refunded on a prorated basis for the balance of the fiscal year.

**Subject**           **13.02 CCC – Standard Agreements**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          13. Approval of Standard Agreements  
**Access**           Public  
**Type**              Consent

**Approve Standard Agreement between the Orange County Conservation Corps and the Coast Community College District to Enter into a Sublease Agreement to Make Services Available to the One-Stop Community.**

**1. Background:** The Orange County Conservation Corps serves young, at-risk adults through employment, training and educational programs that build self-sufficiency and benefit the community through conservation-related projects. It is the desire of the Orange County One-Stop Center to partner with the Orange County Conservation Corp by entering into a sublease agreement that will provide them with 105.44 square feet workspace to make available these valuable services to One-Stop community.

**2. Goal/Purpose:** Authorization to enter into a Sublease Agreement between Orange County Conservation Corps and the Coast Community College District (Coastline Community College) for the purpose of leasing space at the Orange County One-Stop Center in Westminster.

**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 Orange County Conservation Corps and the Coast Community College District to sublease 105.44 square feet at the Orange County One-Stop Center in Westminster, California. The Agreement outlines the responsibilities of both partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**5. Fiscal Review and Impact:** Gross Income of \$2,414.

**Scope of Work Standard Agreement**

**Approve District Standard Scope of Work #2011-43 under the Master Services Agreement (Board Approved: 2/3/10) 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 #2011-43 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$17,500 income from Chevron Products Company payable in five payments based upon completion of five project milestones.

**Approve District Standard Scope of Work #2011-44 under the Master Services Agreement (Board Approved: 2/3/10) 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 #2011-44 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the design and development of the Pressure Relief Devices workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$25,500 income from Chevron Products Company payable in five payments based upon completion of five project milestones.

File Attachments

[OCCC Sublease.pdf \(472 KB\)](#)

**Subject**            **13.03 Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2012 Short-term Study Abroad Program in Paris, France.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           13. Approval of Standard Agreements

**Access**             Public

**Type**                Consent

**Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2012 Short-term Study Abroad Program in Paris, France.**

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Paris, France Study Abroad Program during summer 2012. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Lia Raileanu, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Paris, France Study Abroad Program was given on April 6, 2011. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the 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.

## **14. Authorization for Purchase of Institutional Memberships**

**Subject**            **14.01 GWC - Institutional Memberships**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          14. Authorization for Purchase of Institutional Memberships  
**Access**            Public  
**Type**                Consent

**Name and Acronym:** Alpha Gamma Sigma State Honor Society, Sigma Pi Chapter

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

**Cost:** \$1,100

**Purpose:** Annual membership dues for students to participate in state organization

**Name and Acronym:** Orange Empire Conference (OEC)

**Term of Membership:** July 1, 2011 – June 30, 2012

**Cost:** \$5,000

**Purpose:** For all GWC sports except football. Conference dues pay for the assignors of officials, payment to the conference commission and other conference related expenses.

**Name and Acronym:** Network for California Community College Foundations (NCCCCF)

**Term of Membership:** July 1, 2011 – June 30, 2012

**Cost:** \$450

**Purpose:** Allows access to statewide community college foundation professionals, scholarship information, updates, materials and professional meetings.

**Name and Acronym:** California Community Colleges Football Coaches Association (CCCCFCA)

**Term of Membership:** July 1, 2011 – June 30, 2012

**Cost:** \$145

**Purpose:** Membership for current football coaches.

**Name and Acronym:** North American Board of Certified Engineer Practitioners (NABCEP)

**Term of Membership:** June 16, 2011 – June 16, 2012

**Purpose:** Become Provider of NABCEP PV Entry Level Exam

**Cost:** \$300

**Name and Acronym:** California Resource Recovery Association (CRRA)

**Term of Membership:** May, 2011 – May, 2012

**Cost:** \$200

**Purpose:** to provide opportunities and information regarding resource recovery and to receive discounted conference rates.

(Revision is to correct the cost from \$100. Previous Board action: 5/18/11.)

**Subject            14.02 OCC - Institutional Memberships**

Meeting            Jun 15, 2011 - Regular Meeting

Category           14. Authorization for Purchase of Institutional Memberships

Access             Public

Type                Consent

Name and Acronym: Associated Collegiate Press (ACP)

Terms of Membership: 2011-2012

Cost: \$139

Purpose: Membership provides a means to stay current in journalism education, allows for students to receive input from other educators and professionals and allows for attendance at a national conference each fall

Name and Acronym: Journalism Association of Community Colleges (JACC)

Terms of Membership: 2011-2012

Cost: \$500

Purpose: Membership provides a means to stay current in journalism education, allows for students to receive input from other educators and professionals and allows for attendance at two conferences and competitions each academic year in addition to participating in mail-in competitions.

Name and Acronym: California Community College Student Financial Aid Administrators Association (CCCSFAAA) Region 7 and 8 meeting

Terms of Membership: 2011-2012

Cost: No Cost to the College

Purpose: Membership provides a means to stay current in procedures, policies, and records pertinent to financial aid procedures, policies and records pertinent to financial aid matters. It provides technical assistance to members and serves in a liaison capacity with congress and federal agencies.

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

Terms of Membership: 2011 - 2012

Cost: \$300

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

Name and Acronym: Commission on Accreditation of Allied Health Education Programs (CAAHE)

Terms of Membership: 2011 - 2012

Cost: \$450

Purpose: a required membership for accreditation of the Cardio Vascular Technology, Diagnostic Medical Sonography, Medical Assisting, Neurodiagnostic Technology and Polysomnographic Technology

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

Term of Membership: 2011-2012

Cost: \$2601

Purpose: Membership provides a means to stay current in procedures, policies, and records pertinent to financial aid procedures, policies and records pertinent to financial aid matters. It provides technical assistance to members and serves in a liaison capacity with Congress and federal agencies.

Name and Acronym: Association of Community and Continuing Education Membership (ACCE)

Term of Membership: 2011-2012

Cost: \$60

Purpose: Membership provides up to date information on issues and best practices, quarterly journals, drive-in workshops, and conference. ACCE also has a Legislative analyst who keeps members up to date on legislative and public policy issues, advocates for specific ACCE position and develops public policy on issues pertaining to Community Education and Continuing Education



**Subject**           **14.03 CCC – Institutional Memberships**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**         14. Authorization for Purchase of Institutional Memberships  
**Access**           Public  
**Type**             Consent  
**Renewal**

**Name and Acronym:** Westminster Chamber of Commerce

**Term of Membership:** August 23, 2011 – August 23, 2012

**Cost:** \$130

**Purpose:** Provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Centers. Membership is to be paid from One-Stop Center funds.

**Name and Acronym:** National Association for Foreign Student Affairs: Association of International Educators (NAFSA)

**Term of Membership:** July 1, 2011 — June 30, 2012

**Cost:** \$370

**Purpose:** Membership promotes the exchange of students and scholars to and from the United States. The Association sets and upholds standards of good practice and provides professional education and training that strengthen institutional programs and services related to international educational exchange. NAFSA provides a forum for discussion of issues and a network for sharing information as it seeks to increase awareness of and support for international education in higher education in government and in the community. Membership is to be paid from General funds.

**Name and Acronym:** Irvine Chamber of Commerce

**Term of Membership:** June 1, 2011 – May 31, 2012

**Cost:** \$360

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

**Funding Source:** One-Stop Center funds.

## **15. Authorization for Off-Campus Assignments**

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**Subject**            **15.01 GWC - Off-Campus Assignments**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**         15. Authorization for Off-Campus Assignments  
**Access**            Public  
**Type**                Consent

**Name:** Albert Gasparian

**Title:** Dean, Health Education/Physical Education/Athletics

**Organization:** Commission on Athletics (COA)

**Assignment:** COA Representative for Men's & Women's Water Polo and Swim/Dive

**Term:** July 1, 2011 – June 30, 2012

**Subject            15.02 CCC - Off-Campus Assignments**

Meeting            Jun 15, 2011 - Regular Meeting

Category           15. 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: Adrian, Loretta P., Ph.D.

Title: President

Organization: Accrediting Commission for Community and Junior Colleges

Assignment: Accreditation Team Member for DeAnza College in Cupertino, CA

Term: October 24-27, 2011

Name: Adrian, Loretta P., Ph.D.

Title: President

Organization: National Association of Asian Pacific Islander Council (NAPIC) through the American Association of Community Colleges

Assignment: Board Member

Term: July 1, 2011 — June 30, 2012

Name: Lovig, Margaret

Title: Academic Senate President

Organization: Orange County Chapter of the Association of Legal Administrators

Assignment: Extended Board Member

Term: July 1, 2011 - June 30, 2012

Name: Secord, Debra

Title: Professor

Organization: Orange County Aging Services Collaborative

Assignment: Advisory Member

Term: July 1, 2011 – June 30, 2012

Name: Jones, Dan

Title: Executive Dean, Instructional Systems Development

Organization: American Association of Community Colleges Instructional Technology Council

Assignment: Board Member

Term: July 1, 2011 — June 30, 2012

Name: Jones, Dan

Title: Executive Dean, Instructional Systems Development

Organization: American Association of Community Colleges Commission on Research, Technology, and Emerging Trends

Assignment: Board member

Term: July 1, 2011 — June 30, 2012

## **16. Authorization for Community Activities**

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**Subject**            **16.01 OCC - Community Activities**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**        16. 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 June 16, 2011 – June 30, 2012. 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 EXPERT**

MIXED MEDIA ART MAKING, POETRY AND MUCH MORE, Fee: \$100, 18 hours. Presenter: Andrea Harris. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

OCC CHILDREN'S SWIM TEAM, Fee: \$255- \$305, 40 hours. Coordinator: Anthony Iacopetti. Presenter: Erika Dowell. Compensation will be paid at an hourly rate of \$12 per hour. PE Department to receive a portion of the proceeds. (P)

SUMMER SWIM LESSONS, Fees: \$55.00 per session, \$110 for private lessons. 4 – 5.5 hours. Coordinators: Don Watson and Anthony Iacopetti. Presenter: Erika Dowell. Compensation will be paid at an hourly rate of \$12 per hour. PE Department to receive a portion of the proceeds. (P)

WELDING CERTIFICATION & LICENSING, Fee: \$350, 33 hours. Presenter: Eric Budwig. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

WIRE FEEDER WELDING, Fee: \$475, 48 hours. Presenters: Eric Budwig. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

## **17. Authorization for Sailing Program**

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**Subject**            **17.01 OCC - Sailing Center**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          17. Authorization for Sailing Program  
**Access**            Public  
**Type**                Consent

### **NEW BOARD ITEMS**

#### **PROFESSIONAL EXPERTS**

COAST CREW SUMMER CAMP, Fee \$150, 2 weeks, 20 hours

PRESENTERS: Paul Prioleau, Matthew Chapman, James Jorgensen, Robert Dalrymple, Brad Lewis, Marcel Stiffey, Will Prioleau, James Long-Lerno (F)

Employee: Edward Valentine Lyon, Jr.

Professional Services:

1. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$15.00/hr

Funding Source: To be paid an amount not to exceed \$2,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Robert Dalrymple

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on sailing center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$29.30 /hr

Funding Source: To be paid an amount not to exceed \$5,000 from Foundation or Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

## 18. Personnel Items

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**Subject**            **18.01 District**

**Meeting**           Jun 15, 2011 - Regular Meeting

**Category**        18. Personnel Items

**Access**           Public

**Type**             Consent

- a. Acceptance of Resignations, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization for Pay Changes, Academic Staff
- d. Authorization for Changes in Salary Schedules
- e. Authorization for Schedule Changes, Classified Staff
- f. Authorization for Professional Experts
- g. Authorization for Monthly Travel Allowance
- h. Approval of Sabbatical Leave Request

### File Attachments

[Open.pdf \(29 KB\)](#)

**PERSONNEL ITEMS 6/15/11 Board**

**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:

Educational Administrator

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Currie, Ding Jo	DIST	Chancellor	Resign	06/30/11

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Galbraith-Prell, Andrea	OCC	Child Care Center Assistant	Resign	06/15/11
Kech, Eunice	OCC	Accounting Assistant I	Resign	06/30/11
Knowles, William G.	OCC	Systems Network Analyst I	Resign	05/20/11

**b. Authorization for Leaves of Absence**

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

Classified

Ngo, Michelle, GWC, Staff Assistant, 100% LOA/wop for the period 08/01/11 to 07/30/12 for personal reasons.

**c. Authorization for Pay Changes, Academic Staff**

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

Administrator

Nish, Melinda, OCC, Vice President of Instruction, increase total contract to D-34-07+DOC due to receipt of doctorate, effective 07/01/11.

**d. Authorization for Changes in Salary Schedules**

It is recommended that authorization be given for the following changes in the District salary schedules:

Classified

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
Admissions & Records Clerk	E-39	Add to Salary Schedule
Office Assistant I	E-32	Add to Salary Schedule

**e. Authorization for Schedule Changes, Classified Staff**

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

Permanent Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Johnson, Daniel R.	GWC	Sports Info/Market Asst	100%	60%	08/01/11

Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Bernard, Becky	OCC	Secretary	62.5%	70%	06/01/11	06/30/11
Bernard, Becky	OCC	Secretary	62.5%	70%	08/01/11*	06/30/12

\*11 month employee

**f. Authorization for Professional Experts**

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

Professional Experts over \$10,000.00

Basnett, Patrick C., GWC, to perform editing and web conversion to meet contract requirements for the California Commission for Police Officer Standards and Training contract with GWC, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 48.0 units per week for 50 weeks, compensation to be \$24,000.00.

Carpenter, William, DIST, to complete Degree Audit Project for General Education and coordinate the international student programs, articulating with four-year schools, for the period 07/01/11 to 06/30/12, to be paid at \$100.00 per unit, 2.4 units per week for 50 weeks, compensation to be \$12,000.00.

Famolaro, Felix A., OCC, to provide instruction for USMC Electrical Class, for the period 07/25/11 to 08/19/11, to be paid by timecard at \$100.00 per unit, 27.56 units per week for 4 weeks, compensation to be \$11,025.00.

Gordon, Marcia A., GWC, to coordinate the Crisis Intervention Training Grant, for the period 07/01/11 to 06/30/12, to be paid at \$10.00 per unit, 76.0 units per week for 50 weeks, compensation to be \$38,000.00.

Herrera, Patrick D., CCC, to provide ESL Curriculum development and training for the not-for-credit Contract Education ESL training programs to Kingston Technology Company, Inc. employees, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 2.88 units per week for 52 weeks, compensation to be \$15,000.00.

Kochanski, Jennifer, DIST, to perform work related to the CTE Community Collaborative Grant projects, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 96 units per week for 50 weeks, compensation to be \$48,000.00.

Leighton, John, CCC, to research, develop, write and edit grant proposals for the Grant Development Department, for the period 07/10/11 to 10/10/11, to be paid by timecard at \$100.00 per unit, 12 units per week for 10 weeks, compensation to be \$12,000.00.

Neu, Mark A., OCC, to provide instruction for the Health Information Technology Program, for the period 06/16/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 5.09 units per week for 55 weeks, compensation to be \$28,000.00.

Orrill, Deborah, GWC, to provide general management and support of the CBJT Grant activities and perform duties of sustainability coordinator, for the period 07/01/11 to 12/31/11, to be paid at \$100.00 per unit, 19.275 units per week for 26 weeks, compensation to be \$50,115.00.

Raddavong, Buffie, CCC, to implement SharePoint content and serve as Web Unit Coordinator for the Contract Education Department, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 50 units per week for 52 weeks, compensation to be \$26,000.00.



Snyder, Thomas J., CCC, to serve as the Project Facilitator for Title III AANAPISI (Asian American Native American Pacific Islander Serving Institution) Grant through the Grant Development Department, for the period 07/01/11 to 09/30/11, to be paid by timecard at \$100.00 per unit, 10.417 units per week for 12 weeks, compensation to be \$12,500.00.

Valles, Martin T., CCC, to serve as an assistant in post production digitizing and logging video, stringing out video and other duties as assigned for the new Public Speaking telecourse, and converting files for Moodle and the database repository for Instructional Systems Development, for the period 07/01/11 to 01/09/12, to be paid by timecard at \$100.00 per unit, 6 units per week for 25 weeks, compensation to be \$15,000.00.

Ward, Jason, CCC, to serve as the Administrative liaison for Contract Education CCC Education Bound U. S. (CCC EBUS) Program and other corporate Contract Education programs, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 72.916 units per week for 48 weeks, compensation to be \$35,000.00.

Watson, Kevin A., OCC, to provide instruction for the Health Information Technology Program, for the period 06/16/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 5.09 units per week for 55 weeks, compensation to be \$28,000.00.

Wolzinger, Renah, GWC, to provide tech prep and increase student enrollment and student rates CTE through high school out-reach, articulation, and process improvement, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 2.885 units per week for 52 weeks, compensation to be \$15,000.00.

Young, Gary J., CCC, to assist in developing, designing, coding, testing, debugging and documenting major complex computer programs, modules, subsystems or application; maintain integrity and functionality of course management systems, develop future applications with regard to reporting errors, participate in the development of virtual scenarios to be used for training, including graphics, scripting, and live interactions with students, for the period 07/01/11 to 10/09/11, to be paid by timecard at \$100.00 per unit, 10.334 units per week for 15 weeks, compensation to be \$15,501.00.

#### Other Professional Experts

Chang, Sarah X., CCC, to design and present on-site and online informational workshops, facilitating and translating academic processes and performing other duties as assigned for CCC Education Bound US (EBUS) program, for the period 07/01/11 to 12/31/11, to be paid by timecard at \$100.00 per unit, 2.4 units per week for 25 weeks, compensation to be \$6,000.00.

Hawksley-Greer, Ashley B., GWC, to provide professional coordination in all the necessary preparations for the patrons "Chefs for Scholarships" event, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 4.0 units per week for 50 weeks, compensation to be \$2,000.00.

Jereb, Claudia L., CCC, to provide ESL training for not-for-credit Contract Education ESL programs, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.923 units per week for 52 weeks, compensation to be \$10,000.00.

Johnston, Christopher M., GWC, to provide consultation, design, and training for the Foundation donor database, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 4.0 units per week for 50 weeks, compensation to be \$2,000.00.

Mayberry, Shea C., CCC, to provide curatorial services in the Coastline Art Gallery, for the period 06/16/11 to 09/30/11, to be paid by timecard at \$100.00 per unit, 2 units per week for 15 weeks, compensation to be \$3,000.00.

Sta Ana, Christine, CCC, to sing at Graduation Ceremony on 05/14/11, to be paid by timecard at \$10.00 per unit, 20 units per week for 1 week, compensation to be \$200.00.

#### Revision to Previous Board Action

Carrera, Walter A., CCC, to facilitate and present workshops to Quick Books and Accounting Principles for the Rapid Response Special Projects serving small businesses for the Orange County One-Stop Center, for the

period 01/20/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1.333 units per week for 24 weeks, increase compensation from \$2,000.00 to \$3,200.00.

Pao, Shuchiao A., CCC, to provide Human Resources in Small Businesses workshops for the Rapid Response Special Projects serving small businesses for the Orange County One-Stop Center, for the period 12/09/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 3.325 units per week for 30 weeks, increase compensation from \$9,500.00 to \$9,975.00.

Vidrio, Ramiro, CCC, to provide consulting and business workshops for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 12/10/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1.2 units per week for 30 weeks, increase compensation from \$2,000.00 to \$3,600.00.

#### **g. 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:

##### District

Venegas III, Joe Student Trustee	\$290.00 per month
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#### **h. Approval of Sabbatical Leave Requests**

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

Berta, Melissa, OCC, Instructor, Mathematics, cancel Sabbatical for Fall 2011 and Spring 2012.

## **19. Authorization for Independent Contractors**

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**Subject**            **19.01 GWC - Independent Contractors**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          19. Authorization for Independent Contractors  
**Access**            Public  
**Type**                Consent

### **\$10,000 AND OVER**

**IC Name:** Psychological Solutions, Inc., c/o Silveria, Deborah

**Services:** A primary instructor, providing specialized training to Orange County police officers.

**Payment Schedule/Compensation:** \$20,000, NTE \$10,000 per year to be paid \$53 per hour for lectures and \$35 per hour for prep per invoice upon completion of each training

**Term of Agreement:** July 1, 2011 – June 30, 2013

**Source of Funding:** Mental Health Grant funds

**IC Name:** Larson, Douglas

**Services:** Provide production development services for video/web project(s) for the Criminal Justice Training Center.

**Payment Schedule/Compensation:** \$31,000, to be paid in 12 monthly payments of \$2,583.33 (July 2011 through June 2012)

**Term of Agreement:** July 1, 2011 – June 30, 2012

**Source of Funding:** CA Commission on Police Officer Standards and Training Trust funds.

**IC Name:** Rutledge, Devallis

**Services:** Preparation and presentation of Legal Updates and P.O.S.T. Case Law

**Payment Schedule/Compensation:** \$25,000, to be paid \$500 per segment

**Term of Agreement:** 07/01/2011 – 06/30/2012

**Source of Funding:** NMC auxiliary funds

**IC Name:** Whyte, Scott

**Services:** Provide liaison services between CIT training staff and consumer speakers. Instruct Stress Management at each CIT class session. Under direction of OC Mental Health Agency, provide statistics and documents for review.

**Payment Schedule/Compensation:** \$40,000, NTE \$20,000 per year to be paid \$38 per hour upon monthly invoice

**Term of Agreement:** July 1, 2011 – June 30, 2013

**Source of Funding:** Mental Health Grant funds

**IC Name:** Whyte, Scott

**Services:** Liaison between coordinator and panelist, class presenter

**Payment Schedule/Compensation:** \$25,000 to be paid \$38 per hour

**Term of Agreement:** July 1, 2010 – June 30, 2011

**Source of Funding:** Mental Health Grant

(Revision is to increase the total compensation from \$20,000 due to increased work load. Previous Board action: 6/16/10.)

**IC Name:** DeBoer, Leora

**Services:** To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff

**Payment Schedule/Compensation:** \$52,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

(Revision is to increase the total compensation from \$50,000. Previous Board action: 5/19/10.)

IC Name: Care Training Services c/o Waller, Vidella

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$103,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

(Revision is to increase the total compensation from \$100,000. Previous Board action: 5/18/11.)

#### **UNDER \$10,000**

IC Name: Skale, David

Services: To provide entertainment at the Chefs for Scholarships event

Payment Schedule/Compensation: \$280, to be paid to be paid in full at event

Term of Agreement: September 18, 2011

Source of Funding: Foundation Patrons Fundraising events funds

IC Name: JAM Entertainment and Events

Services: End of the Year Luau (Polynesian Show)

Payment Schedule/Compensation: \$500, to be paid June 16, 2011

Term of Agreement: May 11, 2011

Source of Funding: Associated Students funds

IC Name: See below

Services: Speaking panelists during Mental Health for Law Enforcement Officers

Payment Schedule/Compensation: \$1,200 per panelist to be paid \$38 per hour upon completion of monthly training session and submission of Agreement for Services and Release of Liability form.

Term of Agreement: July 1, 2011 – June 30, 2013

Source of Funding: Mental Health Grant funds

Kelly Anderson

Lisa Becker

Theresa Boyd

Tanya Brown

Claudia Goodwin

Suzie Gulshan

Gary Kinzer

Naomi Lonky

Martin Naftel

Mike Ottiger

Mary Palafox

Renee Rowley

Joy Torres

Frank Woodward

**Subject**           **19.02 OCC - Independent Contractors**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          19. Authorization for Independent Contractors  
**Access**           Public  
**Type**             Consent  
**INDEPENDENT CONTRACTOR**

**UNDER \$10,000**

**IC Name:** Commanders Weather Corporation

**Services:** for the purpose of providing specialized and detailed marine weather forecasts for OCC School of Sailing & Seamanship vessels operating offshore

**Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$2,000 for term of Contract.

**Term of Agreement:** July 1, 2011-June 30, 2012

**Source of Funding:** To be paid from Sailing Center Funds

**IC Name:** Jackson, Alexander

**Date:** July 1, 2011 – August 15, 2011

**Services:** design and create keynote presentations with rich content for Art History

**Payment Schedule/Compensation:** To be paid \$1,000.00 when project is completed from Foundation funds.

**IC Name:** FISHMAX.COM

**Services:** For the purpose of maintaining and supplying the Lab School aquarium Payment

**Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$800 for term of Contract.

**Term of Agreement:** July 1, 2011-June 30, 2012

**Source of Funding:** To be paid from Lab School Funds

**IC Name:** San Juan Island Marine Center.

**Services:** Electrical and diesel repair & maintenance to OCC Sailing Vessel "White Raven"

**Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$5,000 for term of Contract.

**Term of Agreement:** July 1, 2011-June 30, 2012

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

**IC Name:** Sea Tek Yachting, Inc.

**Services:** Labor, materials and equipment inspect, repair and paint the masts for OCC Sailing's vessels and donations.

**Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$7,000 for term of Contract.

**Term of Agreement:** July 1, 2011-June 30, 2012

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

**IC Name:** Quinn Power Systems

**Services:** Provide engine service and maintenance for OCC power vessels and Foundation donations

**Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$5,000 for term of Contract.

**Term of Agreement:** July 1, 2011-June 30, 2012

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

IC Name: Bright Side Group (Steve Solomon)  
Services: Speaking services for Green Coast Days  
Payment Schedule/Compensation: Total contract is \$6500; \$5000 for speaking fees and \$1500 for reimbursable travel and lodging expenses.  
Term of Agreement: April 6, 2011  
Source of Funding: Foundation and Ancillary Funds

IC Name: Donnelley, Caitlin  
Services: To perform an External Evaluation of the title III Grant for USDOE Compliance  
Payment Schedule/Compensation: To be paid a one-time fee of \$8000 upon submission of invoice for services rendered  
Term of Agreement: Spring 2011  
Source of Funding: Title III Grant - PMEFunds

IC Name: Susan Gerke, Gerke Consulting & Development  
Services: Performing workshop on Understanding Yourself and Others: Creating a Respectful Workplace  
Payment Schedule/Compensation: total contract amount of \$3143.75, to be paid upon submittal of invoice as work is completed  
Term of Agreement: June 22, 2011  
Source of Funding: To be paid from staff development funds

OVER \$10,000

IC Name: Bell Port Newport Harbor Shipyard  
Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.  
Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$25,000 for term of Contract.  
Term of Agreement: July 1, 2011-June 30, 2012  
Source of Funding: To be paid from Foundation and Sailing Center Funds.

IC Name: Parker, Elizabeth  
Date: June 16, 2011 – January 31, 2012  
Services: fundraising consulting services for planetarium, athletics and alumni of Orange Coast College  
Payment Schedule/Compensation: To be paid \$3000.00 per month as invoiced for June 2011 through January 2012 from Foundation Funds.

IC Name: SS Metal Fabricators  
Services: To provide repair and metal fabrication for OCC Sailing vessels, facility and Foundation donations.  
Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract.  
Term of Agreement: July 1, 2011-June 30, 2012  
Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: LRH Consulting  
Services: to coordinate the CTE Transitions District Grant Project  
Payment Schedule/Compensation: to be paid by monthly invoice a total of \$23,000  
Term of Agreement: July 1, 2011 – June 30, 2012  
Source of Funding: CTE Transitions Grant

IC Name: Jackstin  
Services: to redesign and update the work-based and career development websites  
Payment Schedule/Compensation: to be by invoice to a total \$41,300

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Work Based Collaborative and Career Development Collaborative Grant funds, and Work Based Ancillary account

## REVISIONS TO PREVIOUS BOARD

### INDEPENDENT CONTRACTOR

#### UNDER \$10,000

IC Name: Big Mike Electric

Services: Provide repair service to and installation of electrical equipment to sailing center facilities, docks and boats.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$2000 for term of Contract.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Foundation or Sailing Center Funds  
(prior approval 6/16/2010)

IC Name: Bruce Brown & Associates

Services: for the purpose of providing instruction on the use of safety gear, flares, and liferafts to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard licensing course and Safety at Sea Seminar.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$4,000 for term of Contract. Revision to increase contract amount BY \$2,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(prior approval 6/16/2010)

IC Name: Chem Dry of Irvine/Newport

Services: To provide cleaning and steam cleaning of boat cushions and facility carpet care.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$750 for term of Contract.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(prior approval 6/16/2010)

IC Name: Elliot-Pattison Sailmakers

Services: Provide services to repair torn & damaged Sailing Center Sails and Canvas

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$4,000 for term of Contract. Revision to increase contract amount BY \$2,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(prior approval 6/16/2010)

IC Name: Lewco Electric

Services: For repair and maintenance for Sailing Center vessels

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$4,000 for term of Contract. Revision to increase contract amount BY \$1,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(Prior approval July 21, 2010)

IC Name: Lohman's Yacht Service

Services: for the purpose of providing bottom cleaning services to sailing center boats and donations.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed.

Contract amount \$8,000 for term of Contract. Revision to increase contract amount BY \$4,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds  
(prior approval 6/16/2010)

IC Name: Newport Window Maintenance

Services: To provide monthly exterior cleaning services for all sailing center and crew facility windows.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed.

Contract amount \$2,000 for term of Contract. Revision to increase contract amount BY \$2,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(prior approval 6/16/2010)

IC Name: North Sails Group, LLC

Services: Repair and maintenance to OCC Sailing vessel's sails.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed.

Contract amount \$5,000 for term of Contract. Revision to increase contract amount BY \$3,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.  
(Prior approval July 21, 2010)

IC Name: Simpson, Stephen

Services: To serve as skipper for voyages with students aboard OCC's White Raven in the San Juan Islands and to provide provisioning and maintenance as may be deemed necessary before, during and after a trip from.

Payment Schedule/Compensation: Skipper rate at \$265/day. Maintenance rate at \$25/hr.

Total contract amount is \$6,000 to be paid upon submittal of invoice as work is completed.

AMEND Term of Agreement: May 5, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Foundation and Sailing Center Funds.  
(prior approval May 5, 2010)

IC Name: Steam Master

Services: To provide cushion steam cleaning for OCC Sailing vessels and Foundation Donations.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$500 for term of Contract.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Foundation and Sailing Center Funds.  
(prior approval June 16, 2010)

IC Name: The Mailing Source



Services: for the purpose of preparing, sorting and label affixing for sailing center mailings  
Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$2,000 for term of Contract.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds  
(Prior approval June 16, 2010)

IC Name: Sunset Screen Printing

Services: To provide installation and lettering of signage for OCC Sailing facility and vessels.  
AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$3,000.00 for term of Contract. Revision to increase contract amount BY \$1,000.00.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds (Prior approval June 16, 2010)

IC Name: Tools-R-Us

Services: To provide service and repair to OCC Sailing's shop tools  
AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$1,750.00 for term of Contract. Revision to increase contract amount BY \$1,000.00.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds (Prior approval June 16, 2010)  
(Prior approval June 16, 2010)

IC Name: Valley Power Systems, Inc.

Services: Engine service and maintenance for Sailing Center vessels and Foundation donations.  
AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$5,500.00 for term of Contract. Revision to increase contract amount BY \$3,000.00.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds (Prior approval June 16, 2010)  
(Prior approval July 21, 2010)

IC Name: Warner Boat Sales South

Services: Repair and maintenance of outboard engines  
AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,000.00 for term of Contract. Revision to increase contract amount BY \$3,000.00.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds (Prior approval June 16, 2010)  
(Prior approval July 21, 2010)

#### OVER \$10,000

IC Name: Boatswains Locker

Services: Instruction to OCC Sailing students enrolled in marine diesel classes, and repair and maintenance to vessel engines.  
AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$27,000 for term of Contract. Revision to increase contract amount BY \$12,000.00.  
AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012  
Source of Funding: To be paid from Sailing Center Funds

(prior approval 6/16/2010)

IC Name: Marina Shipyard

Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.

AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed.

Contract amount \$10,000 for term of Contract. Revision to increase contract amount BY \$5,000.00.

AMEND Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds.

(prior approval 6/16/2010)

IC Name: Marrett, Barbara

Services: For the purpose of serving as project manager for the donated vessel "White Raven" berthed in Friday Harbor, WA as well as Alaska Eagle Crew and promoting OCC Sailing Programs at various boat shows in the USA and Canada. Duties include, but are not limited to marine maintenance, serving as skipper/mate when underway and for voyages with students in the San Juan Islands during the fiscal year July 1, 2010 - June 30, 2011.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract.

Term of Agreement: September 16, 2010-June 30, 201. Revision to extend agreement expiration date to June 30, 2012

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

(Prior approval July 21, 2010)

IC Name: Master protection DBA Fire Master

Services: To provide fire extinguisher service and maintenance to OCC Sailing's facility and vessels.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract.

Term of Agreement: September 16, 2010-June 30, 201. Revision to extend agreement expiration date to June 30, 2012

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

(prior approval Sept 15, 2010)

IC Name: South Coast Shipyard Inc.

Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract.

Term of Agreement: Feb 17, 2011-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

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

IC Name: Swift Slip Dock and Pier Builders, Inc.

Services: Labor, materials and equipment to repair and remodel OCC docks as per quote. Permits fees, administration costs and engineering to be billed as an extra upon completion.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$25,000 for term of Contract.

Term of Agreement: May 5, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

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

(prior approval May 5, 2010)

IC Name: Walk on Water Publishing

Services: Design and layout of promotional materials including brochures and flyers for courses and classes offered.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$15,000.00 for term of Contract. Revision to increase contract amount BY \$5,000.00.

Term of Agreement: July 1, 2010-June 30, 2011. Revision to extend agreement expiration date to June 30, 2012

Source of Funding: To be paid from Sailing Center Funds  
(Prior approval June 16, 2010)

**Subject**           **19.03 CCC – Independent Contractors**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          19. Authorization for Independent Contractors  
**Access**           Public  
**Type**             Consent

**The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.**

**\$10,000 AND OVER**

**IC Name:** Pulichino, Joseph

**Services:** Provide on-site program coordination, instructional program facilitation and ESL training for the Contract Education CCC EBUS Program.

**Payment Schedule/Compensation:** \$45,950 payable in 2 equal increments of \$22,975 upon receipt and approval of invoice.

**Term of Agreement:** July 1, 2011 – December 31, 2011

**Source of Funding:** Contract Education Ancillary funds

**IC Name:** McDermott, Virginia

**Services:** To create textbook 2, develop online lessons, and complete final course recommendations for the new Online Public Speaking course.

**Payment Schedule/Compensation:** Create textbook 2 @ \$3,500; develop 7 online lessons @ \$1,200/lesson; and to complete final course recommendations @ \$500 for a total contract of \$12,400.

**Term of Agreement:** July 1, 2011 – June 30, 2012

**Source of Funding:** ISD Ancillary funds

**IC Name:** Rakochy, Wendy A.

**Services:** Coordinate, edit, and format online course; write scripts of animated video presentations for lessons for the new Online Public Speaking course.

**Payment Schedule/Compensation:** 110 days @ \$254.55/day, for a total contract of \$28,000.50.

**Term of Agreement:** July 1, 2011 – June 30, 2012

**Source of Funding:** ISD Ancillary funds

**IC Name:** Abram, Erin

**Services:** Contract Education Military Program outreach and support services on-site at military installations.

**Payment Schedule/Compensation:** \$10,000 paid in 5 increments, upon receipt and approval of invoices.

**Term of Agreement:** July 1, 2011 – December 31, 2011

**Source of Funding:** Contract Education Ancillary funds

**IC Name:** Austin, Natalie

**Services:** Contract Education Military Program outreach and support services on site at military installations.

**Payment Schedule/Compensation:** \$12,700 paid in 5 increments, upon receipt and approval of invoices.

**Term of Agreement:** July 1, 2011 – December 31, 2011

**Source of Funding:** Contract Education Ancillary funds

**IC Name:** Drye, David

**Services:** Contract Education Military Program outreach and support services on site at military installations.

**Payment Schedule/Compensation:** \$21,000 paid in 5 increments, upon receipt and approval of invoices.

**Term of Agreement:** July 1, 2011 – December 31, 2011

**Source of Funding:** Contract Education Ancillary funds

IC Name: Hill, Kalina

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$26,300 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Hughes, Richard Douglas

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$10,700 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Kilby, Shelton

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$14,300 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Lawson, Gloria

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$12,400 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Lutz, Betty

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$17,300 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Menges, Joel

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$18,900 paid in 5 increments, upon receipt and approval of invoices. Term

of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Miscione, Alexander

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$24,100 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Nakanishi, Katrina

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$11,300 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Reardon, Diane

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$19,100 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Reteguiz, Kimberly

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$15,500 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Thomas, Michelle

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$26,300 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Warrick, Robert

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$27,550 paid in 5 increments, upon receipt and approval in invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Wills, Kimberly

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: \$15,100 paid in 5 increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Wiens, Melissa

Services: Navy College Program for Afloat College Education (NCPACE) Program Coordinator.

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

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Contract Education Ancillary funds

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-43, Redesign of Safety CBTS, \$500; SOW #2011-44, Pressure Relief Devices workshop, \$20,400.

Payment Schedule/Compensation: \$20,900 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company 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 #2011-32, Electrical Safe Work Practices, \$24,480; SOW #2011-34, FOTP Systems, \$12,240.

Payment Schedule/Compensation: \$36,720 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company 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 #2011-35, New Hire Safety Orientation for Category A, \$12,460; SOW #2011-36,

PTEC C100 Media Enhancements, \$1,000; SOW #2011-37, Leading Change, \$4,800; SOW #2011-39, Operator Development Roadmap, \$500.

Payment Schedule/Compensation: \$18,760 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company 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 # 2010-28, New Supervisor Nuts & Bolts Training Workshop, \$8,800; SOW # 2010-29, Operator Development Program – Furnaces, \$2,000.

Payment Schedule/Compensation: \$10,800 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Stephenson, Jon

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW # 2010-28, New Supervisor Nuts & Bolts Training Workshop, \$10,831; SOW #2011-37, Leading Change, \$11,764.

Payment Schedule/Compensation: \$22,595 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Smemoe, Kristi

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-36, PTEC C110 Media Enhancements.

Payment Schedule/Compensation: \$10,500 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Lamonte, Denise A.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-38, Ergonomics Policies for Supervisors, \$6,000; SOW #2011-40, Environmental Compliance for New Hires, \$6,000.

Payment Schedule/Compensation: \$12,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

UNDER \$10,000

IC Name: Cotellesse, Cara

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 6 lessons @\$192.50/lesson, for a total contract of \$1,155.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Ehler, Alycia Marie

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 6 lessons @\$192.50/lesson, for a total contract of \$1,155.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Grupas, Angela

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 5 lessons @\$192.50/lesson, for a total contract of \$962.50.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Martinez-Egger, Alma

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 6 lessons @\$192.50/lesson, for a total contract of \$1,155.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Ruppert-Leach, Kristen

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 6 lessons @\$192.50/lesson, for a total contract of \$1,155.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Scott, Imani Michelle

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 5 lessons @\$192.50/lesson, for a total contract of \$962.50.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Thorson, Andrea

Services: To review textbook chapters for books 1 and 2 for the new Online Public Speaking course.

Payment Schedule/Compensation: 6 lessons @\$192.50/lesson, for a total contract of \$1,155.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Curtner, Danielle

Services: Provide help desk response for online courses licensed by Coast Learning Systems, Friday evening, Saturday, Sunday, and all Coast District paid holidays.

Payment Schedule/Compensation: \$12/hr with a maximum of 5 hours per week (prearranged and approved by the Director of Marketing and Partnerships), for a total contract amount of \$1,500.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Escrow account

IC Name: Megill, David W.

Services: Instructional design and programming for 6 online courses distributed by Coast Learning Systems.

Payment Schedule/Compensation: \$500/course upon completion, for a total contract amount of \$3,000.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Escrow account

IC Name: Megill, Donald D.

Services: Instructional design and programming for 6 online courses distributed by Coast Learning Systems.

Payment Schedule/Compensation: \$500/course upon completion, for a total contract amount of \$3,000.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Escrow account

IC Name: Farr, Patti



Services: Review and update course materials based on feedback obtained from pilot testing for the grant funded Technology Based Learning Initiative (ESL for Nurses) project.

Payment Schedule/Compensation: 25 lessons @ \$100/lesson, for a total contract amount of \$2,500.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Technology Based Learning Initiative (TBLI) Grant.

IC Name: Whitt, Kimberly A.

Services: Review and update course materials based on feedback obtained from pilot testing for the grant funded Technology Based Learning Initiative (ESL for Nurses) project.

Payment Schedule/Compensation: 25 lessons @ \$220/lesson, for a total contract amount of \$5,500.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Technology Based Learning Initiative (TBLI) Grant.

IC Name: Oskorus, David

Services: Changes and corrections to Flash based activities based on feedback from pilot testing for the grant funded Technology Based Learning Initiative (ESL for Nurses) project.

Payment Schedule/Compensation: 25 lessons @ \$202/lesson, for a total contract amount of \$5,050.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Technology Based Learning Initiative (TBLI) Grant.

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW # #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques.

Payment Schedule/Compensation: \$5,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company 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 # #2011-35, New Hire Safety Orientation for Category A \$4,300; SOW # #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques, \$500.

Payment Schedule/Compensation: \$4,800 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Oskorus, David

Services: Under the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), Development of Interactive Pages in Flash for Chevron SOW #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques, \$5,000.

Payment Schedule/Compensation: \$5,000 paid at 50% upon delivery of first version and 50% upon approval of final version after feedback is incorporated.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Academies for Social Entrepreneurship

Services: Facilitate program on Social Entrepreneurship for clients at the Irvine and Westminster Orange County One-Stop Centers.

Payment Schedule/Compensation: Invoiced monthly for services rendered, \$12,500.

Term of Agreement: June 16, 2011 through November 17, 2011

Source of Funding: Wells Fargo Grant

IC Name: Accardi, Millicent

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-41, Honeywell Basics – Analysis Phase.

Payment Schedule/Compensation: \$3,000 to be paid upon completion and acceptance of project analysis.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Timphony, Scarlet

Services: Research and grant development for economic development.

Payment Schedule/Compensation: 35 hours at \$100/per hour; \$3,500.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: General funds

IC Name: Chapman, Sue

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$7,100 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Choi, Ann

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$4,400 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Davis, Roderick

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$6,700 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Fellows, Brandy

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: Revision is to increase the contract amount by \$2,000 for a total revised contract amount of \$15,560 (Prior Board Approval: 3/2/11)

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

Source of Funding: Contract Education ancillary funds

IC Name: Flint, Foster

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$4,300 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Herald, John

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$4,700 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Jasinski, Cheryl

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$3,900 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Shadday, Dianna

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$6,100 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Stinson, Monique

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$4,800 paid in 5 increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2011 – December 31, 2011

Source of Funding: Contract Education Ancillary funds

IC Name: Dixon, Camille

Services: Perform and record voice pick-ups over narration segments for the grant funded Technology Based Learning Initiative (ESL for Nurses) project.

Payment Schedule/Compensation: Up to \$1,000 upon completion of voice-over pick-ups for project; total contract of \$1,000.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Technology Based Learning Initiative (TBLI) Grant.

IC Name: Knight, Jim

Services: Recording scripted dialogue for the new Online Public Speaking course.

Payment Schedule/Compensation: Up to 10 voice-over dialogues @\$40/each for a total contract of \$400.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: BaliDali Productions, Inc.

Services: Recording scripted dialogue for the new Online Public Speaking course.

Payment Schedule/Compensation: Up to 10 voice-over dialogues @\$40/each for a total contract of \$400.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Dew, Vernon

Services: Recording scripted dialogue for the new Online Public Speaking course.

Payment Schedule/Compensation: Up to 10 voice-over dialogues @\$40/each for a total contract of \$400.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: ISD Ancillary funds

IC Name: Koenig, William

Services: Voice-over narration for Chevron SOW #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques.

Payment Schedule/Compensation: \$500

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Vander Velde, Thomas M.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-34, FOTP Systems.

Payment Schedule/Compensation: \$7,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company 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 #2011-38, Ergonomics Policies for Supervisors.

Payment Schedule/Compensation: \$2,500 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Ryther, Susan

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2010-02, Ross Hill Maintenance Job Aids, \$1,350; SOW #2010-22, Maintenance TRM Training Support – Phase I, \$7,800.

Payment Schedule/Compensation: \$9,150 upon completion of project.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Accardi, Millicent

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2010-20, Safety Instrumented Systems, \$3,005; SOW #2010-25, Maintenance /Temp Company Rep Training, \$750; SOW #2010-29, Operator Development Program-Furnaces, \$5,100.

Payment Schedule/Compensation: \$8,855 upon completion of project deliverables.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-28, New Supervisor Nuts & Bolts Training Workshop.

Payment Schedule/Compensation: \$8,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques.

Payment Schedule/Compensation: \$5,000 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company 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 #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques, \$500.

Payment Schedule/Compensation: \$500 paid by percentage of completion of project deliverables broken down into 5 stages of completion.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Oskorus, David

Services: Under the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), Development of interactive pages in Flash for Chevron SOW #2011-43, Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques, \$5,000.

Payment Schedule/Compensation: \$5,000 paid at 50 percent upon delivery of first version and 50 percent upon approval of final version after feedback is incorporated.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Accardi, Millicent

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-41, Honeywell Basics – Analysis Phase.

Payment Schedule/Compensation: \$3,000 to be paid upon completion and acceptance of project analysis.

Term of Agreement: June 16, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

#### REVISION TO PREVIOUS BOARD ACTION

#### UNDER \$10,000

IC Name: Wilcox, Susan

Services: To edit and finalize Statistics Student Guide lessons.

Payment Schedule/Compensation: 32 lessons @ \$200/lesson, for a total contract of \$6,400.

Term of Agreement: August 19, 2010 – June 30, 2011 (Revision is to extend ending date. Prior Board Approval: 8/18/10)

Source of Funding: Funds received from Bedford, Freeman & Worth publishers for this project.

IC Name: Fellows, Brandy

Services: Contract Education Military Program outreach and support services on site at military installations.

Payment Schedule/Compensation: Revision is to increase the contract amount by \$2,000 for a total revised contract amount of \$15,560 (Prior Board Approval: 3/2/11)

Term of Agreement: July 1, 2011 – June 30, 2011

Source of Funding: Contract Education Ancillary funds

**Subject**           **19.04 DIST - Independent Contractors**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          19. Authorization for Independent Contractors  
**Access**           Public  
**Type**             Consent

**IC Name:** Water Safety Resources

**Services:** Conduct Cardio-Pulmonary Resuscitation (CPR)/ Automated External Defibrillator (AED) /First Aid training to District employees.

**Payment Schedule/Compensation:** \$650 per each 5-hour session; two sessions to be offered for a total of \$1,300.00. Payment after services rendered and invoice received.

**Terms of Agreement:** Conduct training on June 23, 2011 and June 30, 2011, at Coastline College.

**Source of Funding:** District Wellness Committee

**IC Name:** Susan Woolley

**Services:** Conduct Investigations of personnel matters, as requested by the District.

**Payment Schedule/Compensation:** Payment of \$250 per hour in 1/10 hour increments, and exclusive of travel costs. Time spent in transit but not working directly on services pursuant to this contract to be compensated at \$125 per hour; time spent in transit working directly on services pursuant to this contract to be compensated at \$250 per hour. Additional out-of-pocket expenses to be paid as outlined in the agreement. Payment to be made after services rendered and invoices received. This is a non-standard agreement that has been reviewed by General Counsel. (A copy of the contract is attached to this Agenda as Attachment 28.)

**Terms of Agreement:** June 16, 2011 – June 30, 2012

**Source of Funding:** District Funds

## **20. Authorization for Professional Development Program**

**Subject**            **20.01 DIST - Professional Development**  
**Meeting**           **Jun 15, 2011 - Regular Meeting**  
**Category**         **20. Authorization for Professional Development Program**  
**Access**            **Public**  
**Type**               **Consent**

### **OPTION I - TUITION, BOOKS, AND FEES:**

Name	Course/Seminar	Date	Amount
Helen Quach Course Assistant CCC	10132 CRJU 495 - Internships CSU Fullerton	05/31/11 – 08/05/11	\$692.60
Joanna Lowe Purchasing Clerk Dist	PRX 340 Advance Purchasing Concepts Cal State Domin	04/04/11 – 07/01/11	\$650.00
William G. Knowles System Analyst I OCC	PMP Credential Exam Project Management Institute	March 5, 2011	\$555.00

## **21. Authorization for Staff Development**

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<b>Subject</b>	<b>21.01 GWC - Staff Development</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	21. Authorization for Staff Development
Access	Public
Type	Consent

### **Psychology Department Symposium**

**Date(s):** September 2, 2011

**Purpose:** The main objective of the workshop will be for FT faculty to work with PT faculty on the SLO assessments data we are to have for the accreditation visit. We also plan to ask the SLO Coordinator assigned to our area to come and speak to us.

**Cost/Purpose/Funding Source:** \$150 for food from the Workshops and Conferences Professional Development funds.

### **English Department Symposium**

**Date(s):** October 21, 2011

**Purpose:** To share and compile successful teaching practices such as good lesson plans, classroom assessment tools, grading rubrics and so on.

**Cost/Purpose/Funding Source:** \$360 for food from Workshops and Conferences Professional Development funds.

### **Library Department Symposium**

**Date(s):** October 13, 2011

**Purpose:** To welcome faculty members into the new library to learn about its new service and resources.

**Cost/Purpose/Funding Source:** \$750 for food from Workshops and Conferences Professional Development funds.

### **Writing and Reading Center Department Symposium**

**Date(s):** October 7, 2011

**Purpose:** A discussion and presentation of Writing Center curriculum, affective tutoring strategies, rubrics, and course outlines.

**Cost/Purpose/Funding Source:** \$225 for food from Workshops and Conferences Professional Development funds.

### **Counseling Department Symposium**

**Date(s):** May 5, 2011

**Purpose:** Basic Skills and Veteran Counseling Tools for Student Success.

**Cost/Purpose/Funding Source:** \$360 for food from Workshops and Conferences Professional Development funds.

(Revision is to change the date from 4/7/11. Previous Board action: 1/19/11.)



## **22. Approval of Purchase Orders**

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**Subject**            **22.01 DIST -Purchase Orders**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**          22. Approval of Purchase Orders  
**Access**            Public  
**Type**                Consent

### **File Attachments**

[PurchaseOrderDIST.pdf \(16 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0323917	Dennison Electric Inc Newport Beach Learning Center Category X - Electrical. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,929,000.00
P0323916	West-Tech Mechanical Inc Newport Beach Learning Center Category W - HVAC. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,635,000.00
P0323907	Best Contracting Services Inc Newport Beach Learning Center Category L - Glass & glazing/metal panels. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,538,500.00
P0323904	Anderson Charnesky Structural Steel Inc Newport Beach Learning Center Category I - Structural steel/misc metals. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	1,629,863.00
P0323908	Superior Wall Systems Inc Newport Beach Learning Center Category M - Framing/drywall/lath & plaster. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	1,047,500.00
P0323906	F Rodgers Corp Newport Beach Learning Center Category K - Roofing/waterproofing/sheet metal. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	957,788.00
P0323911	Continental Flooring Inc Newport Beach Learning Center Category P - Flooring. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	567,126.00
P0323912	Link-Nilsen Corp Newport Beach Learning Center Category U - Fire protection. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	485,750.00
P0323903	Pierre Sprinkler & Landscape Newport Beach Learning Center Category F - Landscaping/irrigation. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6120	336,579.00
P0323913	CT Georgiou Painting Co Newport Beach Learning Center Category Q - Painting. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	277,470.00
P0323909	Southcoast Acoustical Interiors Inc Newport Beach Learning Center Category N - Acoustical ceiling. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	264,990.00
P0323914	Inland Building Construction Cos Inc	CCC-GB	6254	245,000.00

Newport Beach Learning Center Category R - Specialties/toilet partitions & accessories signage. Bid #1992 (GOB) Board Date: 03/16/11				
P0323915	Inland Building Construction Cos Inc Newport Beach Learning Center Category T - Elevators. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	234,800.00
P0323905	Cuyamaca Const Inc Newport Beach Learning Center Category J - Rough carpentry. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	197,000.00
P0323910	Inland Pacific Tile Inc Newport Beach Learning Center Category O - Ceramic Tile. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	164,700.00
P0323969	UCMI Inc OCC, GWC, CCC DSA open projects close out. Board Date: 05/4/11 (Capital Outlay)	DIS	5899	41,600.00
P0323885	Dell Higher Education Computer server for Student Success Ctr	OCC	6402	33,634.81
P0323854	Argus Contracting LP Asbestos abatement for Buildings 35, 37 & 41 (GOB)	OCC-GB	6269	33,200.00
P0323823	ACCT Chancellor Search 2011 consultant	DIS	5899	30,000.00
P0323939	PGINET Consulting IC for development of student roadmap & tracking system. Board Date: 05/04/11	CCC	5112	28,200.00
P0323873	Xerox Corp CCCD truck load of white copier paper	SB	4310	24,618.83
P0323868	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	17,838.44
P0323860	Digital Networks Group Inc Classroom instructional AV cart & equipment. Project #AB6835 (GOB)	OCC-GB	6250	15,562.34
P0323864	Digital Networks Group Inc Classroom Instructional AV cart & equipment. Project #AB6839(GOB)	OCC-GB	6250	15,562.34
P0323867	Digital Networks Group Inc Classroom instructional AV cart & equipment. Project #AB6837 (GOB)	OCC-GB	6250	15,562.34
P0323865	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	15,462.41
P0323859	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	14,820.00

## Purchase Orders

P0323863	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	12,878.74
P0323874	Vital Link OC Open PO for planning & development of Coast District Externship & soft skill events	DIS	5899	12,776.00
P0323853	Parsons Commercial Technology Group District Master Sustainability Project Plan	DIS	6269	11,700.00
P0323936	Clarks Auto Hybrid electric vehicles for Automotive classroom	DIS	6403	11,500.00
P0323872	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	10,581.80
P0323831	Electro Systems Electric	OCC	5112	9,725.00
P0323869	Digital Networks Group Inc	OCC-GB	6250	8,940.95
P0323933	Continental Painting Inc	DIS	6120	8,567.00
P0323835	SEWUP JPA	GWC-GB	5472	8,437.00
P0323830	MS Rouse Co	OCC	6250	8,290.00
P0323851	Metroline Inc	DIS	5657	8,091.00
P0323877	Digital Networks Group Inc	OCC-GB	6250	7,947.55
P0323838	RR Donnelley	GWC	4321	7,536.95
P0323961	Interior Office Solutions Inc.	CCC	4312	7,407.39
P0323889	LRH Consulting	DIS	5899	7,000.00
P0323919	Verizon Wireless	CCC	5519	6,500.00
P0323965	Premier Solutions Inc	DIS	5899	6,232.09
P0323837	Advanced Web Offset Inc	GWC	4321	5,328.75
P0323829	Farr, Patricia	CCC	5112	5,000.04
P0323954	Infinity Designs	CCC	5851	4,893.75
P0323832	Keenan & Associates	GWC-GB	5472	4,861.75
P0323899	Verizon Wireless	CCC	4312	4,655.10
P0323958	Sport & Cycle Inc	GWC	4312	4,468.61
P0323943	Health Fax	DIS	5899	4,400.00
P0323857	Digital Networks Group Inc	OCC-GB	6250	3,980.07
P0323870	Digital Networks Group Inc	OCC-GB	6250	3,972.00
P0323902	Enterprise Training Solutions	OCC	5699	3,950.00
P0323930	Embee Technologies	OCC	6250	3,904.29
P0323861	Digital Networks Group Inc	OCC-GB	6250	3,880.14
P0323862	Digital Networks Group Inc	OCC-GB	6250	3,880.14
P0323858	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323871	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323880	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323881	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323882	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323884	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323856	Apple Computer Inc	CCC	6412	3,731.83
P0323937	UPS Protection Inc	DIS	5657	3,699.67
P0323834	Keenan & Associates	GWC-GB	5472	3,661.00
P0323855	Hoover Printing & Lithography Inc	OCC	4321	3,500.00

## Purchase Orders

P0323942	Passport Health Inc	DIS	5899	3,500.00
P0323839	Western Graphics Plus	GWC	4312	3,412.50
P0323849	CDWG	CCC	4312	3,190.35
P0323842	Troxell Communications Inc	GWC	4315	2,884.05
P0323932	B & P Services Inc	DIS	6411	2,740.00
P0323827	GovConnection Inc	DIS	4315	2,725.61
P0323967	Dell Higher Education	GWC	6412	2,718.09
P0323957	Pyro-Comm Systems Inc	CCC	5899	2,500.00
P0323927	Time Dated Services	DIS	4310	2,330.00
P0323925	Water Safety Resources	DIS	5899	2,240.00
P0323897	Emergency Medical Products Inc	OCC	4312	2,113.97
P0323850	Apple Computer Inc	DIS	4312	1,858.56
P0323968	Troxell Communications Inc	CCC	4401	1,807.43
P0323922	Edits	CCC	4312	1,697.56
P0323920	ATI/Assessment Technology Institute	GWC	4312	1,631.25
P0323847	Preferred Crane Services	DIS	5899	1,540.00
P0323960	2-1-1 Orange County	CCC	5899	1,500.00
P0323828	ATI/Assessment Technology Institute	GWC	4312	1,359.38
P0323926	SARS Software Products Inc	OCC	5638	1,350.00
P0323951	Amer Council on Education	CCC	4285	1,253.87
P0323929	Office Depot	CCC	4312	1,205.73
P0323866	Digital Networks Group Inc	OCC-GB	6250	1,196.54
P0323955	Infinity Designs	CCC	4321	1,196.25
P0323878	Digital Networks Group Inc	OCC-GB	6250	1,195.54
P0323888	Pivot Point Int'l Inc	OCC	4312	1,172.32
P0323825	Odyssey Power Corp	OCC	5657	1,099.92
P0323846	JW Pepper & Son Inc	GWC	4312	1,087.50
P0323921	MCM	GWC	4312	1,082.06
P0323876	Customguide Inc	DIS	5638	1,025.00
P0323892	Memory Suppliers Inc	OCC	4312	991.80
P0323928	Office Depot	CCC	4312	947.43
P0323963	Office Depot	CCC	4312	940.79
P0323962	VMI Inc	CCC	4401	927.41
P0323950	Office Depot	CCC	4312	895.55
P0323953	Blue Sky Outfitters	GWC	4312	827.86
P0323852	Pacific Blue Micro	OCC	4312	799.13
P0323931	Pacific Blue Micro	OCC	6250	797.13
P0323841	Amtech Elevator Services	CCC	5655	790.00
P0323964	Office Depot	CCC	4312	774.05
P0323875	CIT Technology Fin Serv Inc	GWC	5682	771.05
P0323843	Freestyle Photographic Supplies	GWC	4312	700.00
P0323896	Emergency Medical Products Inc	OCC	4312	625.78
P0323947	Int'l Business Machines Corp	CCC	5699	605.40
P0323938	Cress, Douglas	OCC	4312	593.84
P0323890	VEX Robotics Inc	OCC	4312	567.48
P0323893	Sasco	OCC	4312	567.00
P0323848	Apexlamps	GWC	4401	526.35
P0323918	Workplace Resource	DIS	4312	518.25
P0323956	Amazon.com	CCC	4312	505.65

Purchase Orders

P0323895	Wards Natural Science	OCC	4312	502.43
P0323844	Southcoast Shortload	CCC	5899	500.00
P0323949	Office Depot	CCC	4312	495.83
P0323833	Keenan & Associates	GWC-GB	5472	464.06
P0323948	Office Depot	CCC	4312	394.85
P0323824	Island Color Inc	OCC	4312	393.68
P0323898	NASFAA	OCC	5899	385.00
P0323900	OCLC Inc	OCC	5110	373.84
P0323894	Emergency Medical Products Inc	OCC	4312	353.87
P0323924	Ipswitch Inc	CCC	5699	345.00
P0323845	Spartan Tool LLC	CCC	4312	333.86
P0323945	Office Depot	GWC	4315	325.71
P0323923	Pocket Nurse	GWC	4312	309.94
P0323887	Alpha Card Systems LLC	OCC	4312	292.10
P0323940	Apple Computer Inc	OCC	5657	291.45
P0323952	Amsterdam Printing & Litho	GWC	4312	289.31
P0323946	TechSmith Corp	DIS	5699	288.00
P0323941	Grainger	OCC	4312	230.01
P0323891	Lakeshore Learning Materials	OCC	4312	225.51
P0323826	Benner Metals Corp	OCC	4312	213.15
P0323840	Apex Audio Inc	GWC	4315	194.66
P0323966	Office Depot	GWC	4312	175.00
P0323883	Seal's Compressed Gases	OCC-GB	4312	154.42
P0323944	Time Clock Sales & Service Co Inc	DIS	5638	128.00
P0323934	Wall Street Journal	CCC	5306	119.00
P0323836	Office Depot	DIS	4312	85.86
P0323935	Follett Higher Education Group Inc #1181	GWC	4312	40.00
P0323959	Educause	OCC	5699	40.00
P0323886	Hitt Marking Devices Inc	DIS	4312	18.81
<b>Total</b>				<b><u>15,123,487.32</u></b>

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

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0323917	Dennison Electric Inc Newport Beach Learning Center Category X - Electrical. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,929,000.00
P0323916	West-Tech Mechanical Inc Newport Beach Learning Center Category W - HVAC. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,635,000.00
P0323907	Best Contracting Services Inc Newport Beach Learning Center Category L - Glass & glazing/metal panels. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	2,538,500.00
P0323904	Anderson Charnesky Structural Steel Inc Newport Beach Learning Center Category I - Structural steel/misc metals. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	1,629,863.00
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P0323911	Continental Flooring Inc Newport Beach Learning Center Category P - Flooring. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	567,126.00
P0323912	Link-Nilsen Corp Newport Beach Learning Center Category U - Fire protection. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	485,750.00
P0323903	Pierre Sprinkler & Landscape Newport Beach Learning Center Category F - Landscaping/irrigation. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6120	336,579.00
P0323913	CT Georgiou Painting Co Newport Beach Learning Center Category Q - Painting. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	277,470.00
P0323909	Southcoast Acoustical Interiors Inc Newport Beach Learning Center Category N - Acoustical ceiling. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	264,990.00
P0323914	Inland Building Construction Cos Inc	CCC-GB	6254	245,000.00

	Newport Beach Learning Center Category R - Specialties/toilet partitions & accessories signage. Bid #1992 (GOB) Board Date: 03/16/11			
P0323915	Inland Building Construction Cos Inc Newport Beach Learning Center Category T - Elevators. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	234,800.00
P0323905	Cuyamaca Const Inc Newport Beach Learning Center Category J - Rough carpentry. Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	197,000.00
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P0323864	Digital Networks Group Inc Classroom Instructional AV cart & equipment. Project #AB6839(GOB)	OCC-GB	6250	15,562.34
P0323867	Digital Networks Group Inc Classroom instructional AV cart & equipment. Project #AB6837 (GOB)	OCC-GB	6250	15,562.34
P0323865	Digital Networks Group Inc Classroom instructional AV cart & equipment (GOB)	OCC-GB	6250	15,462.41
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P0323835	SEWUP JPA	GWC-GB	5472	8,437.00
P0323830	MS Rouse Co	OCC	6250	8,290.00
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P0323877	Digital Networks Group Inc	OCC-GB	6250	7,947.55
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P0323961	Interior Office Solutions Inc	CCC	4312	7,407.39
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P0323919	Verizon Wireless	CCC	5519	6,500.00
P0323965	Premier Solutions Inc	DIS	5899	6,232.09
P0323837	Advanced Web Offset Inc	GWC	4321	5,328.75
P0323829	Farr, Patricia	CCC	5112	5,000.04
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P0323862	Digital Networks Group Inc	OCC-GB	6250	3,880.14
P0323858	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323871	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323880	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323881	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323882	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323884	Digital Networks Group Inc	OCC-GB	6250	3,872.07
P0323856	Apple Computer Inc	CCC	6412	3,731.83
P0323937	UPS Protection Inc	DIS	5657	3,699.67
P0323834	Keenan & Associates	GWC-GB	5472	3,661.00
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P0323827	GovConnection Inc	DIS	4315	2,725.61
P0323967	Dell Higher Education	GWC	6412	2,718.09
P0323957	Pyro-Comm Systems Inc	CCC	5899	2,500.00
P0323927	Time Dated Services	DIS	4310	2,330.00
P0323925	Water Safety Resources	DIS	5899	2,240.00
P0323897	Emergency Medical Products Inc	OCC	4312	2,113.97
P0323850	Apple Computer Inc	DIS	4312	1,858.56
P0323968	Troxell Communications Inc	CCC	4401	1,807.43
P0323922	Edits	CCC	4312	1,697.56
P0323920	ATI/Assessment Technology Institute	GWC	4312	1,631.25
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P0323960	2-1-1 Orange County	CCC	5899	1,500.00
P0323828	ATI/Assessment Technology Institute	GWC	4312	1,359.38
P0323926	SARS Software Products Inc	OCC	5638	1,350.00
P0323951	Amer Council on Education	CCC	4285	1,253.87
P0323929	Office Depot	CCC	4312	1,205.73
P0323866	Digital Networks Group Inc	OCC-GB	6250	1,196.54
P0323955	Infinity Designs	CCC	4321	1,196.25
P0323878	Digital Networks Group Inc	OCC-GB	6250	1,195.54
P0323888	Pivot Point Int'l Inc	OCC	4312	1,172.32
P0323825	Odyssey Power Corp	OCC	5657	1,099.92
P0323846	JW Pepper & Son Inc	GWC	4312	1,087.50
P0323921	MCM	GWC	4312	1,082.06
P0323876	Customguide Inc	DIS	5638	1,025.00
P0323892	Memory Suppliers Inc	OCC	4312	991.80
P0323928	Office Depot	CCC	4312	947.43
P0323963	Office Depot	CCC	4312	940.79
P0323962	VMI Inc	CCC	4401	927.41
P0323950	Office Depot	CCC	4312	895.55
P0323953	Blue Sky Outfitters	GWC	4312	827.86
P0323852	Pacific Blue Micro	OCC	4312	799.13
P0323931	Pacific Blue Micro	OCC	6250	797.13
P0323841	Amtech Elevator Services	CCC	5655	790.00
P0323964	Office Depot	CCC	4312	774.05
P0323875	CIT Technology Fin Serv Inc	GWC	5682	771.05
P0323843	Freestyle Photographic Supplies	GWC	4312	700.00
P0323896	Emergency Medical Products Inc	OCC	4312	625.78
P0323947	Int'l Business Machines Corp	CCC	5699	605.40
P0323938	Cress, Douglas	OCC	4312	593.84
P0323890	VEX Robotics Inc	OCC	4312	567.48
P0323893	Sasco	OCC	4312	567.00
P0323848	Apexlamps	GWC	4401	526.35
P0323918	Workplace Resource	DIS	4312	518.25
P0323956	Amazon.com	CCC	4312	505.65

## **23. Ratification / Approval of Checks**

## **24. Check List for General Obligation Bond Fund**

## **25. Authorization for Special Payments**

## **26. Approval of Agreements**

**Subject** 26.01 DIST - Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.

**Meeting** Jun 15, 2011 - Regular Meeting

**Category** 26. Approval of Agreements

**Access** Public

**Type** Discussion

**Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.**

### **1. Background**

School Services of California, Inc. has been a major resource in providing services to aid the District in carrying out its fiscal and policy responsibilities regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues.

### **2. Goal/Purpose**

- a. Deliver one copy of each edition of the *Community College Update* and one copy of the California Community College's annual budget, including capital outlay provisions.
- b. Access to information on Consultant's Internet website regarding major community college fiscal issues.
- c. Receive review and analysis of all major legislative bills having an impact on community colleges.
- d. Gain first-hand review and materials from meetings held by the State Chancellor's Office.
- e. Receive counsel relating to education mandated programs.

### **3. Comments**

No increase of fee from previous years.

### **4. Recommendation Statement**

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given by the Board to renew a professional consultant agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign this agreement. (See Attachment # 6 ).

### **5. Fiscal Review and Impact**

\$4,200 annually, plus "expenses" payable at \$350 per month upon billing from Consultant.

Administrative File Attachments

[School Services of CA Agreement 2011-2012.pdf \(64 KB\)](#)



- 23. Ratification/Approval of Checks
- 24. Check List for General Obligation Bond Fund
- 25. Authorization for Special Payments- None

NUMBER	NAME OF VENDOR	AMOUNT
0156518	PacifiCare of California Medical Premiums	584,443.12
0157156	Medco Health Solutions Inc Medical Premiums	301,291.20
0156627	Kaiser Foundation Health Plan Inc Medical Premiums	288,969.91
0156407	Medco Health Solutions Inc Medical Prescription Claims	214,418.07
0156166	ACSIG Dental / Edge District Dental Claims and Admin Fees	205,632.16
0157498	Coast Community College Dist CCCD Medical Claims	203,768.63
0155932	Medco Health Solutions Inc Medical Prescription Claims	199,204.54
0156046	Coast Community College Dist CCCD Medical Claims	194,599.88
0156512	Coast Community College Dist CCCD Medical Claims	185,656.42
0157016	Coast Community College Dist CCCD Medical Claims	176,178.81
0155931	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0157313	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0155930	Coast Community College Dist CCCD Medical Claims	154,862.61
0156715	Coast Community College Dist CCCD Medical Claims	152,273.39
0156169	Coast Community College Dist CCCD Medical Claims	142,375.13
0156286	Coast Community College Dist CCCD Medical Claims	140,502.09
0156648	Constellation NewEnergy Inc Electricity District Wide	129,063.40
0155927	Cambridge West Partnership LLC Vision 2020 District Facilities Master Plan	107,215.00
0156689	Southern Calif Edison Co Electricity District Wide	103,718.63
0156814	ROI Networks Inc SMA for District's centralized voice mail system	89,526.12
0155871	Dell Higher Education Computer servers for Health information Tech	71,760.32
0156410	Reliastar Life Insurance Co	70,153.78

	Life Insurance Premiums	
0155986	Pacific Blue Micro	57,737.40
	Computer hardware, software infrastructure upgrade	
0156433	CCCD - SEOG	40,430.00
	SEOG GWC & OCC	
0156712	Cambridge West Partnership LLC	36,425.00
	Vision 2020 District Facilities Master Plan	
0156263	The Irvine Co LLC	36,156.59
	Lease payment for One-Stop Center - Irvine	
0155949	Cambridge West Partnership LLC	35,637.00
	Provide GWC Educational Master Plan Upgrade	
0156421	Avalon Center at Garden Grove	35,341.90
	Annual lease payment for One Stop Center in GG	
0156411	Reliastar Life Insurance Co	33,718.26
	Reinsurance Premiums	
0156435	CompuCom Systems Inc	33,056.62
	Software upgrade and support for Health Science	
0157234	Burke Williams & Sorensen LLP	31,964.80
	District Board General Counsel Legal Service	
0156300	Burke Williams & Sorensen LLP	30,387.60
	District Board General Counsel Legal Service	
0156626	Foundation for Calif Comm. Colleges	30,115.93
	2011/2012 Fusion Fee	
0156170	Delta Health Systems	27,778.00
	Medical Administrative Fees	
0157310	Delta Health Systems	27,696.00
	Medical Administrative Fees	
0156409	Reliastar Life Insurance Co	27,027.15
	Long Term Disability Premiums	
0156510	Turf Star Inc	26,981.91
	Toro Ride on Mover	
0157423	Coast Community College Dist	26,102.00
	EOPS/CARE OCC	
0156325	Employment Development Dept-EDD	24,633.93
0157500	Vision Service Plan	23,949.52
0156825	SMS Systems Maintenance Services Inc	22,452.48
0156520	Accrediting Commission-CJC	21,818.00
0156401	Waxie Sanitary Supply	21,282.90
0156173	Vision Service Plan	21,006.02
0156905	Eaton Cummings Group Partnership	20,000.00
0156706	OCC Food Services	19,266.46
0156976	Xerox Corp	19,087.44
0155958	College Board	18,848.00
0155707	Blackboard Inc	17,000.00
0157481	Xerox Corp	16,657.80
0156167	Blue Cross	16,656.08

0157308	Blue Cross	16,601.20
0156878	ACCT	15,823.39
0155951	CCC Sac	15,781.50
0156642	Certified Transportation Services Inc	15,454.18
0156394	The Gas Co	14,400.17
0157482	Lale Yurtseven	14,000.00
0156607	SVM LP	13,525.00
0157425	Constellation NewEnergy Inc	13,372.20
0156737	CCCD Student Refunds	13,009.00
0157479	Waxie Sanitary Supply	12,992.52
0156786	MMi Direct Mail Communications	12,785.77
0156666	Mesa Consolidated Water Dist	12,540.45
0156230	OC Auditor-Controller	12,441.00
0156130	Southern Calif Edison Co	12,217.95
0157462	Southern Calif Edison Co	11,906.05
0157445	Mesa Consolidated Water Dist	11,821.87
0155991	Professional Personnel Leasing Inc	11,787.33
0155864	Atkinson Andelson Loya Ruud & Romo	11,091.54
0156269	UC Regents	10,417.00
0157469	Unisource Worldwide Inc	10,279.98
0155982	OC Treasurer-Tax Collector	10,253.50
0155968	GWC Foundation	10,000.00
0155996	Saddleback College Foundation	10,000.00
0155784	David Oskorus	9,960.00
0156949	San Bernardino Community College Dist	9,799.89
0157444	LRH Consulting	9,216.00
0157495	Tafoya & Associates	9,126.94
0156956	Southern Calif Edison Co	9,052.48
0155810	Southern Calif Edison Co	8,768.43
0157297	Xerox Corp	8,708.41
0157424	College of the Desert	8,651.00
0156191	City of Huntington Beach	8,557.46
0156258	Spicers Paper Inc	8,556.46
0156574	Marsh Risk & Insurance Svcs	8,342.00
0155961	Dell Higher Education	8,287.50
0156466	OCC Ancillary#1000-24750-8070	8,000.00
0156672	OC Treasurer-Tax Collector	7,958.00
0156312	Coast Community College Dist	7,950.00
0156327	Follett Higher Education Group Inc #1094	7,612.04
0156606	SunGard Higher Education Inc	7,611.53
0155718	ControlWorks Inc	7,556.72
0156240	PGINET Consulting	7,451.00
0156545	Coast Community College Dist	7,429.00
0157242	Education 4 Work	7,000.00
0156069	Collegenet Inc	6,995.00
0157468	Union Bank	6,973.40



0155883	Mesa Consolidated Water Dist	6,920.29
0156185	California State Automobile Association	6,905.62
0156071	Constellation NewEnergy Inc	6,888.54
0156354	KPSS Inc	6,587.82
0156307	CCCD - SEOG	6,559.00
0156140	Townsend Public Affairs Inc	6,550.00
0157465	Townsend Public Affairs Inc	6,550.00
0155744	GWC Admissions & Records	6,520.00
0156830	Studica Inc	6,500.00
0156938	Ovid Technologies Inc	6,480.00
0155910	Union Bank	6,336.40
0155821	Thyssenkrupp Elevator	6,192.00
0157446	Michael Cooperman	6,060.00
0156196	Constellation NewEnergy Inc	6,050.65
0156581	OCC Ancillary #1000-24750-5120	6,050.00
0155835	Xerox Corp	6,046.08
0156277	Xerox Corp	5,801.39
0156150	Vital Link OC	5,771.00
0156276	World-Wide Fire Inc	5,760.00
0157429	Richard Ghidella	5,750.00
0155855	Andtech Corporation	5,748.00
0157291	Total Recall Captioning Inc	5,662.50
0156489	The Gas Co	5,613.37
0157232	Bill's Camera	5,519.75
0156171	First Colony Life Insurance Co	5,518.20
0156937	Office Depot	5,437.45
0156488	The Gas Co	5,423.13
0156833	Union Bank	5,391.78
0157241	Dell Higher Education	5,346.42
0156429	Business Properties Partnership No 15	5,312.03
0157256	Int'l Business Machines Corp	5,254.78
0156443	Donation Automation Corp	5,250.00
0156199	Dell Higher Education	5,212.88
0155812	Spicers Paper Inc	5,155.36
0156837	West Coast Technology	5,125.00
0156971	VWR Int'l Inc	5,123.17
0156005	Synegi Inc	5,044.00
0156556	Patricia Farr	5,000.00
0157442	Rosemary Kim	5,000.00
0156481	Snap-On Tools	4,995.65
0156452	ii Fuels, Inc	4,869.92
0156770	Knorr Systems Inc	4,809.36
0155704	Benner Metals Corp	4,807.19
0156195	Computerland of Silicon Valley	4,788.00
0155752	ii Fuels, Inc	4,771.97
0156342	HRMS Inc	4,650.00

0156951	Sehi Computer Products Inc	4,635.73
0156604	Sport & Cycle Inc	4,625.67
0156223	LRH Consulting	4,608.00
0156047	Milliman	4,500.00
0155710	CCCD Student Refunds	4,402.14
0157252	Health Fax	4,400.00
0156483	Southern Calif Edison Co	4,362.52
0155727	Digital Networks Group Inc	4,350.61
0156586	Pasco Scientific	4,349.25
0156190	CI Solutions	4,333.45
0156827	Sony Electronics Inc	4,284.75
0156897	CCCD Student Refunds	4,281.00
0156685	Schindler Elevator Corp	4,239.00
0156669	NCS Pearson Inc	4,224.94
0156434	CCCD Student Refunds	4,224.12
0156775	Main Electric Supply Co	4,163.91
0156436	Consolidated Electrical Distributors	4,086.69
0157473	Verizon Wireless	4,081.12
0156184	Cal-Olympic Safety	4,057.41
0157055	First Colony Life Insurance Co	4,056.35
0156713	Care Resources Inc	4,039.75
0157005	Care Resources Inc	4,037.00
0157400	Apple Computer Inc	4,006.98
0156188	CCCD Student Refunds	3,917.00
0156420	AT & T	3,859.92
0157477	Walters Wholesale Electric Co	3,808.73
0157434	GWC Student Activities #4031	3,789.98
0155952	CCCD Student Refunds	3,750.04
0155926	Atlas Environmental Engineering Inc	3,747.50
0156740	CR & R Inc	3,542.85
0156647	College Board	3,500.00
0157271	Passport Health Inc	3,500.00
0157443	Steve Linthicum	3,500.00
0155788	Pivot Point Int'l Inc	3,448.50
0157306	B & P Services Inc	3,425.00
0156717	Vision Service Plan	3,418.80
0156595	San Diego Police Equip Co	3,324.39
0155898	Sehi Computer Products Inc	3,278.43
0156714	CCCD Workers Comp Trust Fund	3,250.21
0156382	Refrigeration Supplies Distrib	3,208.92
0155969	Hilton Orange County/Costa Mesa	3,137.94
0156232	OC Treasurer-Tax Collector	3,121.20
0156543	CCCD-Cash Clearing	3,038.95
0156795	OCC Food Services	3,026.00
0155905	TechRoom Inc	3,000.00
0156239	Perfect Interview LLC	2,999.95

0156841	World-Wide Fire Inc	2,995.00
0156934	OCE'	2,974.77
0156198	Declues Burkett & Thompson LLP	2,901.42
0156245	Psychological Assessment Resources Inc	2,819.60
0156193	Coast Community College District	2,794.63
0155740	GovConnection Inc	2,764.97
0157231	B & P Services Inc	2,740.00
0156448	Grainger	2,721.08
0156822	Smarthome	2,671.38
0157309	CCCD Workers Comp Trust Fund	2,654.70
0156800	Pearson Education	2,619.18
0156470	Orvac Electronics	2,594.92
0156517	PacifiCare of California	2,572.74
0156889	B & P Services Inc	2,564.67
0156057	B & P Services Inc	2,563.06
0156542	CCC Contract Education	2,535.00
0156494	Wildlife Supply Co	2,509.52
0156684	SafeCon Consulting Group Inc	2,500.00
0156529	AT & T	2,497.49
0156677	Oracle Corp	2,495.00
0156355	LiNKS Sign Language & Interpreting Services	2,488.50
0156064	Chem Pro Laboratory Inc	2,478.00
0157418	Chem Pro Laboratory Inc	2,478.00
0156602	Southern Calif Edison Co	2,472.44
0156444	Fisher Scientific	2,431.13
0156945	Wendy Rakochy	2,425.50
0157453	Quick Caption	2,425.35
0156916	ii Fuels, Inc	2,396.93
0156667	Metalcraft Inc	2,381.81
0156693	Theodore Robins Ford	2,337.80
0157475	Village Nurseries LP	2,335.00
0157314	Norma Outwater	2,313.60
0155818	Deborah Tetnowski	2,310.70
0156764	iParadigms LLC	2,300.00
0156268	Transportation Charter Services Inc	2,275.00
0156260	State Board of Equalization	2,248.00
0156558	GWC Assoc Students #8c01	2,223.61
0155953	CDWG	2,218.50
0155783	Office Depot	2,206.54
0156476	Wendy Rakochy	2,194.50
0156189	Cerritos Franchise Inc	2,181.00
0157417	Cerritos Franchise Inc	2,181.00
0155746	HB Union High School District	2,172.36
0155938	Amico Scientific Corp	2,171.16
0156939	Pearson Education	2,152.70
0156480	SMH Colocation	2,150.00

0156823	SMH Colocation	2,150.00
0157253	Home Depot	2,144.93
0156318	Crop Production Services Inc	2,144.72
0157227	Angelus Pacific Co	2,144.43
0156565	Kelly Paper	2,131.17
0156364	Montgomery Hardware Co	2,118.35
0156616	Valerie Schmidt Associates	2,075.00
0156065	Chevron	2,068.09
0156115	OCC Associated Students	2,064.00
0156460	Medco Supply Co	2,036.87
0156002	Snap-On Tools	2,033.63
0157387	Sharon Workman	2,024.40
0155868	Coastal Press Inc	2,019.49
0156201	Elavon	2,007.82
0156249	Rhino Electric Supply	2,007.15
0156265	Theodore Robins Ford	2,006.25
0155715	Coast Community College Dist	2,000.00
0156215	Irvine Pipe & Supply	1,983.39
0157269	Office Depot	1,975.96
0156947	ROI Networks Inc	1,972.19
0156139	Time Warner Cable	1,944.22
0155721	Crystal Crane	1,927.28
0156840	Lois Wilkerson	1,889.58
0156977	Yale Chase Equipment & Services Inc	1,884.19
0156445	Follett Higher Education Group Inc #1181	1,881.35
0156747	Shirley Donnelly	1,829.44
0156465	OC Wholesale Flowers	1,811.23
0156826	Thomas Snyder	1,787.55
0155978	Mission Printing Co	1,781.33
0156773	Lynda.com	1,750.00
0155700	AT & T	1,740.85
0156109	Mobile Modular Management Corp	1,738.91
0156544	City of Garden Grove	1,731.35
0155987	Phoenix Group Info Systems	1,729.90
0156462	Nextel Communications	1,722.90
0156716	Unum Ltc	1,702.00
0156547	Coastline Regional Occupational Program	1,700.00
0156894	CAPP:Computerized Assess & Placement Program	1,687.17
0156678	Babak Ostovarpour	1,682.70
0156234	Office Depot	1,664.32
0156531	AT & T	1,664.29
0156654	Exacta Dental Products Inc	1,660.85
0156271	Verizon Wireless	1,656.44
0156727	Paul Asim	1,654.34
0155874	Eberhard Equipment Inc	1,631.26

0155705	Besam Entrance Solutions	1,629.33
0156317	CR & R Inc	1,627.84
0155880	Kelly Paper	1,616.99
0155895	Scantron Corp	1,601.29
0155747	Heat Transfer Solutions Inc	1,600.00
0155757	Ronald Kaufman	1,600.00
0155911	Vietnamese Community of OC	1,600.00
0157474	Vietnamese Community of OC	1,600.00
0156557	Follett Higher Education Group Inc #1181	1,572.98
0156929	Montgomery Hardware Co	1,571.75
0156404	Xerox Corp	1,570.67
0156909	Fry's Electronics	1,567.76
0156630	Nabil Abu-Ghazaleh	1,559.71
0157264	LiNKS Sign Language & Interpreting Services	1,540.50
0156804	Preferred Crane Services	1,540.00
0157243	Evan's Gunsmith Shooters World Inc	1,540.00
0156596	SC Signs & Supplies LLC	1,525.76
0156393	The Gas Co	1,524.49
0157454	Wendy Rakochy	1,501.50
0155732	EMA Design Automation Inc	1,500.00
0156583	OCC VSA #1050-245000-4960	1,500.00
0157286	TechRoom Inc	1,500.00
0156341	Hoover Printing & Lithography Inc	1,497.49
0156177	Accuvant	1,489.08
0156584	Office Depot	1,478.91
0156965	Maria Traver	1,468.15
0156695	Time Warner Cable	1,452.00
0156961	Time Warner Cable	1,452.00
0156655	Gale Group Inc	1,432.94
0156755	Follett Higher Education Group Inc #1181	1,419.97
0156274	Waxie Sanitary Supply	1,417.90
0156144	tw telecom holdings Inc	1,416.76
0157455	Lisa Roberts-Winger	1,415.55
0157292	tw telecom holdings Inc	1,395.28
0156315	Constant Contact	1,386.00
0155977	LiNKS Sign Language & Interpreting Services	1,382.50
0157461	Sony Electronics Inc	1,377.29
0155994	Quinn Power Systems	1,361.24
0156235	Other World Computing	1,360.40
0156340	Honeywell Int'l Inc	1,359.00
0157361	William Vega	1,355.40
0156950	SARS Software Products Inc	1,350.00
0156958	The Gas Co	1,345.66
0156116	OCC Student Health Center	1,344.00
0157419	Chevron	1,334.99
0155908	The Gas Co	1,318.54

0156437	Constellation NewEnergy Inc	1,315.78
0156441	Ding-Jo Currie	1,311.82
0156582	OCC Food Services	1,311.09
0156757	FRS Environmental	1,305.70
0156922	Lab Safety Supply	1,301.53
0156836	Waxie Sanitary Supply	1,298.15
0156679	Perseus Distribution Inc	1,286.12
0156186	Caltime Metals	1,285.43
0156924	LiNKS Sign Language & Interpreting Services	1,284.00
0157496	TreeCare Arborists	1,275.00
0156767	Anna Katsuki	1,250.51
0157295	Westin South Coast Plaza	1,243.20
0156540	Carolina Biological Supply	1,238.13
0156212	Home Depot	1,233.52
0157283	Stater Bros Markets	1,213.89
0156156	Xerox Corp	1,212.99
0156803	Phoenix Group Info Systems	1,206.40
0155706	Amanda Best	1,200.00
0155799	Erik Rangno	1,200.00
0156051	Amy Transportation	1,200.00
0156297	Geoffrey Bellah	1,200.00
0156310	Clarus Corp	1,200.00
0156352	Marilyn Kennedy	1,200.00
0156742	CW Dixon Associates Inc	1,200.00
0156798	Kenneth Parker	1,200.00
0156802	Lien Pham	1,200.00
0155736	Follett Higher Education Group Inc #1181	1,190.24
0155690	ACS Education Services Inc	1,187.65
0155946	BJ Bindery Inc	1,176.68
0156657	Daniel Gorman	1,174.29
0155729	Corine Doughty	1,170.47
0156720	ACS Education Services Inc	1,170.15
0156368	Office Depot	1,168.19
0156149	Verizon Wireless	1,165.84
0157427	DM Color Express Inc	1,163.63
0156888	ATI/Assessment Technology Institute	1,162.50
0156491	Turf Star Inc	1,159.32
0156359	MailFinance Inc	1,156.05
0157296	Susan Wilcox	1,155.00
0156763	Home Depot	1,136.83
0156676	On-Site LaserMedic Corp	1,136.46
0156187	Camel Financial Inc	1,133.28
0155929	CCCD Workers Comp Trust Fund	1,132.33
0156194	Coast Compressor Co	1,116.48
0156925	Lowe's HIW Inc	1,105.91
0156643	Chaney Electronics Inc	1,102.25

0156371	Jerry Patterson	1,102.05
0156511	CCCD Workers Comp Trust Fund	1,093.32
0156070	Connell Chevrolet	1,090.34
0156291	Amico Scientific Corp	1,087.58
0156728	ATI/Assessment Technology Institute	1,087.50
0156334	Blade Gillissen	1,085.05
0156682	Powertron Battery Co	1,083.24
0156419	AT & T	1,059.88
0156725	Andtech Corporation	1,053.98
0155936	Amer Institute of Floral Designers	1,050.00
0156306	CCC ISD	1,050.00
0156573	MailFinance Inc	1,034.42
0156759	Grainger	1,030.43
0155739	Fernando Gonzalez	1,025.49
0156902	Customguide Inc	1,025.00
0155701	Cheryl Babler	1,019.71
0156479	Sign-Mart	1,018.86
0156653	ETA/Cuisenaire	1,005.98
0156493	White Cap Construction Supply	1,002.57
0155817	Stephen Tamanaha	1,000.00
0156016	YourCampus360 LLC	1,000.00
0156322	Evonne Durand	1,000.00
0156486	The Bank of New York Mellon	1,000.00
0156761	Carmella Hardy	1,000.00
0156431	Caltime Metals	999.18
0156138	Time Warner Cable	990.00
0156962	Time Warner Cable	988.87
0156066	CI Solutions	986.34
0155973	Lab Safety Supply	979.77
0157432	Great Western Sanitary Supply	973.11
0155792	Premier Office Services Co	963.54
0157247	Gopher Sports	959.55
0155779	Melinda Nish	952.04
0156963	Training Resources Ltd Inc	950.00
0156405	Yale Chase Equipment & Services Inc	948.04
0156369	Orkin Commercial Services	934.00
0156365	NCS Pearson Inc	932.75
0157437	Int'l Business Machines Corp	908.07
0155903	Spicers Paper Inc	903.78
0157464	Theodore Robins Ford	900.61
0156509	TreeCare Arborists	900.00
0156781	Marina Landscape Inc	895.00
0156227	Joseph Milunas	894.39
0155875	Flinn Scientific Inc	886.94
0156801	Diep Pham	886.78
0156652	Enterprise Fleet Mgmt	884.76

0156527	AT & T	880.00
0156668	Mutual Liquid Gas & Equipment	875.84
0156105	MCM	867.13
0157467	Turf Tire Distributors	866.21
0155753	Int'l E-Z Up Inc	861.24
0156180	Andtech Corporation	852.19
0156793	OC Wholesale Flowers	846.62
0156096	HW Wilson Co	843.00
0155896	Schindler Elevator Corp	840.00
0155984	Office Depot	837.57
0155689	ABC Companies	835.64
0155834	World Point	832.80
0157435	Home Depot	830.20
0156114	OCC Ancillary #1000-24750-5120	818.00
0155888	OC Fire Protection	810.00
0156178	Amico Scientific Corp	807.12
0156134	Switzer, Stuart	800.16
0155989	Port Supply	798.54
0156346	Iron Mountain	795.95
0156880	Amtech Elevator Services	790.00
0156207	Galls Inc	789.13
0156097	Icaza, Matias	785.11
0155773	Joy Myers	784.43
0156328	Ann French	774.24
0157245	Fry's Electronics	769.58
0156148	Verizon Wireless	766.50
0156832	Turf Star Inc	763.15
0156634	Kimberly Allen	761.89
0156611	Christian Teeter	757.68
0156127	Seitz, Andrew	757.34
0155772	Christopher Mefford	750.00
0155832	Susan Winterbourne	750.00
0156385	Jingfang Satow	750.00
0156390	Southland Industries	750.00
0156449	Home Depot	745.14
0156360	Vesna Marcina	743.79
0156246	Pyro-Comm Systems Inc	743.01
0155970	Home Depot	741.41
0156691	Christian Teeter	739.17
0156412	A-Z Wholesale Floral Supply Inc	732.71
0156303	Calif Tool Welding Supply	731.76
0155730	Corine Doughty	729.56
0156389	Smith Pipe & Supply Inc	726.18
0156874	Academic Senate	725.00
0156875	Academic Senate	725.00
0156876	Academic Senate	725.00



0156877	Academic Senate	725.00
0155948	Calif Stage & Lighting	721.70
0155769	Iliana Marin	721.49
0155770	Dorothy Mc Collom	719.57
0156104	Lui, Vincent	718.31
0156703	Xerox Corp	717.78
0155786	Pak West Paper & Packaging	715.21
0156788	Irene Naesse	714.80
0156813	Malinni Roeun	714.00
0155813	Stater Bros Markets	713.74
0157472	Verizon Wireless	713.21
0156333	Tina Gill	711.90
0156053	Art Supply Warehouse	707.16
0156052	Andrew Angulo	705.79
0156442	Dept of Justice	704.00
0156893	Calif Tool Welding Supply	701.27
0155702	Diane Balding	700.00
0155703	Elizabeth Barton	700.00
0155722	David Crockett	700.00
0155798	Jennifer Rafferty	700.00
0156308	Hernando Chavez Jr	700.00
0156320	Julie David	700.00
0156796	Office Depot	698.03
0156087	Fowler, Michael	694.24
0156103	Leung, Calvin	693.97
0156766	Eli Jaramillo	689.18
0157270	Pak West Paper & Packaging	688.39
0156132	Stevens, Robert	687.00
0156904	DM Color Express Inc	685.13
0155809	SoundTree	684.58
0156933	OCC Food Services	679.09
0155728	Meredith Dorner	676.18
0156366	Ailene Nguyen	675.00
0156899	Coast Fitness Repair Shop	675.00
0155878	Hardy Diagnostics	673.76
0156117	Office Depot	672.64
0156122	Pocket Nurse	671.43
0156408	Medco Health Solutions Inc	666.99
0156745	Karen Dickerson	666.30
0156079	Ashley Dochnahl	655.30
0156179	Anaheim-Fullerton Towing	655.00
0156228	Mouser Electronics	654.01
0156549	Cooper, Morgan	652.59
0156242	Presentation Folder Inc	652.50
0156098	Intuit Inc	652.45
0155735	Jonathan Fletcher	651.19

0156704	Conney Safety Products	651.04
0155791	Prado Olympic Shooting Park	650.00
0155869	Computerland of Silicon Valley	650.00
0155937	Amer Institute of Floral Designers	650.00
0155990	Prado Olympic Shooting Park	650.00
0157273	Prado Olympic Shooting Park	650.00
0156455	Jones, Andrew	648.99
0156253	Sehi Computer Products Inc	645.08
0156081	Sean Dunivin	644.68
0155731	Eberhard Equipment Inc	642.56
0156143	Michelle Tsai	630.21
0156112	Nguyen, Thuy-Anh	628.43
0155781	OC Wholesale Flowers	627.22
0156754	Jonathan Fletcher	621.16
0156631	Nabil Abu-Ghazaleh	619.83
0156386	Debra Secord	617.52
0157257	Irvine Pipe & Supply	616.74
0156915	Home Depot	616.51
0157448	OC Wholesale Flowers	611.45
0156141	Thomas Tran	611.20
0156337	Karen Harelson	610.47
0156572	Maddams, Sarah	610.47
0156459	MCM	609.74
0156086	Follett Higher Education Group Inc #1180	609.00
0156345	Int'l Business Machines Corp	605.40
0156563	Home Depot	605.28
0157449	Office Depot	604.44
0156085	Follett Higher Education Group Inc #1094	604.11
0155797	Pyro-Comm Systems Inc	602.31
0155872	Discount School Supply	601.39
0155890	Office Depot	601.30
0156674	OCE'	600.02
0156974	Water Safety Resources	600.00
0156772	Theresa Lavarini	599.36
0156953	Smardan Supply Co-Orange Coast	599.30
0156050	Ashley Allotta	597.45
0156102	Lam, Curtis	594.51
0155765	Frederick Lockwood	593.33
0156329	Patrick Frohn	592.60
0156477	Shinoda Design Center Inc	590.69
0155691	Loretta Adrian	589.05
0155983	OC Wholesale Flowers	588.61
0156903	Dell Higher Education	583.99
0156093	Hines, Nathan	582.74
0156413	ABC Companies	581.87
0156799	Paton Group	579.63

0156209	Graybar Electric	578.55
0157193	John Outwater	578.40
0157033	Brooke Deputy	577.00
0157338	Donna Springer	577.00
0155720	Costco Wholesale	576.90
0155988	Photography by Tony Kawashima Inc	576.38
0156302	Business Office Solutions	575.86
0156357	Barbara Long	572.81
0156911	Great Western Sanitary Supply	566.81
0155861	Andtech Corporation	564.92
0156214	IRS	562.89
0156262	The Gas Co	561.63
0156883	Art Supply Warehouse	560.85
0155734	Federal Express Corp	559.21
0156687	Seymour, Daniel	559.00
0155863	AT & T	554.93
0156658	Raine Hambly	553.96
0156969	Verizon Wireless	549.81
0156094	Hitchcock, Michael	549.34
0156768	Kelly Paper	549.18
0155998	Shinoda Design Center Inc	547.19
0156414	Amazon.com	546.84
0155956	City of Westminster	545.60
0156378	PSi	542.53
0156135	T-Mobile USA	538.20
0156172	First Health	536.90
0157311	First Health	536.90
0156142	Elizabeth Trimmer	536.61
0155830	Waxie Sanitary Supply	534.78
0156083	Eric Espino Mondragon	532.37
0155928	Smardan Supply Co-Orange Coast	531.52
0156145	Stephen Ure	531.07
0156760	GWC Food Services	530.70
0156301	Business Office Solutions	529.61
0157399	Apexlamps	526.35
0156397	Unisource Worldwide Inc	526.03
0155806	Vida Shajie	525.81
0156165	Times Community News	525.00
0156843	Tracy Young	521.43
0156580	OC Wholesale Flowers	520.10
0156514	Margaret Holtrust Estate	520.00
0155780	Melinda Nish	519.77
0155719	David Cooper	518.90
0156438	CPU Computer Repair	517.65
0156469	Office Depot	515.40
0155726	George Del Carmen	514.90

0156350	Nancy Jones	514.36
0156447	Garden Grove Unified Schools	512.39
0156671	Nextel Communications	512.23
0157397	Aircraft Spruce & Specialty Co	509.89
0157476	VWR Int'l Inc	507.94
0156351	Kelly Equipment	507.84
0156656	Gaylord Bros Inc	507.25
0156721	Daniel Adelman	506.11
0155886	Nextel Communications	505.45
0156546	Coast Community College District	502.80
0155778	Frances Nguyen	501.90
0155725	Data to Design	500.00
0156519	Accrediting Commission-CJC	500.00
0157263	Julia Leighton	500.00
0157470	Verizon California	498.96
0156120	Parker, Eric	498.67
0156415	Amer Allied Biochemical Inc	493.95
0156092	GWC Student Health Center	492.00
0155884	MSC Industrial Supply Co	489.67
0156153	Jonathan Wang	487.22
0156819	Security Signal Devices	487.15
0156920	Jones, Andrew	487.08
0157285	T-Mobile USA	486.07
0156495	World Point	485.91
0156292	Art Supply Warehouse	483.34
0156708	Stater Bros Markets	481.45
0155737	Gale Group Inc	481.44
0155764	Maria Del Lerma	480.00
0156879	Amer Red Cross	480.00
0156928	Medical Processor Services	480.00
0156113	OC Auditor-Controller	479.00
0156792	Melinda Nish	478.92
0156147	Verizon Wireless	476.47
0155935	Academic Senate	475.00
0156339	Eva Hodjera	472.80
0156015	Xpedx Paper & Graphics	472.63
0156075	Carolyn Davis	471.09
0156619	Xpedx Paper & Graphics	469.39
0156416	Amtech Elevator Services	468.22
0157226	Amtech Elevator Services	468.22
0156295	Automatic Sync Technologies LLC	463.45
0155912	Susan Wilcox	462.00
0156275	Susan Wilcox	462.00
0156839	Susan Wilcox	462.00
0157085	John Harmer	461.60
0157131	Donald Lindsay	461.60

0157148	Becky Mayberry	461.60
0157312	Barbara Hollowell	461.60
0157346	Rosalind Stratton	461.60
0155811	Teresa Speakman	460.90
0156686	Sehi Computer Products Inc	458.49
0156456	King, Brian	457.34
0156197	Data to Design	456.25
0157466	Turf Star Inc	453.28
0155693	Anaheim Union HS District	450.00
0156400	Walson Communications	450.00
0156548	Commission Accreditation of Allied Heath Ed	450.00
0156751	Daniel Farrell	449.26
0156074	Matt Daly	446.76
0157237	Carpe Diem Architectural Modeling & Art Supp	442.78
0156785	Steven Mihatov	440.00
0156375	Premier Office Services Co	439.86
0156206	Fry's Electronics	438.48
0157261	King, Brian	436.29
0155790	Omid Pourzanjani	431.06
0156982	Amer Fidelity Assurance	430.50
0156007	Tri-Anim Health Services	426.94
0156237	Paisley, Celeste	425.00
0155767	Michelle Ma	424.55
0156168	CCCD Workers Comp Trust Fund	424.16
0155997	Sehi Computer Products Inc	419.60
0156783	Mesa Golf Carts Inc	418.47
0155954	Chinese Clay Art USA	418.19
0155698	AT & T	416.84
0155933	Visco, Frank	416.10
0156917	Inclan, Betty	414.05
0156108	Micro Center	408.79
0156250	ROI Networks Inc	405.00
0155962	Demco Inc	404.21
0155749	Home Depot	403.76
0156049	Aladdin Flowers Inc	403.19
0156738	Clark Security Products	402.43
0156794	OCC Associated Students	400.00
0156358	LT Enterprises	399.38
0156651	Lorie Eber	398.32
0155766	Vinicio Lopez	397.53
0156467	OCC Food Services	396.31
0156640	AT & T	395.90
0156955	Southcoast Shortload	395.58
0155768	Earnest Marchbank	394.81
0155913	World-Wide Fire Inc	394.10
0156204	Fisher Scientific	393.08

0156575	McRae, Nicole	391.00
0156226	Mesa Consolidated Water Dist	385.50
0156417	ARS Enterprises	380.89
0156461	Newport-Mesa Unified Sch Dist	380.00
0155964	Fisher Scientific	379.81
0156765	Christina Irvin	379.29
0155716	Diane Colvin	378.00
0156521	Accurate Termite & Pest Control	378.00
0156314	Brian Conley	377.40
0156210	Great Western Sanitary Supply	375.18
0157458	Sign-Mart	375.11
0156769	Christopher Ketcham	375.00
0156776	Janice Maran	375.00
0156078	Ryan Dinh	374.97
0156936	OCLC Inc	373.84
0157267	OCC Food Services	372.89
0156932	OC Wholesale Flowers	372.74
0155782	OCLC Inc	372.09
0157281	Sigma-Aldrich Inc	371.34
0155789	Omid Pourzanjani	369.43
0156418	Art Supply Warehouse	368.83
0156332	Constance George	368.40
0155904	Stater Bros Markets	364.54
0157463	Stater Bros Markets	363.50
0156076	Dell Higher Education	361.03
0157115	Nancy Kidder	360.90
0157121	Sally Kurz	360.90
0157180	Martin Newitz	360.90
0157181	Helen Norton	360.90
0157215	Richard Rowe	360.90
0157328	Bertine Slosberg	360.90
0157329	Kenneth Slosberg	360.90
0157332	Douglas Smith	360.90
0157352	Lori Suzuki	360.90
0155876	Gale Group Inc	358.88
0156380	Duane Ratzlaff	355.09
0156702	World Point	352.25
0156482	SoCal Office Technologies Inc	351.84
0157497	CCCD Workers Comp Trust Fund	350.17
0155708	Calif Tool Welding Supply	350.12
0155802	RP Group Inc	350.00
0155995	Recording for Blind & Dyslexic	350.00
0156834	Unisource Worldwide Inc	349.52
0156133	Suarez, Alex	349.00
0157259	Jones, Andrew	346.80
0156987	Joseph Bednarski	346.20

0157009	Alice Ceraolo	346.20
0157014	Sharron Clark	346.20
0157022	Doris Cooper	346.20
0157037	Jeffrey Dimsdale	346.20
0157074	David Goshert	346.20
0157075	Judith Goshert	346.20
0157076	David Gray	346.20
0157077	Karen Gray	346.20
0157150	Emmett Mayne	346.20
0157160	Louis Mikelson	346.20
0157189	Hitoshi Ono	346.20
0157324	Kenneth Shaw	346.20
0157360	John Varga	346.20
0157382	Danny Wojciechowski	346.20
0157391	Kenneth Yglesias	346.20
0156591	Rio Grande	346.08
0155754	Irvine Pipe & Supply	345.02
0156376	ProEducation Solutions LLC	345.00
0156918	Ipswitch Inc	345.00
0157433	GWC Food Services	343.87
0157272	Diep Pham	342.72
0156600	Shell Oil	341.20
0156004	Stater Bros Markets	332.26
0156984	Sandra Badenoch	331.50
0156985	William Badenoch	331.50
0156988	Jane Bennett	331.50
0156989	Phillip Bernard	331.50
0156991	Mary Bosse	331.50
0156992	Ann Boughey	331.50
0156993	Carolyn Breihan	331.50
0156994	John Breihan	331.50
0156997	Carol Burke	331.50
0157002	Roger Camp	331.50
0157006	James Carnett	331.50
0157011	Ellen Church	331.50
0157013	Mark Clark	331.50
0157017	Norman Cole	331.50
0157019	Donald Collins	331.50
0157020	Stephen Cone	331.50
0157024	Nettie Cox	331.50
0157034	Marilyn Dickson	331.50
0157035	Ruth Dills	331.50
0157044	Judith Eastman	331.50
0157048	Kathryn Edwards	331.50
0157053	James Farris	331.50
0157059	Lucille Fricker	331.50

0157061	Leslie Friedman	331.50
0157064	Rene Frutos	331.50
0157071	Sherry Glassford	331.50
0157079	Raymond Grimes	331.50
0157082	Kathleen Hancock	331.50
0157086	Judith Harmer	331.50
0157087	Connie Haw	331.50
0157088	Fred Hayward	331.50
0157102	Kenley Hunt	331.50
0157103	William Hyde	331.50
0157104	Sylvia Impert	331.50
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0157111	Robert Jones	331.50
0157112	Sharon Jones	331.50
0157113	Amy Karasuda	331.50
0157119	Sandra Kreil	331.50
0157120	Robert Kurz	331.50
0157122	Claudia Ladd	331.50
0157128	Brian Lewis	331.50
0157138	John Mac Donald	331.50
0157139	Bonnie MacDonald	331.50
0157140	Lorna Mack	331.50
0157143	Susan Martin	331.50
0157144	Douglas Mason	331.50
0157146	Lillian Matthews	331.50
0157159	Roger Megorden	331.50
0157163	Joan Mondragon	331.50
0157167	John Mucciario	331.50
0157168	Paula Mucciario	331.50
0157186	Wayne Olson	331.50
0157188	Jeanette Onishi	331.50
0157191	Kenneth Ortiz	331.50
0157199	Hildigard Peconic	331.50
0157201	Chuong Pham	331.50
0157202	Lan Pham	331.50
0157203	Martha Pham	331.50
0157316	Roseann Rueter	331.50
0157325	Cheryl Shrock	331.50
0157330	Carmen Smith	331.50
0157333	Robert Smith	331.50
0157336	Thomas Snyder	331.50
0157337	Vera Snyder	331.50
0157341	Wayne Steck	331.50
0157345	Gary Stratton	331.50
0157351	Joseph Surgenor	331.50
0157357	Norman Tornheim	331.50



0157362	Frank Visco	331.50
0157365	Dianne Walling	331.50
0157366	Robert Walling	331.50
0157370	Michael Wells	331.50
0157380	Douglas Winey	331.50
0157389	Bob Wright	331.50
0157390	Donna Wright	331.50
0156247	Rancho Vista Landscaping Inc	330.00
0156272	Vietnamese Translation Services	327.80
0156744	Dell Higher Education	326.22
0156063	CDWG	326.18
0155833	Sylvia Worden	325.00
0155974	LaserWerx	323.76
0157430	Golden Trophy & Awards	323.20
0156700	Verizon California	321.34
0156628	3M Clean Water Solutions	321.03
0156636	Art Supply Warehouse	320.76
0157440	Sven Johnston	320.00
0155976	Library Store Inc	318.68
0155965	Galls Inc	318.03
0157276	Psychological Solutions Inc Deborah Silveria	318.00
0156084	Fisher Scientific	317.45
0155907	The Gas Co	317.02
0157216	A-Z Wholesale Floral Supply Inc	316.46
0156670	NCS Pearson Inc	315.56
0156221	Phuonganh Le	313.01
0156468	OCC Petty Cash	312.93
0156100	Kelly Paper	312.44
0156058	Cameron Bell	310.10
0156646	College Board	310.00
0156513	Delta Health Systems	309.59
0156632	Aircraft Spruce & Specialty Co	309.33
0156598	Sehi Computer Products Inc	309.02
0156739	Consolidated Electrical Distributors	306.28
0157436	Hub Auto Supply	303.26
0155967	Great Western Sanitary Supply	303.15
0157249	Great Western Sanitary Supply	303.15
0156428	Brink's Inc	302.53
0156387	Sehi Computer Products Inc	301.91
0156309	CI Business Equipment Inc	301.76
0156356	Frederick Lockwood	301.58
0156347	Iron Mountain Records Mgmt	300.14
0155713	Chaney Electronics Inc	300.00
0155800	Jamie Ray	300.00
0155815	Cheryl Stewart	300.00
0156073	CW Dixon Associates Inc	300.00

0156216	Jobelephant.com Inc	300.00
0156006	Tacos & Co	299.99
0156236	Pacific Art Glass Corp	299.53
0156344	Iclan, Betty	299.40
0156426	Benner Metals Corp	299.28
0156629	Nabil Abu-Ghazaleh	297.25
0156690	Stater Bros Markets	296.14
0156450	Hoover Printing & Lithography Inc	295.80
0156208	Gaylord Bros Inc	295.32
0155774	Newport-Mesa Unified Sch Dist	295.02
0156926	McGraw-Hill Companies	292.05
0156758	Fernando Gonzalez	292.01
0156111	Newberry, Lawrence	290.77
0155820	Thomson Reuters/Barclays	290.00
0156831	Thomson Reuters/Barclays	290.00
0157371	Deven Werthman	289.30
0156983	Stephen Axelrad	289.20
0156990	Dean Bosse	289.20
0156995	Kristina Bruning	289.20
0156996	Theresa Buckley	289.20
0156998	Dennis Butler	289.20
0156999	Jay Callaway	289.20
0157000	Patricia Callaway	289.20
0157001	Darline Calvert	289.20
0157003	Elvin Campbell	289.20
0157004	Patricia Candelaria	289.20
0157007	Bruce Cary	289.20
0157008	Rosalia Caviezel	289.20
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0157015	Thomas Clark	289.20
0157018	Susan Coleman	289.20
0157023	Michael Cox	289.20
0157025	Kathryn Crown	289.20
0157026	Lois Dalla Riva	289.20
0157027	Nadine Davis	289.20
0157028	Karen Decker	289.20
0157029	Sanford Decker	289.20
0157030	Carolyn Dennison	289.20
0157031	Bob Denton	289.20
0157032	Susanna Denton	289.20
0157036	Barbara Dilworth	289.20
0157038	Daniel Dodt	289.20
0157039	Sandra Dollente	289.20
0157040	Michael Donoff	289.20
0157041	Sharon Donoff	289.20

0157042	Suzanne Droney	289.20
0157043	Joan Duffy	289.20
0157045	Stuart Eastman	289.20
0157046	Arlene Eckstein	289.20
0157047	Fred Eckstein	289.20
0157049	Ann Egan	289.20
0157050	Robert Egan	289.20
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0157056	Sharon Folga	289.20
0157057	Thomas Folga	289.20
0157058	Edward Fratantaro	289.20
0157060	Donald Friedman	289.20
0157062	Annette Fruehan	289.20
0157063	Joel Fruehan	289.20
0157065	Carol Garner	289.20
0157068	Arne Gjertsen	289.20
0157069	Karen Gjertsen	289.20
0157070	Guy Glassford	289.20
0157072	Maureen Goldman	289.20
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0157080	Donald Grow	289.20
0157081	Linnea Guccione	289.20
0157083	Robert Hancock	289.20
0157084	Ann Harmer	289.20
0157089	Stephanie Hayward	289.20
0157090	Julie Hearlson	289.20
0157092	Linda Hehn	289.20
0157093	Jane Hilgendorf	289.20
0157094	Truyen Ho	289.20
0157095	Lou Hobbs	289.20
0157096	Denise Hogate	289.20
0157097	Arthur Hokanson	289.20
0157098	Judy Hokanson	289.20
0157099	Carol Holben	289.20
0157100	Richard Holben	289.20
0157101	Beth Hooper	289.20
0157105	Raymond Irvine	289.20
0157106	Hedy Ito	289.20
0157107	Francis Jessoe	289.20
0157108	Robert Johnson	289.20
0157109	Angelina Jones	289.20
0157114	Babette Kelly	289.20
0157116	Gloria Kinnevey	289.20
0157117	Karen Klammer	289.20

0157118	David Koenig	289.20
0157123	Edward Lambing	289.20
0157124	Nancy Lambing	289.20
0157125	Margaret Langhans	289.20
0157126	Lawrence Le Brane	289.20
0157127	June Leloup	289.20
0157129	Martin Lewis	289.20
0157130	Ralph Lewis Jr.	289.20
0157132	Yvonne Little	289.20
0157133	Kevin Long	289.20
0157134	Nettie Ann Loranger	289.20
0157135	Sally Lund	289.20
0157136	Richard Lutz	289.20
0157137	Sandra Lutz	289.20
0157141	George Maine	289.20
0157142	Dick Marsh	289.20
0157147	Tara Maull	289.20
0157149	Michael Mayberry	289.20
0157152	James Mazur	289.20
0157153	Linda Mazur	289.20
0157154	Maryann Mc Manus	289.20
0157155	Richard McCollom	289.20
0157157	Diane Mefford	289.20
0157158	Jane Megorden	289.20
0157161	Phillip Miller	289.20
0157162	Charles Mitchell	289.20
0157164	Frank Montero	289.20
0157165	Isabel Montero	289.20
0157166	Cecelia Morris	289.20
0157169	Elaine Mullen-Barrett	289.20
0157170	David Munoz	289.20
0157171	Rolland Murray	289.20
0157172	Sharon Murray	289.20
0157173	Julie Myers	289.20
0157174	Mary Nash	289.20
0157175	Judith Neal	289.20
0157176	Charlanne Nee	289.20
0157177	Paul Nee	289.20
0157178	Barbara Newbern	289.20
0157179	Harold Newbern	289.20
0157182	Polly Norwood	289.20
0157183	Donna O'Neal	289.20
0157184	Connie Olson	289.20
0157185	Judith Olson	289.20
0157187	Donald Onishi	289.20
0157190	Michael Ortell	289.20

0157192	Harriet Ouellette	289.20
0157194	Alan Paladino	289.20
0157195	John Parker	289.20
0157196	Tony Pascoe	289.20
0157197	Willard Patterson	289.20
0157198	Jill Pearson	289.20
0157200	Jack Peconic	289.20
0157204	Chester Platt	289.20
0157205	Barbara Pogolian	289.20
0157206	Frances Power	289.20
0157207	Richard Power	289.20
0157208	Marino Presutti	289.20
0157209	Rita Presutti	289.20
0157210	Leslie Purdy	289.20
0157211	Guenter Rehm	289.20
0157212	Paula Rice	289.20
0157213	Robert Ricewasser	289.20
0157214	Carl Roberson	289.20
0157315	Donald Rueter	289.20
0157317	Armando Ruiz	289.20
0157318	Robert Sands	289.20
0157319	Patricia Scarfone	289.20
0157320	John Schaefer	289.20
0157322	Robert Seebold	289.20
0157323	Michael Shanley	289.20
0157331	Charles Smith	289.20
0157334	Sandra Smith	289.20
0157335	Mary Snedeker	289.20
0157339	Michael Springer	289.20
0157340	Marlene Steck	289.20
0157342	Roy Stephens	289.20
0157343	Carol Stevens	289.20
0157344	Mark Stevens	289.20
0157347	Henry Stumpf	289.20
0157348	Megan Stumpf	289.20
0157349	Sandra Sukhov	289.20
0157350	Vladimir Sukhov	289.20
0157353	Theresa Tarlos	289.20
0157354	Dagny Tennyson	289.20
0157355	Thomas Timmons	289.20
0157356	Janet Tolson	289.20
0157358	Ann Tyree	289.20
0157359	Peter Vander Haeghen	289.20
0157363	Barry Wallace	289.20
0157364	Jolene Wallace	289.20
0157367	Kathleen Waterman	289.20

0157368	Norman Waterman	289.20
0157369	Judith Webb	289.20
0157372	Lynn Whitmore	289.20
0157373	Ilse Wilke	289.20
0157374	W.L.A. Wilke	289.20
0157375	Donna Williams	289.20
0157376	Lawrence Williams	289.20
0157377	Louis Willis	289.20
0157378	Norma Willis	289.20
0157379	Darlene Windisch	289.20
0157381	Joyce Wofford	289.20
0157383	Judith Wolfe	289.20
0157384	Sharon Wolfe	289.20
0157385	Wayne Wolfe	289.20
0157386	Eugene Wood	289.20
0157388	William Workman	289.20
0157392	Kathleen Yoder	289.20
0157393	Robert Yoder	289.20
0156225	Marlin P Jones & Assoc Inc	287.86
0155756	Nancy Jones	286.60
0156609	Taubenpost Inc	285.30
0156815	Safety 1st Pest Control Inc	283.50
0155760	Bryan Kramer	282.35
0156810	Refrigeration Supplies Distrib	280.27
0156694	Thomas Scientific	280.00
0155738	Garden Grove Unified Schools	279.53
0156287	Aardvark Clay Supply	279.01
0156732	Joyce Bishop	279.00
0156675	Office Depot	278.20
0157224	Alco Target Co	275.69
0156617	Mike Wang	275.00
0156446	Gale Group Inc	272.05
0157266	Mary O'Connor	271.32
0156361	Jennifer Mc Donald	270.32
0157478	Waterline Technologies Inc	270.09
0156610	Paul Tayyar	270.00
0156923	LaserWerx	268.89
0156229	New Readers Press	268.38
0157499	Vision Service Plan	267.04
0156330	Efren Galvan	266.68
0156402	James West	266.68
0157230	Art Supply Warehouse	261.37
0156683	Michael Reynolds	258.51
0156539	Calif Tool Welding Supply	258.39
0156154	Mike Wang	257.78
0156374	Placentia-Yorba Linda USD	254.75

0155741	Katherine Green	253.00
0156218	LabWest Inc	250.00
0156379	R & L Medical Co	250.00
0156777	Janice Maran	250.00
0156778	Janice Maran	250.00
0157265	New Readers Press	249.95
0156200	Discount School Supply	249.89
0156061	Caston Office Solutions	248.71
0157307	Amer Fidelity Assurance	248.50
0156110	Murrieta, Ryan	246.78
0156059	Calif Commercial Lighting Supply Inc	246.32
0156175	1st Vision Auto Glass	245.00
0156649	Loretta Davis	245.00
0156261	Suburban Water Systems	244.42
0155723	Crop Production Services Inc	243.60
0157284	Steris Corp	243.49
0156910	Gale Group Inc	240.72
0156485	Suck-It Up	239.25
0156136	Karen Thayer	238.82
0156311	James Cline	238.78
0156009	Verizon Wireless	237.99
0156089	Beverly Gandall	234.52
0156289	Airgas West Inc	234.50
0156705	Home Depot	232.86
0157447	OC Auditor-Controller	232.50
0156349	Johnstone Supply	231.35
0156403	Susan Wilcox	231.00
0156174	Kenneth Yglesias	230.80
0157145	Susanne Mason	230.80
0157321	Patricia Seebold	230.80
0156323	ECS Refining	227.70
0156559	GWC Food Services	226.20
0156662	IPEVO Inc	225.11
0157288	The Gas Co	224.33
0156663	Iron Mountain	222.75
0156472	Pep Boys	222.37
0155823	Unisource Worldwide Inc	222.01
0157439	Island Florals	220.87
0156396	Turf Star Inc	220.84
0155709	Carmen's Uniforms Inc	220.54
0156665	Kelly Paper	220.08
0156516	Newport Urgent Care	220.00
0156568	Janelle Leighton	220.00
0156733	BJ Bindery Inc	219.68
0156001	Smarthome	218.85
0157260	Kelly Paper	215.56

0157248	Grainger	214.96
0157438	Irvine Pipe & Supply	214.76
0156930	Mouser Electronics Inc	209.79
0156592	Lisa Roberts-Winger	206.29
0156564	Island Florals	204.02
0156125	Rhino Electric Supply	202.77
0155950	Caston Office Solutions	201.06
0156457	KPSS Inc	200.09
0156294	Austin Hardwoods	200.05
0155759	KOCI	200.00
0156123	Print & Finishing Solutions	200.00
0156192	CLIA Laboratory Program	200.00
0156183	Audiomed	199.16
0155862	Art Supply Warehouse	199.04
0156273	VWR Int'l Inc	198.56
0156587	Pearson Education	197.79
0155822	Kathie Tran	197.71
0156137	The Shredders	197.00
0156707	Orkin Commercial Services	196.00
0156577	Murrieta, Ryan	195.94
0156838	Nancy Wikes	195.57
0155827	Jenny Vu	195.27
0155947	CACCRAO	195.00
0156454	Irvine Pipe & Supply	194.90
0156305	Caston Office Solutions	194.42
0156176	Accurate Termite & Pest Control	194.00
0157326	Katherine Simon	192.80
0157327	Richard Simon	192.80
0156478	Siemens Water Technologies Corp	192.54
0155776	Vincent Ngo	191.71
0156723	Airgas West Inc	191.17
0156536	AT & T	191.11
0156202	Federal Express Corp	190.09
0156966	UPS Protection Inc	189.19
0155692	Airgas West Inc	189.08
0156427	Bio-Rad Laboratories Inc	188.19
0156533	AT & T	185.62
0156067	Cintas First Aid & Safety	185.03
0156256	Smardan Supply Co-Orange Coast	183.56
0157240	Community Lock & Safe Service	180.53
0156254	Shred Confidential Inc	180.38
0155858	Newport Urgent Care	180.00
0156515	Newport Urgent Care	180.00
0157426	CTI-Valueline	178.28
0156954	Smarthome	177.48
0157225	Alliance Payphone Inc	177.00



0156771	Sarah Kobata	176.50
0156264	The Shredders	176.00
0157217	AAA Flag & Banner Mfg Co Inc	175.60
0155906	The Gas Co	175.05
0155711	CCPRO	175.00
0156551	DAVIS, CAROLYN	174.44
0156635	Amico Scientific Corp	172.59
0155785	Pacific Parking Systems Inc	170.00
0155887	OC Auditor-Controller	170.00
0156252	Saddleback Valley USD	170.00
0157254	Hub Auto Supply	169.94
0156719	Dean Abernathy	169.87
0157287	Amy Thach	169.83
0156912	GWC Petty Cash	168.95
0155771	McLogan's Supply Co Inc	168.28
0156054	AT & T	168.14
0156099	Iron Mountain Records Mgmt	166.87
0156618	Wards Natural Science	166.75
0155901	Southern Calif Edison Co	166.51
0156453	Iron Mountain Records Mgmt	165.22
0156080	Tyler Duncan	163.93
0156944	Prudential Overall Supply Co	163.74
0157456	Sehi Computer Products Inc	162.45
0156266	Thomson West	162.17
0155867	Calif Tool Welding Supply	161.24
0155894	Roseburrough Tool Inc	159.32
0156008	Tustin Unified School District	158.70
0156567	Lam, Curtis	157.14
0155999	Shred Confidential Inc	156.00
0156952	Shinoda Design Center Inc	155.95
0156181	Art Supply Warehouse	155.47
0155857	Newport Urgent Care	154.00
0156828	Stater Bros Markets	153.92
0156211	Lorraine Henry	152.63
0155717	Constellation NewEnergy Inc	151.54
0156561	Hines, Nathan	151.00
0156613	Elizabeth Trimmer	151.00
0156151	WACAC	150.00
0156152	WACAC	150.00
0156296	Bee Busters Inc	150.00
0156383	Christine Reinemann	150.00
0156425	Bee Busters Inc	150.00
0156576	MT Walker Co	150.00
0156829	Storage Place	150.00
0156881	Anaheim Union HS District	150.00
0155865	Baker & Taylor	149.60

0155972	Isabelle Krasney	148.85
0156222	Los Alamitos Unified School Dist	148.75
0156898	Clark Security Products	148.72
0157459	Smith Pipe & Supply Inc	146.68
0156821	Smart & Final Stores LLC	146.44
0156948	Saddleback Golf Cars	145.59
0156422	B & P Services Inc	144.90
0155696	AT & T	144.74
0156639	AT & T	144.74
0156106	McMaster-Carr	144.25
0156391	Staples Advantage	143.77
0156907	Federal Express Corp	143.68
0155763	Joseph Leibrandt	143.45
0155743	Ebru Gursoy	143.44
0155816	Oscar Tabije	143.44
0155819	Adrian Thomas	143.44
0155826	Ann Vu	143.44
0155985	Suzanne Osaki	143.44
0156399	Jenny Vu	139.87
0156077	Demco Inc	138.07
0156224	Maehara Nursery	137.03
0156906	Ewing Irrigation Products Inc	136.01
0155828	Lynn Walker	134.88
0156119	Pacific Blue Micro	134.85
0155712	CDWG	134.56
0157244	Federal Express Corp	133.73
0156532	AT & T	133.62
0156321	Dish Network Chicago	133.43
0157236	Calif Tool Welding Supply	132.07
0155750	Kendra Hosseini	131.67
0156095	Home Depot	131.57
0156121	Physician Sales & Service Inc	130.60
0155748	Henry Schein Inc	130.15
0156324	Jeanette Ellis	129.80
0156017	Xerox Corp	129.48
0156424	Lauren Becker	128.68
0157289	Time Clock Sales & Service Co Inc	128.00
0157277	Amy Rangel	127.76
0156818	Samy's Camera	127.75
0156913	Henry Schein Inc	127.70
0156011	Waxie Sanitary Supply	127.61
0155885	Newport Exterminating	127.50
0155979	Kim Thi Nguyen	127.50
0156664	Irvine Pipe & Supply	127.26
0156091	Graybar Electric	127.24
0156128	Siemens Water Technologies Corp	125.89

0155751	Anthony Iacopetti	125.00
0155940	Cristina Arellano	123.42
0156299	Zhenghong Broyles	123.42
0156593	Cheryl Rojas	122.40
0155881	Lynde-Ordway Co	121.36
0156259	Springdale Ace Hardware	120.89
0155856	Memorial Prompt Care Medical Group	120.00
0156217	Lab Safety Supply	119.90
0156908	Franchise Tax Board	119.00
0156972	Wall Street Journal	119.00
0155825	Verizon California	118.46
0156891	Balloons by Lucille	117.75
0156010	Verizon Wireless	117.65
0157294	Waxie Sanitary Supply	117.62
0156107	McRae, Nicole	116.59
0156784	Micro Center	116.35
0155909	The Shredders	116.00
0156432	Carolina Biological Supply	115.82
0157066	Marsha Garrison	115.40
0157067	Tom Garrison	115.40
0157151	Patricia Mayne	115.40
0156203	Finney Co	115.00
0156914	Hilton Orange County/Costa Mesa	114.94
0155866	Lisa Becker	114.00
0156298	Brown, Tanya	114.00
0156471	Mary Palafox	114.00
0157398	Anderson, Kelly	114.00
0157402	Tanya Brown	114.00
0157431	Claudia Goodwin	114.00
0157480	Frank Woodard	114.00
0156968	Verizon California	113.74
0156731	Baker & Taylor	112.97
0157235	Calif Commercial Lighting Supply Inc	112.56
0155859	AA Equipment	112.21
0156473	Premier Office Services Co	111.72
0155787	Martha Parham	111.63
0156959	The Gas Co	111.49
0156541	CCC	111.40
0156213	Hub Auto Supply	110.91
0156986	James Baugh	110.50
0157091	Irene Heavern	110.50
0156155	Wards Natural Science	108.78
0156003	SoundTree	108.75
0156645	Don Cock	106.64
0156722	Aircraft Spruce & Specialty Co	106.44
0157246	Deborah Goldstick	106.08

0156367	Mary O'Connor	105.39
0155897	Security Signal Devices	105.00
0156088	Paul Frey	104.54
0155870	Crown Ace Hardware	104.31
0156741	Crown Ace Hardware	104.31
0156331	Ganahl Lumber Co	102.86
0157280	Shred Confidential Inc	102.38
0155758	Yungwon Kim	100.00
0155824	Sarah Vakkalanka	100.00
0155831	Lloyd Willis	100.00
0156062	CCPRO	100.00
0156248	Regan, Michael	100.00
0156288	Accurate Termite & Pest Control	100.00
0156743	Robert Dalrymple	100.00
0156805	Sue Primich	100.00
0157405	CCC Foundation BESAC	100.00
0157406	CCC Foundation BESAC	100.00
0157407	CCC Foundation BESAC	100.00
0157408	CCC Foundation BESAC	100.00
0157409	CCC Foundation BESAC	100.00
0157410	CCC Foundation BESAC	100.00
0157411	CCC Foundation BESAC	100.00
0157412	CCC Foundation BESAC	100.00
0157413	CCC Foundation BESAC	100.00
0157414	CCC Foundation BESAC	100.00
0157415	CCC Foundation BESAC	100.00
0157416	CCC Foundation BESAC	100.00
0156560	Jacqueline Hils-Williams	99.96
0156779	Earnest Marchbank	99.77
0156082	Jeanette Ellis	99.72
0156146	Verizon California	99.66
0156537	AT & T	99.60
0156129	Melissa Simpson	99.55
0157471	Verizon California	99.49
0156746	Karen Dickerson	99.24
0156748	Stephanie Dumont	99.24
0156753	Joseph Filson	99.24
0156790	Jimmy Nguyen	99.24
0156791	Tri Nguyen	99.24
0156809	Paula Rapp	99.24
0156835	Yvonne Valenzuela	99.24
0157428	Follett Higher Education Group Inc #1181	99.16
0156650	Corine Doughty	99.00
0156935	Oce' Imagistics Inc	98.96
0156060	Carmen's Uniforms Inc	97.86
0156896	Caston Office Solutions	97.82

0155889	OCE' Financial Services Inc	97.54
0156774	Maehara Nursery	97.33
0156698	Cory Vanderhook	96.97
0156789	Christina Nguyen	96.63
0157021	Phyllis Cool	96.40
0157078	Frances Grigsby	96.40
0156842	Lauren Yee	96.12
0156251	Rutan & Tucker LLP	95.00
0156326	Eversoft	94.50
0156550	DALY, MATT	94.13
0156233	OCE' Financial Services Inc	93.68
0156562	Hitchcock, Michael	93.44
0156335	GWC Petty Cash	93.24
0156464	Mary O'Connor	92.82
0156571	Lynberg & Watkins	92.67
0156960	Theodore Robins Ford	92.14
0157404	Carolina Biological Supply	92.01
0156392	Stater Bros Markets	91.07
0156637	AT & T	91.01
0156749	EBSCO Subscription	90.78
0156797	Deborah Orrill	90.78
0155733	Farimah Fazeli	90.00
0156523	Angulo, Andrew	90.00
0156734	Hoai-Huong Bush	90.00
0156817	Michelle Sambrano	90.00
0156423	Baker & Taylor	89.89
0156255	SIGMAnet Inc	88.26
0155808	Smith Pipe & Supply Inc	87.69
0156824	Smith Pipe & Supply Inc	87.69
0155873	Displays2Go	87.42
0156895	Carmen's Uniforms Inc	86.98
0156490	Toshiba Business Solutions	86.92
0156696	Toshiba Business Solutions	86.92
0157290	Toshiba Business Solutions	86.92
0156524	Antimite Termite & Pest Control	85.00
0156812	Rhino Electric Supply	83.60
0156890	Baker & Taylor	83.59
0156673	OC Wholesale Flowers	83.19
0156395	Time Warner Cable	82.94
0155955	Chronicle of Higher Education	82.50
0155957	Heather Coddling	82.11
0156957	Stater Bros Markets	81.18
0155742	Griffis, Kurtis	81.00
0156553	ESPINO MONDRAGON, ERIC	81.00
0155762	Phuonganh Le	79.55
0155939	Aramark Uniform Services	79.39

0156811	Diane Restelli	79.00
0155694	Aramark Uniform Services	78.56
0156525	Aramark Uniform Services	78.56
0157229	Aramark Uniform Services	78.56
0156681	Port Supply	78.40
0155805	Sehi Computer Products Inc	77.92
0156967	Verizon California	77.60
0155980	Nolo Press Inc	76.78
0156697	USA Mobility Wireless Inc	75.67
0156370	Rina Padilla	75.00
0156970	Bridget Vu	74.98
0155899	Siemens Water Technologies Corp	74.06
0156241	Physician Sales & Service Inc	72.13
0156633	Alan's Lawnmower & Garden Ctr Inc	71.74
0156882	Aramark Uniform Services	70.44
0157403	Elizabeth Caluag	70.38
0156522	Allotta, Ashley	70.00
0156552	DOCHNAHL, ASHLEY	70.00
0156570	Lui, Vincent	70.00
0156578	Newberry, Lawrence	70.00
0156579	Nguyen, Thuy-Anh	70.00
0156585	Parker, Eric	70.00
0156605	Stevens, Robert	70.00
0156614	Michelle Tsai	70.00
0156973	Jonathan Wang	70.00
0156068	City of Huntington Beach	69.63
0156304	Cambridge University Press	68.37
0155804	Security Signal Devices	68.00
0156182	AT & T	67.68
0156219	LabWest Inc	67.62
0156782	Mesa Consolidated Water Dist	66.45
0156056	AT & T	66.23
0157394	3M Clean Water Solutions	66.00
0156535	AT & T	65.90
0157395	Aardvark Clay Supply	65.61
0157278	Regal Awards	65.25
0156072	Crown Ace Hardware	65.24
0155877	Albert Gasparian	65.12
0156118	Orkin Commercial Services	65.00
0156205	FishMax.Com LLC	65.00
0156231	OC Farm Supply Inc	64.95
0155745	GWC Petty Cash	64.81
0156484	Stater Bros Markets	64.22
0156597	Security Signal Devices	63.88
0157228	Apple Computer Inc	63.08
0156316	Joan Cordova	63.00

0156000	Siemens Water Technologies Corp	62.97
0156612	Amy Thach	62.22
0156238	Pak West Paper & Packaging	61.99
0155860	Aardvark Clay Supply	60.90
0155695	AT & T	60.14
0156885	AT & T	60.11
0156931	Linda Newman	60.00
0157279	Security Signal Devices	59.90
0157457	Sigma-Aldrich Inc	59.84
0156555	Ewing Irrigation Products Inc	59.26
0155882	Marinus Scientific	58.73
0156919	Irvine Pipe & Supply	58.62
0155807	Smart & Final Stores LLC	58.50
0156688	Shinoda Design Center Inc	58.14
0155900	Smardan Supply Co-Orange Coast	58.00
0156726	Art Supply Warehouse	57.68
0157258	Barbara Jean Jones	55.21
0156362	McMaster-Carr	55.17
0157441	Kelly Paper	55.06
0156601	Smardan Supply Co-Orange Coast	54.96
0156641	Carmen's Uniforms Inc	54.35
0156603	Sparkletts	54.29
0156921	Kelly Equipment	53.68
0156554	Eversoft	52.81
0156131	Stater Bros Markets	52.40
0156750	Ellis, Jeanette	52.03
0157262	Richard Kudlik	52.02
0156381	Red-E-Rentals	51.66
0157239	Shirley Collins	51.31
0155971	Infinite Cables Inc	51.29
0157251	GWC Petty Cash	51.27
0157282	Sparkletts	51.00
0156398	Verizon California	50.80
0156844	Stater Bros Markets	50.58
0155755	Nancy Jenkins	50.00
0155777	Ailene Nguyen	50.00
0155803	Susan Sanders	50.00
0155814	Cheryl Stewart	50.00
0156538	Beach Physicians Medical Group	50.00
0157238	CCCEOPSA	50.00
0157460	Smog & Gas of Costa Mesa	50.00
0156101	Lab Safety Supply	49.00
0156594	Loren Sachs	48.86
0155829	Wards Natural Science	48.53
0156348	Irvine Pipe & Supply	48.31
0156290	Alan's Lawnmower & Garden Ctr Inc	48.24

0156701	Vex/Innovation First Inc	47.96
0156599	Seitz, Andrew	47.66
0156808	PSi	47.47
0156384	Rhino Electric Supply	47.40
0156820	Smardan Supply Co-Orange Coast	47.35
0156492	Wards Natural Science	47.03
0156363	Mesa Consolidated Water Dist	45.20
0155934	AAWCC	45.00
0157219	AAWCC	45.00
0157220	AAWCC	45.00
0157221	AAWCC	45.00
0157222	AAWCC	45.00
0157223	AAWCC	45.00
0157396	AAWCC	45.00
0157233	Zhenghong Broyles	44.88
0156126	Seal's Compressed Gases	43.50
0155941	AT & T	41.89
0155942	AT & T	41.89
0156884	AT & T	41.81
0156886	AT & T	41.81
0155966	Efren Galvan	41.25
0156730	Mary Avalos	41.00
0155879	Home Depot	40.94
0156388	Sims-Orange Welding Supply Inc	40.46
0157298	Xerox Corp	40.30
0156534	AT & T	40.12
0156699	Verizon California	39.72
0156661	Inclan, Betty	38.93
0157218	Aardvark Clay Supply	38.55
0156336	Mireille Halley	38.38
0156267	Times Community News	37.50
0157421	City of Newport Beach	37.50
0156946	Rhino Electric Supply	36.98
0156373	Pitney Bowes Presort Services Inc	36.76
0156724	Minal Ajbani	36.28
0157422	Clark Security Products	36.02
0156659	Hitt Marking Devices Inc	35.48
0156338	Dale Harguess	35.34
0155761	Karen Kuehner	35.00
0155775	Nextel Communications	35.00
0156343	Catherine Hutchison	35.00
0156590	Rhino Electric Supply	34.96
0156048	Darian Aistrich	34.07
0155902	Sparkletts	34.00
0156752	Federal Express Corp	33.71
0155892	Pocket Nurse	33.30



0156735	CCC	32.00
0156964	Angelyn Tran	31.65
0157274	Prudential Overall Supply Co	31.59
0157275	Prudential Overall Supply Co	31.59
0157293	Vex/Innovation First Inc	31.17
0156692	The Gas Co	31.13
0157255	HW Wilson Co	31.07
0156244	Prudential Overall Supply Co	30.65
0156475	Prudential Overall Supply Co	30.65
0157452	Prudential Overall Supply Co	30.65
0156660	Home Depot	30.44
0156530	AT & T	30.35
0155893	Prudential Overall Supply Co	30.14
0156124	Prudential Overall Supply Co	30.14
0155959	Community College League of Calif	30.00
0155960	Community College League of Calif	30.00
0156787	Mutual Liquid Gas & Equipment	30.00
0156892	Jeffrey Brown	30.00
0157250	GWC Associated Students	30.00
0156718	Vision Service Plan	29.60
0156615	USA Mobility Wireless Inc	29.51
0156439	Maureen Crayton	29.42
0156526	AT & T	28.54
0156220	Mymy Lam	28.25
0156430	Calif Tool Welding Supply	28.10
0156729	Mary Avalos	28.00
0157420	City of Huntington Beach	26.16
0155914	Tracy Young	25.50
0155801	Reginald Rodriguez	24.48
0156257	SoCal Office Technologies Inc	24.31
0155714	City of Huntington Beach	23.53
0156528	AT & T	23.46
0156569	Leung, Calvin	23.44
0156090	Grainger	23.05
0156270	USA Mobility Wireless Inc	22.39
0156806	Prudential Overall Supply Co	22.21
0156451	Hub Auto Supply	21.70
0156927	Medco Supply Co	21.20
0156353	Konica Minolta Business Solutions Inc	21.00
0156589	Prudential Overall Supply Co	20.93
0156942	Prudential Overall Supply Co	20.93
0155794	Prudential Overall Supply Co	20.76
0156377	Prudential Overall Supply Co	20.76
0155891	Pitney Bowes Presort Services Inc	19.95
0155944	Baker & Taylor	19.90
0156756	Stanley Francus	19.81

0155795	Prudential Overall Supply Co	19.48
0155993	Prudential Overall Supply Co	19.48
0157451	Prudential Overall Supply Co	19.48
0155796	Prudential Overall Supply Co	19.11
0155992	Prudential Overall Supply Co	19.11
0156588	Prudential Overall Supply Co	19.11
0156941	Prudential Overall Supply Co	19.11
0157450	Prudential Overall Supply Co	19.11
0156463	Johnpaul Nguyen	18.30
0156736	CCC ISD	18.01
0156474	Prudential Overall Supply Co	17.73
0156807	Prudential Overall Supply Co	17.73
0156943	Prudential Overall Supply Co	17.73
0155975	Deborah Lewis	17.24
0155793	Prudential Overall Supply Co	16.28
0156243	Prudential Overall Supply Co	16.28
0156372	Pharmedix	15.96
0156900	Constellation NewEnergy Inc	15.00
0156487	The Gas Co	14.87
0156313	Heather Coddling	14.00
0156901	Crown Ace Hardware	13.56
0156293	AT & T	13.52
0156458	Phuonganh Le	13.48
0156644	City of Newport Beach	12.50
0156566	Judith Lagerlof	12.33
0156940	Pitney Bowes Presort Services Inc	11.89
0155963	Ewing Irrigation Products Inc	11.88
0155699	AT & T	11.34
0156638	AT & T	11.27
0156762	Tracy Heffelman	11.22
0156780	Earnest Marchbank	11.22
0156816	Michelle Sambrano	11.22
0156680	Pitney Bowes Presort Services Inc	11.04
0155943	AT & T	10.97
0156887	AT & T	10.97
0157401	AT & T	10.96
0156319	Crown Ace Hardware	10.85
0155945	Beeson, Tayer & Bodine	10.03
0155981	OC School Boards Assn	10.00
0156440	Crown Ace Hardware	9.78
0155724	Crown Ace Hardware	8.69
0156608	Switzer, Stuart	4.84
0155697	AT & T	4.25
0157268	Oce' Imagistics Inc	4.11
0156055	AT & T	0.31

**Total**

**\$ 6,521,328.55**

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
156625	SEWUP JPA CCC Land Development	683,770.00	420894
155840	Continental Plumbing Inc CCC Land Development	358,770.00	420894
156496	Altaware Inc OCC Upgrd Info Tech Ph1	188,254.08	420236
156861	Heinaman Contract Glazing Inc OCC Bldg CHS and Lab Sciences	177,833.00	420207
157486	Continental Plumbing Inc CCC Land Development	92,304.00	420894
156036	Siemens Medical Solutions USA Inc OCC Bldg CHS and Lab Sciences	84,343.83	420207
156853	Brian DeVries Construction Inc OCC Bldg CHS and Lab Sciences	82,158.00	420207
156161	Fisher Scientific OCC Bldg CHS and Lab Sciences	67,842.62	420207
157299	Alpha Mechanical Heating & Air Cond. OCC Bldg CHS and Lab Sciences	66,355.79	420207
156864	Marina Landscape Inc GWC Learning Resource Ctr Ph1	63,936.00	420356
156032	Plumbing Piping & Construction Inc GWC Learning Resource Ctr Ph1	61,890.75	420356
156846	Alpha Mechanical Heating & Air Cond. OCC Bldg CHS and Lab Sciences	61,396.00	420207
156849	Anderson Charnesky Structural Steel OCC Bldg CHS and Lab Sciences	49,120.00	420207
157489	Dougherty & Dougherty Architects LLP OCC Classroom Refurbishment Project	48,311.26	420279
156711	CEM Lab OCC Bldg CHS and Lab Sciences	44,204.50	420207
156855	Climatec Building Technologies Group OCC Technology Mechanical controls	42,890.40	420293
155839	Castlerock Environmental Inc CCC Land Development	41,278.00	420894
155841	Continental Plumbing Inc CCC Land Development	39,863.00	420894
156281	Merry X-Ray Corp OCC Bldg CHS and Lab Sciences	37,276.47	420207
156030	Mobile Modular Management Corp OCC Temp Modular Bldgs	35,763.54	420297
156503	Industry Coatings OCC Bldg CHS and Lab Sciences	35,000.00	420207
156027	Fisher Scientific	34,728.13	420207

156029	OCC Bldg CHS and Lab Sciences Landmark Site Contractors	33,873.30	420356
156033	GWC Learning Resource Ctr Ph1 Sable Systems Int'l Inc	31,916.00	420207
155916	OCC Bldg CHS and Lab Sciences Continental Plumbing Inc	29,405.00	420249
156040	OCC Student Center Vector Resources Inc	29,357.60	420356
156499	GWC Learning Resource Ctr Ph1 CCC Contract Education	27,209.78	420894
155845	CCC Land Development Heinaman Contract Glazing Inc	25,116.00	420207
156873	OCC Bldg CHS and Lab Sciences Vector Resources Inc	24,972.67	420356
155917	Crown Fence Co	24,192.00	420299
155854	TYR Inc	23,208.00	420356
155842	Crew Inc	22,738.00	420894
155851	RVH Constructors Inc	22,365.00	420207
155843	DMA Greencare Contracting Inc	22,224.00	420207
156043	Wolf Form Co Inc	21,869.66	420207
155838	Brian DeVries Construction Inc	21,831.00	420207
156504	IngMar Medical Ltd	21,654.02	420207
156284	UCMI Inc	21,120.00	420894
156624	Keenan & Associates	20,617.99	420894
156026	Egan Visual Inc	18,814.87	420356
156845	A-1 Fire Protection Inc	18,450.00	420249
156869	RVH Constructors Inc	16,200.00	420207
156865	Marina Landscape Inc	14,710.50	420356
157485	Castlerock Environmental Inc	14,278.00	420894
157304	OptiTex USA Inc	14,050.00	420207
155852	SCS Flooring Systems	13,167.00	420207
155923	UCMI Inc	12,800.00	420207
156497	Carolina Biological Supply	12,792.59	420207
157303	MVE Institutional Inc	12,705.50	420201
156163	So Cal Soil & Testing Inc	12,562.59	420207
156505	MVE Institutional Inc	12,241.80	420201
156028	JB McGalliard & Sons Inc	12,024.00	420249
157302	Mobile Modular Management Corp	11,921.18	420297
156039	UCMI Inc	11,200.00	420249
155853	Snowden Electric Co Inc	11,151.00	420894
157487	Continental Plumbing Inc	10,256.00	420894
156980	Industry Coatings	9,750.00	420207
155847	Michael Brandman Assoc	9,499.50	420894
155836	Bergelectric Corp	9,450.00	420207
157488	Crew Inc	9,351.00	420894
156854	Brian DeVries Construction Inc	9,128.00	420207

156031	Plancorp	9,100.00	420356
156159	Dentsply Rinn	9,006.16	420207
155844	Elljay Acoustics Inc	8,626.00	420207
156851	Bergelectric Corp	8,498.00	420207
156162	IngMar Medical Ltd	8,214.26	420207
156508	UCMI Inc	8,000.00	420207
157300	Dougherty & Dougherty Architects LLP	7,338.21	420279
157493	Snowden Electric Co Inc	7,254.00	420894
156035	Siemens Industry Inc	7,125.00	420207
156866	Marina Landscape Inc	7,104.00	420356
156847	Alpha Mechanical Heating & Air Cond.	6,822.00	420207
156042	Willdan Geotechnical	6,410.00	420894
156041	Wards Natural Science	6,393.50	420207
155922	Secure Content Solutions	6,163.08	420207
156857	Cuyamaca Const Inc	5,872.00	420249
155919	Mikron Instruments	5,856.31	420207
156860	Gamma Builders Inc	5,784.00	420249
156285	Willdan Geotechnical	5,775.00	420894
156850	Anderson Charnesky Structural Steel	5,458.00	420207
155918	IngMar Medical Ltd	5,413.48	420207
156282	Michael Brandman Assoc	5,302.50	420894
156868	Native Electrical Construction Inc	5,195.30	420207
156622	Keenan & Associates	4,804.00	420356
156978	EDGE Development Inc	4,572.00	420249
155925	World-Wide Fire Inc	4,260.45	420249
155850	Native Electrical Construction Inc	4,140.00	420207
155848	Mitsubishi Electric & Electronics USA	4,100.00	420207
156506	Pocket Nurse	4,004.00	420207
156852	Best Contracting Services Inc	3,884.00	420207
156507	Storefront Door Repair	3,780.00	420249
156623	Keenan & Associates	3,661.00	420356
156498	CCC Contract Education	3,457.96	420894
156158	Climatec Building Technologies Group	3,454.08	420292
156406	Seal's Compressed Gases	3,079.00	420207
156871	Sierra Lathing Co Inc	2,947.00	420249
156862	ISEC	2,918.00	420207
156501	Electro Systems Electric	2,740.00	420283
156025	Dell Higher Education	2,601.40	420207
156278	Allana Buick Bers Inc	2,491.57	420894
157494	Tint Pros	2,477.00	420207
156502	Henry Schein Inc	2,450.63	420207
155837	Brian DeVries Construction Inc	2,426.00	420207
156283	State Board of Equalization	2,355.00	420207
157305	Wards Natural Science	2,327.35	420207
156037	Titan Environmental Solutions Inc	2,130.00	420279
157490	Eckert & Associates	2,100.00	420207

156044	Workplace Resource	2,075.70	420207
156863	Liberty Glass & Metal Inc	2,047.00	420249
155846	J Colavin & Son Inc	2,000.00	420249
156867	Marina Landscape Inc	1,634.50	420356
157484	Carolina Biological Supply	1,302.35	420207
157301	Fisher Scientific	1,180.10	420207
156620	Fisher Scientific	1,065.75	420207
156018	Anderson Charnesky Structural Steel	965.00	420207
156859	Dennison Electric Inc	903.00	420249
156500	Digital Networks Group Inc	870.83	420207
157491	Glumac	819.00	420894
155849	ModSpace	761.26	420399
156280	LPA Inc	708.00	420894
156038	Tri-Anim Health Services	656.04	420207
156024	C2 Reprographics	524.86	420279
156981	Keenan & Associates	521.81	420356
156979	EDGE Development Inc	508.00	420249
156858	Day Star Industries Inc	495.00	420249
156621	Keenan & Associates	464.06	420356
156157	Amer 3D Scientific	410.00	420207
156872	Sierra Lathing Co Inc	328.00	420249
156023	C2 Reprographics	266.33	420279
155915	Construction Testing & Engineering Inc	250.00	420249
156710	C2 Reprographics	233.88	420249
156020	C2 Reprographics	225.55	420228
156164	Times Community News	225.00	420894
156021	C2 Reprographics	177.87	420228
156856	Continental Plumbing Inc	172.00	420249
156870	Seal's Compressed Gases	154.42	420207
155921	Seal's Compressed Gases	146.27	420207
156709	C2 Reprographics	103.20	420894
157492	Seal's Compressed Gases	100.27	420207
155920	OptiTex USA Inc	80.00	420207
156022	C2 Reprographics	70.81	420249
156034	Siemens Industry Inc	57.00	420207
155924	World Point	52.79	420207

Total

\$ 4,204,425.24





## DISCUSSION CALENDAR

## **23. Ratification / Approval of Checks**

## **24. Check List for General Obligation Bond Fund**

## **25. Authorization for Special Payments**

## **26. Approval of Agreements**

**Subject**            **26.01 DIST - Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**         **26. Approval of Agreements**

**Access**            **Public**

**Type**              **Discussion**

**Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.**

### **1. Background**

School Services of California, Inc. has been a major resource in providing services to aid the District in carrying out its fiscal and policy responsibilities regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues.

### **2. Goal/Purpose**

- a. Deliver one copy of each edition of the *Community College Update* and one copy of the California Community College's annual budget, including capital outlay provisions.
- b. Access to information on Consultant's Internet website regarding major community college fiscal issues.
- c. Receive review and analysis of all major legislative bills having an impact on community colleges.
- d. Gain first-hand review and materials from meetings held by the State Chancellor's Office.
- e. Receive counsel relating to education mandated programs.

### **3. Comments**

No increase of fee from previous years.

### **4. Recommendation Statement**

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given by the Board to renew a professional consultant agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign this agreement. (See Attachment # 6 ).

### **5. Fiscal Review and Impact**

\$4,200 annually, plus "expenses" payable at \$350 per month upon billing from Consultant.

Administrative File Attachments

[School Services of CA Agreement 2011-2012.pdf \(64 KB\)](#)

**Subject**            **26.02 CCC - Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           26. Approval of Agreements

**Access**             Public

**Type**               Discussion

**Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services.**

**1. Background:** In May 2009, the Coast Community College District entered into an Agreement with U.S. College Compass, LLC to assess and prepare students selected for admission to Guangzhou Xiang Jiang High School (XJHS) in China for future admission to a United States College or University. The CCC Education Bound U.S. (EBUS) Program offers intensive classroom and individualized computer-assisted ESL instruction and college level courses to high school students in China to prepare them for transfer to U.S. colleges and universities. U.S. College Compass is the authorized representative of XJHS and in June 2010, a follow-on Agreement was executed outlining Coastline services for the 2010-11 academic term. In April 2011, an amendment was executed outlining services for the summer 2011 program. This amendment extends the term of the Agreement through July 2012 and provides for additional services as outlined in Exhibit D for the 2011-12 academic year.

**2. Goal/Purpose:** Continue our collaboration with Xiang Jiang High School; Outlines costs and payment terms for delivery of services; Generates 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 Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See U.S. College Compass 002 Attachment #7). Prior Board Approval: 4/6/11 and 6/16/10)

**5. Fiscal Review and Impact:** Gross Income of \$377,230.

File Attachments

[U.S. College Compass 002.pdf \(106 KB\)](#)

**Subject**            **26.03 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South.**

**1. Background:** This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On the Job Training and Work Experience), Disability Program Navigator and Senior Community Service Employment Program.

**2. Goal/Purpose:** Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - South Attachment #8)

**5. Fiscal Review and Impact:** The County will reimburse Coastline Community College \$1,912,456 for operation of these programs.

**File Attachments**

[WIA South.PDF \(4,080 KB\)](#)

**Subject**            **26.04 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.**

**1. Background:** This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On the Job Training and Work Experience), Disability Program Navigator and Senior Community Service Employment Program.

**2. Goal/Purpose:** Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - North Attachment #9)

**5. Fiscal Review and Impact:** The County will reimburse Coastline Community College \$1,912,456 for operation of these programs.

File Attachments

[WIA North.PDF \(4,083 KB\)](#)

**Subject**            **26.05 OCC - Approve Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the purpose of teaching Effective Project Management training course offered by Orange Coast College**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           26. Approval of Agreements

**Access**             Public

**Type**               Discussion

**Background:** The course includes classroom instruction in Effective Product Management Training and the curriculum belongs to Core Performance Concepts Inc. This is an industry certification.

**Goal/Purpose:** To offer classroom instruction in Effective Project Management Training available to the community.

**Comments:** Reviewed by Risk Services

**Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Core Performance Concepts Inc. and the Coast Community college District for the purpose of offering Effective Project Management 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. (See Attachment #10)

**Fiscal Impact:** Orange Coast College Community Education to receive revenue from the contract through participating registrations.

File Attachments

[Core.PDF \(4,426 KB\)](#)

[Scan001.PDF \(141 KB\)](#)

Admin Content  
Julie Clevenger

**Subject**            **26.06 Approval of Employment Agreement, Vice President of Student Success**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**        26. Approval of Agreements  
**Access**           Public  
**Type**             Discussion

**Approval of Employment Agreement, Vice President of Student Success, GWC**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the Employment Agreement for the Vice President of Student Success, GWC, effective July 1, 2011 through June 30, 2013. Compensation to be based on the appropriate step placement, as indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (The College President will provide the Contract to the Board and Public at the time that this item is considered by the Board of Trustees).

**Subject**            **26.07 GWC - Approve Non-Standard Work for Hire Agreement between Marius Cucurny and the Coast Community College District for Community Based Job Training (CBJT) Grant**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Non-Standard Work for Hire Agreement between Marius Cucurny and the Coast Community College District for Community Based Job Training (CBJT) Grant**

**1. Background Information:** Golden West College is the subcontractor for CBJT Grant. Marius Cucurny will participate in the Grant as the Faculty Lead to reach the goals and purposes as described in Item 2.

**2. Goal/Purpose:**

1. Participate in all curriculum related collaborations with CBJT partners
2. Prepare course outlines, certificates, and major documents
3. Manage the outline and certificate material through the curriculum committee
4. Prepare the state applications for program major and career certificates
5. Manage the state applications through the LOWDL and Chancellor's Office processes
6. Develop and prepare all instructional material (presentations, learning modules, projects, etc.) for each course in the program appropriate for national level adoption

**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 Marius Cucurny and the Coast Community College District for participation in the 2011-12. Golden West College/CBJT Grant Project, from July 1, 2011 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 Work for Hire Agreement - Cucurny, Attachment #11 )

**5. Fiscal Impact:** \$3,600 to be paid from CBJT Grant funds.

**File Attachments**

[Work For Hire Agreement - Cucurny.pdf \(51 KB\)](#)



**Subject**            **26.08 GWC - Approve Non-Standard Work for Hire Agreement between Tom Hersh and the Coast Community College District for Community Based Job Training (CBJT) Grant**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Non-Standard Work for Hire Agreement between Tom Hersh and the Coast Community College District for Community Based Job Training (CBJT) Grant**

**1. Background Information:** Golden West College is the subcontractor for CBJT Grant. Tom Hersh will participate in the Grant as the Faculty Lead to reach the goals and purposes as described in Item 2.

**2. Goal/Purpose:**

1. Participate in all curriculum related collaborations with CBJT partners
2. Prepare course outlines, certificates, and major documents
3. Manage the outline and certificate material through the curriculum committee
4. Prepare the state applications for program major and career certificates
5. Manage the state applications through the LOWDL and Chancellor's Office processes
6. Develop and prepare all instructional material (presentations, learning modules, projects, etc.) for each course in the program appropriate for national level adoption

**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 Tom Hersh and the Coast Community College District for participation in the 2011-12 Golden West College/CBJT Grant Project, from July 1, 2011 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 Work for Hire Agreement - Hersh, Attachment #12 )

**5. Fiscal Impact:** \$3,600 to be paid from CBJT Grant funds.

**File Attachments**

[Work For Hire Agreement - Hersh .pdf \(51 KB\)](#)

**Subject**            **26.09 CCC - Approve Amended Agreement between Career Academy.com, Inc. and the Coast Community College District to Offer Training Solutions to Members of the United States Armed Forces.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Amended Agreement between Career Academy.com, Inc. and the Coast Community College District to Offer Training Solutions to Members of the United States Armed Forces.**

**1. Background:** In June 2009, the Coast Community College District entered into a Marketing and Distribution Agreement with Career Academy.com, Inc. to offer training solutions for CCNA and A+ Certification programs to servicemembers. The Amendment extends the term of the Agreement through June 30, 2012.

**2. Goal/Purpose:** Extends the term of the Agreement; Enables servicemembers to complete programs in which they are currently enrolled; Provides technology-based program support for specific college programs.

**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 Amended Agreement between Career Academy.com, Inc. and the Coast Community College District to offer training solutions for CCNA and A+ Certification programs to members of the United States Armed Forces. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Career Academy Agreement #13. Prior Board Approval: 7/15/09)

**5. Fiscal Review and Impact:** Income to District: \$372.50-\$521.25/course enrollment.

**File Attachments**

[CareerAcademy.pdf \(13 KB\)](#)

**Subject**            **26.10 CCC - Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation, and the Coast Community College District to Lease Commercial Coach Modular Units.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            26. Approval of Agreements

**Access**            Public

**Type**            Discussion

**Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation, and the Coast Community College District to Lease Commercial Coach Modular Units.**

**1. Background:** These relocatable modular units will provide classroom space for the Coastline Community College Early College High School Program at the Costa Mesa site. The amendment extends the term of the agreement for an additional 12 months until June 30, 2012. At that point, the program will transition to the Newport Beach Learning.

**2. Goal/Purpose:** Extends the term of the Agreement and provides space for Early College High School faculty and students.

**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 with Mobile Modular Management Corporation and the Coast Community College District for the lease of eight relocatable modular units located at the Costa Mesa Center, 2990 Mesa Verde Drive East, Costa Mesa, CA. Term of the Agreement is for 12 months beginning July 1, 2011 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 Mobile Modular Attachment #14)

**5. Fiscal Impact:** Annual rent \$46,476. Funding Source: General fund.

File Attachments

[Mobile Modular.pdf \(156 KB\)](#)

**Subject**            **26.11 Approve Standard Agreement between the International Student Dual Admission (ISDA) Program Out-of-State University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an Out-of-State ISDA University Partner**

Meeting            Jun 15, 2011 - Regular Meeting

Category           26. Approval of Agreements

Access            Public

Type               Discussion

**Approve Standard Agreement between the International Student Dual Admission (ISDA) Program Out-of-State University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an Out-of-State ISDA University Partner**

1. Background:Coast Community College District, in cooperation with U.S. College Compass, Inc., is committed to global education and has instituted a program for international students—the International Student Dual Admission (ISDA) Program. With comprehensive planning over the past year, the District has formed partnerships with a number of four-year universities throughout the United States that will permit students to complete their first two years of college work at one of the Coast Colleges, and then seamlessly transfer to one of the universities in this program. This agreement has been developed in conjunction with the out-of-state universities allowing for dual admission. The ISDA Program is coordinated through the District office with the International Student Program directors at the three Coast Colleges. The first group of participating out-of-state universities are:

Institution	City	State
Dillard University	New Orleans	LA
Drake University	Des Moines	IA
Montclair State University	Upper Montclair	NJ
Northern Michigan University	Marquette	MI
University of South Florida	Tampa	FL
University of Texas at El Paso	El Paso	TX

2. Goal/Purpose: This program will draw international students to the Coast Colleges. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.

3. Comments(if any): None.

4. Recommendation Statement: After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Standard Agreement between the International Student Dual Admission Program Out-of-State University Partner and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to an out-of-state ISDA University Partner. The Agreement outlines the responsibilities of both partners and all of

the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See attachment # 32)

5. Fiscal Review and Impact: The annual income to the district from ISDA students will be \$3,296.00 to \$3,796.00 per enrolled student in this program based on 12 units of academic load.

**Subject**            **26.12 Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students, and Provide Support Services for Transfer to a CCCD College.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           26. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students, and Provide Support Services for Transfer to a CCCD College.**

1. **Background:**Coast Community College District (CCCD) is partnering with international universities on a number of programs in increasing international students and educational exchanges. U.S. College Compass will assist CCCD in liaison, coordination, recruitment, and student support services for those programs. CCCD is committed to global education and has implemented a partnership with U.S. College Compass in order to increase CCCD international student enrollment through recruitment.

2. **Goal/Purpose:** This program will draw international students to the Coast Colleges. USCC's assistance will provide efficient and effective admission, transitions, and transfer of international students. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.

3. **Comments**(if any): None.

4. **Recommendation Statement:** After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between U.S. College Compass and the Coast Community College District to recruit and increase CCCD enrollment for international student. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See attachment #31 )

5. **Fiscal Review and Impact:** The annual income to the district from this partnership will be \$3,296.00 to \$3,796.00 per enrolled student based on 12 units of academic load and the number of enrollments.

**Subject**            **26.13 Approve Agreement between Beijing Normal University Zhuhai-Foreign Language School (BNUZ-FLS), Higher Education Resource Board (HERB), and Coast Community College District (Coastline Community College) to Provide College Courses to Students Enrolled in BNUZ Foreign Language School**

Meeting            Jun 15, 2011 - Regular Meeting

Category           26. Approval of Agreements

Access             Public

Type                Discussion

**Approve Agreement between Beijing Normal University Zhuhai-Foreign Language School (BNUZ-FLS), Higher Education Resource Board (HERB), and Coast Community College District (Coastline Community College) to Provide College Courses to Students Enrolled in BNUZ Foreign Language School**

1. **Background:** Coastline Community College has established a high school to college program modeled after the Early College High School (ECHS) program, and referred to as Early College Program (ECP) to offer college credit courses and education services through contract education to international high schools abroad. Beijing Normal University Zhuhai's affiliated Foreign Language School will offer Coastline's high school to college program through a contract education arrangement with BNUZ-FLS and HERB.

2. **Goal/Purpose:** This program will further enhance the District's international education program expansion. Faculty and staff have opportunities to learn and exchange experiences in teaching and working with students and faculty from abroad. Coastline's Early College High School students will also be provided learning experiences with their peers at the Beijing Normal University's Foreign Language School students. In addition, it will provide additional income revenue to the district.

3. **Comments(if any):** None.

4. **Recommendation Statement:** After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between Beijing Normal University-Zhuhai-Foreign Language School (BNUZ-FLS), Higher Education Resource Board (HERB), and Coast Community College District (Coastline Community College) to Provide College Courses to Students Enrolled in BNUZ Foreign Language School. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

5. **Fiscal Review and Impact:** The annual income to the district from this program based on a minimum of 100 students will be \$410,000 for the first year and \$820,000 and \$1,230,000 for the third year with an increase of minimum 100 additional students a year.

## **27. Buildings and Grounds Approvals**

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**Subject**            **27.01 DIST - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center Phase 1, Bid No. 1977**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**          **27. Buildings and Grounds Approvals**

**Access**            **Public**

**Type**              **Discussion**

**Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center Phase I; Bid No. 1977**

**1. Background:**

This change order represents a full and final reconciliation of contract allowances for related to the Bid No. 1977, Coastline Community College Newport Beach Learning Center, Phase I. All demolition activities and underground utility preparation work has been completed and the project has transitioned into the building construction phase.

**2. Goal/Purpose:**

Site preparation for construction of Newport Beach Learning Center, in accordance with the campus master plan.

**3. Comments:**

In conjunction with Bid No. 1986, this action will conclude all site preparation contracts for this project, while yielding a deduct change order in the amount of \$101,100.

**4. Recommendation Statement:**

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Coastline Community College Newport Beach Learning Center Phase I; Bid No. 1977 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.

**Castlerock Environmental, Inc. – Category A – Abatement and Demolition**

Final Contract Closeout:

Outstanding contractor costs less unused allowance            <\$11,017.00>

**Contract Amount:** \$265,751.00 (C.O. 1: 4.15% Decrease;

**Total Change Orders:** <\$11,017.00> (4.15% Decrease)



Continental Plumbing, Inc. – Category B – Underground Utilities

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 37,713.00>

Contract Amount: \$908,005.00 (C.O. 1: 4.15% Decrease)

Total Change Orders: <\$37,713.00> (4.15% Decrease)

Snowden Electric Company, Inc. – Category D– Underground Electrical

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 44,700.00>

Contract Amount: \$173,500.00 (C.O. 1: 25.76% Decrease)

Total Change Orders: <\$44,700.00> (25.76% Decrease)

**Fiscal Impact:** <\$93,430.00> (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
CCC Newport Beach Learning Center

See Attachment #15

Administrative File Attachments

[CCC Catlerock.pdf \(30 KB\)](#)

[CCC Continental Plumbing.pdf \(32 KB\)](#)

[CCC Snowden Electric #01.pdf \(29 KB\)](#)

**Subject** 27.02 DIST - Approve Change Order No. 1; Coastline Community College  
Newport Beach Learning Center Increment 1; Rebid Earth/Grading; Bid 1986

**Meeting** Jun 15, 2011 - Regular Meeting

**Category** 27. Buildings and Grounds Approvals

**Access** Public

**Type** Discussion

**Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center  
Increment I; Rebid Earthwork/Grading; Bid No. 1986**

**1. Background:**

This change order represents a full and final reconciliation of contract allowances for related to the Bid No. 1986, Coastline Community College Newport Beach Learning Center, Phase I Rebid. All preparatory earthwork and grading work has been completed and the project has transitioned into the building construction phase.

**2. Goal/Purpose:**

Site preparation for construction of Newport Beach Learning Center, in accordance with the campus master plan.

**3. Comments:**

In conjunction with Bid No. 1977, this action will conclude all site preparation contracts for this project, while yielding a deductive change order in the amount of \$101,100.

**4. Recommendation Statement:**

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Coastline Community College Newport Beach Learning Center Increment I; Rebid Earthwork/Grading Bid No. 1986 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.

Crew, Inc. – Category C – Earthwork/Grading

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$7,670.00>

Contract Amount: \$137,400.00 (C.O. 1: 0.56% Decrease;

Total Change Orders: <\$7,670.00> (0.56% Decrease)

**Fiscal Impact:** <\$7,670.00> (Measure C – General Obligation Bond Fund)

Master Plan Approved Project  
CCC Newport Beach Learning Center

See Attachment #16

File Attachments

[CCC Crew #01.pdf \(29 KB\)](#)

**Subject**           **27.03 DIST - Approve Change Order No. 6; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**

**Meeting**           Jun 15, 2011 - Regular Meeting

**Category**           27. Buildings and Grounds Approvals

**Access**            Public

**Type**              Discussion

**Approve Change Order No. 6; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**

**1. Background:**

As planned, Orange Coast College took occupancy of the ABC project in January 2011. All site preparation contracts and fifteen (15) of the nineteen (19) total construction contracts have been closed out for this project. Final negotiations are ongoing with three contractors. This change order seeks approval of all mutually agreed upon changes, pending further discussions and final reconciliation of outstanding issues. One contractor, FM & Sons, is pursuing formal action against the District.

**2. Goal/Purpose:**

Final contract/project closeout.

**3. Comments:**

None

**4. Recommendation Statement:**

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 6 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.

Alpha Mechanical Heating & Air Conditioning – Category R – HVAC/Plumbing

Change Order Reconciliation through May 2011:       \$ 48,788.00

Contract Amount: \$4,548,000.00 (C.O. 6: 1.10% Increase)

Total Change Orders: \$48,788.00 (1.10% Increase)

Bergelectric Corporation – Category T – Electrical/Fire Alarm/Low Voltage

Change Order Reconciliation through May 2011:       \$ 49,897.00

Contract Amount: \$3,310,000.00 (C.O. 6: 1.51% Increase)  
Total Change Orders: \$109,422.00 (3.31% Increase)

**Fiscal Impact:** \$98,685.00 (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Consumer Health & Science Building  
(ABC Building)

See Attachment #17

File Attachments

[OCC CO Bid 1965.pdf \(118 KB\)](#)

**Subject**           **27.04 DIST - Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase II Rebid No. 1994**

**Meeting**           Jun 15, 2011 - Regular Meeting

**Category**          27. Buildings and Grounds Approvals

**Access**           Public

**Type**             Discussion

**Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994**

**1. Background:**

The last remaining bid package for the Coastline Community College Newport Beach Learning Center project is for the proposed photovoltaic system installation. After review with campus leadership and the project team, it is being recommended that all bids be rejected pending further cost/payback analysis and capital finance planning.

Awarding this scope of work is not critical to the project completion schedule and will not impact the overall project duration. The project team will continue to evaluate this opportunity and will provide a follow-up report to the Board's Land Development Committee.

**2. Goal/Purpose:**

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

**3. Comments:**

None

**4. Recommendation Statement:**

Notices were published on March 10 and March 17, 2011 in the newspaper as well as in four trade journals requesting bids. The below listed bids were opened on April 21, 2011 as part of the Coastline Community College Newport Beach Learning Center; Phase II Rebid; Bid No. 1994.

After review by the Interim Vice President of Administrative Services, Assistant Director of Facilities and Planning, and Vice Chancellor of Finance and Administrative Services, it is recommended that all bids be rejected for Category Y, Photovoltaic System, under Bid No. 1994.

Category Y – Photovoltaic System

Base Bid

**All Bids Rejected**

1. CSI Electrical Contractors, Inc.	\$ 948,850.00
2. AAA Solar Electric, Inc.	\$ 976,905.37

- |   |                |
|---|----------------|
| 3. Best Contracting Services, Inc., Gardena, CA 90248 | \$1,196,935.00 |
| 4. Penick Berg JV, San Diego, CA 92128                | \$1,559,560.00 |

**Fiscal Impact:** None

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

**Subject**            **27.05 DIST - Approve Security Surveillance System Expansion from Honeywell a Sole Source for Orange Coast College**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           27. Buildings and Grounds Approvals

**Access**             Public

**Type**                Discussion

**Approve Security Surveillance System Expansion from Honeywell a Sole Source for Orange Coast College**

**1. Background:**

Currently, Orange Coast College utilizes the Honeywell EBI/DVM network, to operate security surveillance, access controls, and building system controls. This proposal seeks to expand the existing Closed Circuit Television System by adding 118 new outdoor cameras. This project has been approved by the Orange Coast College Facilities Planning Committee, and will include all design, labor, material, equipment, software upgrades, testing and accessories to furnish and install a complete system.

**2. Goal/Purpose:**

Enhance campus safety/security as approved by the college Facilities Planning Committee.

**3. Comments:**

The total dollar amount for this purchase order would exceed the bid limit; however Honeywell is the only vendor that can provide this upgrade as the existing network is proprietary. Pursuant to public contract code, the District has solicited the opinion of an independent consultant with expertise regarding this issue. As required, the consultant's opinion states that this is a "sole source" product and/or service.

**4. Recommendation Statement:**

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that the Board authorize be given to employ Honeywell for the Orange Coast College Security Surveillance System Expansion. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

**Fiscal Impact: \$799,100**

(Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Energy Efficiency Upgrades  
OCC Fire & Safety

Attachment #18



File Attachments

[OCC Honeywell.pdf \(94 KB\)](#)

**Subject**            **27.06 DIST - Authorization to Purchase Three Hundred and Thirty Three (333) Dell Computers for the Orange Coast College John R. Clark Computing Center using the Western States Contracting Alliance (WSCA) Master Price Agreement.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            27. Buildings and Grounds Approvals

**Access**             Public

**Type**                Discussion

**Authorization to Purchase Three Hundred and Thirty Three (333) Dell computers for the Orange Coast College John R. Clark Computing Center using the Western States Contracting Alliance (WSCA) Master Price Agreement.**

**1. Background.**

Public contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

On June 18, 2003, the Board approved the staff recommendation to set a District standard using Dell computer equipment. This updated request is to continue the use of Dell as a standard. As noted before, the procurement of Dell computers will provide a higher level of service with the latest technology and a substantial cost saving for the District.

**2. Goal/Purpose:**

The computers will be used in classrooms, labs, and faculty offices in the John R. Clark Computing Center, Math, and Business classrooms. These new computers will replace machines that are at least 7 years old and will allow trickle down computers for administrative staff. The computers will provide students with improved computing power and ability to work with the most current software.

**3. Comments: None.**

**4. Recommendation Statement:**

After review by the Senior Director of Technology at Orange Coast College, Director of Purchasing and the Vice Chancellor of Education Services and Technology, it is recommended by the Chancellor that the Board authorize the Manager of Purchasing to issue a purchase order for Three Hundred and Thirty Three (333) Dell computers using the WSCA Master.

**5. Fiscal Impact: \$433,000**      (Measure C-General Obligation Bond Fund)  
   Business, Computing and Math Classroom Improvements  
   OCC Foundation Funds  
   OCC Capital Outlay Funds

**Subject**            **27.07 DIST - Authorization for Approval and Submission of Cambridge West Partnership LLC; 2013-2017 Five-Year Construction Plan for Orange Coast College, Golden West, Coastline College, and the District**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           27. Buildings and Grounds Approvals

**Access**            Public

**Type**              Discussion

**Authorization for Approval and Submission of Cambridge West Partnership, LLC; 2013-2017 Five-Year Construction Plan; for Orange Coast College, Golden West College, Coastline College, and the District.**

## **1. Background**

The Five-Year Construction Plan (FYCP) is an annual document required by the State Chancellor's Office. Included in the FYCP are projects that the District expects to pursue, both currently and over the State's budget window for funding assistance – a period that begins in 2013 and ends in 2017.

The purpose of the FYCP is twofold: 1) To provide the State with insight as to District's existing use of facilities as compared to student demand and, 2) to determine the worthiness of the District for funding support for its capital construction program.

District staff, as well as the staff from each of the three Colleges, has been working throughout the year with Cambridge West Partnership to manage those elements that determine funding support. The FYCP is a culmination and reflection of this process. The goal is to formulate a FYCP that will continue the District's success in attracting revenues for its capital projects. The District's program for attracting state funds has been one of the most successful programs in the State.

## **2. Goal/Purpose**

This year's proposed FYCP includes 13 projects. Specific to this year's plan are Final Project Proposals (FPPs) for the Golden West College Criminal Justice Training Center (\$17,231,140 project, requesting 60% State funding) and Orange Coast College Language Arts and Social Science Project (\$43,725,024 project, requesting 75% State funding).

Resolutions to approve the submission of these two FPPs are recommended for individual action on this Board agenda.

## **3. Comments**

These project proposals have been developed in accordance with the Vision 2020 Facilities Master Plan.

## **4. Recommendation Statement**

After review by the Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for approval and submittal of the Coast Community College District's 2013-2017 Five-Year Construction Plan to the California Community Colleges State Chancellor's Office.

Approval by the Board is being requested so that all related documents can be formally registered with the Office of the State Chancellor. It is further recommended that the Chancellor, or designee, be authorized to sign related documents for submission.

**Fiscal Impact:** \$0 (no fiscal impact for proposal submission)

Attachment #19

File Attachments

[5 Yr Cambridge West EXEC SUMMARY.pdf \(44 KB\)](#)

**Subject**            **27.08 DIST - Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           27. Buildings and Grounds Approvals

**Access**             Public

**Type**                Discussion

**Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2013-2014 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Orange Coast College, Language Arts and Social Science Project  
New Construction of 69,701 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Orange Coast College: Language Arts and Social Science

Project Element	State Funds Requested	Non State Funds (District Funds)	Project Costs
Land Acquisition	\$ 0	\$ 0	\$ 0
Preliminary Plans	\$ 1,068,959	\$ 356,320	\$ 1,425,279
Working Drawings	\$ 1,188,792	\$ 396,264	\$ 1,585,056
Construction Funding	\$29,224,019	\$ 9,741,341	\$38,965,360
Equipment	\$ 1,311,997	\$ 437,332	\$ 1,749,329
<b>Total</b>	<b>\$32,793,767</b>	<b>\$10,931,257</b>	<b>\$43,725,024</b>

**Fiscal Impact:**     \$43,725,024 Total  
                              \$32,793,767 (from 2013/2014 State Capital Outlay Funds)  
                              \$10,931,257 (from Coast Community College District Funds)  
                              Master Plan Approved Projects  
                              OCC Language Arts and Social Science Projects

Attachment #20

File Attachments  
[OCC Cambridge West.pdf \(119 KB\)](#)

**Subject**            **27.09 DIST - Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**        **27. Buildings and Grounds Approvals**

**Access**           **Public**

**Type**             **Discussion**

**Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2013-2014 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Golden West College, Criminal Justice Training Center  
New Construction of 25,974 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application

or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

**Golden West College: Criminal Justice Training Center**

<b>Project Element</b>	<b>State Funds Requested</b>	<b>Non State Funds (District Funds)</b>	<b>Project Costs</b>
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$ 365,552	\$ 243,702	\$ 609,254
Working Drawings	\$ 370,300	\$ 246,866	\$ 617,166
Construction Funding	\$ 8,904,994	\$ 5,936,662	\$14,841,656
Equipment	\$ 697,838	\$ 465,225	\$ 1,163,064
<b>Total</b>	<b>\$10,338,685</b>	<b>\$ 6,892,455</b>	<b>\$17,231,140</b>

**Fiscal Impact:** \$17,231,140 Total  
\$10,338,685 (2013/2014 State Capital Outlay Funds)  
\$ 6,892,455 (Coast Community College District Funds)  
Master Plan Approved Projects  
GWC Criminal Justice Training Center

Attachment #21

File Attachments

[GWC Cambridge West.pdf \(117 KB\)](#)



**Subject**            **27.10 DIST - Authorization to Approve a Standard Agreement Between the Coast Community College District (Golden West College) and Southland Industries for Preventative Maintenance of the Central Plant**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**            27. Buildings and Grounds Approvals

**Access**             Public

**Type**                Discussion

**Authorization to Approve a Standard Agreement Between the Coast Community College District (Golden West College) and Southland Industries for Preventative Maintenance of the Central Plant.**

**1. Background:** On May 7, 2008 the Board of Trustees approved a four (4) year agreement for preventative maintenance with Southland Industries. That agreement subsequently expired and this new agreement is for the renewal of an annual maintenance agreement.

**2. Goal/Purpose:** To maintain the HVAC system at its optimum.

**3. Comments:** None.

**4. Recommendation Statement:** After a review by the President of Golden West College, Manager of Purchasing; Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approve the annual agreement for preventative maintenance with Southland Industries.

**5. Fiscal Impact:** \$72,312.00 (General Funds) (See Attachment #22)

**Subject**            **27.11 Approve Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**          27. Buildings and Grounds Approvals

**Access**            Public

**Type**              Discussion

**Approve Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium**

**1. Background:**

This project consists of a new, approximately 9,200 gross square feet (gsf), single-story Planetarium, in general conformance with scope defined in the 2009 Feasibility Study.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building and will require demolition of the existing Planetarium Building.

The assumed construction value of the project is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and will need to be adjusted for inflation, construction cost escalation, and increased cost of specialized technological equipment at the time of construction bidding.

**2. Goal/Purpose**

Preliminary design of a campus master planned building in accordance with Vision 2020.

**3. Comments**

As fundraising efforts for the construction of this project are ongoing, Orange Coast College will only proceed with the preliminary planning phase at this time. This results in an immediate-term fiscal impact of \$199,680 (plus \$4,500 reimbursable allowance).

**4. Recommendation Statement**

The District publically advertised a Request for Qualifications (RFQ) for Architectural Design Services on February 14, 2011. As a result, the Orange Coast College Planetarium Architect Selection Committee received sixteen (16) RFQ responses, interviewed six prospective candidates and three subsequent finalists, and ultimately determined that Hill Partnership, Inc. presented the best qualifications to successfully design this technologically unique and complex building.

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership Inc. for architectural services for the Orange Coast College Planetarium pursuant to the Districts' Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

Preliminary Planning Phase

- |    |                          |           |
|----|--------------------------|-----------|
| a. | Design Phase             | \$ 66,560 |
| b. | Design Development Phase | \$133,120 |

Construction Planning Phase

- |    |   |           |
|----|---|-----------|
| c. | Construction Documents                    | \$133,120 |
| d. | Submission to Division of State Architect | \$133,120 |

- e. Division of State Architect Approval \$ 33,280
- f. Bid Phase \$ 33,280
- g. Construction Phase \$133,120

Total fee for architectural services: \$665,600.00

- h. Reimbursable Expenses \$ 15,000

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement. (See Attachment #30)

**Fiscal Impact:** \$ 204,180 (General Obligation Bond Funds/Measure C)

Master Plan Approved Project

OCC Science Facilities

OCC Planetarium

## **28. General Items of Business**

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<b>Subject</b>	<b>28.01 GWC - Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, July 7 - August 6, 2012</b>
<b>Meeting</b>	Jun 15, 2011 - Regular Meeting
<b>Category</b>	28. General Items of Business
<b>Access</b>	Public
<b>Type</b>	Discussion

### **Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, July 7 – August 6, 2012**

After review by the Dean of Social Sciences, it is recommended by the College President that authorization be given to enter into a standard travel contractor agreement to conduct a Study Abroad program in History in London, England from July 7 – August 6, 2012. Dave Moore, full-time professor, to serve as faculty. All logistical arrangements will be handled by a service provider to be submitted for approval at a later date.

**Fiscal Impact:** No cost to the District. No replacement cost for faculty assigned to the program. All payments by trip participants for travel services shall be made to the service provider who shall account to CCCD for the total cost of the trip as well as the faculty's salary.

**Subject**           **28.02 OCC - Authorization to Conduct a Short-term Study Abroad Program in Florence, Italy, Summer 2012**

**Meeting**           Jun 15, 2011 - Regular Meeting

**Category**          28. General Items of Business

**Access**            Public

**Type**              Discussion

**Authorization to Conduct a Short-term Study Abroad Program in Florence, Italy, Summer 2012**

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Florence, Italy, June 28 -July 29, 2012. Patricia Scarfone, OCC Italian Professor, part-time faculty member, to serve as faculty. Three Italian courses will be offered. all logistical arrangements will be handled by ACCENT, San Francisco, Ca.

**Fiscal Impact:** No cost to the District. No replacement costs for faculty assigned to program. all payments by trip participants for travel services shall be made to the travel contractor. The courses will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

**Subject**            **28.03 Approval of Correction of Payments Made for CCA Representation**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**         28. General Items of Business  
**Access**            Public  
**Type**               Discussion

**Approval of Correction of Payments Made for CCA Representation**

1. Background. Article IV, Section 8 of the District's collective bargaining agreement with the Coast Community College Association ("CCA") provides, in part, that "The Association shall be granted 200 hours per year at the prevailing miscellaneous rate to perform official representational duties, or \$15,000 per semester whichever is greater." At the request of the CCA President, payments were made directly to an individual, rather than to the Association, but various employee deductions erroneously were taken from these checks. These deductions were improper because these were not payroll payments to a District employee; in the future, these payments will be made directly to CCA.

2. Goal/Purpose. These errors needs to be corrected by paying the deductions back to the individuals, covering the period since January 2011.

3. Comments.

4. Recommendation Statement. After review by the Vice Chancellor, Human Resources, the Vice Chancellor of Administrative Services, and the District General Counsel, it is recommended by the Chancellor that a reimbursement be made to Dr. Barbara Price in the amount of \$130.50.

**Subject**            **28.04 Approval of FY 2011-12 Budget, Associated Students of Golden West College**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**        **28. General Items of Business**

**Access**           **Public**

**Type**             **Discussion**

**Approval of Fiscal Year 2011-12 Budget, Associated Students of Golden West College**

After review by the Director of Student Services at Golden West College, it is recommended by the College President that the Board of Trustees approve the Fiscal Year 2011-12 budget for the Associated Students of Golden West College. A copy of the Fiscal Year 2011-12 budget is attached to each Trustee's agenda (See attachment #23).

**Subject**            **28.05 Affirmation of Arbitrator's Decision in CCA Grievance Involving Dr. Barbara Price**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           28. General Items of Business

**Access**             Public

**Type**                Discussion

**Affirmation of Arbitrator's Decision in CCA Grievance Involving Dr. Barbara Price**

**1.    Background**

The Coast Community College Association ("CCA") submitted a Grievance on behalf of Dr. Barbara Price based on her not getting an assignment to teach Education 102 for the Fall 2010 semester. The District did not give Dr. Price the assignment in part because that course was being taught by a full-time instructor. The District's attempts to resolve this Grievance were not successful, and the Grievance proceeded to Arbitration.

On April 21, 2011, an Arbitration hearing was conducted before Arbitrator Louis M. Zigman. After both sides submitted post-hearing Briefs, the Arbitrator issued a written Decision dated May 24, 2011 (Attachment #24).

As noted in the Decision, the Arbitrator ruled in favor of the District and against CCA and Dr. Price. At the hearing, Dr. Price claimed that there was an oral agreement in 2006 that she would be guaranteed teaching assignments indefinitely into the future. The Arbitrator found that the evidence of this oral agreement was not credible and was inconsistent with the collective bargaining agreement.

**2.    Goal/Purpose.**

Under Article IX of the collective bargaining agreement, the Decision of the Arbitrator is advisory to the Board of Trustees. The next step is for the Board to affirm and adopt the Decision of the Arbitrator.

**3.    Comments.**

The District's legal fees and costs in this case, paid to an outside law firm, exceeded \$30,000.

**4.    Recommendation Statement.**

Upon review by the Vice Chancellor of Human Resources and the District's General Counsel, the Chancellor recommends that the Board of Trustees affirm and adopt the Decision of the Arbitrator.



**Subject**            **28.06 OCC - Approval of FY 2011 - 2012 Budget, Associated Students of Orange Coast College**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**          **28. General Items of Business**

**Access**            **Public**

**Type**               **Discussion**

**Approval of FY 2011 - 2012 Budget, Associated Students of Orange Coast Colleges**

After review by the Director of Student Services at Orange Coast College, it is recommended by the College President that the Board of Trustees approve the Fiscal Year 2011-12 budget for the Associated Students of Orange Coast College. A copy of the Fiscal Year 2011-12 budget is attached to each Trustee's agenda.(Attachment #25)

**File Attachments**

[ASOCC 2011-2012 Budget w OCC President Approval.pdf \(130 KB\)](#)

**Subject**            **28.07 CCC - Approve Coastline Community College's Education Master Plan in Support of the District's Ten-Year Vision, Five-Year Plan, with Three-Year Reviews beginning 2011 and Annual Progress Reports in June to the Board of Trustees.**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           28. General Items of Business

**Access**             Public

**Type**                Discussion

**Approve Coastline Community College's Education Master Plan in Support of the District's Ten-Year Vision, Five-Year Plan, with Three-Year Reviews beginning 2011 and Annual Progress Reports in June to the Board of Trustees.**

**1. Background:** Coastline Community College has engaged in a participative and purposeful master planning process from October 2010 through June 2011. The Education Master Plan Steering Committee, consisting of faculty, staff, administrators, students and community members, was involved in the planning process and engaged in rich and reflective dialogue and decision-making regarding Coastline's future. The Education Master Plan was reviewed and approved by our participatory governance groups including the Academic Senate, the College Council with representatives from each constituency group including our students, and the Classified Council.

**2. Goal/Purpose:** The Education Master Plan will serve as a blueprint for focusing on and achieving student success. The Plan is also designed to meet accreditation and institutional effectiveness standards, as well as serve as a resource for developing departmental initiatives (secondary plans) that support student success, institutional effectiveness and growth.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the Education Master Plan Steering Committee (consisting of faculty, staff, administrators, students and community members), the Academic Senate, the College Council (with representatives from each constituency group including our students), and the Classified Council, it is recommended by the Chancellor that the Board approve the Coastline Community College five-year Education Master Plan in support of the District's ten-year vision, five-year plan, with periodic reviews (every three-years) beginning in 2011.

**5. Fiscal Review and Impact:** None.

Attachment 26. An electronic copy of the Education Master Plan is posted on the Coastline website at [http://www.coastline.edu/files/CCC\\_EdMasterPlan\\_2011\\_2016.pdf](http://www.coastline.edu/files/CCC_EdMasterPlan_2011_2016.pdf)

**Subject**            **28.08 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

**Meeting**           Jun 15, 2011 - Regular Meeting

**Category**        28. General Items of Business

**Access**           Public

**Type**             Discussion

**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 be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Continental Painting Inc.  
20142 State Road  
Cerritos CA 90703

H & E Equipment Services Inc.  
11100 Mead Road Suite 200  
Baton Rouge LA 70816

**Subject**            **28.09 Authorization to Proceed with Implementation of Furlough Days as Established Through the Meet and Confer Process with the Coast District Management Association (CDMA) and Adoption of Resolution**

**Meeting**            Jun 15, 2011 - Regular Meeting

**Category**           28. General Items of Business

**Access**             Public

**Type**                Discussion

**Authorization to Proceed with Implementation of Furlough Days as Established Through the Meet and Confer Process with the Coast District Management Association (CDMA) and Adoption of Resolution**

As a result of the state fiscal crisis, the Coast Community College District is experiencing financial hardship necessitating sacrifices from all employee groups to ensure the fiscal health of the District.

To respond to the concerns, the Coast District Management Association (CDMA), representing the interests of management, engaged in a meet and confer process, resulting in an understanding to be authorized by the Board of Trustees. The level of sacrifice in compensation and benefits necessary to mitigate the budget shortfall is currently assessed at 3%.

District managers, to meet the 3% target will be required to take up to seven unpaid furlough days, for the fiscal year 2011-2012, resulting in a proportionate reduction in compensation. The final number of days taken may be adjusted based on financial savings realized through agreed upon changes to the benefits program and/or sufficient improvement in projected funding to allow for restoration.

Following Board authorization, managers will be provided written notice of the number of furlough days to be taken and the manner in which the days will be docked from pay. An amendment to the employment agreement of all Educational Administrators will be issued for signature, indicating acceptance of the agreed upon reduction in work year and commensurate reduction in compensation. A form employment agreement amendment is attached to and made a part of this Agenda item.

A related Resolution, #11-23 is Item # 29.01 on this Board Agenda.

**Recommendation:** Following meet and confer and review of the resulting proposal, it is recommended by the Chancellor that the Board approve up to seven unpaid furlough days for all managers, except the Chancellor, for the fiscal year 2011-2012, and approve the attached amendment to the employment agreement for all educational administrators to reflect the reduced work year and commensurate reduction in pay.

**Fiscal Impact:** \$433,038 in General Fund savings for the 2011-2012 fiscal year (based on implementation of seven unpaid furlough days for classified and educational administrators)

**Educational Administrator  
2011-2012  
Amendment to Employment Agreement**

To respond to the current fiscal constraints of the District, the Coast District Management Association (CDMA), representing the interests of management, engaged in a meet and confer process, resulting in an

item adopted by the Board of Trustees establishing the level of sacrifice in compensation and benefits necessary to mitigate the budget shortfall.

I hereby agree to amend the provisions of my existing employment agreement, for the 2011-2012 fiscal year, in accordance with the Board authorized reductions recommended by CDMA. Specifically, I agree to accept up to seven unpaid furlough days for the 2011-2012 fiscal year, with the scheduling of the days and the precise number of days to be determined by the Chancellor or designee based on the District's budget shortfall situation.

I understand that the previously agreed upon compensation, as reflected in Section 6 of my Employment Agreement, will be reduced in direct proportion to the established number of furlough days.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Coast Community College District**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Jerry Patterson, President of the Board

## 29. Resolutions

**Subject** 29.01 Adoption of Resolution #11-23 A Resolution of the Board of Trustees of the Coast Community College District for Classified Management Furloughs, for 2011-2012 in Lieu of Layoff Due to Lack of Funds

**Meeting** Jun 15, 2011 - Regular Meeting

**Category** 29. Resolutions

**Access** Public

**Type** Discussion

### **Adoption of Resolution #11-23 A Resolution of the Board of Trustees of the Coast Community College District for Classified Management Furloughs, for 2011-2012 in Lieu of Layoff Due to Lack of Funds**

#### **Resolution # 11-23 A Resolution of the Board of Trustees of the Coast Community College District for Classified Management Furloughs, for 2011-2012 in Lieu of Layoff Due to Lack of Funds**

**WHEREAS**, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2011-2012 fiscal year that the best interests of this college district would be served by the adjustment to compensation to all employee groups for the 2011-2012 fiscal year. Based upon such adjustment to compensation, classified managers will be subject to up to seven unpaid furlough days in lieu of layoff for lack of funds within the meaning of Education Code Section 88127;

**WHEREAS**, it is the determination of this Board of Trustees, in analyzing and balancing anticipated income and expenditures for the 2011-2012 school year, to implement these management furloughs in lieu of 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 compensation for all classified managers be adjusted in accordance with the number of furlough days implemented, not to exceed seven days during the 2011-2012 fiscal year.

**BE IT FURTHER RESOLVED** by the Board of Trustees as follows:

1. That due to a lack of funds, all classified managers will be given furlough days and will experience an adjustment in compensation as specified above, pursuant to Education Code section 88127.
2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of furlough days in lieu of layoff to all classified managers, pursuant to the requirements of law.
3. That said adjustment to compensation, and implementation of management furlough days shall be in effect for the 2011/2012 fiscal year.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on June 15, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

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Christian Teeter, Ed.D., Board Secretary, Board of Trustees

**Subject**            **29.02 Adoption of Resolution #11-24 Furlough Days in lieu of Layoff Due to Lack of Funds: Confidential Employees**

**Meeting**           **Jun 15, 2011 - Regular Meeting**

**Category**        **29. Resolutions**

**Access**           **Public**

**Type**             **Discussion**

**Adoption of Resolution #11-24 Furlough Days in lieu of Layoff Due to Lack of Funds: Confidential Employees**

Based on the reduction in funding to the Coast Community College District, all employee groups will experience adjustments in compensation for the 2011-2012 fiscal year. To address the budget shortfall, through the meet and confer process with the Association of Confidential Employees, it has been established that furlough days will be implemented for all confidential employees for the 2011-2012 fiscal year.

After review by 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 authorizing up to six unpaid furlough days for Confidential employees in lieu of layoff due to lack of funds. The district also should be provided direction to notify the affected employees of the reduction in work year and compensation as a result of furlough days, 45 days prior to implementation.

**RESOLUTION #11-24**  
**A Resolution of the Board of Trustees of the**  
**Coast Community College District for**  
**Confidential Employee Furloughs for 2011-2012**  
**in Lieu of Layoff Due to Lack of Funds**

**WHEREAS**, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2011-2012 fiscal year that the best interests of this college district would be served by the adjustment to compensation to all employee groups for the 2011-2012 fiscal year. Based upon such adjustment to compensation, Confidential employees will be subject to up to six unpaid furlough days in lieu of layoff for lack of funds within the meaning of Education Code Section 88127;

**WHEREAS**, it is the determination of this Board of Trustees, in analyzing and balancing anticipated income and expenditures for the 2011-2012 school year, to implement these Confidential employee furloughs in lieu of 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 compensation for all Confidential employees be adjusted in accordance with the number of furlough days implemented, not to exceed six days during the 2011-2012 fiscal year.

**BE IT FURTHER RESOLVED** by the Board of Trustees as follows:

1. That due to a lack of funds, all Confidential employees will be given furlough days and will experience an adjustment in compensation as specified above, pursuant to Education Code section 88127.
2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of furlough days in lieu of layoff to all Confidential employees, pursuant to the requirements of law.
3. That said adjustment to compensation, and implementation of Confidential employee furlough days shall be in effect for the 2011/2012 fiscal year.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on June 15, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

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**Christian Teeter, Ed.D., Board Secretary, Board of Trustees**



## **30. Approval of Minutes**

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**Subject**            **30.01 Approval of Minutes**  
**Meeting**           Jun 15, 2011 - Regular Meeting  
**Category**        30. Approval of Minutes  
**Access**           Public  
**Type**             Discussion

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

Regular Meeting of May 4, 2011  
Special Meeting of May 12, 2011  
Regular Meeting of May 18, 2011  
Special Meeting of May 19, 2011  
Special Meeting of May 20, 2011  
Special Meeting of May 24, 2011

**File Attachments**

[Min 5-12-11 Special Meeting.pdf \(12 KB\)](#)

[Min 5-4-11 Regular Meeting.pdf \(108 KB\)](#)

## **31. Policy Implementation**

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<b>Subject</b>	<b>31.01 DIST - Approval of Revised Policy BP 2015, Student Trustee, Board of Trustees</b>
Meeting	Jun 15, 2011 - Regular Meeting
Category	31. Policy Implementation
Access	Public
Type	Discussion

### **Approval of Revised Policy BP 2015, Student Trustee, Board of Trustees**

The Board of Trustees reviewed and discussed proposed changes to BP 2015, Student Trustee, Board of Trustees, at the May 18, 2011 Regular Meeting. Changes to the policy are noted in **bold**.

It is recommended by the Board Clerk that the proposed revisions be adopted. (See Attachment #27 )

#### **File Attachments**

[BP 2015 010-2-14 Student Trustee Board of Trustees suggested revision 051811 BM.pdf \(12 KB\)](#)

## **32. Close of Meeting**

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<b>Subject</b>	<b>32.01 Close of Meeting</b>
<b>Meeting</b>	Jun 15, 2011 - Regular Meeting
<b>Category</b>	32. Close of Meeting
<b>Access</b>	Public
<b>Type</b>	Action

### **31.01 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.*

### **31.02 Adjournment**



**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**  
**District Board Room**

6:30 p.m. Regular Meeting

May 4, 2011

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 4, 2011 in the Board Room at the District Office.

**1.00 Preliminary Matters 1**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 6:30 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, David Grant,  
and Student Trustee Lee Fuller

Trustees Absent: Mary Hornbuckle

At this time, Trustee Patterson brought forward the following items:

**1.05 Pledge of Allegiance**

Trustee Jim Moreno led the Pledge of Allegiance to the United States of America.

**1.06 Presentations, Ceremonial Resolutions and Public Hearings at this time.**

**1.06.01 Acceptance of Retirements**

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

Faculty

Garrison, Tom S., OCC, Full-Time Instructor, retirement effective 5/30/11

Hayes, Laird, OCC, Full-Time Instructor, retirement effective 5/29/11

Classified

Chapman, Robyn K., CCC, Staff Assistant, retirement effective 8/1/11

Dasig, Alfredo A., CCC, Custodian Senior, retirement effective 6/25/11

DiGiovanni, Nancy E., GWC, Accounting/Fiscal Specialist, retirement effective 7/1/11

Jacobson, Rita, Dist, Accounting Assistant III, retirement effective 7/1/11

Juno, Thomas A., CCC, Information Systems Technician, Sr., retirement effective 5/21/11

Reynolds, Yoko M., GWC, Instructional Associate, retirement effective 7/1/11

Trulin, Mary P., GWC, Accounting Technician, Sr., retirement effective 7/1/11

Wall, Susan K., GWC, Staff Specialist, retirement effective 7/1/11

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

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant

No: None

Absent: Ms. Hornbuckle

At this time, Trustee Patterson allowed Hazal Taskiran to address the Board on an item not on the agenda, ESL summer classes, on behalf of students at Orange Coast College.

### **1.03 Opportunity for Public Comment (Items on Agenda)**

Jeff McKibbin, Gary Hoffman, Marius Cucurny, Dr. Eduardo Arismendi-Pardi, Americo Lopez, Tammy Tohill, Vesna Marcina, Veronica Alvarez, Veronica Pizano, and Theresa Lavarini addressed the Board regarding budget measures and the Resolution #11-15.

### **1.04 Resolution #11-15 to Approve Implementing Emergency Budget Measures in Recognition of Fiscal Uncertainty and Hardship**

It was moved by Mr. Patterson and seconded by Dr. Prinsky to accept Resolution #11-15 to Approve Implementing Emergency Budget Measures in Recognition of Fiscal Uncertainty and Hardship.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant

No: None

Absent: Ms. Hornbuckle

At this time, Trustee Patterson brought forward the following item:

### **3.04 Public Hearing and Approval of Termination of Part-Time Faculty Parity Compensation Program and Reallocation of Funds**

The Public Hearing was opened at 7:42 p.m.

Vice Chancellor Andrew Dunn presented a budget update.

Dr. Barbara Price, Cheryl Stewart, Richard Lara, Dean Mancina, Rick Boone, Dr. Robert Covert, Bob Fey, Adrienne Murlow, and Michael Motts addressed the Board.

The Public Hearing was closed by Trustee Patterson at 8:23 p.m.

It was moved by Mr. Patterson and seconded by Mr. Moreno to continue this item to the May 18, 2011 Agenda.

Motion carried with the following vote:

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

## **2.00 Informative Reports I**

### **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:

Catherine Tran, ASG President, Orange Coast College  
Michael Knotts on behalf of David Salai, ASG President, Golden West College  
Lee Fuller on behalf of Lisa Okamoto, ASG President, Coastline Community 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  
Nancy Jones, Coastline Community College (CCC) Academic Senate President

### **2.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Ann Nicholson, Coast Federation of Classified Employees (CFCE)  
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

**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, and provided updates on committee activities and meetings.

**The Board took a short recess at 9:00 p.m.**

**The Board reconvened at 9:25 p.m.**

At this time, Board President Patterson brought forward **Item 4.05 DIS – NBLC Supplemental Financing Plan**

The Board received an update and presentation on the Newport Beach Learning Center Supplemental Financing Plan. This item will be continued to the May 18, 2011 Board of Trustees' Agenda.

At this time, Board President Patterson brought forward **Item 4.06 Report and Update on Coast Community College District Facilities Master Plan**

The Board received an update on the Coast Community College District Facilities Master Plan.

**3.00 Informative Reports II**

**3.01 Report on Appointment of Seth Daugherty as OCC Instruction Librarian**

Vice Chancellor of Human Resources, Deborah Hirsh, provided an update to the Board on the appointment of Seth Daugherty.

**3.02 Update on OCC Student Funding**

The Board received a report regarding Orange Coast College Student Funding.

**3.03 Report of Two-Year and Five-Year Plans on Information Technology Anticipated Needs**

The Board received a presentation on Information Technology Anticipated Needs.

**3.05 Quarterly Financial Status Report**

The Board received a Quarterly Financial Status report.

**3.06 Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy BP 2015, Student Trustee, Board of Trustees**

It was moved by Mr. Patterson and seconded by Mr. Moreno to continue this item to the May 18, 2011 board agenda.

It was moved by Mr. Patterson and seconded by Mr. Moreno to continue this item to the May 18, 2011 Agenda.



Motion carried with the following vote:

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

**4.00 Matters for Review, Discussion and/or Action**

**4.01 Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the January 19, 2011 Agenda.

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

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

**4.03 The Board Directives Log**

The items on the Board Directives Log that were due at this meeting were already discussed previously.

**4.04 Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the May 4, 2011 Agenda.

**5.00 Consent Calendar**

**Item 5.01 DIS – Authorization for Attendance at Meetings and/or Conferences was pulled from the Consent Calendar. On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board approved the balance of the Consent Calendar**

Motion carried with the following vote:

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

After discussion, on a motion by Mr. Moreno and seconded by Mr. Fuller, the Board voted to waive Resolution 11-15 for one day and approved **Item 5.01 Authorization for Attendance at Meetings and/or Conferences.**

Motion carried with the following vote:

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

## Action Section

### 24.0 Action Items – Approval of Agreements

#### 24.01 GWC - Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the agreement between Career Step, LLC and the Coast Community College District for conducting Online Career Certificate Programs, from April 7, 2011 through June 16, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** GWC Community Services to remit to Career Step, LLC the program fees as set forth in each applicable Annex for each participant enrolled. Fees to be paid from Community Services funds.

Motion carried with the following vote:

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

#### 24.02 CCC - Approve Agreement between Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy

It was moved by Mr. Fuller and Dr. Prinsky to approve the Agreement between the Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to provide on-site educational support services to eligible personnel at Navy Submarine Base, Kings Bay, Georgia. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** No cost to District.

Motion carried with the following vote:

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

#### 24.03 CCC - Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Addendum Agreement with Mobile Modular Management Corporation and the Coast Community College District for the lease of one 48x60 HCD (NonStd) Commercial Coach Modular Unit, to be located at the Costa Mesa Center (Special Programs), 2990 Mesa Verde Drive East, Costa Mesa, CA. Term of the Agreement is for 12 months beginning July 1, 2011 and ending 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. Original Board Approval: June 16, 2010.

**Fiscal Impact:** Monthly rent is \$1,599. Funding Source: General fund.

Motion carried with the following vote:

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

**24.04 CCC - Approve Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Planning Meeting**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the location of the Business Education Statewide Advisory Committee (BESAC) planning meeting. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** \$4,338 to be paid from the Business Education Statewide Advisory Committee (BESAC) agreement, Business Education Committee Foundation Funds, and Business Industry Collaborative (BIC) Grant funds.

Motion carried with the following vote:

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

**24.05 CCC - Approve Addendum to the Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 14, 2011, Graduation Ceremony**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Addendum to the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space for its graduation ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. Prior Board Approval on 4/6/11 contingent upon Addendum.)

**Fiscal Review and Impact:** \$5,000

Motion carried with the following vote:

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

**24.06 OCC - Approve a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for reciprocal use of Parking Lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 25th, 2011**

It was moved by Mr. Grant and seconded by Dr. Prinsky to approve the interagency agreement with the 32nd District Agricultural Association for the use of the Pacific

Amphitheatre for the annual Orange Coast College Commencement. The set-up and event dates are May 23, 24, 2011. This agreement also covers the use of the Fairgrounds Parking Lot "E" on the corner of Fairview and Arlington by Orange Coast College and the use of Parking Lots A,B,C,D, & E at Orange Coast College by the 32nd District Agricultural Association for overflow parking during specified year round events: April 16, 17, May 14, 15, 21, 22, 28, 29, June 24-27 and July 15 through August 14 for the Annual Fair. The term of this agreement is for the 2011 calendar year.

**Fiscal Impact:** None

Motion carried with the following vote:

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

**24.07 CCC – Approve the Agreement between Insight Media, Inc., and the Coast Community College District for the Right to Distribute Programs Produced by Coast Learning Systems**

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Agreement between Insight Media, Inc. and the Coast Community College District for distribution rights of video lessons distributed on DVD. The Agreement outlines the responsibilities of both partners and all of the programs for distribution. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Projected revenue unknown, dependent on sales.

Motion carried with the following vote:

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

**24.08 DIS - Approval of Employment Agreement, Interim Associate Dean, Student Services, OCC**

It was moved by Dr. Prinsky and seconded by Mr. Moreno to approve the employment agreement with Madjid Niroumand, OCC, to serve as Interim Associate Dean, Student Services, effective July 1, 2011 through June 30, 2012. The motion was withdrawn and this item was brought back for discussion.

After further discussion, it was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the employment agreement with Madjid Niroumand, OC to serve as Interim Associate Dean, Student Services, effective July 1, 2011 through June 30, 2012. Compensation to be \$9,339.67 per month based on the appropriate step placement. 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, Dr. Prinsky, and Mr. Grant  
 No: None  
 Absent: Ms. Hornbuckle

**24.09 CCC - Approve Agreement between Terremark North America, Inc. and the Coast Community College District to Provide Flexible Cloud Computing and Reliable Infrastructure Enabling Critical Systems Availability 24/7**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Agreement between Terremark North America, Inc. and the Coast Community College District to provide Coastline with flexible cloud computing and reliable infrastructure that will enable it to have critical systems available 24/7. The Agreement is effective May 5, 2011 through May 4, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Expense amount of \$50,820, with an additional \$1,800 one-time setup fee to be paid from General fund.

Motion carried with the following vote:

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

**24.10 DIS - Approve Standard Agreement Between the International Student Dual Admission (SDA) Program University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an ISDA University Partner**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Standard Agreement between the International Student Dual Admission Program University Partner and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to an ISDA University Partner. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** The annual income to the district from ISDA students will be \$4,296 per student in this program based on 12 units of academic load.

Motion carried with the following vote:

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

**24.11 DIS - Approve Agreement between US/China Entrepreneurs Exchange Association (US/CEEA) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students**

It was moved by Mr. Fuller and seconded by Mr. Patterson to authorize the Agreement between US/China Entrepreneurs Exchange Association and the Coast Community College District to recruit and increase CCCD enrollment for international student. The Agreement outlines the responsibilities of both partners and all of the end products

expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** The annual income to the district from this partnership will be \$3,296.00 per enrolled student based on 12 units of academic load.

Motion carried with the following vote:

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

## **25.00 Buildings and Grounds Approvals**

### **25.01 DIS - Authorization to File Notice of Completion**

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

#### **CCC Newport Beach Learning Center, Phase I; Bid No. 1977**

Contractor: Castlerock Environmental, Inc.  
 Category A – Abatement/Demolition  
 Contractor: Continental Plumbing, Inc.  
 Category B – Underground Utilities  
 Contractor: Snowden Electric  
 Category D – Underground Electrical

#### **CCC Newport Beach Learning Center, Increment 1; Bid No. 1986**

Contractor: Crew, Inc.  
 Category C – Earthwork/Grading

Motion carried with the following vote:

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

### **25.02 DIS - Approve Change Order No. 4; Orange Coast College ABC Building Site Preparation; Bid No. 1961**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve Change Order No. 4 to Orange Coast College ABC Building Site Preparation; Bid No. 1961 as described in the Change Order document. 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.

**Interpipe Contracting, Inc. – Category B – Underground Utilities**

1. Reroute existing storm drain at Lewis Hall
2. Provide additional drainage at Tot-Lot
3. Provide slurry at shallow utilities

Final Closeout Total \$7,057.00

Contract Amount: \$349,336 (C.O. 1: 4.44% Increase; C.O. 4: 2.02% Increase)  
Total Change Orders: \$22,564 (6.46% Increase)

**Fiscal Impact:** \$7,057 (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, Dr. Prinsky, and Mr. Grant  
 No: None  
 Absent: Ms. Hornbuckle

**25.03 DIS - Approve Change Order No. 4; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No.; 1965**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve Change Order No. 4 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**

Final Contract Closeout:  
 Final negotiated contract settlement \$227,408.00

Contract Amount: \$3,302,233.00 (C.O. 2: 1.34% Increase;  
 C.O. 4: 6.89% Increase)  
Total Change Orders: \$271,835.00 (8.23% Increase)

**Industrial Masonry Inc. – Category D – Masonry**

Final Contract Closeout:  
 Outstanding contractor costs less unused allowance <\$ 26,500.00>

Contract Amount: \$588,400.00 (C.O. 4: 4.50% Decrease)  
Total Change Orders: <\$26,500.00> (4.50% Decrease)

Best Contracting Services, Inc. – Category G – Roofing/Waterproofing

## Final Contract Closeout:

Added roofing system at roof A & B enclosures; roof repairs \$ 13,207.00

Contract Amount: \$354,453.00 (C.O. 4: 3.73% Increase)

Total Change Orders: \$13,207.00 (3.73% Increase)

Best Contracting Services, Inc. – Category H – Sheet Metal

## Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 48,840.00>

Contract Amount: \$310,000.00 (C.O. 4: 15.75% Decrease)

Total Change Orders: <\$48,840.00> (15.75% Decrease)

Precision Floor Covering, Inc. – Category K – Ceramic Tile

## Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 21,000.00>

Contract Amount: \$156,245.16 (C.O. 4: 13.44% Decrease)

Total Change Orders: <\$21,000.00> (13.44% Decrease)

SCS Flooring Systems, Inc. - Category M – Flooring

## Final Contract Closeout:

Additional required moisture control on concrete slabs \$ 10,705.00

Contract Amount: \$620,000.00 (C.O. 4: 1.73% Increase)

Total Change Orders: \$10,705.00 (1.73% Decrease)

Mitsubishi Electric & Electronics USA Inc. – Category P – Elevators

## Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 23,977.00>

Contract Amount: \$480,000.00 (C.O. 4: 5.00% Decrease)

Total Change Orders: <\$23,977.00> (5.00% Decrease)

Cosco Fire Protection Inc. - Category Q – Fire Protection

## Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 8,075.00>

Contract Amount: \$372,477.00 (C.O. 3: 9.24% Increase;  
C.O. 4: 2.17% Decrease)

Total Change Orders: \$26,351.00 (7.07% Increase)

**Fiscal Impact:** \$122,928.00

(Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Upgrade Student Services  
OCC Student Center



Motion carried with the following vote:

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

**25.04 DIS - Approve Change Order No. 3; Orange Coast College Student Center Renovation; Bid No. 1975**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve Change Order No. 3 to Orange Coast College Student Center Renovation; Bid No. 1975 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.

Best Contracting Services – Category E – Roofing/Waterproofing/Sheet Metal

1. PCO #069: Provide sheet metal waterproofing in lieu of code required concrete curbs per DSA Field Engineer: \$12,037.00
  2. Final Closeout – Unused Allowance: <\$4,452.00>
- Final Closeout Total \$7,585.00

Contract Amount: \$254,770.00 (C.O. 3: 2.98% Increase)  
Total Change Orders: \$7,585.00 (2.98% Increase)

**Fiscal Impact:** \$7,585 (Measure C – General Obligation Bond Fund)  
 Master Plan Approved Project  
 OCC Upgrade Student Services  
 OCC Student Center

Motion carried with the following vote:

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

**25.05 DIS – Approve Change Order No. 2: Orange Coast College Student Center Renovation; Bid No. 1982**

It was moved by Mr. Fuller and seconded by Mr. Moreno to approve recommended by the Chancellor that authorization be given for Change Order No. 2 to Orange Coast College Student Center Renovation; Bid no. 1982, 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.

Kamran and Company Inc. – Category M – Kitchen Equipment

Final Closeout – Unused Allowance <\$94,353.00>

Contract Amount: \$706,000.00 (C.O. 2: 13.36% Decrease)  
Total Change Orders: <\$94,353.00> (13.36% Decrease)

**Fiscal Impact:** <\$94,353>

(Measure C – General Obligation Bond Fund)  
 Master Plan Approved Project  
 OCC Upgrade Student Services  
 OCC Student Center

Motion carried with the following vote:

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

**25.06 DIS – Bid Tabulations and Award of Contract: Coastline Community College  
 Newport Beach Learning Center; Phase II Rebid: Bid No. 1994**

It was moved by Mr. Moreno and seconded by Mr. Fuller to award the contract to the lowest qualified base bid in Categories H, and V 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 H – Site Concrete/Masonry</u>		
1.	<b>Robert Clapper Construction Services, Inc. dba R.C. Construction Services 2223 N. Locust Avenue, Rialto, CA 92377</b>	<b>\$790,000.00</b>
2.	Jezowski & Markel Contractors, Inc., Orange, CA 92868	\$792,235.00
3.	Brian Devries Construction, Inc., Laguna Niguel, CA 92677	\$ 879,000.00
4.	Bravo Concrete Construction Services, Inc., Riverside, CA 92705	\$ 882,574.00
5.	Griffith Company, Santa Fe Springs, CA 90670	\$ 899,000.00
6.	Shaw & Sons, Inc., Costa Mesa, CA 92627	\$ 968,080.00
7.	T.B. Penick & Sons, Inc., San Diego, CA 92128	\$ 990,057.00

Category V – Plumbing

1.	<b>PK Mechanical Systems, Inc. 21335 Bundy Canyon Road, Wildomar, CA 92595</b>	<b>\$1,284,000.00</b>
2.	Don Brandel Plumbing, Inc., Paramount, CA 90723	\$1,539,000.00

**Fiscal Impact:** \$2,074,000

(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, Dr. Prinsky, and Mr. Grant  
 No: None  
 Absent: Ms. Hornbuckle

**25.07 DIS – Bid-Tabulations and Award of Contract: Orange Coast College Classroom  
 Modernization Project: Bid No. 1995**

It was moved by Mr. Fuller and seconded by Mr. Moreno that a contract be awarded to P.H. Hagopian Contractor, Inc. as the lowest qualified base bid of \$2,089,000 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Base Bid

- |    |  |                    |
|----|--|--------------------|
| 1. | Pacwest Corp., Burbank, CA 91504<br>(Withdrew Bid – Clerical Error)                            | \$1,907,000        |
| 2. | <b>P.H. Hagopian Contractor, Inc.</b><br><b>778 W. Town and Country Road, Orange, CA 92868</b> | <b>\$2,089,000</b> |
| 3. | Sanders Construction Services, Inc., Lake Forest, CA 92630                                     | \$2,549,000        |
| 4. | K-Son Construction Inc., Canoga Park, CA 91303   | \$2,600,000        |
| 5. | Stronghold Engineering, Inc., Riverside, CA 92501  | \$2,747,100        |

**Fiscal Impact:** \$2,089,000      (Measure C – General Obligation Bond Funds)  
    Master Plan Approved Project  
    OCC Upgrade Campus Classrooms  
    OCC Classroom Refurbishment Project  
    (OCC Classroom Modernization Project)

Motion carried with the following vote:

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

**25.08 Approve Standard Professional Services Agreement with UCMI, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West, and Coastline Colleges**

It was moved by Mr. Moreno and seconded by Mr. Patterson that authorization be given to employ UCMI, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West College and Coastline College pursuant to the District's Standard Professional Services Agreement.

Fee for close out services:    \$41,600

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

**Fiscal Impact:** \$41,600      (District Capital Funds)  
    Master Plan Approved Project

Motion carried with the following vote:

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

**25.09 Approve Addendum No. 2 for LPA, Inc.; Coastline Community College Newport Beach Learning Center**

It was moved by Mr. Moreno and seconded by Mr. Fuller that authorization be given to accept Addendum No. 2 for additional architectural and engineering services for the Coastline Community College Newport Beach Learning Center.

The scope of services is to include the following:

1. Additional Architectural and Engineering Services \$469,269.00

Increase in Construction cost x Architectural Fee  
(\$6,801,000 x 6.9%)

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

**Fiscal Impact:** \$469,269.00 (General Obligation Bond Fund/Measure C)

Master Plan Approved Project

CCC Newport Beach Learning Center

Motion carried with the following vote:

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

## **26.00 General Items of Business**

### **26.01 Approval of Summer 2012 and 2013 Academic Calendars, 2012–2013 and 2013–2014 Academic Calendars, and 2012-2013 and 2013-2014 Administrative Holiday Schedules**

It was moved by Mr. Patterson and seconded by Mr. Moreno that this item be continued to the May 18, 2011 Board of Trustees' Meeting.

Motion carried with the following vote:

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

### **26.02 Vision 2020 District-Wide Facility Plan Presentation**

The Board received this presentation earlier in the meeting.

### **26.03 Approval of Instructional Material Fees**

It was moved by Mr. Moreno and seconded by Dr. Prinsky 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, Dr. Prinsky, and Mr. Grant  
No: None  
Absent: Ms. Hornbuckle

### **26.04 DIS – Appointment of Student Trustee for Fiscal Year 2011-12**

It was moved by Mr. Fuller and seconded by Dr. Prinsky that Joe Venegas be appointed as Student Trustee effective June 1, 2011 through May 31, 2012.

Motion carried with the following vote:

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

**26.05 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

It was moved by Dr. Prinsky and seconded by Mr. Patterson to 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.

World Restoration Inc.  
938 W. Barkley Avenue #C  
Orange CA 92868

Barkshire Laser Leveling Inc.  
4007 Calle Mayo  
San Clemente CA 92673

Mover Services Inc.  
721 E. Compton Blvd.  
Rancho Dominguez CA 90220

Rusty Nail Services  
2165 W. Romneya Drive  
Anaheim CA 92801

Motion carried with the following vote:

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

**27.00 Resolutions**

**27.01 DIS - Resolution # 11-16 to Close County Funds**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to adopt Resolution #11-16 to close County Funds.

Motion carried with the following vote:

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

**27.02 Resolution #11-17 to Establish Member/Alternate Member of Retiree Health Benefit Program Trust**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to adopt Resolution #11-17 to establish member/alternate member of Retiree Health Benefit Program Trust.

Motion carried with the following vote:

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

**28.00 Policy Implementation**

**28.01 Approval of Consolidation of Student Trustee Selection Process and Board Policy BP- 2105 Student Representative Selection Process**

It was moved by Mr. Patterson and seconded by Mr. Fuller to adopt the revised Board Policy 2105 to include the Administrative Procedure as it relates directly to the Selection Process.

Motion carried with the following vote:

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

**29.00 Close of Meeting**

**29.01 Recess to Closed Session**

**The Board convened to Closed Session at 11:45 p.m.**

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

**29.01.01 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. Interim Associate Dean, Student Services
6. Classified Management
7. Classified Staff
  - a. Staff Assistant, Sr – Confidential
  - b. Child Care Eligibility Specialist
  - c. Student Financial Aid Tech –BFAP

- d. Instructional Associate
  - e. Student Financial Aid Accounting
  - f. Student Financial Aid Tech-BFAP
  - g. Cal Works Staff Assistant Senior
  - h. Instructional Associate
  - i. Student Financial Aid Specialist-BFAP
  - j. Matriculation Testing Tech
  - k. Student Financial Aid Specialist-BFAP
  - l. Matriculation Evaluator
- 8. Reclassification and Reorganization/Reassignment
  - 9. Classified Temporary Assignments
    - a. Military Cont Ed Tech III
    - b. Area Facilitator
    - c. Special Assignment
    - d. Special Assignment
    - e. Child Develop Specialist
    - f. Special Assignment
    - g. Staff Specialist
  - 10. Hourly Staff
  - 11. Substitute Classified
  - 12. Clinical Advisor/Summer
  - 13. Medical Professional Hourly Personnel
  - 14. Student Workers

**29.01.02 Conference with Legal Negotiator** (Pursuant to Government Code 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

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

Jacobson v. Coast Community College District (Arbitration)  
 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  
 Coast Community College Association vs. Coast Community College  
 District (Arbitration)  
 Damian Rodriguez vs. George Phan et al., Orange County Superior  
 Court Case No, 30-2011-00445563

FM & Sons, Inc. vs. Coast Community College District, Orange County  
Superior Court Case No. 30-2011-00451209  
AB Calif Acquisition Corp vs. Tadros & Youssef Construction et al.,  
Orange County Superior Court Case No. 30-2011-00450786

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

Claim by Janet Redding

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

**29.02 Reconvene Regular Meeting**

The Board reconvened the Regular Meeting at 1:24 a.m.

**29.03 Report of Action in Closed Session**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Trustee Moreno and seconded by Dr. Prinsky, the Board appointed Majid Nourimand as Interim Associate Dean at Orange Coast College.

Motion carried with the following vote:

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

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Dr. Prinsky the Board voted to approve the balance of Item 29.01.01 Public Employment....(see Appendix, pages 22-35)

Motion carried with the following vote:

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

It was further reported by Dr. Teeter that the Board, on a motion by Dr. Prinsky and seconded by Trustee Moreno, the Board approved the employment agreement, Interim Associate Dean, Orange Coast College.

Motion carried with the following vote:

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

**29.04 Public Comment (Items Not on the Agenda)**

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



## **29.05 Adjournment**

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

Motion carried with the following vote:

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

The meeting was adjourned at 1:26 a.m.

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Secretary of the Board of Trustees

## Appendix

Page

## A. Public Employment Report.....22-35

## 1. Faculty Special Assignments

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

COASTLINE COLLEGECOUNSELING FOR EDUCATION BOUND UNITED STATES PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Donna	05/05/11	06/30/11	EXH	\$44.36
	05/05/11	06/30/11	EXH	\$29.46

PROGRAM REVIEW

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Ellis, Jeanette	04/01/11	04/30/11	IUM	\$1514.00	\$1514.00

Justification: Paperwork was not submitted by the dept until now

TEACHING EDUCATION BOUND UNITED STATES PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Bulrice, Jeremy	07/05/11	07/28/11	EXH	\$44.36	\$2395.76
Johnson, Daniel	07/05/11	07/28/11	EXM	\$85.39	\$4013.42

ACQUIRED BRAIN INJURY STAFF MEETINGS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Crowley, Erin	06/20/11	07/29/11	EXH	\$29.46
Fitzgeorge, Brenda	06/20/11	07/29/11	EXH	\$29.46
Pasino, James	06/20/11	07/29/11	EXH	\$29.46
Teregis, Tracy	06/20/11	07/29/11	EXM	\$43.55
Wild, Michelle	06/20/11	07/29/11	EXM	\$43.55

MENTORING AND CAREER ACADEMY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lockwood, Frederick	05/05/11	09/30/11	EXM	\$43.55
Nguyen, Frances	05/05/11	09/30/11	EXH	\$29.46
Oelstrom, Jeanne	05/05/11	09/30/11	EXH	\$29.46
Whitson, Stephen	05/05/11	09/30/11	EXH	\$29.46

HOLISTIC GRADING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carpenter, Linda	06/01/11	06/30/12	EXH	\$29.46
Fry, Marilyn	06/01/11	06/30/12	EXM	\$43.55
Hall, Leva	06/01/11	06/30/12	EXH	\$29.46
Jereb, Claudia	06/01/11	06/30/12	EXH	\$29.46
Kabaji, Noha	06/01/11	06/30/12	EXH	\$29.46
Leighton, Kenneth	06/01/11	06/30/12	EXM	\$43.55
Morehouse, Karen	06/01/11	06/30/12	EXH	\$29.46
Mowrer, Melanie	06/01/11	06/30/12	EXH	\$29.46
Nichols, Kristen	06/01/11	06/30/12	EXH	\$29.46
Ozbirn, Katherine	06/01/11	06/30/12	EXH	\$29.46
Palmer, Catherine	06/01/11	06/30/12	EXH	\$29.46
Rogoff, Meri	06/01/11	06/30/12	EXH	\$29.46
Sanders, Susan	06/01/11	06/30/12	EXH	\$29.46
Sims, Pamela	06/01/11	06/30/12	EXH	\$29.46
Strauss-Thacker, E.	06/01/11	06/30/12	EXH	\$29.46

Thrasher, Elizabeth	06/01/11	06/30/12	EXH	\$29.46
Tsutsumida-Krampe, L.	06/01/11	06/30/12	EXM	\$43.55
Windsor, Adrian	06/01/11	06/30/12	EXH	\$29.46
	06/01/11	06/30/12	EXH	\$29.46

The following CCC Administrators, Full Time and Part Time instructors to provide instructional opportunities for Navy Onshore for Military Contract Education during Summer 2011 semester.

Full Time Instructor

Feldon, Fred  
 Gutierrez, Pedro  
 Lee, Lisa  
 Lockwood, Frederick  
 Marcus, Ted  
 Secord, Debra  
 Shelley, Karen  
 Taylor, Margaret  
 Warner, Michael  
 Warwick, Randall  
 Wild, Michelle

Part Time Instructor

Amitoelau, Sylvia  
 Aubry, Michael  
 Bailey, Jennifer  
 Barnes, Ralph  
 Basford, Sean  
 Behr, George  
 Boeler, Connie  
 Candelaria, Patricia  
 Carlucci, Michael  
 Chow, Brian  
 Cratty, William  
 Curtis, Michael  
 DeWitt, Stanley  
 Diaz-Brown, William  
 Doyle, John  
 Eber, Lori  
 Forbes, Junko  
 Freeman, William  
 Go, Marianne  
 Godfrey, Donald  
 Hart, John  
 Henry, Charles  
 Hogan, Mikel  
 Irvin, Teresa  
 Isbell, Donald  
 Kabaji, Noha  
 Khan, Mahbubur  
 Letterman, Bryce  
 Long, Barbara  
 Mann, Claire  
 McLucas, Karen  
 Menzing, Todd  
 Messina, John  
 Ondracek, Theodore  
 Ostroski, Kenneth  
 Quast, Gerald  
 Nichols, Kristen  
 Nichols, Kristen  
 Richter, Otto  
 Ruppert, Kelly  
 Rogoff, Meri  
 Sampson, Kevin  
 Schindelbeck, Judy

Talmage, Dorrie  
 Terry, Ladd  
 Wahba, Remon  
 Walker, Heather  
 Waller, Ellis  
 Wegter, Rachel  
 Whitson, Stephen

Windsor, Adrian  
 Worden, Mark  
 Wrobel, Alfred

#### GOLDEN WEST COLLEGE

#### SOUTHERN CALIFORNIA REGIONAL TRANSIT TRAINING CONSORTIUM WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Moreland, Eddie	05/05/11	05/12/11	EXH	\$29.46

#### SOUTHERN CALIFORNIA REGIONAL TRANSIT TRAINING CONSORTIUM WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Moreland, Eddie	05/05/11	05/12/11	EXH	\$29.46

#### REFERENCE SERVICES IN LIBRARY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cassens, Treisa	06/13/11	06/30/11	SMM	\$83.52	\$5011.32
Garcia, Gonzalo	06/13/11	06/30/11	SMM	\$79.13	\$3561.16
Krause, Alana	06/13/11	06/30/11	SMH	\$65.56	\$983.49
Ross, Roxana	06/13/11	06/30/11	SMM	\$104.53	\$5487.82

#### STRATEGIES WORKSHOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Bergman, Martha	05/06/11	05/29/11	EXH	\$29.46	\$199.98
Boyer, Nancy	05/06/11	05/29/11	EXM	\$43.55	\$200.00
Dunham, John	05/06/11	05/29/11	EXH	\$29.46	\$199.98
Galassi, Cecelia	05/06/11	05/29/11	EXM	\$43.55	\$200.00
Kaiser, Mifanwy	05/06/11	05/29/11	EXH	\$29.46	\$199.98
Khakbazan, Maryam	05/06/11	05/29/11	EXH	\$29.46	\$199.98
Kirchen, Deanna	05/06/11	05/29/11	EXM	\$43.55	\$200.00
Leggitt, Angeli	05/06/11	05/29/11	EXH	\$29.46	\$199.98
Norman, Kimberly	05/06/11	05/29/11	EXH	\$29.45	\$199.98
Pacheco, Pamela	05/06/11	05/29/11	EXH	\$29.45	\$199.98
Plaster, Nikki	05/06/11	05/29/11	EXM	\$43.55	\$200.00

#### READER/EVALUATOR FOR ASSESSMENT CENTER WRITING SAMPLES AND PORTFOLIOS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Amezuca, Araceli	05/30/11	08/26/11	EXH	\$29.46
Barua, Dibakar	05/30/11	08/26/11	EXM	\$43.55
Baumheckel, Kenneth	05/30/11	08/26/11	EXH	\$29.46
Boyer, Nancy	05/30/11	08/26/11	EXM	\$43.55
Bush, Hoai-Huong	05/30/11	08/26/11	RXM	\$43.55
Cosand, Keisha	05/30/11	08/26/11	EXM	\$43.55
Cucurny, Marius	05/30/11	08/26/11	EXM	\$43.55
Dees, Van	05/30/11	08/26/11	EXM	\$43.55
Drum, Jean	05/30/11	08/26/11	EXH	\$29.46
Ewing, Diane	05/30/11	08/26/11	EXH	\$29.46
Galassi, Cecelia	05/30/11	08/26/11	RXM	\$43.55
Gervais de Rouville, I.	05/30/11	08/26/11	EXH	\$29.46
Harris, Ryane	05/30/11	08/26/11	EXM	\$43.55
Hodjera, Eva	05/30/11	08/26/11	EXH	\$29.46
Lavarini, Theresa	05/30/11	08/26/11	EXM	\$43.55
Lopez-Rodriguez, A.	05/30/11	08/26/11	EXM	\$43.55
Lundquist, John	05/30/11	08/26/11	EXM	\$43.55
McGrath, Marie	05/30/11	08/26/11	EXM	\$43.55
Moore, Sacha	05/30/11	08/26/11	EXM	\$43.55
Pham, Duong	05/30/11	08/26/11	EXH	\$29.46
Pham, Khanhvan	05/30/11	08/26/11	EXH	\$29.46
Pizano, Veronica	05/30/11	08/26/11	EXM	\$43.55
Rami, Kiran	05/30/11	08/26/11	EXH	\$29.46
Renmsburg-Shiroishi, E.	05/30/11	08/26/11	EXM	\$43.55

Revilla, Candace	05/30/11	08/26/11	EXH	\$29.46
Tarango, Abraham	05/30/11	08/26/11	EXM	\$43.55
Tayyar, Paul	05/30/11	08/26/11	EXM	\$43.55
Tran, Tammie	05/30/11	08/26/11	EXH	\$29.46
Ullrich, Richard	05/30/11	08/26/11	EXM	\$43.55
Whitchurch, Charles	05/30/11	08/26/11	EXH	\$29.46
Yen, Shu-Jan	05/30/11	08/26/11	EXH	\$29.46

ORANGE COAST COLLEGEWRITER/EDITOR FOR EDUCATIONAL MASTER PLAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Boone, Rick	04/11/11	06/30/11	EXH	\$29.46

Justification: Late due to Spring break April deadline was missed

GUEST INSTRUCTOR FOR HIGH SCHOOL DANCE DAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Ellis, Karen	04/13/11	04/13/11	EXH	\$29.46	\$74.84

Justification: Late due to obtaining required approvals and signatures

GUEST PERFORMER FOR HIGH SCHOOL DANCE DAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Ellison, Monti	04/13/11	04/13/11	EXH	\$29.46	\$150.27

Justification: Late due to obtaining required approvals and signatures

EMT PROGRAM EXPANSION GRANT COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Nguyen, Thanh	04/04/11	05/27/11	EXH	\$29.46	\$5960.97

Justification: Late due to emergency hire replacement for another instructor

VOCAL COACH FOR CHAMBER SINGERS CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Smelster, Nadia	04/08/11	05/15/11	EXH	\$29.46	\$601.10

Justification: Late due to obtaining required approvals and signatures

STUDENT DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Sohl-Ellison, Linda	05/06/11	05/29/11	EXM	\$43.55	\$400.70

EOPS COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tran, Julie	06/13/11	07/31/11	SMH	\$61.88

VISUAL & PERFORMING ARTS PATHWAY 7 DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cox, Steve	05/05/11	05/06/11	EXM	\$43.55	\$200.33
Forrsell, Erik	05/05/11	05/06/11	EXH	\$29.46	\$200.33
Soto, Ricardo	05/05/11	05/06/11	EXM	\$43.55	\$400.66

INTERNSHIP ACADEMY FULL TIME

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Amaral, Christina	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Behr, Laura	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Bloomfield, Lisa	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Castano, Robert	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Clark, Gregory	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Cox, Steven	05/06/11	05/29/11	EXM	\$72.00	\$1080.00
Dowling, Thomas	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Gleason, David	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Hall, William	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Lawell, Cheri	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Lazarus, Robert	05/06/11	05/29/11	EXM	\$72.00	\$720.00
Morgan, Dennis	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Mushkin, Hillary	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Perez Stable Cox, O.	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Reed, Charlene	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Scane, Danielle	05/06/11	05/29/11	EXM	\$72.00	\$360.00
Skele, Leon	05/06/11	05/29/11	EXM	\$72.00	\$1800.00

Young, Richard	05/06/11	05/29/11	EXM	\$72.00	\$360.00
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**INTERNSHIP ACADEMY PART TIME**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Anderson, Dennis	05/05/11	05/29/11	UNT	\$73.94	\$369.72
Bayes, Chauncey	05/05/11	05/29/11	UNT	\$73.94	\$369.72
Bright, Lynn	05/05/11	05/29/11	UNT	\$73.94	\$739.44
Broberg, Scott	05/05/11	05/29/11	UNT	\$73.94	\$1109.16
Caron, Lionel	05/05/11	05/29/11	UNT	\$73.94	\$1109.16
Craig, Sandra	05/05/11	05/29/11	UNT	\$73.94	\$1109.16
Doan, Duyness	05/05/11	05/29/11	UNT	\$69.66	\$348.33
La Bounty, Jennifer	05/05/11	05/29/11	UNT	\$57.44	\$82.44
Lopez, Alicia	05/05/11	05/29/11	UNT	\$73.94	\$369.72
Nielson, Christopher	05/05/11	05/29/11	UNT	\$73.94	\$369.72
Prioleau, Karen	05/05/11	05/29/11	UNT	\$61.88	\$928.32
Sabori, Sibley	05/05/11	05/29/11	UNT	\$73.94	\$1848.60

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period 01/31/11 to 05/29/11 for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

**CCC**

<u>Name</u>	<u>LHE</u>
Wild, Michelle	1.12

**GWC**

<u>Name</u>	<u>LHE</u>
Tarango, Abraham	4.00

Justification: Late due to instructor on leave of absence

**2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

**Coastline College**

Ahlman, Mary  
 Armendariz, Patricia  
 Beaver, Dorothy  
 Chhun, Surya  
 Dalbey, Elizabeth  
 Davis, Loretta  
 Do, Ahnvy  
 Don, Rachel  
 Forsgren, Kristy  
 Gandall, Beverly  
 Giancarlo, Jennifer  
 Gustaveson, Valerie  
 Henry, Deborah  
 Ho-Chen, Jennifer  
 Jones, Julie  
 Kepler, Marc  
 Loester, Karen  
 Magrann, Tracey  
 Man, Georgina  
 Maynard, Linda  
 McGeoch, Norma  
 Mendoza, Jaime  
 Mohr, Cheryl  
 Mozell, Harold  
 Nguyen, Ky  
 Parsell, Jill  
 Pirino, Glorgia  
 Sabha, Fayruz  
 Sak, Kathleen

Seyster, Barry  
 Sleep, Katherine  
 Syed, Erum  
 Takacs, Marcia  
 Tamondong, Rebecca  
 Walker, Lynn

Golden West College

Artemova, Alina  
 Castro, William  
 Dausherty, Seth  
 Head, Anne  
 Krause, Alana  
 Palmer, Leslie  
 Peacock, Joyce  
 Siddiqi, Catherine  
 Snedeker, Mary

Orange Coast College

Ott, Torii

**3. Full time Faculty**

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

Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Potts, Eva	GWC	Instructor, Nursing	08/27/11	A-II-12
Rosales, Evangelina	GWC	Instructor, Cosmetology	07/01/11	Q2-III-08

Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/01/11-08/14/11

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Darby, Barbara	10.00
Desmond, Deborah	6.80
Feldon, Fred	23.60
Holliday, Ann	9.25
Jenkins, Nancy	3.40
Jones, Nancy	6.80
Lee, Lisa	24.80
Leighton, Kenneth	6.80
Marcus, Ted	25.50
Montague, Judy	11.30
Nguyen, Ailene	10.10
Preciado, Anita	6.80
Roeun, Malinni	24.80
Shelley, Karen	18.90
Taylor, Margaret	13.10
Teregis, Tracy	12.00
Tsutsumida-Krampe, Lorraine	6.80
Warwick, Randall	27.00
Wild, Michelle	12.00

Winterbourne, Susan 3.40

Golden West College

For the period 06/01/11-08/14/11

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Almy, James	20.50
Baker, Frank	24.00
Bouzer, Pete	15.43
Egan, Catherine	18.00
Hoang, Antony	19.29
Kelly, Darla	27.00
Sekins, Denise	7.71
Souto, Mark	13.50
Speakman, Teresa	13.50
Ternes, Linda	13.50

Orange Coast College

For the period 06/01/11-08/14/11

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Adan, Amina	5.06
Altobelli, John	1.12
Amaral, Christina	3.37
Anderson, Courtney	3.37
Arismendi-Pardi, Eduardo	6.75
Bagatourian, Linda	0.70
Baker, Cheryl	3.37
Banoczi, Walter	1.91
Barnes, Carol	0.70
Barvarz, Parnian	4.50
Beau, Leslie	3.37
Behr, Laura	1.49
Bellah, Geoffrey	4.50
Bender, Edward	3.37
Cassidy, Lori	1.40
Coco, Felicia	3.37
Contopoulos, Nicholas	3.37
Costas, Jose	3.38
Cottrell, Lynne	2.25
Cuellar, Eric	0.70
Cutenese, Charles	2.62
Dale, John	1.40
Della Marna, Jodi	1.68
Desurra, Christopher	3.37
Drum, Stephen	6.75
Duong, Nghia	0.70
Evans, Christopher	4.50
Faridi, Abbas	3.37
Farrell, Daniel	1.04
Figueroa, Benjamin	0.70
Frechen, Richard	7.72
Funez-Gonzalez, Juani	5.06
Gillissen, Blade	6.75
Gleason, David	1.49
Golson, Christopher	3.37
Gonzales, Shirley	10.13
Guillen, Alex	0.70
Guillen, Denia	0.70



Hearlson, Kenneth	5.06
Henry, Lorraine	1.23
Hogue, Steven	0.70
Hollander, Gena	5.06
Hussan, Syed	4.50
Jupiter, Cheryl	0.70
Katsuki, Anna	0.70

Katz, Eleanor	5.06
Keegan, Dian	0.70
Kessler, Kathleen	6.57
Kelly, Dennis	6.75
Kennedy, Marilyn	4.50
Kennedy, Patrick	4.50
Khamneian, Haedeh	5.62
Kirch, Stacy	0.70
Knox, John	1.12
Koines, Andrew	5.62
Kubiak, Renee	3.37
Lazarus, Robert	5.62
Livingston, Tab	5.06
Maran, Janice	1.49
Marron, Elias	0.70
Melrose, Charlene	5.06
Moore, Arthur	5.62
Morgan, Arabian	5.62
Morgan, Carl	1.40
Muir, Robert	5.62
Neil, Jeanne	5.62
Nguyen, Jessica	0.70
Ochoa, Marco	2.62
Oviatt, Vinta	1.40
Perez Stable Cox, Olga	2.53
Pettus, Candice	5.06
Polk, Sherana	3.37
Rangno, Erik	9.00
Reber-Bonhall, Cynthia	2.13
Ring, David	5.06
Russell, Gregory	3.37
Sachs, Loren	1.23
Sam, Thinh	3.93
Savage, Jennifer	5.06
Scane, Danielle	3.37
Schneiderman, Robert	0.70
Skeie, Leon	1.49
Smith, Carl	2.62
Smith, Kevin	2.25
Spencer, Steven	2.62
Sugden, James	4.50
Tom, Eileen	0.34
Topping, Holly	6.75
Traver, Maria	1.83
Voicu, Mariana	5.16
Weatherford, Leigh	4.50
Webb, Debbie	1.40
Wheaton, Dana	3.37
Wickremesinghe, Manoj	0.70
Wynne, Ann	5.06
Zitter, Jeremy	4.50
Zombek, Mark	4.07

#### 4. Part time Faculty

##### Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/01/11-08/14/11

<u>Name</u>	<u>Wkly/Hrs</u>
Adler, Roberta	9.000
Ahlman, Mary	4.500
Aprile, Judy	5.500
Barnes, Ralph	13.500
Barrett, Debra	7.000
Basford, Sean	6.800
Bouley, Harold	6.800
Brook, Marilyn	13.600
Calcanas, Christina	4.000
Capoccaiama, John	8.800
Carlucci, Michael	11.300
Caterina, Amy	8.800
Chabra, Shashi	8.000
Chang, Yu-An	17.000
Chapman, Cheryl	8.800
Chase, Suzanne	4.500
Cole, Maureen	10.000
Collins, Charles	3.000
Cooper, David	10.100
Covert, Robert	10.100
Crowley, Erin	10.000
Cummins, Megan	10.100
Davis, Penny	9.000
DeWitt, Stanley	10.100
Diaz-Brown, William	10.100
Do, Anhvy	4.500
Don, Rachel	4.500
Doren, Ricia	6.800
Doyle, John	16.900
Eber, Lorie	10.100
Elbettar, Jihad	6.800
Feiner, Henri	9.000
Fitzgeorge, Brenda	12.000
Forbes, Junko	6.800
Freeman, William	19.100
Garvin, Timothy	10.100
Giancarlo, Jennifer	6.800
Gill, Tina	6.800
Giancarlo, Jennifer	16.500
Godfrey, Donald	6.800
Gundy, Afaf	17.000
Gustaveson, Valerie	4.500
Henry, Charles	6.800
Henry, Deborah	16.500
Huynh, Minh-Tri	6.000
Isbell, Donald	8.800
Johnson, Edgar	6.800
Johnson, Jeffrey	11.300
Jones, Julie	4.500
Kabaji, Noha	6.800
Kelsey, David	10.100
Kerr, Jeffrey	8.800
Khambatta, Zubin	3.250
Khan, Mahbubar	13.000
Lee, Alexander	13.000
Lee, Sheryl	6.800
Levenshus, Joshua	6.800

Loester, Karen	4.500
LoSasso, Mary	8.000
Man, Georgina	4.500
Mann, Claire	10.100
Marin, Liana	6.800
Matar, Fadi	6.800
Masters, Melinda	10.000

Maynard, Linda	6.800
McGeoch, Norma	4.500
Mendoza, Jaime	6.800
Menzing, Todd	10.100
Nichols, Kristen	6.800
Offenhauser, Tyler	4.4.00
Ondracek, Theodore	6.800
Ozbirn, Katherine	13.600
Palmer, Catherine	13.600
Parent, Nancy	19.100
Pasino, James	8.000
Petropoulos, Mary	13.500
Platfoot, Shirley	4.000
Richter, Otto	10.100
Rogoff, Meri	6.800
Sak, Kathleen	6.800
Sampson, Kevin	13.600
Schindelbeck, Judy	19.100
Semer, Lynn	6.000
Syed, Erum	12.800
Terry, Brenda	8.800
Terry, Ladd	10.100
Tran, Chau	6.800
Van Beek, Milo	6.800
Vayo, Sunshine	10.100
Villalobos, Jose	6.800
Wahba, Remon	12.800
Waller, Ellis	10.100
Wegter, Rachel	6.800
Whitson, Stephen	16.900
Wild, Michelle	4.000
Windsor, Adrian	10.100
Worden, Mark	8.800

Golden West College

For the period 06/01/11-08/14/11

<u>Name</u>	<u>Wkly/Hrs</u>
Berry, Deborah	10.570
Crescimanno, Annamaria	9.000
Fraser, Mark	9.000
Hyde, William	20.250
Kaliski, Lucy	24.000
Leipzig, G. Victor	9.000
Lindsay, Don	13.500
McClain, Sunshine	6.000
Rojas, Cheryl	15.420
Srehmat, Shehnaz	18.000
Thorne, Clyde	4.000
Tran, Le	20.571
Wimmer, Ronda	9.000

Assignments during the period 01/31/11-05/29/11 for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Barrett, Debra	1.170

Justification: Class added due to funding source being identified  
 Osborne, Dwight 3.750  
 Justification: Original instructor unable to teach the class  
 Stubblefield, Katie 0.750  
 Justification: Class added due to funding source being identified

#### Golden West College

<u>Name</u>	<u>LHE</u>
Cooper, Paz	3.250
Justification: New assignment added	
Davis, Sherry	3.250
Justification: New assignment added	

#### Orange Coast College

<u>Name</u>	<u>LHE</u>
Baer, Marc	3.000
Justification: Replacement of original instructor	
Beichner, Brian	1.032
Justification: New Hire completed paperwork late	
Burns, Robert	0.570
Justification: Assigned instructor unable to teach; needed replacement	
Dahl, Wendy	1.000
Justification: Due to replacement of instructor	
Eason, Armando	2.000
Justification: Assigned instructor unable to teach; needed replacement	
Lara, Richard	7.500
Justification: Replace original instructor	
McAllister, Brett	0.950
Justification: Assigned instructor unable to teach; needed replacement	
Mealey, Ronald	2.855
Justification: Assigned instructor unable to teach; needed replacement	
Monge, Michael	6.000
Justification: Replacement of original instructor	
Nguyen, Thanh	5.700
Justification: Replacement of original instructor	
Prioleau, Karen	5.500
Justification: Assigned instructor unable to teach; needed replacement	
Salim, Linda	9.500
Justification: Due to paperwork error, assignment should not have been cancelled	

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period **05/05/11 to 06/30/12**, not to exceed 498 hours:

Dennis, Victor

#### **5. Educational Administrator**

In accordance with Board policies and procedures, the following academic administrative staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed.

#### Reappointment

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Niroumand, Madjid	OCC	Interim Assoc Dean, Student Services	07/01/11 to 06/30/12	D-26-07

#### **6. Classified Management**

None.

#### **7. Classified Staff**

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

#### Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Burton, Jane	DIST	Staff Assistant, Sr – Confidential	05/05/11	J-56-05	D-006-11
Whistler, Jillian	OCC	Child Care Eligibility Spec	05/05/11	E-48-03	O-009-11

#### Revision of Step Placement

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Flores, Noemi	OCC	Student Fin Aid Tech-BFAP	04/07/11	E-48-02*	O-005-11

\* E-48-01 to E-48-02

#### Extension of End Dates

The following OCC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/11 to 06/30/12. These positions may be extended, modified or eliminated based on changes from the funding source.

Aube, Susan	Instructional Associate / Success Center
Campbell, Rosalind	Student Financial Aid Accounting / Fiscal Specialist
Flores, Noemi	Student Financial Aid Technician / BFAP
Hay, Vickie	Cal Works Staff Assistant Senior
Komenda, Virginia	Instructional Associate/ Success Center
Marasigan, Katherine	Student Financial Aid Specialist/ BFAP
Martinez, Vincent	Matriculation Testing Technician
Padilla, Rina	Student Financial Aid Specialist/ BFAP
Sukaesih, Rini	Matriculation Evaluator

#### **8. Reclassification and Reorganization/Reassignment**

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

None.

#### **9. Classified Temporary Assignments**

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Blankson, Araba	CCC	Mil Cont Ed Tech Intermediate	Mil Cont Ed Tech III	05/05/11	08/05/11	E-48-04
Bledsoe, Katherine	CCC	Typist Clerk, Intr.	Area Facilitator	05/11/11	08/11/11	E-52-01
Le, Jenny	CCC	Mil Cont Ed Tech Intermediate	Special Assign	05/05/11	08/05/11	E-45-05
Suarez, Kathy	OCC	Student Fin Aid Tech	Special Assign	05/05/11	06/30/11	E-48-05

#### Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Aguillon, Jessica	OCC	Child Care Ctr Specialist	Child Develop Specialist	Extend end date from 04/30/11 to 06/15/11	E-41-05
Labounty, Jennifer	OCC	EOPS/Care Specialist	Special Assignment	Extend end date from 04/30/11 to 07/31/11	E-46-05
Wakim, Anis	OCC	Instru Food Serv Coordin	Staff Specialist	Extend end date from 04/30/11 to 07/31/11	E-50-05

#### **10. Hourly Staff**

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or

are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

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

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

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Name	LOC	Start Date	End Date	Funding Source	Days to Work
Franco, Patricia*	DIST	04/11/11	06/30/11	110001-160700	M,T,W,TH,F

\*Justification: Staffing shortage due to internal promotion.

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

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Acayan, Pio	CCC	05/05/11	06/30/11	110001-801301	M,T,W,TH,F

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

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Bergesen, Annika	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Brennan, Alison	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Brennan, Marguerite	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Brennan, Matthew	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Finger, Abbigail	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Gizara, Erica	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Gizara, Lisa	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Hurley, Kevin	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Kiser, Kerry	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Lapier, Devon	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
McBride, Carly	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
McSweeney, Brian	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Moreno, Fernanda	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Nellor, Matthew	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
O'Brien, Erin	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
O'Connor, Mariah	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
O'Connor, Matthew	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Pao, Suchiao	CCC	05/05/11	06/30/11	120010-850101	M,T,W,TH,F
Provost, Brianna	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F

Roe, Nathan	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
St. Onge, Danielle	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Teague, Joshua	GWC	05/05/11	06/30/11	110001-347151	M,T,W,TH,F
Thomas, Tiara	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Van Etten, Melissa	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Wagner, Jason	GWC	05/05/11	06/30/11	813001-324504	M,T,W,TH,F
Wright, Travis	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bui, Hang	OCC	04/11/11	06/30/11	110001-982604	M,T,W,TH,F

#### 11. Substitute Classified

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

Orange Coast College  
Daniels, Julie  
Ricot, Jozeline

#### 12. Clinical Advisors/Summer

None.

#### 13. Medical Professional Hourly Personnel

None.

#### 14. Student Workers

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

Golden West College  
Pham, Kathaleen

Orange Coast College  
Alvandi, Soheil  
Vargas, Bruce  
Zerschling, Michael

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# **Special Meeting**

## **Board of Trustees**

### **Coast Community College District**

#### **Board Conference Room**

**May 12, 2011 at 4:00 p.m.**

## **MINUTES**

*Pursuant to the Brown Act, Government Code Section 54953 (b), Trustee Mary L. Hornbuckle participated in this meeting by teleconference from the following location: 2221 Raleigh Avenue, Costa Mesa, Ca 92627*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 12, 2011 in the Board Conference Room at the District Office.

**1. Call to Order**

Board President Jerry Patterson called the meeting to order at 4:01 p.m.

**2. Roll Call**

Trustees Present: Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,  
and Mary Hornbuckle

Trustees Absent: Student Trustee Lee Fuller

**3. Opportunity for Public Comment**

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

**4. Recess to Closed Session**

The Board recessed to Closed Session at 4:02 p.m. to discuss the following items:

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

Jacobson v. Coast Community College District (Arbitration)

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

Coast Community College Association vs. Coast Community College District  
(Arbitration)

Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case  
No. 30-2011-00445563

FM & Sons, Inc. vs. Coast Community College District, Orange County Superior  
Court Case No. 30-2011-00451209

AB Calif Acquisition Corp vs. Tadros & Youssef Construction et al., Orange County Superior Court Case No. 30-2011-00450786

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

Claim by Janet Redding

- c) **Conference with Labor Negotiator**  
(Pursuant to Government 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

- d) **Public Employment** (Pursuant to Government Code Section 54957)  
Title: Chancellor, Coast Community College District

**5. Reconvene to Open Session**

The Board reconvened to Open Session at 5:44 p.m.

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

There was no report of action from Closed Session.

**7. Adjournment**

There being no further business, it was moved by Mr. Grant and seconded by Dr. Prinsky to adjourn the meeting.

Motion carried with the following vote:

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

No: None

The meeting was adjourned at 5:46 p.m.

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Secretary of the Board of Trustees

**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**

District Board Room

6:30 p.m. Regular Meeting

May 18, 2011

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 18, 2011 in the Board Room at the District Office.

**1.00 Preliminary Matters 1**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 6:30 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, David Grant,  
and Student Trustee Lee Fuller

Trustees Absent: Mary Hornbuckle

**1.03 Pledge of Allegiance**

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

**1.05 Presentations, Ceremonial Resolutions and Public Hearings at this time.**

**1.05.01 Acceptance of Retirements**

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

Classified

Cavella, Penny, E., CCC  
Grane, Beth Ann, CCC  
Robison, Sharon, DIST  
Znider, Janet, OCC

It was moved by Trustee Moreno and seconded by Mr. Fuller to accept these retirements.

Motion carried with the following vote:

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

**1.04 Opportunity for Public Comment (Items on Agenda)**

Hector Flores, Christina Munguia, Marisol Aguirre and Diane Estrada provided public comments to the Board of Trustees.

**2.00 Informative Reports**

**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:

Catherine Tran, ASG President, Orange Coast College  
Michael Knotts on behalf of David Salai, ASG President, 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  
Dr. Lisa Lee, for Nancy Jones, Coastline Community College (CCC) Academic Senate President

**2.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Vince Rodriguez, President, Coast District Management Association, provided a report to the Board of Trustees.

**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**

There were no reports.

**2.08 Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy 2015, Student Trustee, Board of Trustees**

On a motion by Trustee Fuller and seconded by Dr. Prinsky, the Board advanced revised BP 2015 to the Action Pages of the June 15, 2011 Agenda, subject to amendments recommended by the Board.

Motion carried with the following vote:

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

**2.09 Chancellor Search Committee Report**

Bonnie Bruce, Community Member, provided a report to the Board of Trustees regarding the activities of the Chancellor Search Committee. Ms. Bruce extended her gratitude to committee members and staff that assisted in the search process.

**3.00 Informative Reports**

**3.01 Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the January 19, 2011 Agenda.

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

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

**3.03 The Board Directives Log**

Trustees reviewed the Board Directives Log.

**3.04 Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the May 18, 2011 Agenda.

### **3.05 Budget Update from Vice Chancellor W. Andrew Dunn**

Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn, provided a report to the Board of Trustees on the Coast Community College District budget.

### **3.06 Approval of Termination of Funding of Part-Time Faculty Parity Compensation Program and Reallocation of Funds**

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to approve termination of funding of the part-time faculty compensation program and reallocation of funds only if there is a ten percent or more reduction to the budget of the Coast Community College District budget for Fiscal Year 2011-12, as determined by the Chancellor.

The following public speakers addressed the Board on this item: Dr. Barbara Price, Adrienne Merlo, John Dunham, Ann Holiday and Bob Fey.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, and Mr. Grant  
No: Dr. Prinsky  
Absent: Ms. Hornbuckle

### **4.00 Consent Calendar**

On a motion by Mr. Grant and seconded by Mr. Moreno, the Board approved the Consent Calendar

Motion carried with the following vote:

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

## **Action Section**

### **21.00 Approval of Agreements**

#### **21.01 CCC – Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Costs at the Orange County One-Stop Center**

On a motion by Mr. Moreno and seconded by Mr. Fuller the Board approved the Agreement with the State of California Employment Development Department for the purpose of reimbursing the District for the Employment Development Department's share of telephone costs at the Orange County One-Stop Center.

**Fiscal Impact:** Revenue totaling \$11,875 from May 1, 2011 through June 30, 2013.

Motion carried with the following vote:

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

**21.02 CCC - Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Cost at the Orange County One-Stop Center**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board approved the Agreement with the State of California Employment Development Department for the purpose of reimbursing the District for the Employment Development Department's share of telephone service cost at the Orange County One-Stop Center.

**Fiscal Impact:** Revenue totaling \$9,656 from May 1, 2011 through June 30, 2013.

Motion carried with the following vote:

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

**21.03 CCC - Approve an Addendum between the State of California Department of General Services and the Coast Community College District/One-Stop Center to Extend the Term of Leased Space Including an Incremental Rent Increase by the Employment Development Department for the Purpose of Providing Services at the Orange County One-Stop Center – Irvine Site**

On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board approved the Addendum to the Agreement with the State of California Department of General Services to extend the term of leased space including an incremental rent increase by the Employment Development Department for the purposes of providing services at the Orange County One-Stop Center Irvine site.

**Fiscal Impact:** Monthly rent based on incremental yearly increases from February 1, 2010 through February 1, 2015 per agreement.

Motion carried with the following vote:

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

**21.04 DIS – Authorization to Enter into a Data Release Agreement with United Healthcare Insurance Company to facilitate participation in the Early Retiree Reinsurance Program whereby the United States Department of Health and Human Services (HHS) will provide reimbursements to the Coast Community College District**

On a motion by Mr. Patterson and seconded by Mr. Grant the Board gave authorization to enter into a data release agreement with United Healthcare Insurance Company to facilitate participation in the early retiree reinsurance program whereby the United States Department of Health and Human Services (HHS) will provide reimbursements to the Coast Community College District.

**Fiscal Review and Impact:** \$32,000 per quarter

Motion carried with the following vote:

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

**21.05 OCC – Approve Agreement between The Regents of the University of California, a California public corporation, on behalf of its Recreation Department at the Santa Barbara Campus (UCSB) and the Coast Community College District (CCCD) for the purpose of transporting one CCC rowing shell to and from Gainesville, Georgia**

On a motion by Dr. Prinsky and seconded by Mr. Fuller the Board approved the Agreement with the Regents of the University of California a California public corporation on behalf of its recreation department at the Santa Barbara Campus (UCSB) for the purpose of transporting one OCC rowing shell to and from Gainesville, Georgia.

**Fiscal Review and Impact:** \$150 payable to USCB and proof of insurance.

Motion carried with the following vote:

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

**21.06 DIS – Approve Agreement between Beijing Normal University Zhuhai (BNUZ), U.S./China Entrepreneur Exchange Association (US/CEEA), and the Coast Community College District (CCCD) for the 1+1+2 University Transfer Program to Increase International Student Enrollment and Assist International Students with their Transfer from a Coast College to a U.S. Accredited University**

On a motion by Mr. Fuller and seconded by Mr. Moreno the Board approved the Agreement with Beijing Normal University Zhuhai (BNUZ) U.S/China Entrepreneur exchange association (US/CEEA) for the 1+1+2 University transfer program to increase international student enrollment and assist International students with their transfer from a Coast College to a U.S. accredited university.

**Fiscal Impact:** The annual income to the district from the 1+1+2 University transfer program students will be \$ 3,296.00 per student in this program based on 12 units of academic load and current non-resident tuition rate.

Motion carried with the following vote:

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

**21.07 CCC– Approval of Employment Agreement, Interim Vice President Student Services & Economic Development**

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board appointed Lois Wilkerson as Interim Vice President Student Services & Economic Development at Coastline Community College, effective July 1, 2011 through June 30, 2012, and approved the Employment Agreement with Ms. Wilkerson.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant



No: None  
Absent: Ms. Hornbuckle

**21.08 CCC – Approval of Employment Agreement, Interim Administrative Director, Workforce & Economic Development**

On a motion by Mr. Moreno and seconded by Mr. Grant, the Board appointed Sallie Ann Salinas-Rumps as Interim Administrative Director, Workforce and Economic Development, Coastline Community College, effective May 19, 2011 through November 19, 2011, and approved the Employment Agreement with Ms. Salinas-Rumps.

Motion carried with the following vote:

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

**21.09 OCC – Approve Standard Agreement between Pat Moore Foundation and the Coast Community College District for the Purpose of Providing an Additional Site for Students to do Fields Work (Psychology 245) for the Mental Health Worker Career Certificate**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board approved the Standard Agreement with Pat Moore Foundation for the purpose of providing an additional site for students to do field work for the Mental Health Worker Career Certificate.

**Fiscal Review and Impact:** No cost to college.

Motion carried with the following vote:

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

**21.10 GWC – Approve Standard Independent Contractor Agreements between the Contractors Listed Below and the Coast Community College District for Administration and Coordination of Exams**

On a motion by Mr. Moreno and seconded by Mr. Fuller the Board Approved the Standard Independent Contractor Agreement with the contractor list below for administration and coordination exams.

**Fiscal Impact:** Contracts will be paid the amounts listed below, as invoiced per exam date, from RHORC RTC Trust funds. Fees for exams will be collected as follows: \$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$14 per rescheduled manual exam.

Care Training Services c/o Vidella Waller	\$100,000
Health Education Consultants c/o Joyce Bowden	\$80,000
Envision Education c/o Wendy Deras	\$50,000
Leora DeBoer	\$50,000
Mary Louise Conley	\$50,000

Kristen Hime-Griffin

\$45,000

Motion carried with the following vote:

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

**21.11 GWC – Approval of Standard Agreement between Kelly Thompson and the Coast Community College District for Printing**

On a motion by Dr. Prinsky and seconded by Mr. Patterson the Board approved the standard Agreement with Kelly Thompson for printing

**Fiscal Impact:** \$90,000 paid from Community Services funds

Motion carried with the following vote:

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

**21.12 GWC – Approval of Employment Agreement, Interim Vice President Student Services**

On a motion by Trustee Patterson and seconded by Trustee Moreno the Board appointed Stanley E. Francus as Interim Vice President, Student Services, Golden West College, effective June 1, 2011 through June 15, 2011, and approved the Employment Agreement with Dr. Francus.

Motion carried with the following vote:

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

**21.13 GWC – Approve Non-Standard Agreement between Apple Computers, Inc. and the Coast Community College District for Equipment Installation**

On a motion by Mr. Moreno and seconded by Dr. Prinsky the Board approved the non-standard Agreement with Apple Computers, Inc. for equipment installation

**Fiscal Impact:** No coast to the college (purchase of the equipment was previously Board approved and paid for).

Motion carried with the following vote:

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

**21.14 CCC – Approval of Employment Agreement, Interim Vice President Administrative Services**

On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board appointed Christine Nguyen as Interim Vice President, Administrative Services, Coastline Community College, effective July 1, 2011 through June 30, 2012, and approved the Employment Agreement with Ms. Nguyen.

Motion carried with the following vote:

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

**21.15 GWC – Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming**

On a motion by Mr. Fuller and seconded by Dr. Prinsky the Board approved the non-standard Agreement with Steaming Media Hosting for Video Steaming.

**Fiscal Impact:** One time annual payment of \$10,799.40 to be paid from NMC Auxiliary funds.

Motion carried with the following vote:

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

**21.16 GWC – Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Online Instructional Materials**

On a motion by Mr. Patterson and seconded by Dr. Prinsky the Board approved the non-standard Agreement with Steaming Media Hosting for online instructional materials.

**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, Dr. Prinsky, and Mr. Grant  
No: None  
Absent: Ms. Hornbuckle

**21.17 GWC – Approve Non-Standard Agreement between SchoolsFirst Credit Union and the Coast Community College District for ATM Services**

On a motion by Mr. Moreno and seconded by Dr. Prinsky the Board approved the non-standard Agreement with SchoolsFirst Credit Union for ATM Services.

**Fiscal Impact:** Revenue source dependent upon non-member use of ATM.

Motion carried with the following vote:

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

**21.18 Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students and Provide Support Services for Transfer to a CCCD College**

After a request by Staff, this item was pulled from the Agenda for the May 18, 2011 Regular Meeting.

**22.00 Buildings and Grounds Approvals**

**22.01 Approve Change Order No. 5; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid 1965**

On a motion by Mr. Patterson and seconded by Mr. Moreno the Board approved change order No. 5 Orange Coast College Consumer Health & Science Building new construction (ABC Building); bid 1965.

DMA Greencare Contracting, Inc. – Category B – Landscape/Irrigation

Final Contract Closeout:

Final negotiated contract settlement \$ 7,412.00

Contract Amount: \$254,849.00 (C.O. 5: 2.91% Increase;  
 Total Change Orders: \$7,412.00 (2.91% Increase)

Anderson Charnesky Structural Steel Inc. – Category E – Steel

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 29,788.00>

Contract Amount: \$3,360,378.00 (C.O. 1: 4.88% Increase)  
 (C.O. 5: .89% Decrease)  
 Total Change Orders: \$134,231.00 (3.99% Increase)

ISEC – Category F – Finish Carpentry/Lab Furnishings & Equipment

Final Contract Closeout:

Final negotiated contract settlement \$ 36,247.00

Contract Amount: \$1,395,402.00 (C.O. 5: 2.60% Increase;  
 Total Change Orders: \$36,247.00 (2.60% Increase)

Heinaman Contract Glazing – Category I – Glass & Glazing

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 87,897.00>

Contract Amount: \$2,380,780.00 (C.O. 5: 3.69% Decrease)  
 Total Change Orders: <\$87,897.00> (3.69% Decrease)

Richard & Richard Construction Co., Inc. – Category J – Drywall/Plaster/  
Framing/Fireproofing/Doors/Hardware

Change Order Reconciliation through May 2011: \$ 156,499.00

Contract Amount: \$2,668,000.00 (C.O. 5: 5.87% Increase)

Total Change Orders: \$156,499.00 (5.87% Increase)

Elljay Acoustics, Inc. – Category L – Acoustical Ceilings

Final Contract Closeout:

Final negotiated contract settlement \$ 44,633.00

Contract Amount: \$454,470.00 (C.O. 5: 9.82% Increase)

Total Change Orders: \$44,633.00 (9.82% Increase)

Industry Coatings – Category N – Painting

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$104,843.00>

Contract Amount: \$392,945.00 (C.O. 5: 26.68% Decrease)

Total Change Orders: <\$104,843.00> (26.68% Decrease)

RVH Constructors Inc. – Category O – Project Specialties/Toilet Partitions/Signage

Final Contract Closeout:

Final negotiated contract settlement \$ 14,535.00

Contract Amount: \$480,000.00 (C.O.5: 3.03% Increase)

Total Change Orders: \$14,535.00 (3.03% Increase)

**Fiscal Impact:** \$36,798.00 (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Consumer Health & Science Building  
(ABC Building)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant

No: None

Absent: Ms. Hornbuckle

**22.02 Bid Tabulations and Award of Contract: Orange Coast College Baseball Entry  
– Athletic Field Support Complex; Bid No. 1996**

On a motion by Mr. Patterson and seconded by Mr. Grant the Board approved bid tabulations and award of contract: Orange Coast College baseball entry-athletic field support complex; bid No. 1996.

1. H.C. Olsen Construction Co., Inc. \$593,999  
710 E. Los Angeles Avenue, Monrovia, CA 91016
2. Sanders Construction Services, Inc., Lake Forest, \$604,000

CA 92630

3. Faris Construction Company, Oceanside, CA 92054 \$620,000

**Fiscal Impact:** \$593,999 (OCC Foundation & Measure C Funds)  
Master Plan Approved Project  
OCC Baseball Entry/Athletic  
Field Support Complex

Motion carried with the following vote:

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

**22.03 Authorization to Purchase Classroom and Office Furniture for Orange Coast College Classroom Refurbishment Project, using the Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contract**

On a motion by Mr. Fuller and seconded by Dr. Prinsky the Board gave authorization to purchase classroom and office furniture for Orange Coast College classroom refurbishment project using the department of general services county of Orange, California multiple award schedule (CMAS) and the US Communities Contract.

**Fiscal Impact:** \$490,000.00 (Measure C – General Obligation Bond Fund & 08/09 State Capital outlay.

Master Plan Approved Project  
OCC Upgrade Campus Classrooms  
OCC Classroom Refurbishment Project

Motion carried with the following vote:

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

**22.04 Authorization to Purchase One Hundred Seventy-Five (175) Dell and Five (5) Apple Computers for the Orange Coast College Business Education/Math Wing Remodel Project using the Western States Contracting Alliance (WSCA) Master Price Agreement and Apple's Collegiate Purchase Program (CPP) Agreement**

On a motion by Mr. Fuller and seconded by Mr. Grant the Board gave authorization to purchase one hundred seventy-five (175) Dell and five (5) apple computers for the Orange Coast College Business Education/Math wing remodel project using the western states contracting alliance (WSCA) master price agreement and apple's collegiate purchase program (CPP) agreement.

**Fiscal Impact:** \$225,000.00  
(Measure C-General obligation Bond Fund &  
08/09 State Capital Outlay)  
Master Plan Approved Project  
OCC Upgrade Campus Classrooms  
OCC Classroom Refurbishment Project

Motion carried with the following vote:

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

**22.05 Approve Standard Professional Services Agreement with UCML, Inc. for Inspection Services; Orange Coast College Baseball Field Restroom Complex**

On a motion by Mr. Fuller and second Mr. Patterson the Board approved the Standard Professional Services Agreement with UCML, Inc. for inspection services Orange Coast College Baseball field restroom complex.

**Fiscal Impact:** \$60,666.67 (OCC Foundation & Measure C Funds  
Master Plan Approved Project)

Motion carried with the following vote:

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

**22.06 Approve Standard Professional Services Agreement with UCML, Inc. for Project Oversight; Orange Coast College Classroom Refurbishment Project**

On a motion by Dr. Prinsky and seconded by Mr. Fuller, the Board approved the Standard Professional Services Agreement with UCML for project oversight, Orange Coast College Classroom Refurbishment Project.

**Fiscal Impact:** \$41,600 (Measure C, General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Upgrade Campus Classrooms  
OCC Classroom Refurbishment Project

Motion carried with the following vote:

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

**22.07 Approve Independent Contractor Agreement with Cambridge West Partnership LLC; Preparation of Final Project Proposals for Orange Coast College and Golden West College Building/Facilities Program Implementation for 2010-2011**

On a motion by Mr. Fuller and seconded by Mr. Grant, the Board approved the Independent Contractor Agreement with Cambridge West Partnership, LLC, for preparation of final project proposals for Orange Coast College and Golden West College facilities program implementation for 2010-2011.

**Fiscal Impact:** \$34,000 (District Capital Outlays Funds)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant  
No: None

Absent: Ms. Hornbuckle

**22.08 Approve Independent Contractor Agreement with Cambridge West Partnership LLC; Orange Coast College, Golden West College and Coastline College State Reporting/Long Range Planning for 2011-2012**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board approved the Independent Contractor Agreement with Cambridge West Partnership, LLC, for Orange Coast College, Golden West College and Coastline Community College state reporting/long range planning for FY 2011-12.

**Fiscal Impact:** \$49,000 (District Capital Outlay Funds)

Motion carried with the following vote:

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

**22.09 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual**

**Agreement for Contractor Services**

On a motion by Dr. Prinsky and seconded by Mr. Fuller, the Board approved contractors for Fiscal year 2010-11 pursuant to the District's standard annual agreement for contractor services.

Motion carried with the following vote:

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

**23.00 General Items of Business**

**23.01 DIS – Bid Tabulations and Award of the Collection and Disposal of Solid Waste for Coast District; Bid No. 1993**

On a motion by Mr. Moreno and seconded by Mr. Fuller, Board awarded Bid 1993 to CR&R Incorporated for the Collection and Disposal of Solid Waste for Coast District.

Bids were opened and publicly read on May 3, 2011 for an annual contract for the Collection and Disposal of Solid Waste for Coast District; Bid No. 1993. Additionally, up to four (4) twelve month renewal options are stipulated in the bid. The results are as shown below:

- |    |  |                    |
|----|--|--------------------|
| 1. | CR&R, Inc.<br>11292 Western Ave, Stanton, CA 90680                                   | <b>\$51,122.20</b> |
| 2. | Ware Disposal<br>P. O. Box 8206, Newport Beach, CA 92658                             | <b>\$53,644.30</b> |
| 3. | Republic Waste Services of So Cal, LLC<br>1131 N. Blue Gum Street. Anaheim. CA 92806 | <b>\$60,213.96</b> |



- |    |  |             |
|----|--|-------------|
| 4. | Rainbow Disposal Co., Inc.<br>P. O. Box 1026, Huntington Beach, CA 92647 | \$78,492.84 |
| 5. | Waste Management<br>1800 South Grand Ave., Santa Ana, CA 92705           | No Response |

**Fiscal Impact:** \$51,123 per annum (General Funds)

Motion carried with the following vote:

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

**23.02 Approval of Proposed Policy Revision BP 7837, Faculty/Academic Senate Role in Governance**

On a motion by Dr. Prinsky and seconded by Mr. Moreno, the Board approved proposed revisions to BP 7837, Faculty/Academic Senate Role in Governance.

Motion carried with the following vote:

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

**23.03 Approval of Summer 2012 and 2013 Academic Calendars, 2012-2013 and 2013 and 2014 Academic Calendars, and 2012-2013 and 2013-2014 Administrative Holiday Schedules**

On a motion by Dr. Prinsky and seconded by Mr. Fuller, the Board approved Summer 2012 and Summer 2013 Academic Calendars, 2012-2013 and 2013 and 2014 Academic Calendars, and 2012-13 and 2013-14 Administrative Holiday Schedules.

Motion carried with the following vote:

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

**23.04 DIS – Approve Coast Community College District Vision 2020 Master Plan with Facility, Human Resources, Technology and Finance Supplemental Plans in Support of the District's Ten-Year Vision, Five-Year Plan, and Three-Year Reviews beginning 2013 and Annual Progress Reports in June to the Board of Trustees**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board accepted the Vision 2020 Master Plan in concept, and requested that revisions be made to the District Vision 2020 Master Plan and to have the Master Plan returned as a clean, final document, with requested additions, for approval by the Board of Trustees on June 15, 2011.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Mr. Grant
No:	None

Absent: Ms. Hornbuckle

**23.05 Authorization of Voluntary Separation Program (VSP) – Option C**

On a motion by Mr. Grant and seconded by Mr. Moreno, the Board authorized the Voluntary Separation Program, Option C.

Motion carried with the following vote:

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

**Fiscal Impact:** Fiscal impact will be driven by program participation.

**24.00 Resolutions**

**24.01 Resolution #11-18 Authorizing Payment to Trustee Absent from Board Meeting**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board approved the Resolution, #11-19, Authorizing Payment to Mary L. Hornbuckle for absences from the May 4, 2011 Regular Meeting and May 18, 2011 Regular Meeting.

Motion carried with the following vote:

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

**24.02 Resolution # 11-19 Adoption of Resolution of January to March 2011 Budget Transfers**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board adopted Resolution #11-19, January to March 2011 Budget Transfers.

Motion carried with the following vote:

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

**24.03 Resolution # 11-20 to Increase Income and Expenditure Budget for 2010-2011**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board adopted Resolution #11-20, to Increase Income and Expenditure Budget for 2010-2011.

Motion carried with the following vote:

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

**24.04 Resolution #11-21 for Layoff Due to Lack of Funds: One Stop Center, Coastline Community College**

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board adopted Revised Resolution #11-21 for Layoff Due to Lack of Funds, One Stop Center, Coastline Community College.

Motion carried with the following vote:

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

**24.05 Resolution #11-22 Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchase Financing to Complete the Financing Plan for the Coastline College Newport Beach Learning Center**

On a motion by Mr. Fuller and seconded by Mr. Grant the Board adopted Resolution #11-22, subject to final documents being revised to incorporate all of the revisions proposed by General Counsel, and subject to all of the blanks being filled in as approved by the Chancellor and General Counsel.

Motion carried with the following vote:

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

**25.00 Approval of Minutes**

**25.01 Approval of Minutes**

- Regular/Study Session Meeting of April 6, 2011
- Regular Meeting of April 20, 2011

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board approved the Minutes of April 6, 2011 and April 20, 2011.

Motion carried with the following vote:

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

**26.00 Close of Meeting**

**26.01 Opportunity for Public Comment (Closed Session – Items on Agenda)**

There were no public comments.

**26.02 Recess to Closed Session**

The Board convened to Closed Session at 11:15 p.m. to discuss the following items:

**26.02.01 Public Employment (Pursuant to Government Code 54957 (b)(1))**

1. Faculty Special Assignments
2. Substitute Faculty

3. Full-time Faculty
  4. Part-time Faculty
  6. Classified Management
  7. Classified Staff
  8. Reclassification and Reorganization/Reassignment
  9. Classified Temporary Assignments
    - a. Special Assignment
    - b. Military Contract Education Program Coordinator
    - c. Public Information Specialist
    - d. Special Assignment
    - e. Environmental Health & Safety Specialist
  10. Hourly Staff
  11. Substitute Classified
  12. Clinical Advisor/Summer
  13. Medical Professional Hourly Personnel
  14. Student Workers
- 26.02.02 Conference with Labor Negotiator  
(Pursuant to Government 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

- 26.02.03 Public Employee Discipline/Dismissal/Release  
(Pursuant to Government Code Section 54957)

- 26.02.04 Public Employment  
(Pursuant to Government Code Section 54957)

Position: Chancellor

**26.03 Reconvene Regular Meeting**

The Board reconvened the Regular Meeting at 12:13 a.m.

**26.04 Report of Action in Closed Session (if any)**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board approved the Public Employment items in Section 26.02.01 with exception of Section 5, Educational Administrators.

Motion carried with the following vote:

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

#### **26.05 Adjournment**

There being no further business, it was moved by Mr. Patterson and seconded by Dr. Prinsky to adjourn the meeting.

Motion carried with the following vote:

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

The meeting was adjourned at 12:15 a.m.

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Secretary of the Board of Trustees

## Appendix

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A.	Public Employment Report.....	20-30
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### 1. Faculty Special Assignments

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

#### COASTLINE COLLEGE

##### PROFESSIONAL DEVELOPMENT INSTITUTE'S WEBSITE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Deatherage, Velvet	05/19/11	05/31/11	EXM	\$43.55	\$609.77

##### ACADEMIC REVIEW AND CONSULTING SERVICES FOR PUBLIC SPEAKING COURSE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Levenshus, Joshua	07/01/11	06/30/12	EXH	\$20.46

##### PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Donna	06/13/11	08/07/11	SMH	\$73.94
Nguyen, Steven	06/13/11	08/07/11	SMH	\$73.94

##### ASIAN AMERICAN & NATIVE AMERICAN PACIFIC ISLANDER GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hernandez, Marcela	06/04/11	06/30/11	EXH	\$29.46
Jones, Nancy	06/04/11	06/30/11	EXM	\$43.55
Stewart, Cheryl	06/04/11	06/30/11	EXM	\$43.55

WORKSHOPS FOR BASIC SKILLS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bailly, Jennifer	07/01/11	06/30/12	EXH	\$29.46
Desmond, Deborah	07/01/11	06/30/12	EXM	\$43.55
Feldon, Fred	07/01/11	06/30/12	EXM	\$43.55
Jereb, Claudia	07/01/11	06/30/12	EXH	\$29.46
Lee, Lisa	07/01/11	06/30/12	EXM	\$43.55
Lee, Sheryl	07/01/11	06/30/12	EXH	\$29.46
Leighton, Kenneth	07/01/11	06/30/12	EXM	\$43.55
Lieu, Thanh Thuy	07/01/11	06/30/12	EXH	\$29.46
Montague, Judy	07/01/11	06/30/12	EXM	\$43.55
Nguyen, Ailene	07/01/11	06/30/12	EXM	\$43.55
Nguyen, Diem Thanh	07/01/11	06/30/12	EXH	\$29.46
Roeun, Malinni	07/01/11	06/30/12	EXM	\$43.55
Tran, Chau	07/01/11	06/30/12	EXH	\$29.46
Tsutsumida-Krampe, L.	07/01/11	06/30/12	EXM	\$43.55
Walker, Lynn	07/01/11	06/30/12	EXH	\$29.46

GOLDEN WEST COLLEGEVIDEOTAPE INVITATIONAL DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hendrix, Jeffrey	05/20/11	05/21/11	EXH	\$29.46	\$299.96

STATE AND LOCAL REQUIREMENTS FOR CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lane, Andrea	06/01/11	06/30/11	EXH	\$29.46

COSMETOLOGY FACULTY COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Reyna, Edward	06/06/11	06/30/11	EXM	\$43.55	\$4708.51

ACADEMIC ADVISEMENT FOR CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
York, Linda	06/06/11	06/30/11	SMM	\$104.53

CHOREOGRAPHY FOR MOVE ME DANCE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hendrix, Jeffrey	05/19/11	05/21/11	EXH	\$29.46	\$299.90
Villalpando, Erica	05/19/11	05/21/11	EXH	\$29.46	\$299.90

BASIC SKILLS PRESENTATIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cosand, Keisha	05/19/11	05/29/11	EXM	\$43.55	\$609.77
Harris, Ryane	05/19/11	05/29/11	EXM	\$43.55	\$609.77

ACADEMIC ADVISEMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Dumont, Stephanie	06/01/11	06/30/11	SMM	\$94.55
Hinton, Karen	06/01/11	06/30/11	SMM	\$97.88
Icaro-Boiser, Rubirosa	06/01/11	06/30/11	UNT	\$57.44
Nguyen, Jimmy	06/01/11	06/30/11	SMM	\$70.75
Nguyen, Tri	06/01/11	06/30/11	SMM	\$104.53
Olson, Tarin	06/01/11	06/30/11	SMM	\$101.20
York, Linda	06/01/11	06/30/11	SMM	\$104.53

NORTH AMERICAN RENEWABLE ENERGY TRAINING PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cucurny, Marius	06/01/11	08/26/11	EXM	\$43.55
Hersh, Thomas	06/01/11	08/26/11	EXM	\$43.55

ACADEMIC ADVISEMENT FOR RE-ENTRY/CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Duenas, Yolanda	06/06/11	06/30/11	UNT	\$73.94
Lane, Andrea	06/06/11	06/30/11	UNT	\$73.94
Ngo, Michelle	06/06/11	06/30/11	UNT	\$73.94

ORANGE COAST COLLEGESTUDENT DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Goracke, Michelle	05/05/11	05/07/11	EXH	\$29.46	\$300.55

Justification: Paperwork turned in after board deadline due to signature delay

PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Phan, Dat Huy	06/01/11	06/30/11	SMH	\$73.94

CURRICULUM DEVELOPMENT FOR THE MARINERS PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Prioleau, Karen	05/19/11	05/31/11	EXH	\$29.46	\$1001.84

COORDINATE MENTORING PROGRAMS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Gillissen, Blade	05/19/11	05/30/11	EXM	\$43.55	\$500.88

GUEST PERFORMER IN 2 WORLD DANCE CELEBRATION PERFORMANCES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Ellison, Monti	05/19/11	05/20/11	EXH	\$29.46	\$630.57
Hurtado, Arleen	05/19/11	05/20/11	EXH	\$29.46	\$630.57
Nemeth, Angelika	05/19/11	05/20/11	EXH	\$29.46	\$120.81
Scaglione, David	05/19/11	05/20/11	EXH	\$29.46	\$100.18

ARTICULATE COURSES FOR HIGH SCHOOL/COLLEGE

<u>Name</u>	<u>Start Date</u>	<u>End</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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		<u>Date</u>			
Barber, William	05/19/11	05/30/11	EXM	\$43.55	\$200.35
	06/01/11	06/15/11	EXM	\$43.55	\$200.35
Cooper, Barbara	05/19/11	05/30/11	EXM	\$43.55	\$601.05
Galvery, William	05/19/11	05/30/11	EXM	\$43.55	\$200.35
Gillissen, Blade	05/19/11	05/30/11	EXM	\$43.55	\$100.17
	06/01/11	06/15/11	EXM	\$43.55	\$400.70
Luckring, Eve	05/19/11	05/30/11	EXM	\$43.55	\$500.88

Overload assignments for the following GWC cosmetology instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit contract, for the period **06/06/11 to 06/30/11**. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs for the college and/or the specific division. Assignments are not to exceed LHE stated:

<u>Name</u>	<u>LHE</u>
Reyna, Edward	0.43

## **2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

### Coastline College

Chase, Suzanne  
Keefer, Sherry

### Golden West College

Bourne, Lisette  
Chambliss, Tasha  
Christie, Joan  
Florane, Michele  
Jaramillo, Eli  
Kohl, Brian  
Reyna, Edward  
Smith, Jane  
Wolzinger, Renah

### Orange Coast College

Herman, Allen  
Hosseini, Mansour  
Huang, Eleanor  
Nguyen, Kelly  
Price, Jack  
Sharma, Upsana

## **3. Full time Faculty**

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Assignments are only for the time period specified or the hours per week

as stated (multiple statements indicate two or more separate assignments). Salary placement may be revised upon presentation of evidence of additional education and/or experience:

#### Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Lara, Richard	OCC	Instructor, Philosophy	03/21/11 to 05/29/11*	A-III-07

\*Justification: emergency hire; covering for instructor on medical leave

#### Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 26.25 hours per week. Assignments exceeding 26.25 hours per week have been administratively approved.

#### Golden West College

For the period **06/06/11-08/11/11**

<u>Name</u>	<u>Wkly/Hrs</u>
Barua, Dibakar	12.00
Bennett, Jaima	13.50
Bishop, Joyce	13.50
Bowlby, Margot	18.00
Chambliss, Tasha	2.41
Chapman, Nina	18.00
Chovan, Maria	13.50
Christie, Joan	7.00
Conley, Brian	13.50
Cosand, Keisha	12.00
Drover, Christopher	13.33
Fiorane, Michele	2.41
Galassi, Cecilia	12.00
Hausey, Collette	18.00
Holland, Jon	2.26
Isonio, Steven	22.50
Kirchen, Deanna	16.87
Kopp, Kyle	24.00
Lawler, William	16.00
Lervold III, John	6.00
Lundquist, John	12.00
Mitchell, Nick	16.00
Moore, David	13.50
Nguyen, Jimmy	4.50
Quiros, Victor	9.00
Ramm Engle, Martha	13.50
Smith, Jane	2.75
Sudweeks, Sandra	9.00
Tarango, Abraham	24.00
Taylor, Scott	4.50
Ullrich, Richard	16.00
Valenzuela, Yvonne	9.00
Villarreal, Roberto	6.00

#### **4. Part time Faculty**

Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 21 hours per week. Assignments exceeding 21 hours per week have been administratively approved.

Golden West College

For the period **06/06/11-08/14/11**

<u>Name</u>	<u>Wkly/Hrs</u>
Abella, Dori	8.000
Barua, Dibakar	9.000
Bornemann, Chung	4.000
Cooper, Paz Graciela	7.000
Cordiero, Judy	3.500
Davis, Sherry	10.500
Gimenez, Alejandro	4.500
Graves, Buchansha	7.000
Jimmons, Charlotte	7.000
Ruiz, Raul	4.625
Salazar, Yvonne	7.000
Simpson, Matthew	4.875
Snedeker, Mary	8.000

Orange Coast College

For the period **06/01/11-08/14/11**

<u>Name</u>	<u>Wkly/Hrs</u>
Capps, Tucker	4.500
Carter, John	8.160
Craig, Sandra	1.690
Fernandez, Gabriella	5.200
Goerrissen, Jan	3.380
Gonzalez, Julian	0.910
Grostephan, Alan	4.500
Hoffman, Jack	0.110
Lee, Adam	0.910
Leonard, Norman	4.500
Nielsen, Christopher	5.060
Paez, Gabriel	4.500
Reynolds, Michael	0.910
Rhines, Linda	1.040
Riggio, Alison	0.670
Rocha, Giselle	2.250
Thornton, Michael	0.910
Williams, Sherry	4.500

**6. Classified Management**

None.

**7. Classified Staff**

None.

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Clark, Wendy	CCC	Mil Cont Ed Tech Intern	Special Assignment	05/19/11	08/19/11	E-45-03
Drake, Rena	CCC	Workforce Specialist	Special Assignment	05/19/11	06/30/11	E-46-03
Graves, Ashley	CCC	Mil Cont Ed Tech Intern	Special Assignment	05/19/11	08/19/11	E-45-03
Guray, Minerva	CCC	Mil Cont Ed Tech	Special Assignment	05/19/11	08/19/11	E-44-05
Katz, Linda	CCC	Mil Prog Staff Facilitator	Mil Cont Ed Prog Coord	04/20/11*	06/30/11	E-5-01
Rogers, Stephani	CCC	Mil Cont Ed Tech III	Public Info Specialist	05/19/11	08/19/11	E-52-05
Stewart, Kerry	CCC	Cont Ed App Prog Anlyst Asst	Special Assignment	05/19/11	08/19/11	E-54-05
Tran-Nguyen, Martha	CCC	Workforce Specialist	Special Assignment	05/19/11	06/30/11	E-46-05

\* Justification: Paperwork turned in after board deadline due to late paperwork from Department

**Extension of End Dates for Out of Class Assignments**

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Rymas, Colleen	DIST	Insur Claims Specialist	Envir Hlth & Safety Spec	Extend from 05/31/11 to 08/31/11	E-64-03

**10. Hourly Staff**

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund, 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.) EXTEND is noted when an already approved assignment has an extended end date.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bach, Annie	OCC	05/19/11	06/30/11	124010-259704	M,T,W,TH,F
	OCC	07/01/11	06/30/12	124010-259704	M,T,W,TH,F
Villarie, Hailey	GWC	05/19/11	06/30/11	813015-381401	M,T,W,TH,F
	GWC	07/01/11	06/30/12	813015-381401	M,T,W,TH,F
West, Christopher*	OCC	04/07/11	06/30/11	124044-259300	M,T,W,TH,F
	OCC	07/01/11	06/30/12	124044-259300	M,T,W,TH,F
Yeung, Man	OCC	07/01/11	06/30/12	812035-281201	M,T,W,TH,F

\*Justification: Paperwork held up during approval process

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Schreyer, Cecilia	OCC	07/01/11	06/30/12	110001-200300	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Nguyen, Kenny*	OCC	04/07/11	06/30/11	812015-263750	S,SU
West, Eric*	OCC	04/07/11	06/30/11	812015-263750	S,SU

\*Justification: Deadline date unclear, caused delay

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Baggesen-Jensen, Mikaela	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Barker, Emma	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F

				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Bobadilla, Susan	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Fascella, Danica	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Gilmartin, Caitlin	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Ingalla, Corinne	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Kiser, Kevin	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Landrau, Jayme	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Lingle, Lauren	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
McDonald, Megan	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
McEwen, Pamela	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
McNair, Rory	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Miernicki, Paul	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Mills, Jason	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Moreno, Sarah	GWC	06/01/11	06/30/11	813001-	M,T,W,TH,F
				317102	
	GWC	07/01/11	08/17/11	813001-	M,T,W,TH,F
				317102	
Neilson, Marian	GWC	05/19/11	06/30/11	127002-	M,T,W,TH,F
				361404	

	GWC	07/01/11	06/30/12	127002-361404	M,T,W,TH,F
Peilor, Karin*	OCC	11/23/10	06/30/11	124044-259300	M,T,W,TH,F
Richman, Jourdan	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Ritter, Breanna	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Roe, Joshua	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Schroeder, Stephanie	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Scott, Aubrie	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Tynan, Emily	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F
Vidrio, Ramiro	CCC	05/19/11	06/30/11	120010-850101	M,T,W,TH,F
	CCC	07/01/11	06/30/12	120010-850101	M,T,W,TH,F
Wilson, Taylor	GWC	06/01/11	06/30/11	813001-317102	M,T,W,TH,F
	GWC	07/01/11	08/17/11	813001-317102	M,T,W,TH,F

\*Justification: Paperwork held up during approval process

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Ortega, Eric	OCC	04/20/11	10/30/11	110001-285301	M,T,W,TH,F
Shin, Sarah	OCC	05/13/11	06/30/11	124044-259300	M,T,W,TH,F
Vargas, Margarita	CCC	05/19/11	09/30/11	110001-885203	M,T,W,TH,F
Ventura, Victor	CCC	05/19/11	09/30/11	110001-885203	M,T,W,TH,F

## 11. Substitute Classified

None.

## 12. Clinical Advisors/Summer

None.

### **13. Medical Professional Hourly Personnel**

None.

### **14. Student Workers**

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

#### Golden West College

Wotipka, Robin

#### Orange Coast College

Buangan, Lauren

De Oliveira Reis, Alessandro

Ho, Phuong

Nguyen, Phu



## **Special Meeting**

Board of Trustees

Coast Community College District

Board Conference Room

May 19, 2011 at 10:00 a.m.

### **MINUTES**

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 19, 2011 in the Board Conference Room at the District Office.

**1. Call to Order**

Board President Jerry Patterson called the meeting to order at 10:02 a.m.

**2. Roll Call**

Trustees Present: Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,  
and Mary Hornbuckle

Trustees Absent: Student Trustee Lee Fuller (excused)

**3. Opportunity for Public Comment**

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

**4. Recess to Closed Session**

The Board recessed to Closed Session at 10:08 a.m. to discuss the following items:

- a) **Public Employment** (Pursuant to Government Code Section 54957)  
Title: Chancellor, Coast Community College District

**5. Reconvene to Open Session**

The Board reconvened to Open Session at 5:00 p.m.

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

There was no report of action from Closed Session.

**7. Adjournment**

There being no further business, it was moved by Mr. Grant and seconded by Ms. Hornbuckle to adjourn the meeting.

Motion carried with the following vote:

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

The meeting was adjourned at 6:10 p.m.

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Secretary of the Board of Trustees

## **Special Meeting**

Board of Trustees

Coast Community College District

Board Conference Room

May 20, 2011 at 10:00 a.m.

## **MINUTES**

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 20, 2011 in the Board Conference Room at the District Office.

**1. Call to Order**

Board President Jerry Patterson called the meeting to order at 10:02 a.m.

**2. Roll Call**

Trustees Present: Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,  
and Mary Hornbuckle

Trustees Absent: Student Trustee Lee Fuller (excused)

**3. Opportunity for Public Comment**

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

**4. Recess to Closed Session**

The Board recessed to Closed Session at 10:03 a.m. to discuss the following items:

a) Public Employment (Pursuant to Government Code Section 54957)  
Title: Chancellor, Coast Community College District

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

**5. Reconvene to Open Session**

The Board reconvened to Open Session at 4:35 p.m.

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

There was no report of action from Closed Session.

**7. Adjournment**

There being no further business, it was moved by Mr. Moreno and seconded by Dr.

Prinsky to adjourn the meeting.

Motion carried with the following vote:

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

The meeting was adjourned at 4:37 p.m.

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Secretary of the Board of Trustees

# **Special Meeting**

## **Board of Trustees**

### **Coast Community College District**

#### **Board Conference Room**

**May 24, 2011 at 1:00 p.m.**

## **MINUTES**

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 20, 2011 in the Board Conference Room at the District Office.

**1. Call to Order**

Board President Jerry Patterson called the meeting to order at 1:05 p.m.

**2. Roll Call**

Trustees Present: Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,  
and Mary Hornbuckle

Trustees Absent: Student Trustee Lee Fuller (excused)

**3. Opportunity for Public Comment**

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

**4. Recess to Closed Session**

The Board recessed to Closed Session at 1:06 p.m. to discuss the following items:

- a) Public Employment (Pursuant to Government Code Section 54957)  
Title: Chancellor, Coast Community College District
- b) Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)

District Negotiator: Board President Jerry Patterson

Unrepresented Employee: Chancellor, Coast Community College District

- c) Conference with Legal Negotiator (Pursuant to Government Code 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

**5. Reconvene to Open Session**

The Board reconvened to Open Session at 2:06 p.m.

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

Dr. Christian Teeter, Secretary of the Board, reported that on a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board approved the Memorandum of Understanding with the Coast Federation of Educators.

Motion carried with the following vote:

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

Jerry Patterson, President of the Board of Trustees, reported that on a motion by Trustee Jim Moreno and seconded by Trustee Mary Hornbuckle, the Board approved the appointment of Dr. Andrew C. Jones as Chancellor of the Coast Community College District, effective July 1, 2011.

Motion carried with the following vote:

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

**7. Approval of Employment Agreement, Chancellor, Coast Community College District**

On a motion by Trustee Grant and seconded by Trustee Prinsky, the Board approved the Employment Agreement with Dr. Andrew C. Jones.

Motion carried with the following vote:

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

**8. Adjournment**

There being no further business, it was moved by Trustee Moreno and seconded by Trustee Hornbuckle to adjourn the meeting.

Motion carried with the following vote:

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

The meeting was adjourned at 2:15 p.m.

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Secretary of the Board of Trustees





**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
	March 16, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	P
	April 6, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	P
1	May 18, 2011	Jim Moreno 2 <sup>nd</sup> Lee Fuller	Wes Bryan	Provide a report on the total number of students in the Nursing Assistant Program.	June 15, 2011	P
2	April 6, 2011	Mary Hornbuckle	Chancellor	Provide a report on redistricting.	Pending	P
3	Feb 16, 2011	Lorraine Prinsky 2 <sup>nd</sup> Jim Moreno	Chancellor	Provide a report on efforts to increase student success in the Coast Community College District.	Pending	P
4	Nov 17, 2010	Jim Moreno 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Refer Bullying Report to a Policy Task Force to provide a draft policy on Bullying at a future Board Meeting.	Pending	P
5	Nov 17, 2010	Lorraine Prinsky 2 <sup>nd</sup> Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	Pending	P
6	Aug 19, 2010	Mary Hornbuckle; 2 <sup>nd</sup> 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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
7	July 16, 2008	Walt Howald; 2 <sup>nd</sup> 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.	Ongoing	P
8	Sept 17, 2008	Jim Moreno; 2 <sup>nd</sup> 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.	Spring 2011	P
9	Sept 17, 2008		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	May 4, 2011	P
10	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P

**Attachment**  
**Ceremonial Resolutions**  
**June 15, 2011**

# Valerie Anderson

**Whereas**, Valerie Anderson has worked as an Office Coordinator for the Counseling division of Orange Coast College; and

**Whereas**, Valerie Anderson has served the students of Orange Coast College for ten years; and

**Whereas**, Valerie Anderson's love for the District extended her visit to the United States into a forty-five year event; and

**Whereas**, Valerie Anderson plans to take her family back to England for a summer vacation in her retirement, and engage in her favorite pastimes such as: traveling, going to the theater, attending concerts, reading, doing crossword puzzles, and even American baseball.

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

**Be it further Resolved**, that the Board of Trustees hereby accepts the retirement of Valerie Anderson on this day, the fifteenth of June in the year 2011.

# *Don Bailor*

Whereas, Don Bailor was hired in the position of skilled Maintenance and was later promoted to his most recent position of Construction Facilities Manager; and

Whereas, Don Bailor has ably served Golden West College for over twenty-five years; and

Whereas, Don Bailor's uncanny attention to detail and history at Golden West College has earned him the title of our "walking as-built drawings."

Whereas, Don Bailor has played a critical role on the Administrative Services team for over twenty five years and has aided in the completion of District Measure C Projects as well as others.

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Don Bailor to the students of Golden West College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, hereby accepts the retirement of Don Bailor on this day, the fifteenth of June in the year 2011.

# Olga Benavides

Whereas, Olga Benavides, has worked as an Admissions and Records Technician at Orange Coast College; and

Whereas, Olga Benavides has ably served the campuses of Golden West College and later Orange Coast College for over thirty-one years; and

Whereas, Olga Benavides has received promotional opportunities over the course of her career allowing her to provide even greater services to the students of the District; and

Whereas, Olga Benavides' many outstanding work habits and qualities helped her gain the strong support of her management team and the students she has served; and

Whereas, Olga Benavides has demonstrated leadership over the tenure of her career by facilitating the transition of student records from manual documents to electronic files;

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Olga Benavides to the students of Orange Coast College and Golden West College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it further Resolved, that the Board of Trustees hereby accepts the retirement of Olga Benavides on this day, the fifteenth day of June in the year 2011.

# *Susan Berman*

Whereas, Susan Berman has served as a Librarian, Director, and Chair of the Learning Resources Center at Golden West College; and

Whereas, Susan Berman has served the students of Golden West College with distinction for seventeen years; and

Whereas, Susan Berman's commitment to the students of the college has been exemplified by the weeding of 30,000 texts, attainment of the Library of Congress Classification for the college, and the addition of electronic databases and books providing twenty-four hour access to college materials; and

Whereas, Susan Berman's excellence in leadership earned the respect of her staff and superiors, as noted in her optimism and creation of "Fun Fridays", her willingness to "take lemons and make lemonade" and dedication to developing positive opportunities out of challenging situations; and

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Susan Berman to the students of Golden West College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Susan Berman on this day, the fifteenth of June in the year 2011.

# Dale Berry

Whereas, Dale Berry has worked as a buyer for District Purchasing; and

Whereas, Dale Berry has served the District for over twenty years; and

Whereas, Dale Berry was a seasoned expert in his field before lending his talents to the Coast District, working 19 years previously for the Long Beach School District; and

Whereas, Dale Berry, has led several projects including the Library, Fitness Complex, Lewis Center and Student Center renovations, and the ABC Complex;

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Dale Berry to the students of the District and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Dale Berry on this day, the fifteenth day of June in the year 2011.



# David Dunbrack

Whereas, David Dunbrack, has served as a Theater, Lighting and Sound Technician at Orange Coast College; and

Whereas, David Dunbrack ably served Orange Coast College and Golden West College for twenty-eight years, in addition to eight years of service to the students of Huntington Beach High School; and

Whereas, David Dunbrack's leadership has led to the successful facilitation of scores of events theatre facilities at Orange Coast College and Golden West College, with musicians, artists and celebrities sharing their gifts with the students of the District; and

Whereas, David Dunbrack provided a leadership role in the development and growth of the annual performing arts concert seasons at Orange Coast College; and

Whereas, David Dunbrack in his retirement, plans many active pursuits including travel and athletic endeavors;

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of David Dunbrack to the students of Orange Coast College and Golden West College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, hereby accepts the retirement of David Dunbrack on this day, the fifteenth of June in the year 2011.

# Gregory “Neal” Evans

Whereas, Gregory “Neal” Evans, Information Systems/Network Analyst II, is retiring from Coastline Community College effective the thirtieth day of June, 2011; and

Whereas, Neal Evans began his career in the Computer Services Department at Coastline Community College on April 19, 2011 as an Information Systems Technician, Sr.; and

Whereas, Neal Evans was promoted to Systems/Network Analyst II on January 1, 2003; and

Whereas, Neal Evans is looking forward to having time to pursue his current interests in Network and Systems Security Technology to higher education in Southern Oregon. Neal will finally have the time to pursue his passions of photography and designing buildings and period reproduction furniture; and

Whereas, Neal Evans’ efforts are greatly appreciated. He has been an asset to the operation of the Computer Services Department.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Neal Evans on this day, the fifteenth day of June in the year 2011.

# *Sabine Ferrara*

Whereas, Sabine Ferrara, Sabine Ferrara has worked as an Admissions and Records Technician II at Orange Coast College; and

Whereas, Sabine Ferrara has served the college for the last twelve years with distinction; and

Whereas, Sabine Ferrara's love and dedication to students has led her to call the college her "second home"; and

Whereas, Sabine Ferrara plans to spend more time with her family, travel, and pursue additional studies in her retirement years.

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Sabine Ferrara to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Sabine Ferrara on this day, the fifteenth day of June in the year 2011.

# *Francisco Fonseca*

Whereas, Francisco Fonseca has worked as Director of Maintenance and Operations at Orange Coast College; and

Whereas, Francisco Fonseca has served the District for over twenty-two years; and

Whereas, Francisco Fonseca has always demonstrated his exceptional management skills at Orange Coast College by motivating his team and winning the 2007-2008 Manager of the Year Award; and

Whereas, Francisco Fonseca, in his retirement, plans to remain in Southern California as the people he most loves are all in the State. He promises the he will “always come back and visit such a tremendous place to work.”

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Francisco Fonseca to the students of Orange Coast College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Francisco Fonseca on this day, the fifteenth day of June in the year 2011.

# *Marilyn Fry*

Whereas, Marilyn Fry has served as a founding faculty member and Instructor in English at Coastline Community College; and

Whereas, Marilyn Fry has served the students of Coastline Community College District for thirty-five years; and

Whereas, Marilyn Fry demonstrated her commitment to faculty matters by holding multiple leadership positions in the Coastline Community College Academic Senate, serving as the Recording Secretary since 1997; and

Whereas, Marilyn Fry has remained an active member of the Coastline faculty, serving on numerous committees, including Co-Chair of the college's Curriculum Committee; and

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Marilyn Fry to the students of Coastline Community College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it further Resolved, that the Board of Trustees hereby accepts the retirement of Marilyn Fry on this day, the fifteenth of June in the year 2011.

# Mariano Garcia

Whereas, Mariano Garcia, has worked as a Senior Custodian at Golden West College; and

Whereas, Mariano Garcia has served the students of Golden West College with distinction for twenty-three years; and

Whereas, Mariano Garcia during his service to the college developed a reputation for high reliability, consistent service, and always being ready to make a difference in his job duties; and

Whereas, Mariano Garcia's colleagues will greatly miss his strong performance and eagerness to work late at night to serve the needs of the college; and

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Mariano Garcia to the students of Golden West College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mariano Garcia on this day, the fifteenth day of June in the year 2011.

# Jill Gonzales

Whereas, Jill Gonzales began her tenure in the District Accounts Payable Department where she demonstrated her many talents and was soon after designated to oversee the District's Capital Finances; and

Whereas, Jill Gonzales has served the students of the Coast Community College District for over twenty five years; and

Whereas, Jill Gonzales has overseen millions of dollars in capital transactions over her twenty-five year career, including every penny of the District's Measure C General Obligation Fund; and

Whereas, Jill Gonzales, in her retirement plans to go swimming, gardening, crafting, and renovating her recently married children's bedroom, working for her husband's dental office, training her Golden Retriever to be a hospital therapy dog, and "enjoy some R&R while her husband is still working."

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Jill Gonzales to the students of the Coast Community College District and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Jill Gonzales on this day, the fifteenth day of June in the year 2011.

# Jim Jorgensen

Whereas, Jim Jorgensen has worked as a Professor of Physical Education and Head Sailing Coach at Orange Coast College; and

Whereas, Jim Jorgensen has served the students of Orange Coast College for over thirty-eight years; and

Whereas, Jim Jorgensen has been an innovator and leader continuously leading his teams into victory, producing four Olympians and two World Champions, and serving as the founding faculty member for the college's nationally recognized School of Seamanship and Navigation; and

Whereas, Jim Jorgensen's myriad of accomplishments ably earned him the title of "one of the jewels of the campus."

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Jim Jorgensen to the students of Orange Coast College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Jim Jorgensen on this day, the fifteenth day of June in the year 2011.



# *Nancy Keyser*

Whereas, Nancy Keyser has worked as Admissions and Records Technician at Orange Coast College; and

Whereas, Nancy Keyser has served the students of Orange Coast College with distinction for thirty-one years as a faculty member and classified employee; and

Whereas, Nancy Keyser in her commitment to education, completed a Bachelor of Arts degree at the California State University, Long Beach; and

Whereas, Nancy Keyser, in retirement, Nancy Keyser plans to spend more time with her family members throughout the Orange County area.

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Nancy Keyser to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Nancy Keyser on this day, the fifteenth day of June in the year 2011.

# Valerie Klein

Whereas, Valerie Klein has worked as Department Chair and Assistant Director of Nursing and Professor of Medical/Surgical Obstetrics at Golden West College; and

Whereas, Valerie Klein has ably served the students at Golden West College for over a decade; and

Whereas, Valerie Klein has been a shining star of the Nursing program, inspiring students and faculty through her own accomplishments, compassion, and grace; and

Whereas, Valerie Klein has courteously passed down eight years of management experience in a "little black book" to those who follow in her position

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Valerie Klein to the students of Golden West College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Valerie Klein on this day, the fifteenth day of June in the year 2011.

# *Lynda Lariosa*

Whereas, Lynda Lariosa, has served as an Accounting Assistant within the information technology area at Orange Coast College; and

Whereas, Lynda Lariosa has served the students of Orange Coast College with distinction for twenty-six years; and

Whereas, Lynda Lariosa's service to students was exemplified by her commitment to service, accuracy, and high attention to detail; and

Whereas, in retirement, Lynda Lariosa plans to relocate to the peaceful environment of central California to be closer to family and friends.

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Lynda Lariosa to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Lynda Lariosa on this day, the fifteenth day of June in the year 2011.

# Mary Ann Lee

Whereas, Mary Ann Lee, has worked as a Steward and Course Assistant at Orange Coast College; and

Whereas, Mary Ann Lee successfully completed the Orange Coast College Culinary Arts Program in 1987 and served as a staff member in the program until 1994; and

Whereas, Mary Ann Lee transitioned to a Course Assistant position in the Science Hall and Fine Arts at Orange Coast College in 1994;

Whereas, Mary Ann Lee has served the students of Orange Coast College with distinction for a total of twenty-two years; and

Whereas, Mary Ann Lee has attained fulfillment and personal satisfaction from working so closely with students and faculty throughout her career at Orange Coast College; and

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Mary Ann Lee to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mary Ann Lee on this day, the fifteenth day of June in the year 2011.

# *Salvador Sanchez*

Whereas, Salvador Sanchez, has worked as a Food Service Worker at Orange Coast College; and

Whereas, Salvador Sanchez has served the students of the college with distinction for twenty years, specializing in the preparation of delicious Hispanic meals for students and clients of the Orange Coast College Children's Center; and

Whereas, Salvador Sanchez's service at the Orange Coast College Children's Center will be greatly missed by the students, his colleagues and superiors; and

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Salvador Sanchez to the students of Orange Coast College and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Salvador Sanchez on this day, the fifteenth of June in the year 2011.

# Joanne Suozzo

Whereas, Joanne Suozzo has worked as a Professor of English at Orange Coast College; and

Whereas, Joanne Suozzo has taught students “How to Survive College” and other valuable courses for over twenty two years; and

Whereas, Joanne Suozzo has touched the lives of creative writing students of all ages and backgrounds, an aspect of teaching she adores; and

Whereas, Joanne Suozzo, in her retirement plans to spend her time dancing, doing yoga, doing some creative writing, and traveling. She also looks forward to visiting friend and family all over the country.

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Joanne Suozzo to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Joanne Suozzo on this day, the fifteenth day of June in the year 2011.

# *Julie Tran*

Whereas, Julie Tran has worked as a Staff Aide and hourly counselor in the EOPS area at Orange Coast College; and

Whereas, Julie Tran has served the students of Orange Coast College with distinction for sixteen years; and

Whereas, Julie Tran studied at Orange Coast College from 1990 to 1992 and successfully completed a Bachelors Degree in Finance from California State University, Fullerton; and

Whereas, Julie Tran to the college in 1995 to work and serve students; and

Whereas, Julie Tran wishes to spend her retirement years with her family and in pursuit of exciting travel destinations;

Now Therefore be it Resolved, the Board of Trustees of the Coast Community College District hereby acknowledges the distinguished service of Julie Tran to the students of Orange Coast College and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it further Resolved, that the Board of Trustees hereby accepts the retirement of Julie Tran on this day, the fifteenth of June in the year 2011.





## **Review of Internal Audit Report**

The following Activity Report for the period January 1, 2011 through March 31, 2011, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

### **A. STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED MARCH 2011**

1. Change Fund Audit – During the reporting period, Internal Audit Services performed random counts of change funds as well as EOPS/CARE gas and meal cards at all of the campuses. No significant issues were noted.
2. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended December 31, 2010. No significant issues were noted.
3. GASB 35 Facilitation (Capital Assets) – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2010/2011 at each campus and verified as being tagged with the assigned asset number. No significant issues were noted.
4. Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from October 1, 2010 through December 31, 2010 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.
5. Construction Project Audits – During the reporting period, Internal Audit Services regularly attended two (2) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and State requirements. In addition, Internal Audit Services assisted the Facilities and Risk Services Departments by reviewing the financial information for the pre-qualified bidders and license information for low bidders on the Coastline Newport Beach project. No significant issues were noted.
6. ASOCC – During the reporting period, Internal Audit Services assisted the ASOCC student government by reviewing their proposal to the OCC President to finalize the remaining recommendations from the internal audit performed in November of 2009.
7. Assisted with Student Registration - During the reporting period, Internal Audit Services assisted with student registrations at the Admissions and Records departments at Orange Coast and Golden West Colleges during the first week of the Spring Semester.
8. Coordination of External Audit – During the reporting period, Internal Audit Services began planning the preliminary fieldwork of Vasquez & Company for the fiscal year 2010/2011 audit. The Final GO Bond Audit report was presented to the Citizens' Oversight Committee at its March 15 meeting.



**Coast Community College District**  
**BOARD POLICY**  
Chapter  
Business Operations

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## **BP 3600 Auxiliary Organizations**

### **1.1 RECOGNITION AND ESTABLISHMENT OF AUXILIARY ORGANIZATIONS**

- a. Recognition of the establishment of an auxiliary organization by the Board of Trustees pursuant to Section 72672(c) of the *Education Code* and Sections 59255 and 59257(a) of Title 5 of the *California Code of Regulations* shall require that, when an organization will serve the District, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor; or that, when an organization primarily will serve a College, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor on behalf of a College President.
- b. Prior to the recognition of an auxiliary organization, a public hearing on the recommendation will be held at a time, place, and manner determined by the Board of Trustees;
- c. The approval by the Board of Trustees of the establishment of the auxiliary organization shall include a designation of the recognized services, programs, and functions and an identification of the number and category or categories of members of the Board of Directors of the auxiliary organization.
- d. The approval of an auxiliary organization shall involve approval of a written agreement between the District and the auxiliary organization, pursuant to Section 59257 of Title 5 of the *California Code of Regulations*
- e. Each auxiliary organization shall comply with the California Public Records Act ("CPRA"), Section 6250 of the *Government Code*, except that information and documents identifying donors shall be considered exempt from disclosure under the CPRA.

### **1.2 RECOGNIZED SERVICES, PROGRAMS, AND FUNCTIONS**

Auxiliary organizations may be recognized and established for the purpose of providing supportive services and specialized programs for the benefit of the Coast Community College District. Pursuant to Sections 59257(b) and 59259 of Title 5 of the *California Code of Regulations*, the services, programs, and functions which may be undertaken by auxiliary organizations and which have been determined by the Board of Trustees and the Board of Governors to be appropriate, include:

Student association or organization activities;  
Bookstores;  
Food and campus services;

Student union programs;  
Facilities and equipment, including parking;  
Loans, scholarships, grants-in-aid;  
Workshops, conferences, institutes, and federal projects;  
Alumni activities;  
Supplementary health services;  
Gifts, bequests, devises, endowments, and trusts;  
Public relations programs.

In accordance with Section 72671 of the *Education Code*, the services, programs, and functions may be performed by an auxiliary organization as part of a joint powers agreement, upon approval by the Board of Trustees.

### 1.3 COMPOSITION AND SIZE OF BOARDS OF DIRECTORS

Pursuant to Section 59279(c) of Title 5 of the *California Code of Regulations*, the Board of Directors of each auxiliary organization shall have the following composition:

- a. The Board of Directors of student associations or organizations shall consist primarily of students. The President or his/her representative shall attend and participate in meetings of the Board of Directors in order to advise on policy and to provide for the control and regulation required by law.
- b. Any other District-approved auxiliary organization shall have a Board of Directors appointed in accordance with the organization's articles of incorporation or bylaws, and consisting of voting membership from each of the following categories:
  - District employees
  - Members of the community
  - Students
- c. The size of the Board of Directors of an auxiliary organization shall be at least large enough to accommodate all the categories from which board members are selected. Members of the Board of Directors shall serve without compensation in their role as directors.
- d. Each auxiliary organization shall have the benefit of the advice and counsel of at least one attorney admitted to practice in the State of California, and at least one licensed certified public accountant; however, neither the attorney nor the public accountant need be a member of the Board of Directors.
- e. At the annual organizational meeting, the President of the Board of Trustees, upon approval by the Board of Trustees, shall appoint, for a one-year term, a regular member of the Board of Trustees to serve as a liaison to the Board of Directors of each of the District's auxiliary organizations, as defined in Section 72670 of the *Education Code*, except for student organizations as defined in Section 76060 of the *Education Code*. The liaison may, but is not required to, participate in fundraising activities for the auxiliary organization, serve on committees of the auxiliary organization, and make financial contributions to the

auxiliary organization. Members of the Board of Trustees shall not serve as voting members of a Board of Directors of an auxiliary organization of the District.

#### **1.4 BUSINESS MEETINGS**

The Board of Directors of each auxiliary organization shall conduct its business meetings in public in accordance with the Brown Act, Sections 54950 *et seq.* of the *Government Code*, and shall, during each fiscal year, hold at least one business meeting each quarter.

#### **1.5 SALARIES, WORKING CONDITIONS, AND BENEFITS OF FULL-TIME EMPLOYEES**

- a. Except as otherwise provided in this Policy, the Board of Directors of each auxiliary organization shall, pursuant to Section 72672(c) of the *Education Code*, provide salaries, working conditions, and benefits for its full-time employees that are comparable to those provided District employees performing substantially similar services. For those full-time employees who perform services that are not substantially similar to the services performed by District employees, the salaries established shall be comparable to the salaries prevailing in other educational institutions in the area or commercial operations of like nature in the area.
- b. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may provide retirement benefits different from those provided comparable District employees and may withhold retirement benefits or permanent status benefits or both from temporary employees. For the purpose of this Policy, a "temporary employee" is:
  - (1) An employee employed for a specific research project, workshop, institute, or other special project funded by any grant, contract, or gift; or
  - (2) An employee whose contract of employment is for a fixed term not exceeding three years.
- c. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may withhold permanent status benefits from executive employees. For the purposes of this regulation, an executive employee is any management employee with responsibility for the development and execution of the auxiliary organization's policies and includes, but is not limited to, general managers, managers, directors, and the like, as determined by the Board of Directors of each auxiliary organization.
- d. Pursuant to Section 72672(d) of the *Education Code*, should retirement benefits be provided, they may, but need not, be provided by the Public Employees' Retirement System.
- e. Any newly created auxiliary organization is exempted from the requirement of providing retirement benefits for a period not to exceed three years from the date on which the Board of Trustees recognizes the establishment of such auxiliary organization.

#### **1.6 EXPENDITURES AND FUND APPROPRIATION**

The Board of Directors of an auxiliary organization shall approve all expenditure authorizations. Appropriations of funds for use outside of the normal business operations of the auxiliary organization shall be approved in accordance with District policies and regulations.

#### 1.7 ACCOUNTING AND REPORTING

The Board of Directors of all auxiliary organizations, except those exempted in Section 72673 of the *Education Code*, shall

- a. Utilize a standard accounting and reporting system established by the Chancellor of the California Community Colleges.
- b. Implement financial standards which will assure the fiscal viability of such various auxiliary organizations. Such standards shall include proper provision for professional management, adequate working capital, adequate reserve funds for current operations, capital replacements, contingencies, and adequate provisions for new business requirements.
- c. Each District-wide auxiliary organization shall submit its programs and budgets for review at a time and in a manner specified by the Chancellor. Programs and budgets for auxiliary organizations primarily serving a College shall be submitted to that College President for review, and to the Chancellor.
- d. Should the President or Chancellor determine that any program or appropriation planned by an auxiliary organization is not consistent with District or College policy, the program or appropriation shall not be implemented. Further, should a program or appropriation which has received approval, upon review be determined to be operating outside the acceptable policy of the Board of Governors, the District, or the College, then that program or appropriation shall be discontinued by direction of the President until further review is accomplished and an appropriate adjustment is made.

#### 1.8 FUNDS

- a. All money collected by or on behalf of a student body auxiliary organization shall be deposited in trust by the chief fiscal officer of the College. All such money shall be accounted for properly and, subject to the approval of the College President or designee and the appropriate officer of said organization, be deposited or invested in any one or more of the ways specified in Sections 76063 and 76064 of the *Education Code*.
- b. The chief fiscal officer of the College shall be custodian of all unexpended funds and money collected by or on behalf of a student body auxiliary organization and shall provide the necessary accounting records and controls for such funds. These funds may be expended by the custodian only upon the submission of an appropriate claim schedule by officers of said organization.
- c. Trust funds shall be used exclusively for the purpose designated in the instrument creating the trust.

- d. Funds of an auxiliary organization shall be used for purposes consistent with District and College policy , and shall not be used:
  - (1) To support or oppose any candidate for public office, whether partisan or not, or to support or oppose any issue before the voters of this State or any subdivision thereof or any city, municipality, or local governmental entity of any kinds.
  - (2) To make personal loans for non-educationally related purposes, except that such loans be made when specifically authorized by a trust instrument under which the funds were received.
- e. An indemnity bond shall be obtained by an auxiliary organization for its fiscal officer who is responsible for handling funds of the auxiliary organization.
- f. Grants, bequests, trusts, donations, and gifts accepted by an auxiliary organization shall be maintained in accordance with policies and regulations established by the College and the District. With respect to proposed gifts to the District, the Chancellor shall decide, after consulting with the donor, whether a donor's proposed gift should be accepted by the District or referred to any auxiliary organization.
- g. **Gifts of real property are subject to review by the College President, but may not be approved by the College President without express direction from the Chancellor and the Board of Trustees and upon review by the General Counsel**
- h. Funds derived by an auxiliary organization from indirect cost payments and which are not needed to provide adequate working capital, reserve funds for current operations, capital replacements, contingencies and adequate provisions for new business requirements shall be appropriated in a manner consistent with policies established by the District; uses of such funds shall be regularly reported to the Board of Trustees, through the Chancellor.
- i. No District funds or resources, other than those funds or resources derived from gifts or bequests to the District, shall be transferred by the District, or by any College within the District, to any of its auxiliary organizations for the purpose of either avoiding laws or regulations which constrain community college districts or providing the District with an unfair advantage with respect to the application of any State funding mechanism. Such State funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for handicapped students.

#### 1.9 **AUTHORITY AND RESPONSIBILITY OF AUXILIARY ORGANIZATIONS**

- a. Auxiliary organizations shall not offer courses for which State funding is received.
- b. All services, programs, and activities that may be undertaken by an auxiliary organization shall be maintained for the general benefit of the educational program of the District and its colleges. Upon Board of Trustees approval, an

auxiliary organization may assume any of the services, programs, and activities listed in this Policy.

- (1) To provide the fiscal means and the management procedures that allow the College and/or District to carry on educationally related activities not normally funded by the State;
  - (2) To provide fiscal procedures and management systems that allow effective coordination of the auxiliary activities with the College and/or District in accordance with sound business practices.
- c. An auxiliary organization may not enter into any contract or other business arrangement involving real property, either by lease or by purchase, without the prior approval of the Board of Trustees.
- d. The District shall maintain a list of all auxiliary organizations in good standing.
- (1) All auxiliary organizations which, after periodic review in the manner specified herein, are found to be in compliance with applicable laws and regulations shall be included in this list.
  - (2) When the Chancellor or the Board of Trustees has reason to believe that a particular organization should be removed from this list, he/she/it shall give the Board of Directors of such organization reasonable notice that a conference will be held to determine whether grounds for removal do, in fact, exist, and representatives of said board shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor shall decide whether a particular organization should be removed from the list. The Chancellor or the Board of Trustees may remove such an auxiliary organization from said list, and may make such other provisions consistent with law as may be appropriate with respect to an auxiliary organization not included on said list. Any such actions by the Chancellor shall be reported to the Board of Trustees for ratification.

#### 1.10 RECORD-KEEPING

a. **Records and Annual Audit**

An auxiliary organization shall maintain adequate records and shall prepare an annual report showing its operations and financial status as may be required by the Board of Governors, District, or College President.

b. **Compliance Review by Chancellor**

For a District-wide auxiliary organization, the Chancellor's designee shall inspect and review all auxiliary organization procedures and practices to determine compliance with policies, rules, and regulations of the Board of Governors and the District, and make his/her recommendations to the Chancellor and the Board of Directors of the auxiliary organization regarding said procedures and practices. This shall be done at the end of the first complete year after approval, and at



least every three years thereafter. The decision of the Chancellor shall be made after he/she has invited comments from the Board of Directors of the auxiliary organization. Reports and statements shall cover all activities of the organization.

**c. Compliance Review by College**

For an auxiliary organization which primarily serves a single College, the President's designee shall inspect and review all procedures and policies to determine compliance with Sections 72670 through 72682 of the *Education Code*, and with policies, rules and regulations of the Board of Trustees and policies of the College, and to make his/her recommendations to the President and the governing board of the auxiliary organization regarding said procedures and policies. The decision of the President on the recommendations of the President's designee shall be made after he/she has invited comments from the governing board of the auxiliary organization. This review also shall determine compliance with any written agreement with the District, and with the auxiliary organization's articles of incorporation and bylaws, and shall be conducted on an annual basis.

**d. Audit**

Each auxiliary organization shall have an annual fiscal audit of any and all of its funds. The audit shall be performed by a certified public accountant in accordance with procedures prescribed by the Board of Governors, as contained in the "California Community College Auxiliary Organization Accounting and Reporting System." Copies of the annual audit report shall be submitted to the Board of Trustees and to the Board of Governors' Office within 30 days after it is received by the auxiliary organization. Thereafter, it shall be a public record, except as otherwise provided by law. Such audit may be conducted as part of a fiscal audit of the District itself.

Auxiliary organizations shall annually publish an audited statement of their financial condition which shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing a copy. When an auxiliary organization primarily serves a single college of the District, the auxiliary organization shall comply with this requirement by:

- (a) Publishing the audited financial statement in a campus newspaper; or
- (b) Publishing a notice in a campus newspaper indicating the on-campus location where copies of the financial statement may be obtained or reviewed; or
- (c) Publishing or noticing the audited statement in a campus bulletin or other appropriate medium if a campus newspaper is unavailable.

**1.11 WRITTEN AGREEMENT**

A written agreement between the Coast Community College District and each auxiliary

organization is required. The written agreement shall, among other things, provide for the following:

- a. The services, programs, or functions the auxiliary organization is to manage, operate, or administer.
- b. A statement of the reasons for administration of the functions by the auxiliary organization instead of by District or College under usual District procedures.
- c. The areas of authority and responsibility of the auxiliary organization and the District or College.
- d. The facilities and services to be made available by the District or College to permit the auxiliary organization to perform services, programs or functions specified in the written agreement.
- e. The charge or rental to be paid to the District by the auxiliary organization for the facilities used or services provided in connection with the performance of its function. The charge or rental specified shall not require involved methods of computation, and should be identified in sufficient time before it is incurred so that the organization may determine to what extent it shall be liable therefor.
- f. Full reimbursement to the District for services performed by the District or by District employees under the direction of or in support of the auxiliary organization. Student body auxiliary organizations may be exempt from reimbursing all or any portion of the costs for such services. Methods of proration where services are performed by District employees for the organization shall be simple and equitable.
- g. A simple but equitable method of determining in advance to what extent the organization shall be liable for indirect costs relating to federally-sponsored programs.
- h. The responsibility for maintenance and payment of operating expenses.
- i. A statement that, with respect to expenditures for public relations or other purposes which would serve to augment District appropriations for operation of the District, the auxiliary organization may expend funds in such amount and for such purposes as are approved by the Board of Directors of the auxiliary organization. The Board of Directors shall file with the Chancellor a statement of such policy on accumulation and use of public relation funds for all auxiliary organizations. The statement shall include the policy and procedure on solicitation of funds, source of funds, expenditures, and procedures of control. In the case of an auxiliary organization serving a College of the District, the College President shall file such a statement with the Chancellor.
- j. The disposition to be made of net earnings derived from facilities owned or leased by the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, and provisions for reserves.

- k. The disposition to be made of net assets and liabilities on dissolution of the auxiliary organization or cessation of operations under the agreement.
- l. The covenant of the auxiliary organization to maintain its organization and to operate in accordance with Sections 72670 through 72682 of the *Education Code* and with the regulations contained in Sections 59250 *et. seq.* of Title 5 of the *California Code of Regulations*, as well as District Policy.

#### **1.12 USE OF COLLEGE OR DISTRICT NAME**

Except for student body associations organized and operating under Education Code Section 76060 of the *Education Code*, no organization may use the name of the Coast Community College District or a community college of the District or otherwise represent a relationship with Coast Community College District or a College of the District, except pursuant to written license of the District, or unless the organization has been recognized and established as an auxiliary organization by the Board of Trustees and is in good-standing with the District.

#### **1.13 ADMINISTRATIVE AUTHORITY**

The Chancellor or his/her designee shall provide, and may from time to time implement and revise procedures for the administration of this Policy.

Adopted February 16, 2011

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**Coast Community College District (CCCD)**  
**Vision 2020 Educational Master Plan**  
*Strategic Themes for a Challenging Decade*

Spring 2011



## **Vision 2020 Educational Master Plan**

### ***Strategic Themes for a Challenging Decade***

#### Overview

The Vision 2020 Educational Master Plan is a 10-year vision and a five-year plan with a three-year review. The plan's ultimate purpose is to promote student success while maintaining the vitality of the Coast Colleges over the next decade. This overview highlights the plan's contents and its development. A subsequent section presents the plan's details and the strategic themes that emerged from a comprehensive review of educational, fiscal, and policy trends expected to challenge the Coast Community College District and its three colleges over the next decade.

The Board of Trustees initiated work on the Vision 2020 Master Plan during a planning retreat held in February 2009. The Chancellor subsequently held a series of forums between late 2009 and early 2010 in which the Board's vision and major themes were further developed and crystallized. These planning meetings led to a new district logo representing the Coast Community College District as three distinct colleges sharing a common, district-wide vision.

During these early planning meetings, the central themes for Vision 2020 emerged: "Inspiration, Innovation, and Graduation." *Inspiration* because we inspire students to formulate, strive for, and reach challenging academic goals. *Innovation* because the faculty, staff, and administrators of the Coast Colleges continually seek and apply creative, flexible, and innovative ways to teach and serve students. *Graduation* because it symbolizes a key measure of student success, and student success is our ultimate purpose.

The Board planning retreat and the subsequent Chancellor's forums culminated in the following Vision 2020 Statement and Vision 2020 Mission Statement.

**Vision 2020 Statement**

*Coast Colleges provide excellence, innovation, and success in education to inspire and transform lives in our local and global community.* Adopted by the CCCD Board of Trustees, February 2010

**Vision 2020 Mission Statement**

*Coast Colleges offer inspiration, innovation, and meaningful learning experiences to their diverse and changing community and prepare students to achieve success in post-secondary, career and technical, and lifelong educational opportunities.* Adopted by the CCCD Board of Trustees, February 2010

Once the vision and mission statements were prepared, a steering committee was formed. The committee was charged with complementing the vision statement with a five-year action plan and a three-year review with annual progress reports. The committee met in the fall of 2010 and began by reviewing the Board's Vision 2020 mission statement, values, and principles. The committee was composed of 20 formal and informal leaders representing every Coast constituency, the three colleges, and the District offices (Figure 1).

## Vision 2020 Master Plan

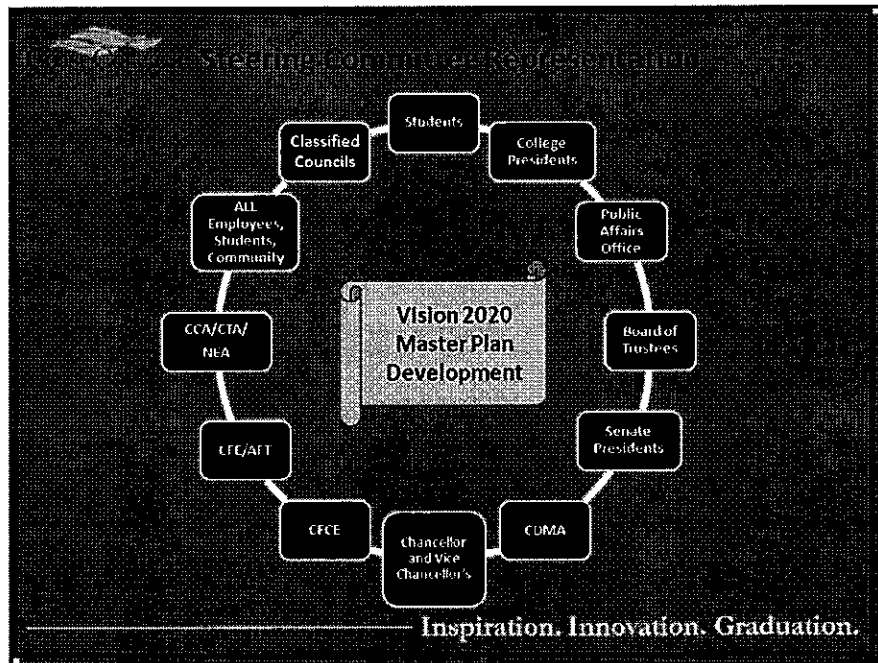


Figure 1. Participant representation in development of the Vision 2020 Master Plan.

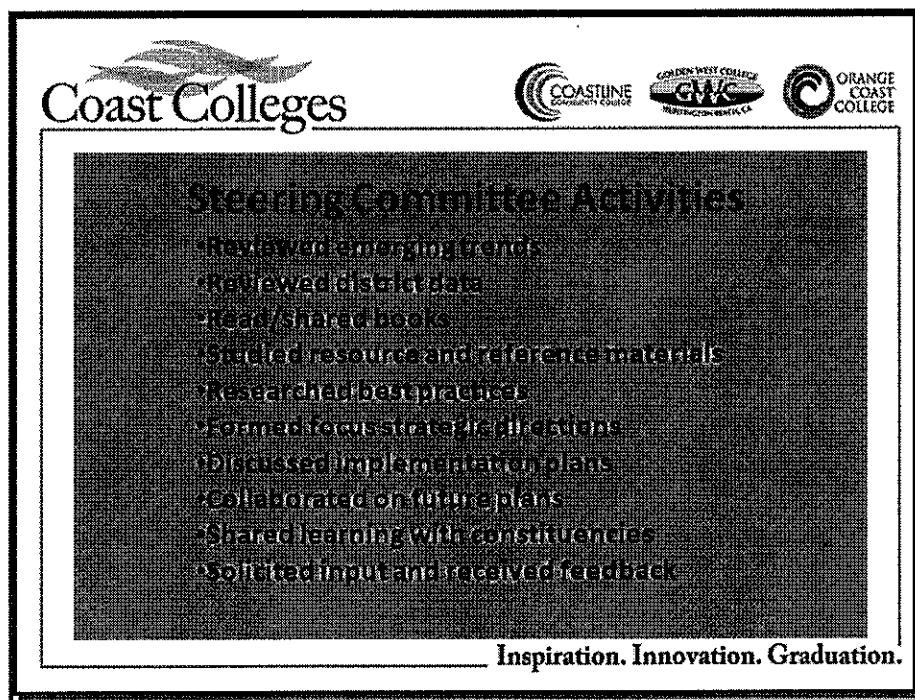


Table 1. The wide variety of activities completed by the district-wide vision 2020 Steering Committee



The steering committee devoted more than 30 hours in the fall of 2010 debating the merits of various future scenarios for the Coast Colleges (Table 1). Committee members focused intently on carefully selected topics. Composition of the working groups was reconfigured periodically to allow members to benefit from the full range of participants' experience and expertise. The dialogues were designed to elicit insights into the future environment and appropriate responses to ensure 1) high levels of student success, and 2) that the Coast Colleges remain strong, vibrant assets for the residents of Orange County and beyond.

After evaluating many possibilities, the Vision 2020 Steering Committee selected strategic themes that are both practical and most likely to enable the future success and strategic advantage of the Coast Colleges and District. The five-year plan incorporates six strategic, high-priority themes and six associated strategies designed to assure the plan's effective implementation.

## **The Vision 2020 Five-Year Plan**

**Strategic Focus Areas** - The Coast Colleges will promote student success through excellence in teaching and service, particularly in six strategic focus areas:

1. Degree and Certificate Completion, and Transfer with Competence
2. Rework Basic Skills
3. Science, Technology, Engineering, Mathematics, and Medicine (STEM<sup>2</sup>)
4. Career and Technical Education (CTE), and Creative Arts Skills and Careers
5. Global / International Education
6. Diversity

**Strategic Implementation Strategies** - Six strategies necessary to assure the plan's successful implementation include:

1. Cooperation and Collaboration
2. College Master Plans
3. Partnerships
4. Technology
5. Sustainability
6. Cultivation of a Culture of Inquiry and Accountability Through Evidence

Another aspect of the planning was development of four additional supplemental plans designed to support the core goals of the Vision 2020 Plan. Four half-day focus groups led to development of supplemental plans for Facilities, Finance, Staffing, and Technology. The plan's initial draft was then shared district-wide through four colloquiums, a Board study session, an online feedback form, and, through leaders serving on the Steering Committee, each of the District and college constituency groups.

### **The Five-Year Plan: History of Its Development**

Dr. Ding-Jo H. Currie, Chancellor of the Coast Community College District, established the Vision 2020 Steering Committee in September 2010. The committee was charged with creating a macro-level view of the collective efforts of the Coast Colleges and District from 2010 to 2020 and a comprehensive, systematic response to the Board's Vision 2020 Mission Statement. Committee members represented all Coast constituencies, the colleges, and the District. Work groups were member-managed without reference to institutional roles or titles. Discussion dynamics encouraged open debate and a vigorous sharing of opinions and insights. The conclusions and recommendations presented here are based on consensus and reflect a commitment to shared governance.

The Vision 2020 Steering Committee believes that the Coast Colleges and District are in an excellent position to capitalize on select assets and opportunities even as California's financial picture is likely to remain constrained for the next several years. The key will be the effective use of human and fiscal resources to promote collective capacity among the colleges and District, with an eye to the overall contribution to students and the community. The Vision 2020 "desired future" for the Coast Colleges that emerged from steering-committee discussions can be outlined as follows:

- Strong, distinctive and culturally diverse colleges
- Enhanced benefits for students and the community
- A more powerful, unified brand
- Increased capacity and influence through partnerships
- Success in navigating a financially challenging decade

## **Vision 2020 Plan Development – Summary of Events and Dates**

### 2009

- Board of Trustees develop criteria for updating the District's mission and master plan – February
- Chancellor's Forums – Fall 2009 through Spring 2010

### 2010

- Trustees approved District vision, mission statement, values, principles, and goals – February
- Steering Committee kick-off meeting – Sept. 22
- Vision 2020 support website implemented – Sept. 27
- Steering Committee second meeting – Oct. 29
- Human Resources Plan group – Nov. 29
- Technology Plan group – Nov. 29
- Facilities Plan group – Nov. 30
- Financial Plan group – Nov. 30
- Steering Committee third meeting – Dec. 6

### 2011

- Vision 2020 Master Plan draft No. 1 – Jan. 30
- Draft No. 1 review period - February through March
  - Colloquium 1 at Orange Coast College – Feb. 23
  - Colloquium 2 at Golden West College – Feb. 24
  - Colloquium 3 at Coastline College – Feb. 24
  - Colloquium 4 at District Offices – Feb. 25
- Board of Trustees Vision 2020 Study Session - March 16
- Steering Committee Status meeting at District - April 6
- Draft No. 2 review period – April 8-25
- Final meeting and approval by Steering Committee – April 25
- Chancellor's cabinet meeting for final review – May 4
- Board of Trustees review of the draft District Vision 2020 Master Plan - May 18
- Board of Trustees approval of the District Vision 2020 Master Plan – June 15
- Board of Trustees approval of colleges' Master Plans – June 15
- Publish District Vision 2020 Master Plan for distribution – after June 15
- Copies of Vision 2020 Master Plan distributed internally and externally – after June 15

## **Six Strategic Themes for the Next Decade: A Unified Direction**

The Vision 2020 planning process has identified six strategic themes (Figure 2) that can be used to guide decision-making at the Coast Colleges and District while encouraging each college to pursue its distinctive institutional mission and strengths.

Student success is the overarching theme for Vision 2020. The core business of the Coast Colleges is promoting student success through personal, career, and academic development. The Steering Committee recognizes that student success can result in many possible outcomes – some defined by students and some defined by outside authorities – and that *all* student outcomes are important. The definition of student success that will take on additional prominence during the next decade is certificate and degree completion and transfer with competence, given California State Senate Bill 1440 and various companion efforts at the state and national level.

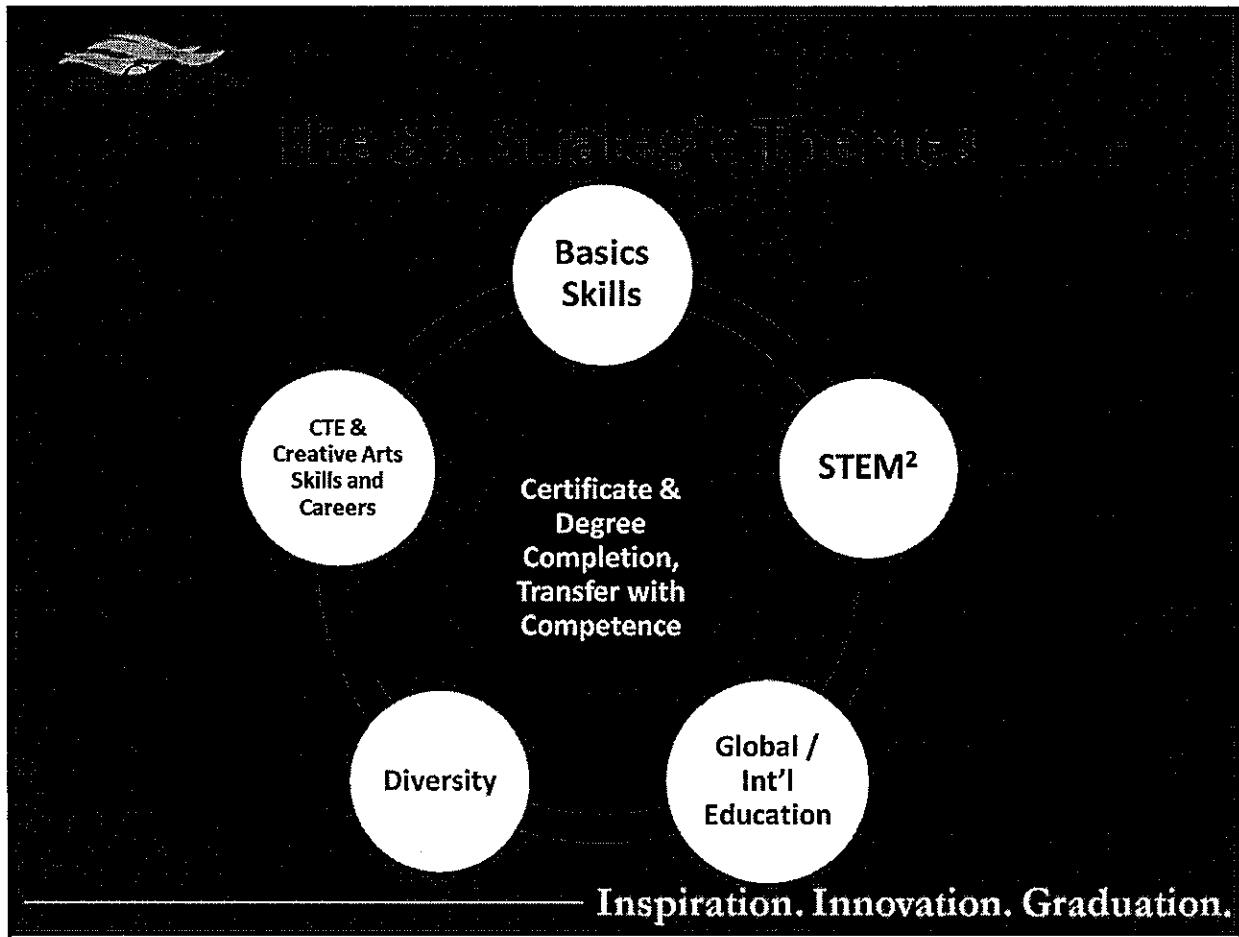


Figure 2. The plan's six strategic themes. Each theme supports student success and facilitation of certificate, degree, and transfer readiness with competence.

**1. Degree and Certificate Completion, Transfer with Competence** - This should be considered the central strategic theme associated with Vision 2020. Although maintaining access for students will continue to be important, it is likely that the number of students actually completing certificates or degrees and transferring with competence will influence

funding and increase the positive recognition and influence of the Coast Colleges. Achieving higher rates of certificate and degree completion and transfer will require a concerted effort on the part of all faculty and staff. The Steering Committee believes that this effort will lead to an overall enhancement of programs and services to students. Because of our established tradition of successful programs for military personnel and veterans, the Coast Colleges should give special attention to increased certificate and degree completion and transfer for these students.

Although the Steering Committee has framed certificate completion, degree completion, and transfer with competence as the primary strategic theme of Vision 2020, strategies and activities concerning how best to address this theme are left to the colleges.

Figures 3 through 5 provide baseline information on degree and certificate completion. Figure 6 provides goals for annual degrees and certificates through 2020.

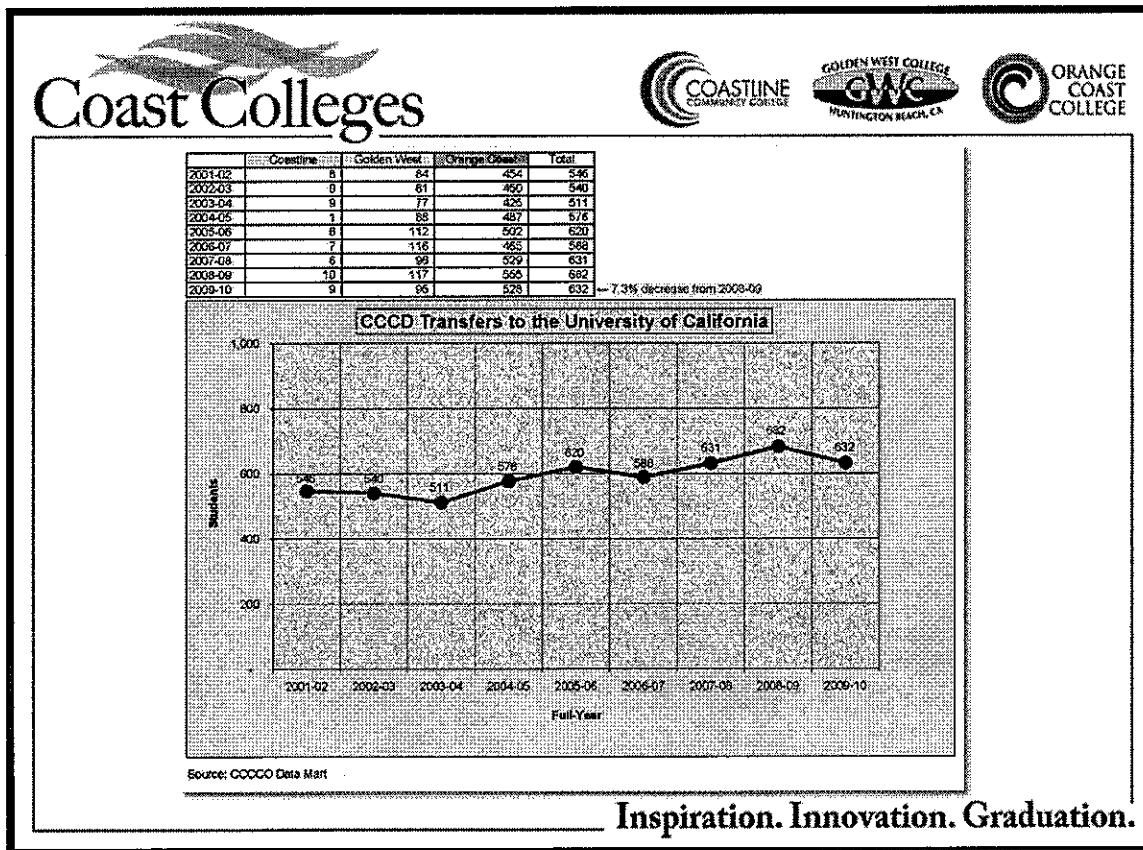


Figure 3. CCCD transfers to the University of California.

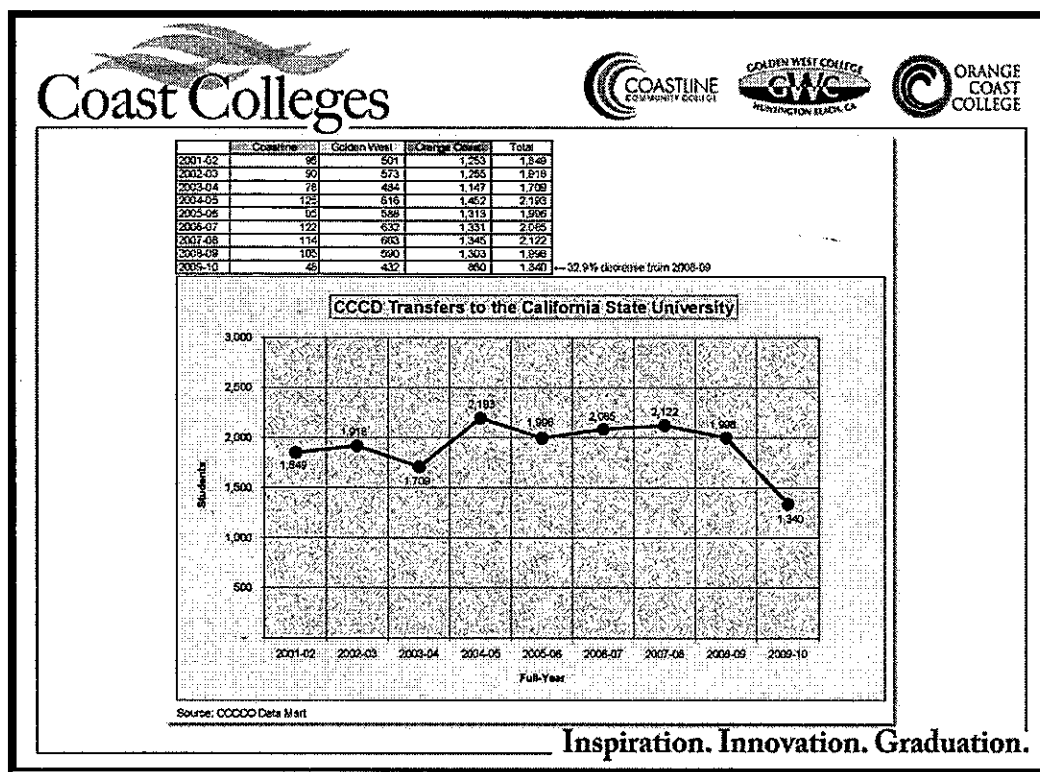


Figure 4. CCCD transfers to the California State University system.

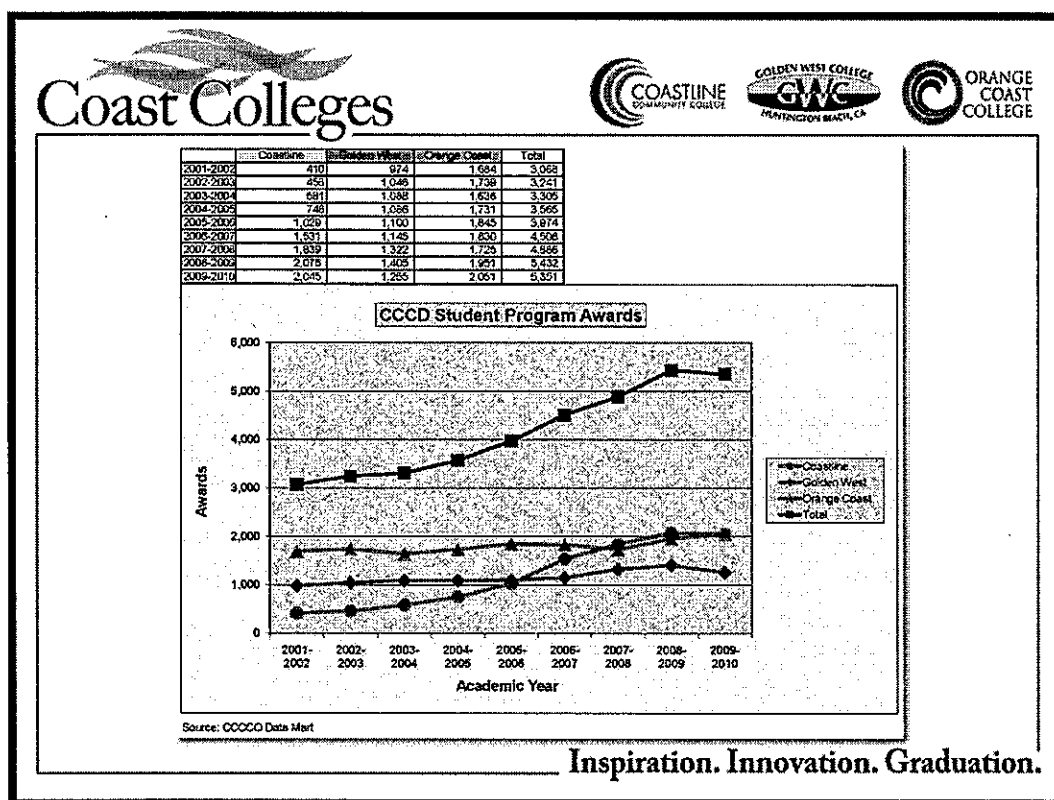


Figure 5. CCCD student awards over time.

Why is the Vision 2020 Steering Committee emphasizing “competence” in association with degree, certificate, and transfer? Findings from recently published studies caution that degree completion does not assure that students have learned much, if anything, by attending college. The Wabash National Study<sup>1</sup> and the Academically Adrift study<sup>2</sup> indicate that steps should be taken to assess our students and ensure they are learning. To benchmark and assess student competence, the colleges may wish to consider applying their respective Institutional Student Learning Outcomes (ISLOs).

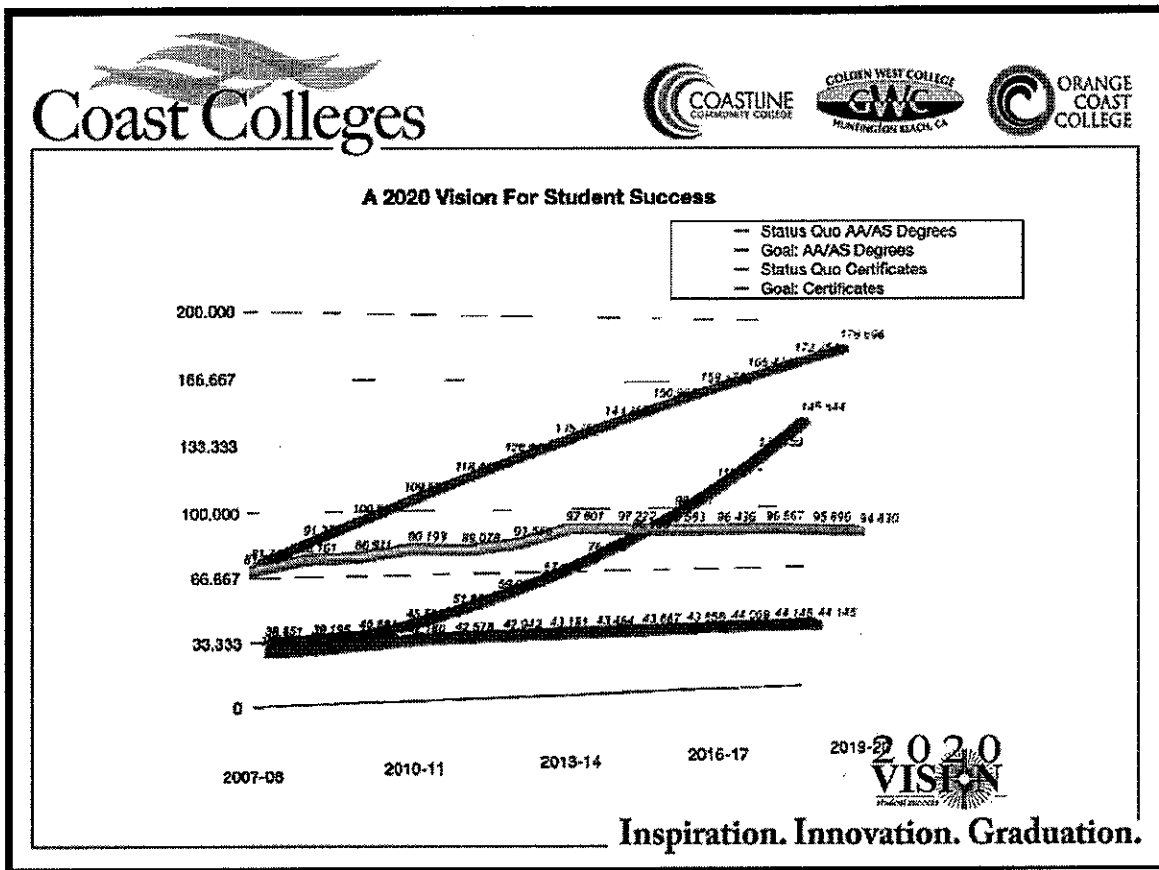


Figure 6. Vision 2020 goals for growth in the number of certificates and AA/AS degrees awarded through 2019-20.

District-wide goal No. 1: The District will support and encourage the colleges' efforts to increase certificate and degree completion, and transfer with competence.

<sup>1</sup> Blaich, C, & Wise, K. (2011). From Gathering to Using Assessment Results: Lessons from the Wabash National Study. National Institute for Learning Outcomes Assessment (NILOA). University of Illinois at Urbana-Champaign.

<sup>2</sup> Arum, R., & Roksa, J. (2010). Academically Adrift: Limited Learning on College Campuses. University of Chicago Press: Chicago.



- 2. Rework Basic Skills** - Closely linked to student success is the goal of ensuring that students have adequate levels of math, language, and other skills necessary to be successful in programs offered by the Coast District's colleges. A recent study<sup>3</sup> found that basic skills programs offered by the California Community Colleges are in great need of improvement (Perry, Bahr, Rosin & Woodward, 2010). The study suggests several strategies and best practices that can help improve the effectiveness of basic skills instruction for helping students succeed. The Steering Committee recommends that the Coast Colleges seek new ways to partner with one another to develop enhanced programs and services designed to improve basic skills.

It is also recommended that new or expanded partnerships be developed with the K-12 systems and others, as appropriate, to broaden the network of basic skills programs and services available to residents in the region served by the Coast Colleges.

**District-wide goal No. 2:** The District will support and encourage the colleges' efforts to assure that students have or acquire adequate levels of math, language, and other skills necessary to be successful in the programs offered by the Coast Colleges.

**3. Scientific, Technological, Engineering, Mathematics, and Medical (STEM<sup>2</sup>)**

- During the next decade, expertise in the areas represented by STEM<sup>2</sup> will be in greater demand. Career opportunity and economic growth in the region will depend in part on the availability of outstanding educational opportunities in these disciplines.

A report on a recent longitudinal study of STEM<sup>2</sup> career pathways<sup>4</sup> describes "the flow of students into the scientific, engineering and related fields as the key to the future prosperity of the United States" (p. 1). Can the United States maintain a competitive scientific workforce through 2020 and beyond? Failure to do so threatens to lower this nation's standard of living.

<sup>3</sup> Perry, M., Bahr, P. R., Rosin, M., & Woodward, K. M. (2010). Course-taking patterns, policies, and practices in developmental education in the California Community Colleges. A Report to the California Community College Chancellor's Office. EdSource: Mountain View, Calif.

<sup>4</sup> Miller, J. D., & Kimmel, L. G. (2010). Pathways to a STEM<sup>2</sup> Career: A Longitudinal Study. Michigan State University.

Because of the potentially high cost and sophisticated nature of labs, equipment, and personnel required to promote student success in STEM<sup>2</sup> fields, it is recommended that the Coast Colleges collaborate to create an overall integrated strategy in support of enhanced STEM<sup>2</sup>-related certificates and degrees.

District-wide goal No. 3: STEM<sup>2</sup>: The District will support and encourage the colleges' efforts to create integrated strategies in support of enhanced STEM<sup>2</sup> certificates and degrees.

- 4. Career and Technical Education (CTE) and the Creative Arts** - The economic vitality of the region served by the Coast Colleges depends on skilled workers. A well-prepared work force increases productivity and is a strategic advantage in attracting new employers and investment in the region. In addition to the special case of STEM<sup>2</sup> careers noted above, the Coast Colleges must perform a leadership role in developing the region's workforce of the future. The role of workplace skills that include professionalism and interpersonal skills will be more important than ever.

The youth employment-to-population ratio is at its lowest since World War II. As a result, more of the workplace savvy that once was gained on the job must be acquired as part of formal education and training provided by the Coast Colleges. Efforts to contextualize learning will help students make connections between what they are learning and how that knowledge will be applied. It also will encourage them to make adjustments as situations change. All this will contribute to student success in the workforce of the future.

A recent report from the Los Angeles County Economic Development Corporation<sup>5</sup> describes the strong economic contribution of jobs in the Creative Arts disciplines to both Los Angeles County and Orange County (Sidhu, Ritter & Guerra, 2010). Examples of such disciplines include architecture and interior design, digital media, product and industrial design, visual and performing arts, among others. The creative economy constitutes one of the region's unrecognized economic strengths and is "undeniably important to the region's economic growth" (p. 1).

The Steering Committee recommends that CTE and Creative Arts continue to be a major priority of the Coast Colleges and that new centers of excellence be developed as dictated by

<sup>5</sup> Sidhu, N. D., Ritter, K., & Guerra, F. (2010). Otis Report on the Creative Economy of the Los Angeles Region. Los Angeles County Economic Development Corporation, Calif.

changes in the workplace. Contribution to student success, cost to operate, and sustainability need to be primary concerns when considering new centers of excellence, as do opportunities to attract new investment and reasonably redeploy existing resources. It is recommended that the Coast Colleges collaborate to develop an overall integrated strategy to support enhanced certificates, degrees, and career preparation in the Career and Technical Education and Creative Arts disciplines.

District-wide goal No. 4: The District will support and encourage the colleges' efforts to take a leadership role in developing the region's Career and Technical Education (CTE) and Creative Arts workforce.

- 5. Global/International Education** - There is little doubt that the world is becoming more integrated and, in many ways, instantly connected. Communication, finance, manufacturing, innovation, contemporary culture, and world events all link us together. Coast students and the region we serve need to learn to participate and compete in this rapidly evolving global marketplace.

The Steering Committee recommends that during the next decade the Coast Colleges join forces and collectively become one of America's community college leaders in promoting Global/International Education. Because of our location, the networking opportunities that exist, and the emerging economic prominence of India and China, it is recommended that initial emphasis be focused on Asia and the Pacific Rim.

District-wide goal No. 5: The District will support and encourage the colleges' efforts to become one of America's community college leaders in promoting Global/International Education.

- 6. Diversity** - The Steering Committee recommends that the Coast Colleges continue to encourage and support diversity (Figures 7-10), specifically social, ethnic, racial, talent, and economic. In addition, the Steering Committee recommends that efforts be made to recruit and enlist qualified faculty and staff who will contribute to diversity through their personal and employment experience.

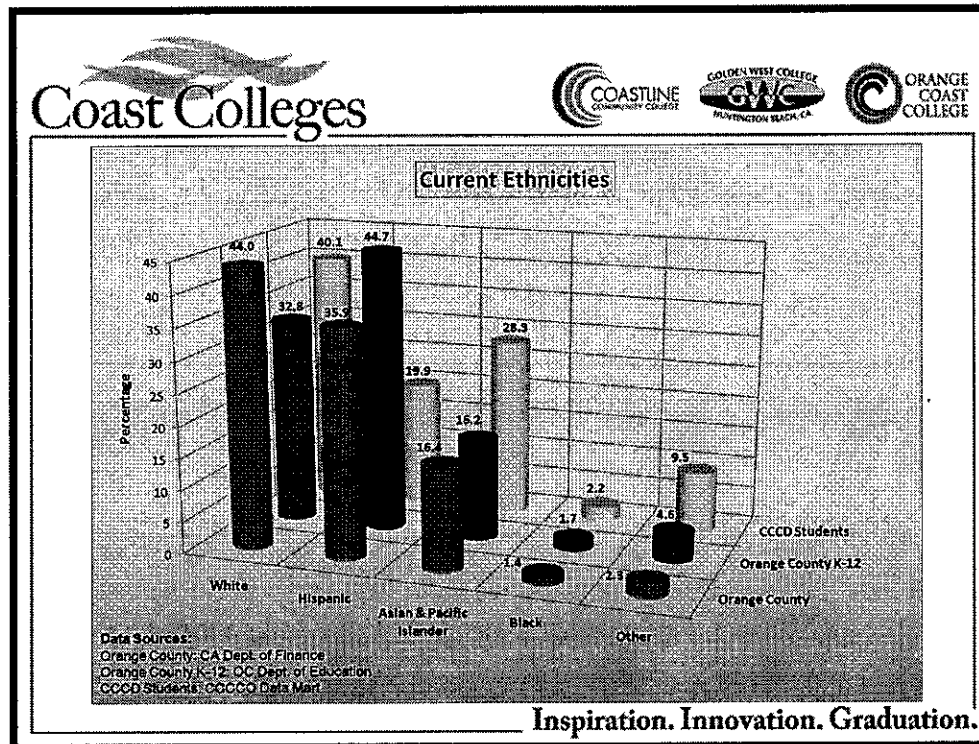


Figure 7. Ethnic diversity in Orange County, K-12, and within the district.

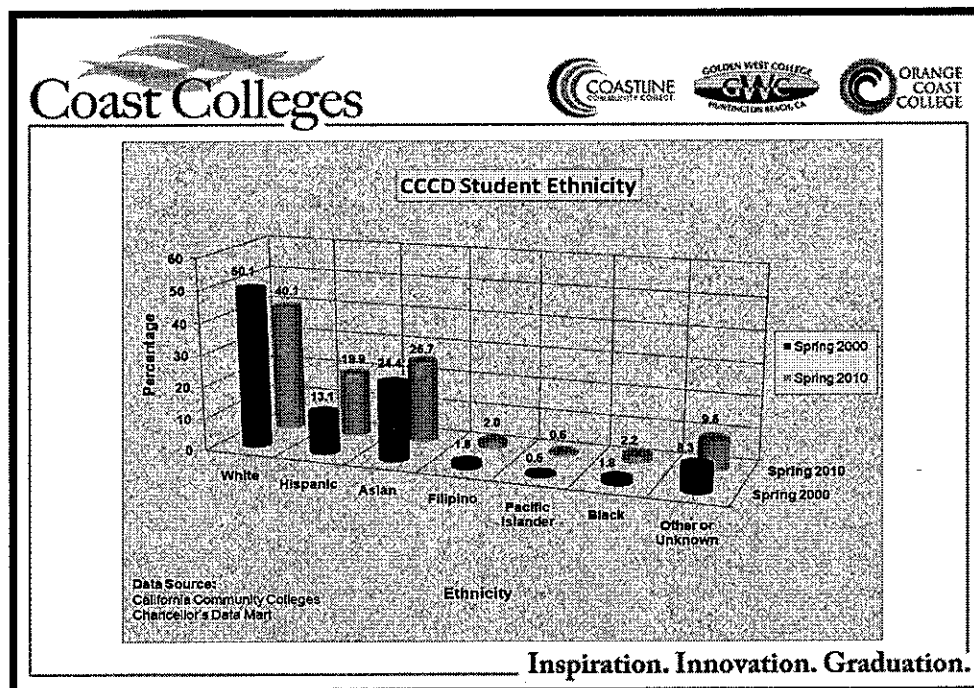


Figure 8. Comparison of 2000 and 2010 ethnic diversity of the district's students. The students have become increasingly Hispanic and Asian. The number of white students has declined by 10 percent.

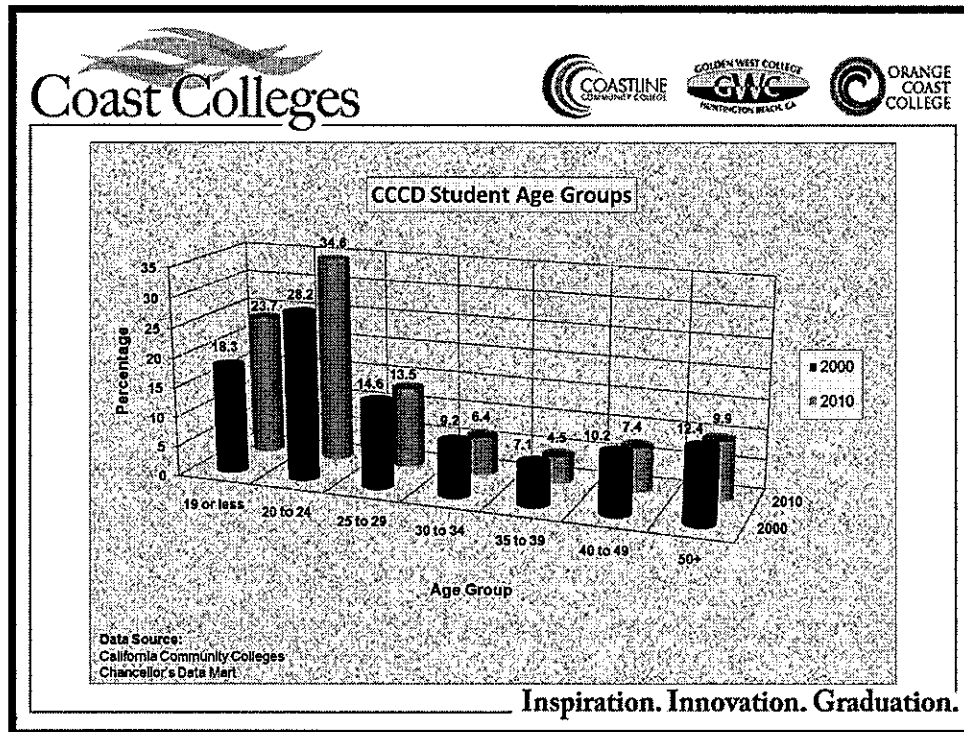


Figure 9. Age comparison of the district's students in 2000 and 2010. The younger age categories have increased; age categories of 30 years and older have decreased.

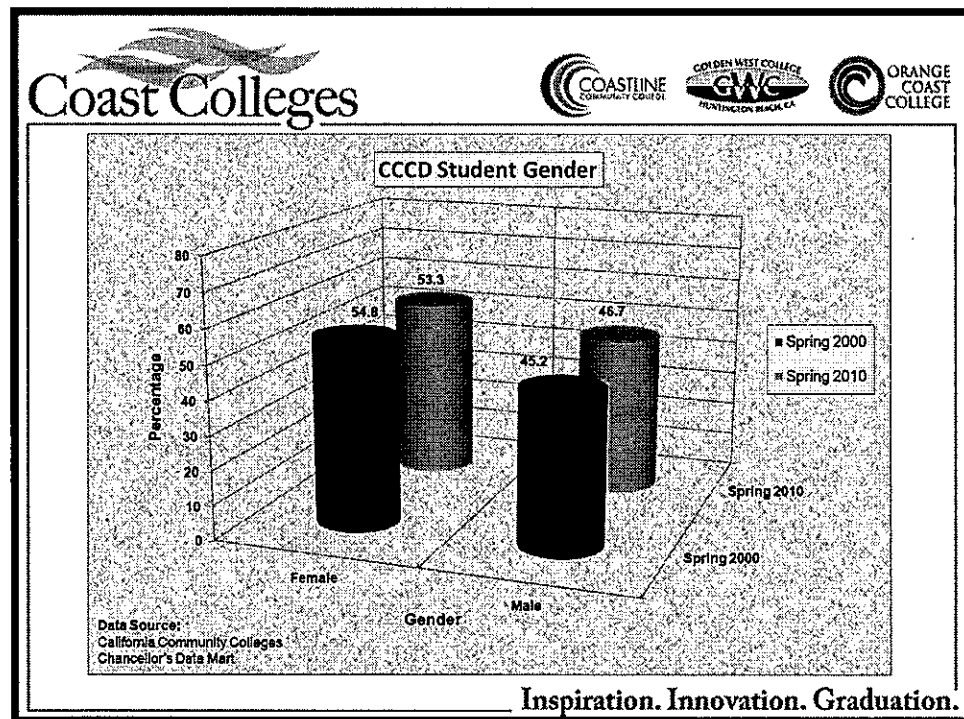


Figure 10. Gender of the district's students in 2000 and 2010.

Enhancing diversity in background and experience among faculty and staff is considered essential if the Coast Colleges are to remain vibrant, creative, and open to new ideas and approaches in the next decade. Diversity in background and experience is also considered essential in connecting with students and promoting longer-term student success.

District-wide goal No. 6: The District will support the colleges' efforts to encourage and increase diversity – social, ethnic, racial, talent and economic.

### **Implementation Strategies and Themes**

Looking forward to 2020, momentous changes are afoot. Members of the millennial generation have moved beyond email, which is considered too formal and too slow compared with texting or tweets. Instant communication and video gaming skills are on the rise, increasing the time spent in virtual worlds. Terrorism is a worldwide possibility in the lives of many. Developing nations are emerging with new economic power and influence. The United States and California will have fewer resources to invest in higher education.

This rapidly developing environment and the next decade's challenges will test the Coast Colleges. The demands of increased accountability and the search for new revenue streams to augment static or diminishing public funding will be ongoing. The Steering Committee considered many possible future scenarios in light of a Vision 2020 "desired future" for the Coast Colleges.

Student success backed by a "whatever it takes" commitment is the unifying theme that will help keep us focused. How best to marshal our forces, choose among the best ideas, and use resources wisely also was addressed by the Steering Committee at the macro level.

### ***A Focus on Implementation***

To carry student success vigorously into the next decade, the Coast Colleges will need to capitalize on their many strengths. The Steering Committee recommends the following six implementation strategies.

**1. Cooperation and Collaboration** – Only through proactive and purposeful cooperation and collaboration within and among the colleges can we achieve the goals and meet the challenges described in this report. The 2009-10 Degree Audit Project is an excellent example of

a highly successful cooperative, collaborative district-wide effort. An enrollment planning team composed of the senate presidents, college presidents, and vice presidents met to identify ways to serve students after reduced funding had reduced the number of available course seats. Internal research revealed that 26 percent of students attending one of the district's colleges complemented their course loads by enrolling in courses offered by one or more of the sister colleges. Due to differences in campus-specific articulation agreements, course titles and numbers, and other issues, courses taken at a sister college often were inappropriate for the students' educational plans.

As a consequence, faculty, department chairs, and deans from the three colleges attended a series of meetings to work out inter-college agreements on a number of CSU- and UC-applicable courses. The resulting changes will appear in the 2011-12 course catalogs for all three colleges. Students are now better served as a consequence of this district-wide effort. A side benefit was that the participants enjoyed working with their counterparts from the other colleges. A similar cooperative, collaborative effort is now under way in the international student arena; the project directors are developing common forms and services. The result will be better service to students.

It should be pointed out that these examples represent instances in which the district served to facilitate but not dictate or control the process or outcomes. It is in this spirit that all employees are asked to be open to similar opportunities in which cooperative, collaborative efforts will increase the likelihood of student success.

District-wide plan implementation goal No.1: The District will encourage and support proactive and purposeful cooperation and collaboration within and between the colleges.

**2. College Master Plans** – The Steering Committee anticipates that each of three district colleges, in their respective master-planning processes and subsequent master plans, will identify strategies and metrics that address the six strategic themes. Clearly, the colleges have primary responsibility for implementing the Vision 2020 Plan so that their students will achieve the positive outcomes envisioned in the six strategic themes.

District-wide plan implementation goal No. 2: The District will encourage the colleges, through their respective master-planning processes and subsequent master plans, to identify strategies and metrics that align with the six district-wide goals.

**3. Partnerships** - By sharing resources and expertise, the efforts of the Coast Colleges can add up to more than the sum of their parts. By recommending that partnering become an operational and implementation strategy shared by the colleges and used to incorporate other strategic partners with shared goals, the Steering Committee believes this can become a signature element in the Coast Community College brand. While the idea of leveraging existing resources and producing enhanced results through carefully considered and maintained partnerships is not new, it can become a strategic advantage when initiated and orchestrated by the Coast Colleges.

A brief survey of the totality of the educational programs and services available throughout the Coast Colleges produces an extraordinarily impressive list. The Steering Committee suggests that an improved system to facilitate student access to these resources would be of particular benefit to students nearing certificate or degree completion and in need of one or two hard-to-find course offerings. Other possibilities exist for this extensive pool of educational resources, including certificate and degree programs that rely on the combined capability of the Coast Colleges.

District-wide plan implementation goal No. 3: The District will encourage and support the colleges' efforts to form partnerships with strategic partners having shared goals.

**4. Technology** - It is time to get the best possible results from the Banner system. This may require developing uniform processes among the Coast Colleges and agreeing on common schedules and definitions. The resulting enhanced ability of this tool to support students will contribute to student success and be worthy of the up-front investment.

In addition, student success can be further enhanced by drawing on the combined technological expertise of the Coast Colleges, sharing resources, facilitating innovations and improved processes for content delivery, implementing student performance early-warning systems, individualizing educational planning, and expanding services to meet the expectations of students.



District-wide plan implementation goal No. 4: The District will encourage and support efforts to bring together the technological expertise of the Coast Colleges to facilitate improved day-to-day operations and innovations in content delivery, student performance early-warning systems, individualized educational planning, and expanded 24/7 services.

**5. Sustainability** - Environmental and Cost to Operate (CTO) sustainability needs to be determined for all Coast College programs and services. The demands of the next decade require that we have facts and can make data-informed empirical judgments and recommendations. This knowledge is particularly important if we are to make the case for new programs and services to government decision-makers and those interested in providing private philanthropic investments.

District-wide plan implementation goal No. 5: The District will encourage and support the colleges' efforts to attain environmental and Cost-to-Operate (CTO) sustainability for all Coast College programs and services.

## **6. Cultivate a Culture of Inquiry and Accountability through Evidence**

Effective organizations know how to gather and use data to assess performance and inform decisions.<sup>6</sup> Building the capacity to evaluate our own performance in a systematic manner will help all programs and services identify more effective ways to serve their clients, whether the clients are students or fellow employees. The Steering Committee feels that developing a strong “culture of inquiry and accountability through evidence” is a key strategy needed to implement the six strategic themes for the next decade and to improve institutional, program, and classroom effectiveness and success. Accountability is established most convincingly through evidence derived from objective measurement. Professional development programs for faculty and staff on outcomes assessment will help us in this regard.

District-wide plan implementation goal No. 6: The District will encourage and support the colleges' efforts to cultivate a culture of inquiry and accountability through evidence.

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<sup>6</sup> Hernandez, G., & Visher, M. G. (2001). *Creating a Culture of Inquiry: Changing methods – and minds – on the use of evaluation in nonprofit organizations*. The James Irvine Foundation, San Francisco, Calif.

## The Supplemental Plans

Aside from the planning work completed by the Vision 2020 Steering Committee, four focus groups were held in November 2010 to produce the following supplemental District plans for Facilities, Technology, Finance, and Human Resources. Complete versions of the plans are presented in Appendices H-1 through H-4.

**The Human Resources Plan** – The central guiding principle and goal of Vision 2020 is student success. An effective Human Resources component of the Vision 2020 Plan will play a major role in making student success a reality. Considerable thought has gone into strategies that will attract, develop, and retain the human talent necessary to meet the collective vision of the Coast Colleges. At the same time, we are faced with unprecedented fiscal challenges brought about by a rapidly changing world and unrelenting competitive pressures. What will it take to engage and empower a talented and committed workforce that is focused on student success while simultaneously meeting the fiscal challenges imposed upon us? This is the context in which the district-wide Human Resources focus group worked to prepare this preliminary analysis and plan. See Appendix H-1.

**The Technology Plan** – The CCCD Technology Plan (Appendix H-2) was created to meet the learning needs of students in the 21st century. The plan integrates technology into learning, teaching, and student learning outcomes in alignment with the 2010 National Educational Technology Plan.<sup>7</sup> The plan also addresses the central theme of the Coast District’s Vision 2020 Master Plan – “student success through excellence in teaching and service” – and clearly supports the Master Plan’s strategic themes of Cooperation and Collaboration, Partnerships, Technology, Sustainability, and Cultivating a Culture of Accountability through Evidence.

**Finance Plan** – The Financial Plan (Appendix H-3) incorporates strategies that contribute to building and enhancing the strengths and overall capacity of the Coast Colleges. More specifically, the Finance Plan includes strategies designed to meet existing costs, fund new initiatives, and optimize resources among the colleges.

**Facilities Plan** – The facilities infrastructure of the Coast Colleges is essential to creating an attractive, flexible learning environment that enhances student success. Collaboration within and

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<sup>7</sup> Atkins, D. E. et al (2010). Transforming American Education: Learning Powered by Technology. The National Educational Technology Plan 2010. Office of Educational Technology, U.S. Department of Education.

among the Coast Colleges and the district will be essential to optimizing resources and making facilities decisions that will achieve this optimal learning environment goal. See Appendix H-4.

### **Implications**

The Vision 2020 Steering Committee has endeavored to look into the future and identify a short list of strategic themes that will be useful in setting priorities at the district and college levels. Each of these strategic themes has consequences in practice that must be determined by the individual Coast Colleges. It is the Steering Committee's belief that these themes, if successfully adopted, will lead to greater student success and result in a more unified and stronger brand image for the Coast Colleges. The result will contribute to greater influence and reflect positively on Coast students and alumni who earn our valued certificates and degrees.

### **Three-Year Review and Annual Progress Reports**

The colleges, divisions, and departments will develop strategies, associated progress metrics, and three-year benchmarks that will address and bring to life the strategic themes described in this document.

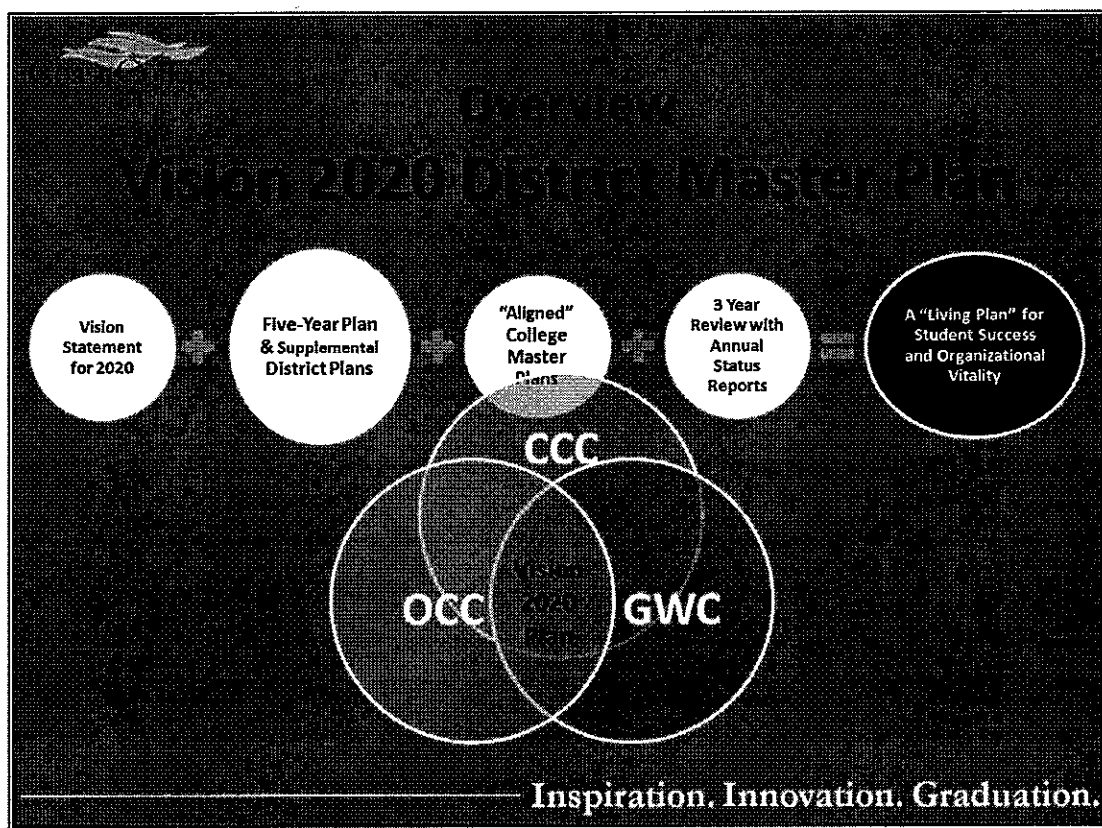


Figure 11. Graphical overview of the Vision 2020 Educational Master Plan.

-- End of Plan Overview--

## **Vision 2020 Educational Master Plan**

### ***Strategic Themes for a Challenging Decade***

To begin development of a five-year vision plan, a district-wide committee including representatives from every district constituency was formed. The Steering Committee met three times during the fall of 2010. In addition, four Supplemental Plan focus groups met late in the fall for half-day meetings to address these district functions: Facilities, Finance, Technology, and Staffing. Drs. Bill Craft and Kathleen Guy, consultants with the Eaton Cummings Group, served as discussion facilitators for the Steering Committee and Supplemental Plan groups. Participant rosters for each of the five planning groups can be found in Appendix B. Once the plan's first draft was ready, the Steering Committee conducted a draft review between February and March 2011. During this period, additional constituency feedback was gathered by hosting four district-wide colloquiums, a Vision 2020 Study Session by the Board of Trustees in March, and two follow-up meeting by the Steering Committee in April. The Board formally adopted the Vision 2020 Educational Master Plan in May 2011. The plan was then distributed internally and externally.

### **Principles that Guided the Planning Process**

As the planning discussions progressed and the participants reflected on the challenges facing the district, several critical realizations emerged and became guiding principles. Each of these principles is considered essential for the Vision 2020 Plan to effect significant and positive change.

- *Everyone is Responsible* – It is essential that everyone associated with the Coast Colleges see him/herself in the plan and assume a measure of responsibility for the future success and vitality of the district and its colleges.
- *Student Success is Paramount, and Closely Monitoring Student Progress is Necessary* – Not only is student success the quintessential community-college outcome, it is very likely that over the next 10 years the college funding formulas will be determined at least partially by measures of student progress rather than seat counts taken at census. As CCLC's Scott Lay recently wrote, "The system and institutional research should focus more directly on core issues of teaching, learning, and student success, and the creation of new reporting and

accountability requirements should directly correlate with student success.”<sup>8</sup> In this regard, district and campus research offices should routinely “gather and report on disaggregated student access and achievement data to monitor student progress across achievement milestones to evaluate institutional and program effectiveness.”

- *Partnerships Must Be Proactively Cultivated* – Multi-dimensional partnerships – both internal and external – in all aspects of college and district operations, academic programs, and services will serve to enhance student success and achieve greater progress on the six strategic themes identified as important to the Coast Colleges’ vitality through 2020. Externally, new partnerships must be forged and existing partnerships strengthened with business and industry, K-12, nearby universities, and others. Internally, creatively established partnerships can serve to improve instruction and services and prevent silos that impede effective communication, good morale, and cost-effective operations.
- *Systems Approach* – All employees must be vigilant in seeking opportunities to adopt more efficient and effective educational and administrative practices. While change may be uncomfortable, fiscal survival is more important. Employees at all levels must be encouraged to identify inefficient practices and procedures and help find and develop cost-effective alternatives.
- *K-16 Integration* – The colleges will be expected to become even more proactive in reaching out to K-12 and transfer universities to develop a more seamless educational pipeline. They must apply strategies to promote even higher educational expectations in our students as well as higher rates of academic and career goal achievement.

### **Defining Criteria for the Vision 2020 Five-Year Plan**

Taken as a whole, the plan is designed to reflect and satisfy several important criteria. These criteria help clarify the Steering Committee’s assumptions and collective thinking. The following points summarize the plan’s defining criteria as well as the role it is intended to play in the district’s future. The Educational Master Plan:

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<sup>8</sup> Lay, S. M. (2010). Vision 2020: A report of the Commission on the Future of the College League of California. CCLC: Sacramento, Calif.

## Vision 2020 Master Plan

- Focuses directly on increasing student success, with success defined as “certificate completion, degree completion, and transfer with competency,” but also recognizes the importance of other forms of student success.
- Reflects the Board of Trustees’ vision and values as expressed in the district mission statement, principles, and goals.
- Provides a framework and scaffolding from a district perspective that is meant to assist in aligning college-level planning.
- Respects the uniqueness and creativity of each college by avoiding the imposition of prescriptive or explicit actions, instead leaving that to each of the colleges.
- Responds to key educational, fiscal, and policy dynamics identified through an internal and external trends scan.
- Provides numerous opportunities for cross-college collaborations, many of which offer the potential to enhance student success and develop more efficient, cost-effective practices.
- Specifies the need to establish benchmarks and associated metrics that will serve to assess district-wide progress.
- Anticipates an ongoing search for exemplary practices existing within and outside the district that could be adopted to increase student success and operational effectiveness.
- Emphasizes accountability through development of “a culture of inquiry and evidence” that is built upon benchmarks and associated metrics for annually assessing progress.

### **The Six District-wide Strategic Themes – A Focus on Student Success**

Student success is the overarching theme for Vision 2020. The core business of the Coast Colleges is promoting student success through personal, career, and academic development. The Steering Committee recognizes that student success can result in many possible outcomes – some defined by students and some defined by outside authorities. The definition of student success that will take on additional prominence during the next decade is certificate and degree completion and transfer with competence. The district-wide strategic themes reflect the research, thinking, and extensive discussion by members of the Vision 2020 Steering Committee. The six strategic themes are presented below. All themes are critical to the primary goal of promoting student success while maintaining the vitality of the Coast Colleges. Each theme is accompanied by information gleaned from a scan of educational, fiscal, and policy trends.

## **1. Degree and Certificate Completion and Transfer with Competence -**

Although maintaining access for students will continue to be important, it is likely that the number of students actually completing certificates or degrees and transferring with competence will influence funding and increase the positive influence of the Coast Colleges. Achieving higher rates of certificate and degree completion, as well as transfer, will require a concerted effort on the part of all faculty and staff. The Steering Committee believes that this effort will lead to an overall enhancement of programs and services to students. The Steering Committee recommends that student success efforts at the Coast Colleges emphasize increasing certificate and degree completion and transfer with competence. This should be considered the central strategic theme associated with Vision 2020. Involving the combined expertise and efforts of the Coast Colleges' faculty and staff, this effort should yield impressive results.

As part of his American Graduation Initiative, President Obama has called upon the community colleges to increase degree and certificate completions by 5 million by 2020.<sup>9</sup> The president's graduation initiative reflects the concern by many educational policy and research groups that our higher-education system must increase its productivity. Only half of community college students complete a degree or certificate within eight years.<sup>10</sup> America's higher education attainment rate has been declining. The Lumina Foundation<sup>11</sup>, for example, reports that America now ranks 10<sup>th</sup> among larger Western nations in the percentage of America's young adults (ages 25 to 34) holding two or four-year college degrees; in 2008, 41.6 percent of this age group had an associate's degree or higher.<sup>12</sup> Various organizations have proposed degree completion goals. The College Board says that "to meet critical workforce needs and maintain a global presence, the United States must increase degree production by at least 37 percent over and above current rates" (p. 10).<sup>13</sup> The College Board has set 55 percent by 2025 as the percentage of 25-to 34-year -olds having an associate's degree or higher. The Lumina Foundation has set the goal at 60 percent. The California Community College system's

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<sup>9</sup> Lay, S. M. (2010). Vision 2020: A Report of the Commission on the Future of the Community College League of California. CCLC: Sacramento, Calif.

<sup>10</sup> Bailey, T., & Morest, V. S. (2006). Defending the community college equity agenda. The Johns Hopkins Press: Baltimore, Md.

<sup>11</sup> Lumina Foundation (2010). A stronger nation through higher education: How and why Americans must achieve a "big goal" for college attainment. A special report: Lumina Foundation for Education: Indianapolis, Ind.

<sup>12</sup> College Board (2010). The college completion agenda: 2010 progress report. College Board Advocacy & Policy Center, College Board: New York.

<sup>13</sup> College Board (2008). The skills race and strengthening America's middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York.



responsibility for meeting Lumina's goal is 1.5 million more associate's degrees by 2025. To achieve the American Graduation Initiative's 2020 national goal of increasing community college completions by 5 million, CCLC has set California's share at 1,065,000.<sup>14</sup> These numbers will require the California Community College system to triple the number of certificates and associate's degree awarded, or, on "a per college basis, on average each of the 112 colleges will need to increase annual completions from 1,200 to 3,500" (p. 9).

Achieving these targets will require greater attention to California's changing demography and the implications for student access and completion (addressed in the "Diversity" section of this document), as well as the challenge of unstable funding from the state. College Board's Policy and Advocacy Center report<sup>15</sup> recommends that "institutions of higher education set out to dramatically increase college completion rates by improving retention, easing transfer among institutions, and implementing data-based strategies to identify retention and dropout challenges." More specifically, the report suggests focusing on the following three metrics for increasing completion rates (p. 140): Freshman-to-sophomore retention, three-year graduation rates of associate degree-seeking students, and six-year graduation rates of bachelor's degree-seeking students. Related to these concerns over state and national college completion rates, the Public Policy Institute of California<sup>16</sup> has estimated that California will need 1 million additional baccalaureate degree completers beyond what's projected for 2025 in order to meet anticipated workforce needs. Additional information from the Policy Institute indicates that in 2006 California ranked 23<sup>rd</sup> among the states in terms of 25- to 34-year-olds holding a bachelor's or higher degree. Additionally, California "ranked 43<sup>rd</sup> among states in the ratio of bachelor's degrees awarded in 2006 to high school diplomas awarded five years earlier" (p. 6). Forty-four and one-half percent of adults (ages 25 to 64) living in Orange County hold a two- or a four-year degree.<sup>17</sup> Table 2 presents CCLC's targets for the California Community College system for California to do its part in helping our nation meet its higher-education completion targets for 2020.

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<sup>14</sup> Lay, S. M. (2010). Vision 2020: A Report of the Commission on the Future of the Community College League of California. CCLC: Sacramento, Calif.

<sup>15</sup> College Board (2010). The college completion agenda: 2010 progress report. College Board Advocacy & Policy Center, College Board: New York.

<sup>16</sup> Lay, S. M. (2010). Vision 2020: A Report of the Commission on the Future of the College League of California. CCLC: Sacramento, Calif.

<sup>17</sup> United States Census Bureau (2008). 2008 community survey.

	Status Quo: Annual	Goal: 2020 Annual	Status Quo Cumulative 2010-11 to 2019-20	Goal: Cumulative 2010-11 to 2019-20	<i>Improvement</i>
AA/AS	91,271	178,700	946,200	1,459,300	513,100
Certificate	39,195	145,800	478,300	991,200	512,900
				TOTAL	1,026,000

Table 2. The Community College League of California (CCLC) completion goals. The California Community College system is being asked to increase completions (AA and certificates) by over 1 million by 2020.

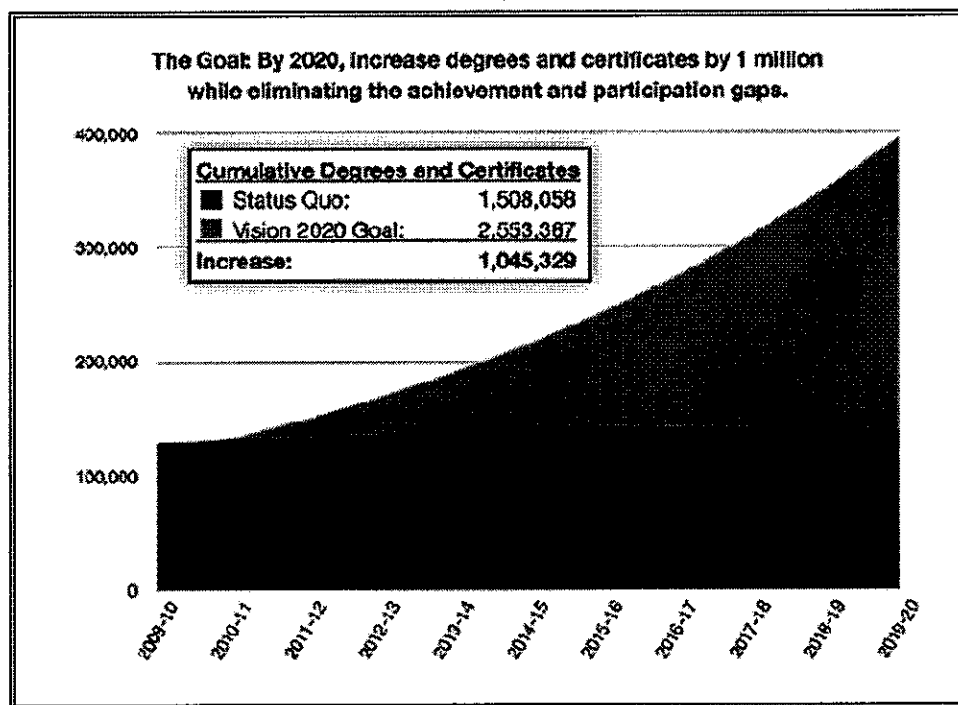


Figure 12. The Community College League of California's completion goals.

Source: Scott Lay's presentation at CCCD in Fall 2010.

The Accountability Reporting for the Community Colleges (ARCC) data for the Coast District Colleges report the following degree or certificate completion rates for 2007-2008: Orange Coast College, 32 percent; Golden West College, 28 percent; and Coastline College, 19 Percent. The statewide median is 21 percent.<sup>18</sup>

<sup>18</sup><http://www.cccco.edu/ChancellorsOffice/Divisions/TechResearchInfo/ResearchandPlanning/ARCC/tabid/292/Default.aspx>

Research-based strategies for increasing the completion rates of community college students can be found in three recent papers from the Community College Research Center (CCRC) at Columbia University. Three very relevant CCRC papers are Redesigning Community College's for Completion: Lessons from Research on High-Performance Organizations (Jenkins, 2011); The Shapeless River: Does a Lack of Structure Inhibit Students' Progress at Community Colleges? (Scott-Clayton, 2011); and Get with the Program: Accelerating Community College Students' Entry into Completion of Programs of Study (Jenkins, 2011). The Vision 2020 Steering Committee recommends that college leaders carefully review these reports. The reports can serve as valuable resource documents because they outline strategies found effective for increasing the rate at which students progress and complete their educational programs.

The growing awareness that our systems of higher education must serve more students is coupled closely to the need to assure the quality of degrees and credentials.<sup>19</sup> According to the Lumina Foundation report, "quality in higher education must be defined in terms of student outcomes, particularly learning outcomes...The value of degrees and credentials – both for the individual and society as a whole – ultimately rests on the skills and knowledge they represent... Ultimately, learning is what students need, what degrees and credentials should represent, and what higher education should provide to everyone who seeks it" (p. 1).

Recent research has raised serious concerns about the quality and extent of student learning in America's colleges and universities. In their recent book, Academically Adrift – Limited Learning on College Campuses, Richard Arum and Josipa Roksa<sup>20</sup> state that, "Organizational inertia, the assumption that students are meeting the academic goals espoused in mission statements, and a lack of external pressure to demonstrate learning have all contributed to a failure systematically to measure and evaluate students' gains in higher education" (2010, p. 17). The book details the findings of a research study using a longitudinal design in which students, initially as freshmen and later as upper-division students, completed the Collegiate Learning Assessment (CLA) test. The CLA is a 90-minute performance task in which students read several source documents and then compose an essay. The CLA is designed to assess critical thinking, analytical reasoning, problem solving, and the ability to write clearly. Each form of the

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<sup>19</sup> Lumina Foundation (2010). A stronger nation through higher education: How and why Americans must achieve a "big goal" for college attainment. A special report: Lumina Foundation for Education: Indianapolis, Ind.

<sup>20</sup> Arum, R., & Roksa, J. (2010). *Academically Adrift: Limited Learning on College Campuses*. University of Chicago Press: Chicago.

CLA presents students with a real-world task, so teaching to the test is not possible. Arum and Roksa argue that the CLA is a reasonable measure because “the future of a democratic society depends upon educating a generation of young adults who can think critically, reason deeply, and communicate effectively” (p. 31). However, in a study of over 2,300 students, 45 percent showed no significant gain on the CLA following two years of college. A subsequent analysis found that 36 percent of the students did not gain on the CLA even after four years of college. The authors go on to conclude that many undergraduates are not learning much, if anything, because even students who did show gains on the CLA made marginal, not large, gains. The authors go on to describe the direct relationship they found between rigor and gains in learning. For example:

- Students who had studied by themselves for more hours each week gained more knowledge, while those who had spent more time studying with peers had diminishing gains on the CLA.
- Students who had taken classes having high expectations (e.g., required more than 40 pages of reading a week and more than 20 pages of writing a semester) gained more compared with other students.
- Students who had spent more time in fraternities and sororities showed smaller gains compared with other students.
- Students who had engaged in off-campus or extracurricular activities (including clubs and volunteer opportunities) had no notable gains or losses in learning.
- Majoring in a liberal arts field led to higher gains in critical thinking, complex reasoning, and writing skills over time than students majoring in other fields of study.
- Students majoring in business, education, social work, and communications showed the smallest gains. This discipline discrepancy may have reflected more-demanding reading and writing assignments, on average, in the liberal arts courses.

The Wabash National Study of Liberal Arts Education<sup>21</sup> by Charles Blaich and Kathleen Wise (2011) provides more discouraging findings. The Wabash National Study used 12 different

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<sup>21</sup> Blaich, C, & Wise, K. (2011). From Gathering to Using Assessment Results: Lessons from the Wabash National Study. National Institute for Learning Outcomes Assessment (NILOA). University of Illinois at Urbana-Champaign, Ill.

psychometrically valid measures of student learning, each published in peer-reviewed research journals. The study involved over 2,200 students attending 17 colleges and universities. Many students showed little evidence of learning. The Wabash study produced four principal findings:

- 1) Students do not always grow as much as hoped or in the directions expected.
- 2) Students still benefit from good practices highlighted long ago by Chickering and Gamson<sup>22</sup> (1987).
- 3) The variability within an institution – both in terms of student outcomes and the level in which good practices are used – “dwarfs the differences between institutions on these variables” (p. 10).
- 4) It is difficult to translate assessment evidence into improvements in student learning because many educators have little experience in reviewing and making sense of assessment data, and discussions centering on assessment results are not part of routine conversations taking place on campuses, at least not yet.

A list of exemplary instructional practices and conditions, all of which were confirmed by the Wabash study, are presented in Appendix G.

Fortunately, each of the Coast Colleges has identified Institutional Student Learning Outcomes (ISLOs) for their graduates and transfer students. Implementing systematic ISLO assessment is a practical way to satisfy the competence component of Strategic Theme No. 1 and will help the colleges comply with the accreditation commission’s mandate to assess student learning at the institutional level.

**District-wide goal No. 1:** The district will support and encourage the colleges’ efforts to increase certificate and degree completion, and transfer with competence.

**2. Rework Basic Skills** – A key requirement for student success is the assurance that students have the math and language skills necessary for college-level work. The Steering Committee recommends that the Coast Colleges seek new ways to partner with one another to develop and offer enhanced programs and services designed to improve basic skills. It also is recommended that new or expanded partnerships be developed with the K-12 systems and others, as appropriate, to broaden the network of basic skills programs and services available to residents in the region served by the Coast Colleges.

<sup>22</sup> Chickering, A. W., & Gamson, Z. (1987). Seven principles for good practice in undergraduate education. American Association for Higher Education Bulletin, 39, 3-7.

Many students arrive unprepared for college-level work, place into basic skills courses, and fail to reach their educational goals. Recent research on California Community College students indicates that the typical ways in which developmental education is delivered fails to promote the success of many students. A report released by EdSource<sup>23</sup> describes a study of educational outcomes for a statewide cohort of fall 2002 California Community College students; their academic outcomes were monitored through June 2009. Nearly half of this cohort enrolled in a remedial course during the seven-year period. Forty-one percent enrolled in remedial mathematics, 32 percent in remedial writing, and 11 percent took remedial reading. While a third of those who enrolled in remedial writing and mathematics completed a credential/degree and/or transferred, the remaining 67 percent did not. Furthermore, nearly three-quarters of students who enrolled in a remedial reading sequence failed to complete a degree/credential and/or transfer. Hispanic and African-American students were overrepresented among those who began at the lower remedial levels of math and writing. Few students who began at the lowest levels of remedial coursework ever completed the last course in the remedial sequence or beyond. Students who delayed taking a first remedial writing course until the second year of college attendance were less likely to ever complete college-level writing or even one course below college writing. On the other hand, compared with students who did not pass their first attempt at a remedial course, students who passed their first remedial writing or mathematics course were much more likely to attempt and succeed at the next course in the sequence if this attempt was not delayed. Generally, completion of a college-level math or writing course was strongly related to earning credentials and/or transferring. The EdSource report emphasizes the importance of raising the rates of successful completion of remedial courses and suggests compressing the time needed for developmental students to become college-ready. The report also mentions the importance of high school-to-community college alignment regarding math, writing, and reading competencies needed for college-level work. The EdSource report goes on to say that, “reducing the need for developmental education is a complex and long-term challenge. California’s state leaders ought to consider every strategy available for improving high school students’ preparation for community college” (p. 10).

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<sup>23</sup>Perry, M., Bahr, P. R., Rosin, M., & Woodward, K. M. (2010). Course-taking patterns, policies, and practices in developmental education in the California Community Colleges. *A report to the California Community College Chancellor's Office*. EdSource: Mountain View, Calif.

Meanwhile, community college campuses might consider ways to enable students to enroll in remedial sequences continuously, without interruption. Also, proactively recognizing and acknowledging the first-year success of students could help them successfully complete remedial sequences. Needless to say, innovations in developmental education must be identified, implemented, and evaluated.

The EdSource report supports a growing national consensus that current approaches to developmental education are not producing the results they should, especially given the investments being made by states and local campuses. This is a concern since about 25 percent of America's community college students are served by the California Community College system; many of these students enter unprepared for college-level work or are low-income, students of color, or first-generation college students. This and many other studies indicate improvement can come about through three strategies:

- Reduce the number of students who need developmental education,
- Create conditions to help students be more successful in basic skills courses, and
- Accelerate the rate at which students complete remedial sequences.

A recent report from the Community College League of California (CCLC)<sup>24</sup> suggests that community colleges engage in “Early outreach...to students in middle school and throughout high school about effective preparation for community colleges,” and regardless of a student's plans for attending a community college or a university, he/she should be encouraged to participate in, and persist through, pre-collegiate coursework while still in high school. Regardless of their appropriate role as such, community colleges should not be thought of as a ‘safety net’ for students who are unprepared for four-year collegiate work” (p. 17). The report goes on to suggest that community colleges engage high school counselors to encourage completion of mathematics and writing preparation so that students arrive at community college prepared. The CCLC report includes suggestions that might improve the quality of pre-collegiate courses offered at community colleges (e.g., equipping faculty with “the latest pedagogical knowledge in developmental education”) or assigning faculty having a desire to teach at the developmental level, thereby avoiding the all-too-common practice of using the “least prepared

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<sup>24</sup> Lay, S. M. (2010). Vision 2020: A report of the Commission on the Future of the College League of California. CCLC: Sacramento, Calif.

and most under-supported part-time faculty to teach basic skills courses,” while these students especially need “the most dedicated and accomplished practitioners available” (p. 21).

District-wide goal No. 2: The district will support and encourage the colleges’ efforts to assure that students have adequate levels of math, language, and other skills necessary to be successful in the programs offered by the Coast Colleges.

### **3. Scientific, Technological, Engineering, Mathematics, and Medical Skills**

**(STEM<sup>2</sup>) Skills and Careers** - During the next decade, expertise and careers in the areas represented by STEM<sup>2</sup> will be in greater demand. Career opportunity and economic growth in the region will depend in part on the availability of outstanding educational programs in the STEM<sup>2</sup> disciplines.

Because of the potentially high cost and sophisticated nature of labs, equipment, and personnel required to promote student success in the STEM<sup>2</sup>-related fields, it is recommended that the Coast Colleges collaborate to create an overall integrated strategy in support of enhanced STEM<sup>2</sup> certificates and degrees.

The vitality of our nation’s economy derives to a large extent from citizens trained in the science, technology, engineering, mathematics, and medical (STEM<sup>2</sup>) disciplines. We depend upon these individuals to provide a “steady stream of scientific and technological innovation...Without high-quality, knowledge-intensive jobs and the innovative enterprises that lead to discovery and new technology, our economy will suffer and our people will face a lower standard of living.”<sup>25</sup> In response to growing concern over America’s ability to sustain a position of leadership in STEM<sup>2</sup>, the National Academy of Sciences formed the Committee on Prospering in the Global Economy of the 21<sup>st</sup> Century. The Committee met over a period of 10 weeks in 2007 and produced a set of actions and recommendations, some of them directly applicable to the Coast Colleges. One recommendation is to enlarge the pipeline of students who are interested and sufficiently prepared to enter college to work toward a degree in science, engineering, mathematics, or allied health. This suggests outreach strategies to local middle and high schools to inform students about STEM<sup>2</sup>-related career opportunities and the academic courses they’ll

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<sup>25</sup> National Academy of Sciences (2008). Rising above the gathering storm: Energizing and employing America for a brighter economic future. Downloaded on Nov. 12, 2010 from <http://www.nap.caalog/11463.html>.



need to prepare them for college-level work. Another Academy recommendation is to recruit 10,000 science and mathematics teachers each year through a national system that awards merit scholarships for four-year colleges; each scholarship will require a post-degree commitment of five years teaching in the public K-12 schools. Another recommendation is to initiate the Undergraduate Scholar Awards in Science, Technology, Engineering, and Mathematics (USA-STEM) to be awarded to students based on scores on national examinations.

If our educational system doesn't prepare enough students in the STEM<sup>2</sup> fields, Orange County companies needing employees with math and science skills may either leave for locations having the qualified workforce or recruit from outside Orange County. The Project Tomorrow survey<sup>26</sup> found that over 50 percent of middle and high school students say they "may be" or are "definitely interested" in a career involving STEM<sup>2</sup>. Yet just one in five Orange County high school students is taking upper-level math and science.<sup>27</sup> It might be helpful to study the extent to which college services (e.g., Career Centers) and professors in the STEM<sup>2</sup> areas promote certificates and degrees and provide career information in the STEM<sup>2</sup> disciplines and to identify ways to encourage additional students along this path.

We can expect continuing focus, discussion, and legislation on strategies designed to encourage community college-to-university transfer rates in the CTE/STEM<sup>2</sup> disciplines. SB 1440, the Student Transfer Achievement Reform (STAR) Act, was designed to increase the number of students who successfully transfer from California Community Colleges to the California State University. This legislation may be just the beginning. Although some STEM<sup>2</sup> majors (e.g., engineering) are high-unit majors possibly unaffected by SB 1440, this bill is an example of anticipated future legislation that will be designed to encourage more students to enter the STEM<sup>2</sup> disciplines.

Analyses conducted by the National Commission on Community Colleges suggest that community colleges will play a critical role in high-demand STEM<sup>2</sup> fields. The Commission says that "to meet the nation's needs in STEM<sup>2</sup> fields, the United States should plan on a 25.1 percent increase in the number of associate degrees awarded and a 19.7 percent increase in

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<sup>26</sup> <http://tomorrow.org/about/about.html>

<sup>27</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California.

bachelor's degrees awarded.”<sup>28</sup> Community colleges need to be one of the leaders in meeting the employment needs of areas expecting the largest job growth between now and 2020 (e.g., biotechnology, genetics, nanotechnology, energy, environmental engineering, health care, and new manufacturing technologies).

A recent longitudinal study of young adult Americans<sup>29</sup> investigated the factors that influence students to enter a STEM<sup>2</sup> career pathway. Mathematics is a primary factor, beginning with algebra placement in seventh and eighth grade and continuing with the completion of a calculus course in high school, followed by college calculus courses. Other factors include family influences such as parent education and parental encouragement of science and mathematics through reading, scientific-type toys, visits to science exhibits, etc. This report is very helpful for understanding the dynamics that influence students' decisions to seek a STEM<sup>2</sup> career. The report describes the contribution that community colleges can make to develop and strengthen STEM<sup>2</sup> career pathways.

A report from the Academy of Medicine, Engineering and Science of Texas<sup>30</sup> chronicles work done to improve the quality of STEM<sup>2</sup> education in Texas. Texas has some remarkable success stories realized through development of several exciting, nationally-recognized programs. These programs have the potential to transform STEM<sup>2</sup> education. Because California faces challenges similar to those in Texas (e.g., an insufficient number of students taking gateway mathematics courses, too many high school dropouts, a projected growth in the number of students of ethnic populations that historically do not attend college), this report is very relevant.

**District-wide goal No. 3: STEM<sup>2</sup>:** The district will support and encourage the colleges' efforts to create integrated strategies in support of enhanced STEM<sup>2</sup> certificates and degrees.

**4. Career and Technical Education (CTE) & Creative Arts** – The economic vitality of the region served by the Coast Colleges depends on skilled workers. A well-prepared work force increases productivity and is a strategic advantage in attracting new employers and

<sup>28</sup> College Board (2008). The skills race and strengthening America's middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York, p. 6.

<sup>29</sup> Miller, J. D., & Kimmel, L. G. (2010). Pathways to a STEM<sup>2</sup> Career. Michigan State University.

<sup>30</sup> Academy of Medicine, Engineering and Science of Texas (2008). The Next Frontier: World-Class Math and Science Education for Texas. Austin, Texas.

investment in the region. In addition to the special case of STEM<sup>2</sup>-related careers noted above, the Coast Colleges must play a leadership role in developing the region's workforce of the future. Workplace skills such as professionalism and interpersonal skills will be more important than ever before.

The youth employment-to-population ratio is at its lowest since World War II. As a result, more of the workplace savvy that once was gained on the job must be acquired as part of formal education and training provided by the Coast Colleges. Efforts to contextualize learning will help students make connections between what they are learning and how that knowledge will be applied. It also will encourage them to adapt as situations change. All will contribute to student success in the workforce of the future.

A recent report from the Los Angeles County Economic Development Corporation<sup>31</sup> describes the strong economic contribution of jobs in the Creative Arts (e.g., architecture and interior design, digital media, product and industrial design, and visual and performing arts, to name a few) to both Los Angeles County and Orange County (Sidhu, Ritter & Guerra, 2010). The creative economy constitutes one of the region's unrecognized economic strengths and is "undeniably important to the region's economic growth" (p. 1).

The Steering Committee recommends that CTE and Creative Arts continue to be a major priority of the Coast Colleges and that new centers of excellence be developed as dictated by changes in the workplace. Contribution to student success, cost to operate (CTO), and sustainability need to be primary concerns when considering new centers of excellence, as do opportunities to attract new investment or reasonably redeploy existing resources.

The Vision 2020 Steering Committee also observed that students, regardless of major or program and facing the likelihood of continuing economic uncertainties and a shifting workforce, would benefit from strategies designed specifically to promote entrepreneurial, career-oriented skills. Various approaches discussed include redefining Career and Technical Education (CTE) and Creative Arts as career themes for all; providing trends information and career contacts through closer partnerships with business and industry; helping students to become more adept or "entrepreneurial" in the ability to create their place in the new economy;

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<sup>31</sup> Sidhu, N. D., Ritter, K., & Guerra, F. (2010). Otis Report on the Creative Economy of the Los Angeles Region. Los Angeles County Economic Development Corporation, Calif.

and ensuring that students can clearly articulate the skills sets they have acquired so they will be more competitive job candidates and effective employees.

A study commissioned by the Chronicle of Higher Education<sup>32</sup> provides the following insights regarding the CTE and Creative Arts disciplines and how colleges will be expected to serve the next decade of students:

- “People [will be] going back to college again and again to get additional credentials to advance their careers or change to new ones” (p. 5).
- Nearly half of the participants in a large survey of middle-school and high-school students “want to talk to professionals in the field to learn about future jobs and careers and to gain experience through part-time jobs” (p. 9).
- The Bureau of Labor Statistics (BLS) reports that...“39 percent of the jobs in the 10 fastest-growing occupations from 2006-2016 will require a college degree” (p. 25).
- BLS predicts that jobs requiring a four-year degree will increase 17 percent, and jobs requiring a two-year degree will increase 19 percent by 2016 (p. 28).

A Lumina Foundation Report<sup>33</sup> provides further insights as to how students and their needs will be changing and how community colleges can better appeal to adult students:

- The report recommends that colleges “develop career-related certificates that can be counted toward a degree. Many adult students will spread their academic work over many years. As they earn credits, they can qualify for certificates of completion” (p. 11). Certificates can recognize and reward accomplishments and can serve to motivate students to continue on to an associate’s degree and/or transfer. The general strategy is to configure each CTE and Creative Arts program as a potential transfer pathway.
- The report goes on to recommend that colleges “create part-time degree programs and create year-round, accelerated, and convenient programming” (pp. 11-12). Adult students will benefit from flexibility – taking courses any time of the year, at night, mornings, online, weekend, and accelerated courses. Imagine offering a “continuous

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<sup>32</sup> Van Der Werf, M. & Sabtier, G. (2009). The college of 2020: students. Chronicle Research Services, a division of the Chronicle of Higher Education, Inc.: Washington, D.C.

<sup>33</sup> Pusser, B. et al. (2007). Returning to learning: Adults’ success in college is the key to America’s future. Lumina Foundation for Education: Indianapolis, Ind.

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admission cycle” in which students can start a degree program and register for courses at any time during the year.

- A third recommended strategy is “to provide students with ‘maps to degrees’ showing how their courses and time fit into a degree program to help them visualize progress toward a possible degree” (p. 12).

CTE and Creative Arts, as traditionally defined, will become an increasingly important component of the Coast Colleges’ mission to satisfy local and statewide workforce needs. Department of Labor information listing employment areas anticipating the greatest growth over the next decade, in which community colleges will play a major role, include biotechnology, nanotechnology, genetics, environmental engineering, energy, health care, and new manufacturing technologies. Table 3 presents the fastest-growing occupations requiring at least a bachelor’s degree and paying high salaries.

Occupation	Job Growth in Decade	Percent Increase Over Decade	Education Required
Network Systems/Data Analysts	126,000	54.6	Bachelor's
Physician Assistants	31,000	49.6	Bachelor's
Computer Software Engineers/Apps	222,000	48.4	Bachelor's
Computer Software Engineers/Software	146,000	43.0	Bachelor's
Network/Systems Administrators	107,000	38.4	Bachelor's
Database Administrators	40,000	38.2	Bachelor's
Physical Therapists	57,000	36.7	Master's
Medical Scientists (not epidemiologists)	25,000	34.1	Doctorate
Occupational Therapists	31,000	33.6	Master's
Postsecondary Teachers	524,000	32.2	Doctorate
Hydrologists	3,000	31.6	Master's
Computer Systems Analysts	153,000	31.4	Bachelor's
Biomedical Engineers	3,000	30.7	Bachelor's
Employment/Placement Specialists	55,000	30.5	Bachelor's
Environmental Engineers	15,000	30.0	Bachelor's
Total Job Growth in 10 years	1,538,000		

\*Very High. BLS defines “very high” as a median income of \$43,600 or more.

Table 3. The fastest-growing occupations (2004-14) with very high annual earnings that require at least a bachelor’s degree. Source: U.S. Department of Labor.

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A College Board<sup>34</sup> (2008) report says, "Employment and labor analyses indicate that many new jobs in America will require the type of training and education that are specialties of America's community colleges: Associate degrees, certificates, and other credentials. Indeed, it seems clear that a significant share of the education required by 90 percent of the fast-growing jobs will, in all likelihood, be provided by community colleges" (p. 20).

Occupation by Education	Job Growth to 2014	Percent Increase to 2014	Total by Education/ Training	Proportion by Education/ Training
<b>Jobs Requiring Short-Term Training</b>			<b>4,406,000</b>	<b>49.8%</b>
<b>Jobs Requiring AA, AS, AAS, Certificate, or Medium-Term Training</b>			<b>2,691,000</b>	<b>30.57%</b>
Registered Nurse	703,000	29.4%		8.0%
Heavy-truck Driver	223,000	12.9%		2.5%
Maintenance/Repair	202,000	15.2%		2.3%
Medical Assistant	202,000	52.1%		2.3%
Executive Secretary/Assistant	192,000	12.4%		2.2%
Sales Representative	187,000	12.9%		2.1%
Carpenter	186,000	13.8%		2.1%
Customer Service	471,000	22.8%		5.3%
Nursing Aide/Orderly	325,000	22.3%		3.7%
<b>Jobs Requiring Bachelor's Degree</b>			<b>1,736,000</b>	<b>19.7%</b>
Manager	308,000	17.0%		3.5%
Elementary Teacher	265,000	18.2%		3.0%
Accountant/Auditor	264,000	22.4%		3.0%
Computer Systems Analyst	153,000	31.4%		1.7%
Postsecondary Teacher	524,000	32.2%		6.0%
Software Engineer	222,000	48.4%		2.5%
<b>GRAND TOTAL</b>			<b>8,833,000</b>	<b>100%</b>

Source: Bureau of Labor Statistics. Authors' calculation. Retrieved July 5, 2007 from [www.bls.gov/emp/emptab3.htm](http://www.bls.gov/emp/emptab3.htm). BLS defines education and training demands "needed by most workers to become fully qualified."

Table 4. Projected job growth (2004 – 2014) in occupations with largest job growth by education required.

The workforce indicators for Orange County<sup>35</sup> offer further information regarding high-wage CTE jobs emerging due to international trade, information technology, and green

<sup>34</sup> College Board (2008). The skills race and strengthening America's middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York.

<sup>35</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California.

technology. According to the Orange County Workforce Indicators for 2010-2011, the fastest occupational growth in Orange County will be in network systems and data communications analysts (52.8 percent), home health aides (46.0 percent), and occupational therapists (45.5 percent). The report goes on to say:

- “Continuing salary growth in some of Orange County’s technology clusters is particularly good news given the economic conditions of recent years” (p. 22).
- “...many of the higher-paying clusters report great difficulty in finding skilled workers” (p. 22).

Environmental sustainability, or green technology, holds promise as an evolving CTE area. The Green Technology website at <http://www.green-technology.org/> features a wealth of information about green technology, environmental sustainability, and current green programs offered at many of the community colleges in California. The following box summarizes important background information appearing on the Green Technology website.<sup>36</sup>

*The field of green technology encompasses a continuously evolving group of methods and materials, from techniques for generating energy to non-toxic cleaning products. The present expectation is that this field will bring innovation and changes in daily life of similar magnitude to the “information technology” explosion over the last two decades. In these early stages, it is impossible to predict what “green technology” may eventually encompass.*

Skills are needed in the green economy to meet the middle skill demands of the labor market. Colleges are training workers for green businesses, solar energy, and green energy efficiency. Courses include Green Plumbing, Introduction to Green Roof Design & Construction, Construction 101: Photovoltaic Installation, Wind Technician, Solar Rooftop Installation, and Solar Power Systems for Contractors and Workers.<sup>37</sup> The Orange County Workforce Indicators<sup>38</sup> report states that “energy-efficient good business practices are creating new

<sup>36</sup> <http://www.green-technology.org/>

<sup>37</sup> Lay, S. M. (2010). California’s Community Colleges: The key to California’s recovery. A white paper by the Community College League of California, p. 6.

<sup>38</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California, p. 8.

industries such as solar panel design and installation, renewable energy development, LEED building design, and energy conservation consulting.” As shown in Figure 13, workers in green technology are well-paid.

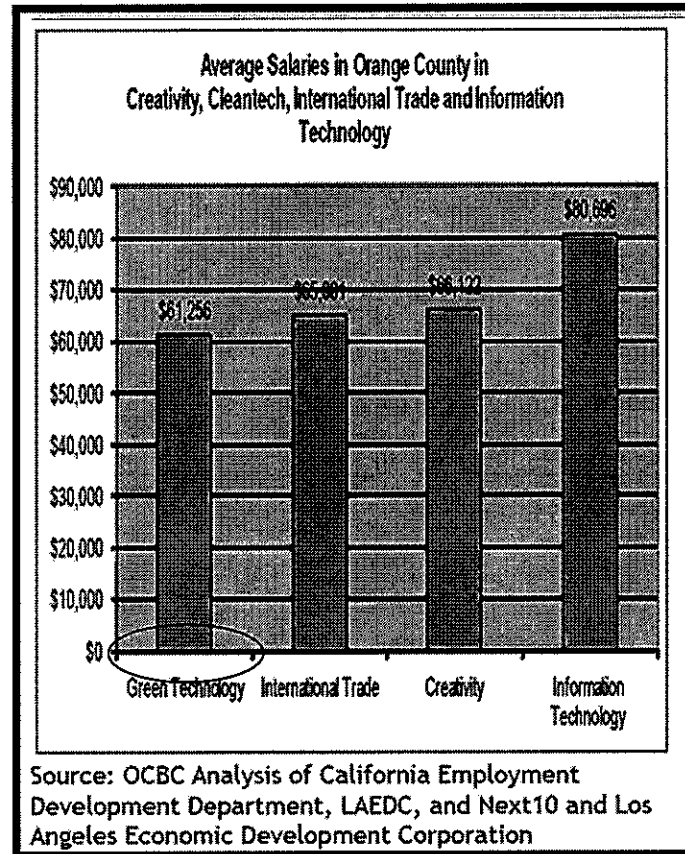


Figure 13. Average salaries in Orange County in creativity, cleantech, international trade, and information technology.

The American Association of Community Colleges (AACC) also provides an excellent community-college resource website on environmental sustainability education. Sustainability Education & Economic Development (SEED) is a leadership initiative and resource center created by AACC to provide strategic guidance and detailed resources for community colleges and to reduce campus pollution while also preparing students and workers for high-growth careers in the emerging green economy. This website can be accessed at [http://theseedcenter.org/Resources/Resource-Center/American-Association-of-Community-Colleges-\(AACC\)](http://theseedcenter.org/Resources/Resource-Center/American-Association-of-Community-Colleges-(AACC)).



This section ends with a brief overview of Los Angeles and Orange County's creative economy.<sup>39</sup> The term "creative economy" refers to the market impact of businesses involved in producing cultural, artistic, and design goods and services (Sidhu, Ritter & Guerra, 2010). This economy consists of "creative professionals and business enterprises that take powerful, original ideas and transform them into practical and often beautiful goods, or inspire us with their artistry" (p. 1). In 2009, creative firms contributed an estimated \$14 billion to Orange County's economy and produced over half a billion dollars in taxes. The creative industries in Orange County employed 37,900 workers. The creative talent pool in Orange County is not as vulnerable to being outsourced overseas because "original artistic creation, innovative design thinking and other higher-level creative work cannot be outsourced easily" (p. 2). A great deal of useful planning information can be found in the Otis College of Art and Design 2010 Report on the Creative Economy of the Los Angeles Region (Sidhu et al, 2010). This report was selected an important source document for the Vision 2020 report.

**District-wide goal No. 4:** The district will support and encourage the colleges' efforts to take a leadership role in developing the region's Career and Technical Education (CTE) and Creative Arts workforce.

**5. Global / International Education** - There is little doubt that the world is becoming more integrated and, in many ways, instantly connected. Communication, finance, manufacturing, innovation, contemporary culture, and world events all link us together. Coast students and the region we serve must learn to participate and compete in this rapidly evolving global marketplace. The Steering Committee recommends that during the next decade the Coast Colleges join forces and collectively become one of the nation's community-college leaders in promoting global/international education. Because of our location, the networking opportunities that exist, and the emerging economic prominence of India and China, it is recommended that initial emphasis be focused on Asia and the Pacific Rim.

International education "is the conscious effort to integrate and infuse international, inter-cultural, and global dimensions into the ethos and outcomes of postsecondary education. To be fully successful, it must involve active and responsible engagement of the academic community

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<sup>39</sup> Sidhu, N. D., Ritter, K., & Guerra, F. (2010). Otis Report on the Creative Economy of the Los Angeles Region. Los Angeles County Economic Development Corporation, Calif.

in global networks and partnerships.”<sup>40</sup> More than 262,000 U.S. students studied abroad in the 2007-2008 academic year, according to the *Open Doors 2009* report by the Institute of International Education.<sup>41</sup> More than 671,000 international students from around the globe attend U.S. higher education institutions annually to make significant contributions to campus learning, community diversity, and the economy. The Association of International Educators estimates that during the 2008-2009 academic year, international students and their dependents contributed approximately \$17.6 billion to the U.S. economy. The international students who return home to become leaders in their countries often feel goodwill toward the United States; they are, perhaps, our most underrated foreign-policy asset. International students who stay here after graduation contribute their skills to advancing our country’s economic competitiveness and innovation. Moreover, international educational exchanges help build the skills Americans need to work more effectively in today’s global environment, develop close ties with the leadership of other countries, support economic growth in less developed countries, and provide a foundation for addressing global problems.

The Vision 2020 Steering Committee agrees that international education is an important component of the Coast Colleges’ mission. We have a responsibility to help prepare the next generation of global-minded leaders: students and scholars who can engage the world equipped with skills that will allow them to contribute to the social and economic development of the global community. American community colleges account for almost 40 percent of all foreign undergraduates attending American colleges.<sup>42</sup> It is commendable that each of the Coast Colleges has established “global awareness” as an institutional student learning outcome and that the Coast Colleges served 1,350 international students in 2009-2010.

**District-wide goal No. 5:** The district will support and encourage the colleges’ efforts to become one of America’s community college leaders in promoting global/international education.

**6. Diversity** - The Steering Committee recommends that the Coast Colleges continue to encourage and support diversity – social, ethnic, racial, talent, and economic. In addition, the Steering Committee recommends that efforts be made to recruit and enlist qualified faculty and

<sup>40</sup> NAFSA – Association of International Education (2010). Global higher education: a brochure by NAFSA downloaded on 12/31/2010 at <http://www.nafsa.org>

<sup>41</sup> <http://www.iie.org/en>

<sup>42</sup> College Board (2008). The skills race and strengthening America’s middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York, p. 5.

staff who will contribute diversity through their personal and employment experience.

Enhancing diversity in background and experience among faculty and staff is considered essential if the Coast Colleges are to remain vibrant, creative, and open to new ideas and approaches in the next decade. Diversity in background and experience is also considered essential in connecting with students and effectively promoting student success.

Closely related to staff diversity are predictions for the ethnic distribution of the district's student population. The student population is expected to become more ethnically diverse, with a greater mix of students from populations traditionally having lower rates of participation and success in higher education. Looking from a national perspective and using 2000 as the base year, the Western Interstate Commission for Higher Education (WICHE) predicts that the number of high school graduates will grow 15 percent by 2020<sup>43</sup>. Students of color will comprise much of that growth. Moreover, the number of white students will decline by 15 percent, African-American students will grow by 8 percent, Asian-American high school graduates will double, and the number of Hispanic high school graduates will grow by 170 percent.

Closing the Achievement Gap - Despite the need to raise the achievement rates, closing the achievement gap across ethnic groups is important. According to data provided by the California Community College system office, for example, Latino and African-American students are 5 to 10 percent less likely to complete a certificate or degree than white and Asian students.<sup>44</sup> It will be important for college research offices, therefore, to gather and report on disaggregated data (data broken down by ethnicity, age, gender, first time status, etc.) to help gauge the relative effectiveness of strategies designed to promote and sustain student access and achievement across diverse groups.<sup>45</sup> California's concern in this regard mirrors national data showing disproportionate rates of degree achievement (Figure 14).<sup>46</sup> Closing these achievement gaps must become a priority.

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<sup>43</sup> Western Interstate Commission for Higher Education (2003). Knocking at the college door: Projections of high school graduates by state, income, and race/ethnicity. Western Interstate Commission for Higher Education: Boulder, Colo.

<sup>44</sup> Shulock, N., & Moore, C. (2010). Divided we fail. Sacramento Institute for Higher Education Leadership & Policy, California State University, Sacramento.

<sup>45</sup> Lay, S. M. (2010). Vision 2020: A report of the Commission on the Future of the College League of California. CCLC: Sacramento, Calif.

<sup>46</sup> Lumina Foundation (2010). A stronger nation through higher education: How and why Americans must achieve a "big goal" for college attainment. A special report: Lumina Foundation for Education: Indianapolis, Ind.

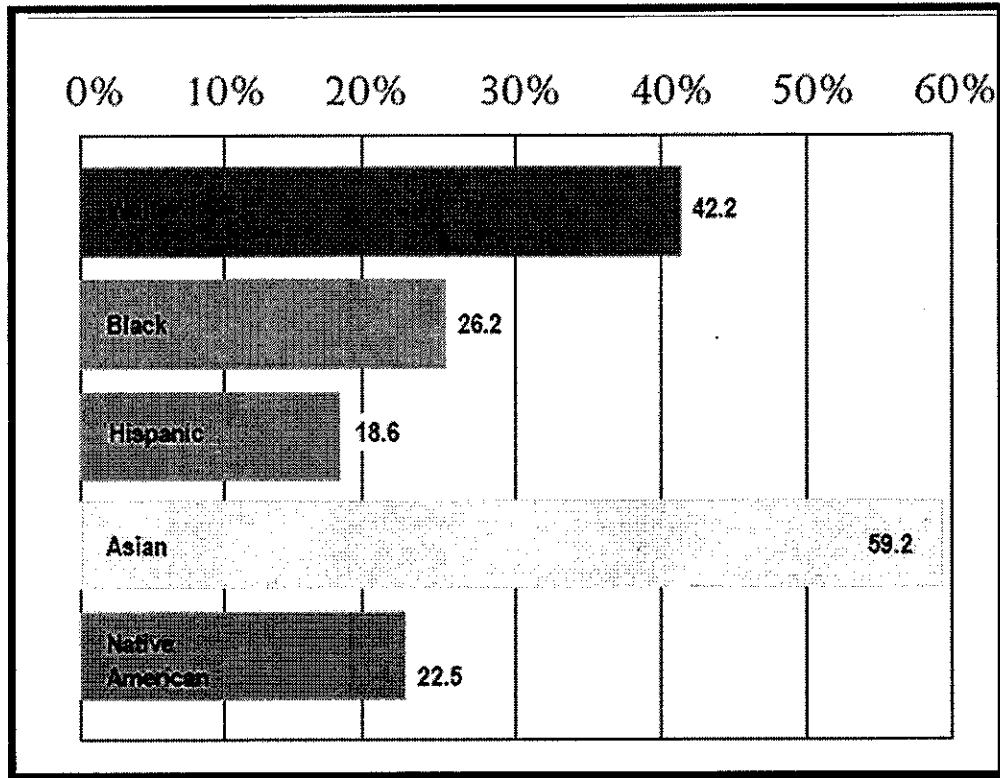


Figure 14. Degree-attainment rates for Americans ages 25-64, by population group.  
Source: Lumina Foundation for Education (2010, p. 3).

National data for the 25- to 34-year-old age group for 2008 indicates that 41.5 percent had achieved an associate's degree or higher, while the rates for African-Americans and Hispanics were 30.3 percent and 19.8 percent, respectively.<sup>47</sup> State level data indicates that California's K-12 Latino students achieve "lower levels of proficiency in math and language arts as they enter high school, ... take fewer advanced math and science courses while in high school, ... are less likely to graduate and are less likely to have completed a college-preparatory curriculum when they do."<sup>48</sup> Community colleges have an important role to play in closing the Latino educational achievement gap. In their cohort study of California community college students, Moore and Shulock found that Latino students were half as likely as white students to transfer (14 percent versus 29 percent). African-American students in the study attained a 20 percent transfer rate.

<sup>47</sup> College Board (2010). The college completion agenda: 2010 progress report. College Board Advocacy & Policy Center, College Board: New York.

<sup>48</sup> Moore, C., & Shulock, N. (2009). The grades are in – 2008. Institute for Higher Education Leadership & Policy: Sacramento, Calif.

In Orange County, it is predicted that Latinos will be the largest ethnic group and will comprise 41 percent of the population in 2020.<sup>49</sup> Figure 15 provides population predictions for Orange County, showing the expected demographic shifts.

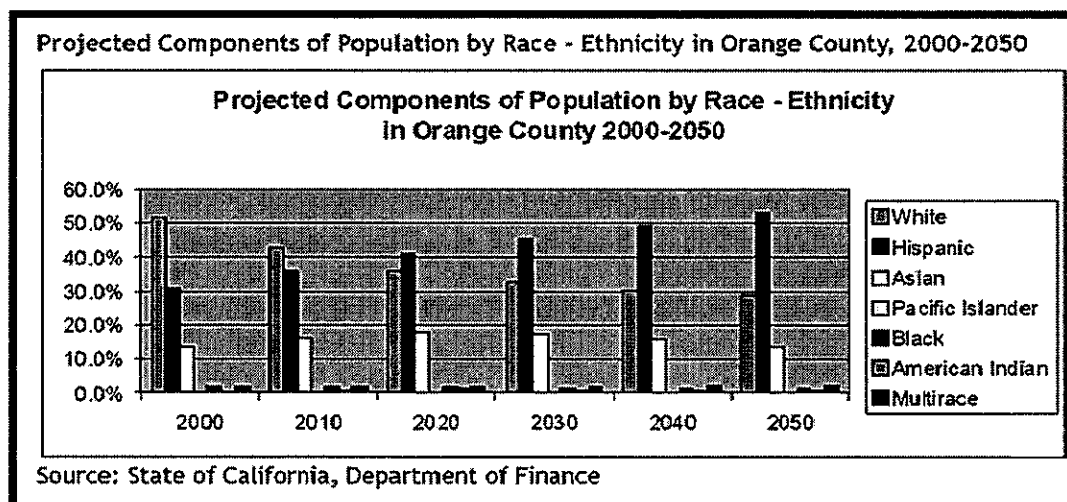


Figure 15. Population projections for Orange County. (Adapted from Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: Calif, p. 11.)

College Board's recent report provides state-level data regarding how different ethnic groups are progressing in two-year colleges. While the freshman-to-sophomore retention rate appears satisfactory (67.4 percent) for California's Community College students, degree completion varies widely for different racial/ethnic groups (Table 5).

Full-Time Freshman-to-Sophomore Retention Rates at Public Two-Year Institutions				
	US Average	High State	Low State	California
	59.0%	68.9% (ND)	42.8% (MT)	67.4%
Three-Year Degree Completion Rates for Associate's Degree-Seeking Students				
	US Average	High State	Low State	California
All	27.8%	70.6% (SD)	10.8% (DE)	33.0%
Asian, Native Hawaiian, and other Pacific Islander	64.3%	77.7% (NJ)	36.2% (AK)	64.0%
American Indian or Alaskan Native	21.2%	44.0% (MD)	10.7% (AK)	23.9%
African American	26.4%	62.4% (ND)	16.8% (LA)	31.1%
Hispanic	18.1%	41.7% (VT)	10.0% (AR)	15.2%
White	43.5%	54.7% (MA)	27.5% (WV)	49.6%

Table 5. Community College completion rates.<sup>50</sup>

<sup>49</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California.

Adult Learners – Another diversity concern is the need to serve adult learners. The non-traditional student population represents an important, unique opportunity to contribute to student access and success. A Lumina Foundation report says that “millions of adult students are seeking degrees in a system built largely for – and around – traditional students. We must recognize this paradox if we hope to fully educate our workforce” (p. 3).<sup>51</sup> The Lumina Foundation report points out that America has 54 million working adults who have not completed a four-year degree. Educational reform programs often fail to consider the needs of adult learners. Because these students work and have dependents, they typically enroll in entrepreneurial programs such as continuing education, contract education, and online programs offered by for-profit institutions.

The Lumina Foundation report suggests that community colleges develop pre-baccalaureate, job-training, career-related certificate programs offering academic credit that can be counted toward a degree. Awarding certificates along the way will serve to recognize students’ accomplishments and help motivate them to finish degrees. Adult students typically enroll to meet short-term goals, are gone from college for a period of time, then re-enroll when job-skill requirements change. Colleges should consider strategies designed to support and court the adult learners: Convenient course scheduling (evening, weekend, hybrid, and accelerated offerings); continuous, year-round admissions; degree mapping for adult students in which the “map” specifies the courses for each program and provides realistic time estimates for earning the degree; programs that can be attended part-time; provision of support services more responsive to the needs of the adult students; and credit awarded for life experience. Colleges could partner with industry partners to develop pre-baccalaureate programs offering labor market training and post-secondary degree attainment in “emerging areas of knowledge and expertise.”<sup>52</sup>

District-wide goal No.6: The district will support the colleges’ efforts to encourage and increase diversity – social, ethnic, racial, talent and economic.

<sup>50</sup> Lee, J. M., & Rawls, A. (2010). The College Completion Agenda: 2010 progress report. The College Board: New York, N.Y., pp. 2-3.

<sup>51</sup> Pusser, B., et al (2007). Returning to learning: Adults’ success in college is key to America’s future. Lumina Foundation for Education – New Agenda Series.

<sup>52</sup> Pusser, B., et al (2007). Returning to learning: Adults’ success in college is key to America’s future. Lumina Foundation for Education – New Agenda Series, p. 14.

## **Focus on Implementation Strategies**

As described in the Plan Overview, the external environment is evolving rapidly, and the next decade will present the Coast Colleges with many challenges. Student success backed by a “whatever it takes” commitment is considered the unifying theme that will help keep us focused. The demands of increased accountability and the search for new revenue streams to augment static or diminishing public funding will be ongoing. How best to marshal forces, choose among the best ideas, and use resources wisely was addressed by the Steering Committee at the macro level. To carry student success vigorously and proactively into the next decade, the Coast Colleges will need to capitalize on their many strengths. The Steering Committee recommends the following implementation strategies.

**1. Cooperation and Collaboration** – Only through proactive cooperation and collaboration within and among the colleges can we achieve the goals and meet the challenges described in this report. Recent and representative examples of the benefits of such cooperation and collaboration clearly demonstrate the power of this strategy. All employees must be vigilant in looking for similar opportunities in which cooperative, collaborative efforts will increase the likelihood of student success.

It’s important to note that the theme of cooperation and collaboration can be found in the accreditation standards.<sup>53</sup> Standard IV.A.3 (Leadership and Governance) states, for example, that through “established governance structures, processes, and practices, the governing board, administrators, faculty, staff, and students work together for the good of the institution. These processes facilitate discussion of ideas and effective communication among the institution’s constituencies.”

The standards presented in IV.B.3 are especially relevant to the district’s role in supporting an atmosphere of cooperation and collaboration in multi-college districts. These standards read as follows:

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<sup>53</sup> ACCJC 2002 accreditation standards. WASC / ACCJC.

## Vision 2020 Master Plan

In multi-college districts or systems, the district/system provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the district/system and assures support for the effective operation of the colleges. It establishes clearly defined roles of authority and responsibility between the colleges and the district/system and acts as the liaison between the colleges and the governing board.

- a. The district/system clearly delineates and communicates the operational responsibilities and functions of the district/system from those of the colleges and consistently adheres to this delineation in practice.
- b. The district/system provides effective services that support the colleges in their missions and functions.
- c. The district/system provides fair distribution of resources that are adequate to support the effective operations of the colleges.
- d. The district/system effectively controls its expenditures.
- e. The chancellor gives full responsibility and authority to the presidents of the colleges to implement and administer delegated district/system policies without his/her interference and holds them accountable for the operation of the colleges.
- f. The district/system acts as the liaison between the colleges and the governing board. The district/system and the colleges use effective methods of communication, and they exchange information in a timely manner.
- g. The district/system regularly evaluates district/system role delineation and governance and decision-making structures and processes to assure their integrity and effectiveness in assisting the colleges in meeting educational goals. The district/system widely communicates the results of these evaluations and uses them as the basis for improvement.

District-wide plan implementation goal No. 1: The district will encourage and support proactive and purposeful cooperation and collaboration within and between the colleges.

**2. College Master Plans** – The Steering Committee expects that each of three district colleges, in their respective master-planning processes and subsequent master plans, will identify strategies and metrics that address the six strategic themes. The colleges have the responsibility and creative talent necessary to successfully implement the Vision 2020 Plan and, as a consequence, to promote increasingly positive outcomes.



District-wide plan implementation goal No. 2: The district will encourage the colleges, through their respective master-planning processes and subsequent master plans, to identify strategies and metrics that align with the six district-wide goals.

**3. Partnerships** - By sharing resources and expertise, the efforts of the Coast Colleges can add up to more than the sum of their parts. By recommending that partnering become an operational/implementation strategy shared by the colleges and used to incorporate other strategic partners with shared goals, the Steering Committee believes this can become a signature element in the Coast Community College brand. While the idea of leveraging existing resources and producing enhanced results through carefully considered and maintained partnerships is not new, it can become a strategic advantage when initiated and orchestrated by the Coast Colleges.

The Steering Committee suggests that an improved system to facilitate student access to these resources would be of particular benefit to students nearing certificate or degree completion and in need of one or two hard-to-find course offerings. Other possibilities exist for our extensive pool of educational resources, including certificate and degree programs that rely on the combined capability of the Coast Colleges. Multi-dimensional partnerships – both internal and external – will become a more prominent expectation in all aspects of college operations and in program and service planning. Partnering with K-12, for example, will help to communicate to students and parents the benefits and availability of college certificate and degree programs. An increasing percentage of students in the K-12 educational pipeline will represent “groups who historically have not had much access to or success in higher education.”<sup>54</sup> These students will need guidance in navigating the application and financial aid process and in developing the habits and skills necessary to succeed in college coursework.

Partnering with business and industry can assure that Career and Technical Education (CTE) programs are effective in meeting the needs of local employers, create service learning and internships opportunities for students, and connect college research offices with business and industry partners to gather program effectiveness data (e.g., employer satisfaction with the training level of CTE students, changing training needs, etc.).

<sup>54</sup> College Board (2010). The college completion agenda: 2010 progress report. College Board Advocacy & Policy Center, College Board: New York, p. 140.

Partnerships with transfer institutions through faculty-to-faculty meetings will “strengthen the transfer pathway and expand access to the baccalaureate degree.”<sup>55</sup> Arranging ways to further involve university faculty and deans (e.g., classroom visits to enlighten students about university programs, inviting university professors to events in which they judge student projects) will serve to strengthen ties with the universities and encourage students to aspire to higher levels of academic achievement.

Aside from developing more and stronger external partnerships, we must look internally as well. Forming a strong, internal cooperative and collaborative “partnership culture” is essential for the district’s vitality. Many services and functions across the district fulfill common purposes. One strategy proposed is to bring together people with similar job functions so they can share, identify, and evaluate more efficient, effective, and satisfying ways to carry out their job responsibilities. These internal partnerships have the potential to prevent or remove communication barriers and to develop trust and respect where all participants will benefit. As better systems and procedures evolve through a partnership culture, the district’s internal and external stakeholders, especially the students, will also benefit. Thoughtful incentives are needed to promote, acknowledge, and reward efforts to develop a partnership culture within the Coast Colleges.

District-wide plan implementation goal No. 3: The district will encourage and support the colleges’ efforts to form partnerships with strategic partners having shared goals.

**4. Technology** – It is time to get the best results from the Banner system. Beyond supporting instruction and services associated with students, a technology infrastructure must support a multitude of key processes and operations throughout the district. This may require developing uniform processes among the Coast Colleges and agreeing on common schedules and definitions.

In addition, student success can be further supported and enhanced by drawing on the combined technological expertise of the Coast Colleges; sharing resources; facilitating innovations and improved processes for content delivery; student performance early-warning systems; individualized educational planning; and expanded 24/7 services. The district’s colleges

<sup>55</sup> College Board (2008). The skills race and strengthening America’s middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York, p. 37.

will continue to use technology to enhance teaching, learning, and the provision of services to students. It will be important to employ technology in creative and cost-efficient ways.

In 2009, the Chronicle Research Services<sup>56</sup> issued a widely acclaimed report, The College of 2020: Students. This report is based upon reviews of research and data trends in higher education, interviews with experts, and a survey of college admissions officials. The report predicts how technology will affect higher education between now and 2020. Although traditional, face-to-face instruction probably will survive, the report states, technology will provide students with greater flexibility and convenience. Students now in the K-12 pipeline will expect more connectivity and creativity from colleges. More specifically:

- Students will increasingly expect access to their classes from cellular phones and other portable electronic devices, such as voice-activated learning devices that provide learning games, digital texts, and digital tutors.
- Colleges that have resisted putting some courses online will need to expand online programs quickly to compete with the for-profit college industry. Colleges will be able to attract more non-traditional students by offering multiple-evening, hybrid, and online courses.
- Students who sign up for face-to-face classes will expect to monitor class meetings online and attend classes when their schedules permit.
- Increasingly, classroom discussions, office hours, lectures, and study groups will all be available online.

It will be important to validate the effectiveness of alternative forms of technology-facilitated instructional delivery. This is where the use of competency-based assessment (i.e., authentic assessment) can be employed to demonstrate to stakeholders the effectiveness of technology-supported approaches to instruction. Convenience, flexibility of instructional delivery, and student satisfaction are exemplary goals, but generating convincing evidence of learning is essential. Evidence of mastery learning can also serve as an important tool for marketing courses and programs.

Using data to demonstrate learning is one aspect of a movement toward establishing a culture of evidence. If colleges plan to build a culture of evidence, “their technology systems and

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<sup>56</sup> Van Der Werf, M. & Sabtier, G. (2009). The college of 2020: students. Chronicle Research Services, a division of the Chronicle of Higher Education, Inc.: Washington, D.C.

institutional research capacity both need to be upgraded.”<sup>57</sup> The technology systems must provide each college with effective ways to track student progress along with sufficient institutional research capacity to support data-driven decision-making.

In terms of the district’s technology infrastructure, the Technology Focus Group has developed a plan described in Appendix H.2. That plan, in summary, includes research to a) baseline the current state of technology across the Coast Colleges District, b) determine the desired state of technology for the Coast Colleges, c) identify best practices for using technology-enhanced strategies and tools in student services, instruction, and administration to improve rates of student completion and cost-effective, efficient day-to-day operation, and d) to identify, cost out, and prioritize technology-enhanced strategies and tools. Then, based on the research findings, the plans are to a) create an integrated technology that responds to the core systems needs through the district, b) map district-wide infrastructure functions and functions unique to each college so as to identify areas in which technology can best be integrated for efficiency and cost savings and, c) focus especially on developing an integrated knowledge base, communications systems, and decision support systems.

District-wide plan implementation goal No. 4: The district will encourage and support efforts to bring together the technological expertise of the Coast Colleges to facilitate improved day-to-day operations and innovations in content delivery, student performance early-warning systems, individualized educational planning, and expanded 24/7 services.

**5. Sustainability** - Environmental and Cost to Operate (CTO) sustainability needs to be determined for all the Coast Colleges’ programs and services. Given the state’s unstable fiscal status, the district and its colleges must seek a more diversified revenue base to sustain the ability to fulfill their respective missions. The demands of the next decade require that we have the facts and can make data-informed empirical judgments and recommendations regarding programs and services. This knowledge is particularly important if we are to make the case for new programs and services to government decision-makers and those interested in providing private philanthropic investments in Coast College programs and services.

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<sup>57</sup> College Board (2008). The skills race and strengthening America’s middle class: An action agenda for community colleges. Report of the National Commission on Community Colleges: New York, p. 31.

District-wide plan implementation goal No. 5: The district will encourage and support the colleges' efforts to attain environmental and Cost-to-Operate (CTO) sustainability for all Coast College programs and services.

## **6. Cultivate a Culture of Inquiry and Accountability through Evidence –**

Effective organizations know how to gather and use data to assess performance and inform decisions.<sup>58</sup> Building the capacity to evaluate their own performance in a systematic way will help all programs and services develop even more effective ways to serve their clients – whether the clients are students or fellow employees. The Steering Committee feels that developing a strong culture of inquiry and evidence is a key strategy needed to implement the six strategic themes for the next decade, as well as to improve institutional, program, and classroom effectiveness and success. The colleges and the district are blessed with outstanding research functions and expertise, but this strategy reaches far beyond the resources of the research offices. The practice of using data to assess and improve performance needs to become the norm throughout the organization.

According to a report from the James Irvine Foundation,<sup>58</sup> building the capacity to evaluate one's own work unit's "performance in a systematic manner requires more than just a sharing of techniques and tools. It takes a conscious effort to foster agency-wide shifts in mindset, norms, and practices" (p. 2). Developing self-assessment plans and measures will lead to a deeper level of communication and trust among colleagues. As staff begin to look for ways to improve the quality of their programs, "data will become *of* and *for* their organization, rather than something that is done *to* them" (p. 2).

Case studies cited in the Irvine Foundation monograph reveal that, aside from accomplishing the main goal of better service to clients, the added benefit will be greatly expanded and improved communication with employees in other departments within the organization. Enhanced communication was found to increase the employee's knowledge about his or her organization, broaden perspectives needed for solving problems, and provide greater appreciation for the work performed by one's peers.

Professional development programs such as that described in the James Irvine Foundation monograph are needed to facilitate development of a culture of accountability through inquiry. It

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<sup>58</sup> Hernandez, G., & Visser, M. G. (2001). *Creating a Culture of Inquiry: Changing methods – and minds – on the use of evaluation in nonprofit organizations*. The James Irvine Foundation, San Francisco, Calif.

is anticipated that the culture of inquiry will build the capacity for systematic self-evaluation and the effective use of data, serve to enhance communication and trust, and lead to even better service to our students and fellow employees.

Fortunately, some helpful outcome data is already being gathered on our students. Each of the three colleges receives annual institutional-level reports from the California Community Colleges Chancellor's Office. The Accountability Reporting for the California Community Colleges produces and distributes longitudinal reports for each college in the state system. The most recent ones are available through information provided in Appendix D. Some components of the ARCC reports may have changed over time, so it is important to check each report's accuracy with your college research office.

District-wide plan implementation goal No. 6: The district will encourage and support the colleges' efforts to cultivate a culture of inquiry and accountability through evidence.

## Source Documents

1. Academy of Medicine, Engineering and Science of Texas (2008). The Next Frontier: World-Class Math and Science Education for Texas. TAMEST: Austin, Texas.
2. ACCJC 2002 accreditation standards. WASC / ACCJC.
3. ARCC 2010 Report: College Level Indicators (for Coast Colleges) (2010). Chancellor's Office of the California Community Colleges.
4. Arum, R., & Roksa, J. (2010). Academically Adrift: Limited Learning on College Campuses. University of Chicago Press: Chicago.
5. Atkins et al. (2010). Transforming American Education: Learning Powered by Technology. Office of Educational Technology: U.S. Department of Education.
6. Blach, C, & Wise, K. (2011). From Gathering to using Assessment Results: Lessons from the Wabash National Study. National Institute for Learning Outcomes Assessment (NILOA). University of Illinois at Urbana-Champaign, Ill.
7. CHEA - [http://www.chea.org/pdf/bod\\_resolution.pdf](http://www.chea.org/pdf/bod_resolution.pdf)
8. Chickering, A. W., & Gamson, Z. (1987). Seven principles for good practice in undergraduate education. American Association for Higher Education Bulletin, 39, 3-7.
9. College of 2020: Students (2009). Chronicle of Higher Education
10. Complete College America - [http://www.completecollege.org/completion\\_shortfall/](http://www.completecollege.org/completion_shortfall/).
11. Hernandez, G., & Visher, M. G. (2001). Creating a Culture of Inquiry: Changing methods – and minds – on the use of evaluation in nonprofit organizations. The James Irvine Foundation, San Francisco, Calif.
12. Jenkins, D. (2011). Get with the Program: Accelerating Community College Students' Entry into and Completion of Programs of Study. Working Paper No. 32: Community College Research Center, Columbia University: New York.
13. Johnson, L., Levine, A., Smith, R., & Stone, S. (2010). The 2010 Horizon Report. The New Media Consortium: Austin, Texas.
14. Kelly, P. J. (2010). Closing the College Attainment Gap between the U.S. and Most Educated Countries, and the Contributions to be Made by the States. National Center for Higher Education Management Systems.
15. Lay, S. (2010). A New Focus on Student Success: presentation in September, 2010 at Ohlone

Community College.

16. Lumina Foundation (2010). A Stronger Nation through Higher Education. A special report from Lumina Foundation Education.
  17. Miller, J. D., & Kimmel, L. G. (2010). Pathways to a STEM<sup>2</sup> Career. Michigan State University.
  18. Moore, C., & Shulock, N. (2010). Divided We Fail: Improving Completion and Closing Racial Gaps in California's Community Colleges. Institute for Higher Education Leadership and Policy: CSU Sacramento.
  19. Orange County Workforce Indicators 2010-11 (2010). Orange County Business Council and the Orange County Workforce Investment Board.
  20. Perry, M., Bahr, P. R., Rosin, M., & Woodward, K. M. (2010). Course-taking patterns, policies, and practices in developmental education in the California Community Colleges. A report to the California Community College Chancellor's Office. EdSource: Mountain View, Calif.
  21. Rising Above the Gathering Storm: Energizing and Employing America for a Bright Economic Future (2009). National Academy of Sciences.
  22. Robison, M. H., & Christophersen, K. A. (2005). The Economic Contribution of Coast Community College District. CC Benefits, Inc.: Moscow, Idaho.
  23. Sidhu, N. D., Ritter, K., & Guerra, F. (2010). Otis Report on the Creative Economy of the Los Angeles Region. Los Angeles County Economic Development Corporation, Calif.
  24. The College Completion Agenda Progress Report (2010). The College Board: New York.
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## **APPENDICES**

### **Appendix A**

#### **Vision background – District Vision, Mission, Values, Principles, and Goals**

##### **Vision Statement**

Coast Colleges provide excellence, innovation, and success in education to inspire and transform lives in our local and global community.

##### **Mission Statement**

Coast Colleges offer inspiration, innovation, and meaningful learning experiences to their diverse and changing community and prepare students to achieve success in post-secondary, career and technical, and life-long educational opportunities.

##### **We Value**

1. The mission and responsibilities of our profession
2. Student success
3. Teaching and learning excellence
4. Learning, fairness, unity and continuous improvement
5. A collaborative institutional culture
6. Supporting students, faculty, management and staff
7. Active outreach
8. Professional integrity
9. A transparent, accessible and balanced governance structure.

##### **Principles**

Learning: Student-centered and outcome-based for optimal success.

People: Respect for and commitment to invest in people.

## Vision 2020 Master Plan

Focus: Vision-inspired, student-centered, and goal-driven by strategic master plans.

Agility: Flexible, responsive, and courageous when needs require change in practices and conditions.

Integrity: Truthfulness as the first and most important trait to good institutional citizenship.

Collaboration: Shared responsibility and teamwork across disciplines, departments, divisions, colleges, and districts.

Engagement: Broad-based involvement of stakeholders to encourage optimal decision-making.

Diversity: Inclusiveness of all abilities and ethnic, socio-economic, educational, and cultural backgrounds.

Equity: All staff serves and contributes to our students' success with equal importance.

Unity: The importance of the collective good and bond is greater than the gain of individuals, departments, and the colleges.

### Goals

1. Develop and enforce student-centered and student-first attitudes, processes, decisions, policies, and culture.
2. Increase student success rates by adopting proven best practices and program designs.
3. Increase access and success to meet the changing needs of students in our community.
4. Provide leadership in addressing regional workforce training and development needs.
5. Embrace and increase the diversity of faculty, staff, administration, and curriculum.
6. Invest in the professional and leadership development of all staff.
7. Create an institutionalized practice and culture of evidence in decision-making.
8. Encourage and support creativity, flexibility, and innovation.
9. Engage and invest in entrepreneurial activities to increase and diversify revenue streams.
10. Maximize the appropriate and strategic utilization of technology.
11. Enhance international educational learning opportunities for students, faculty, and staff.
12. Achieve long-term financial stability and decrease reliability on state funding.

13. Strengthen and increase strategic alliances and partnerships in local and global communities.

## **Appendix B**

### **Steering Committee Participants and Focus Group Participants**

#### **Vision 2020 Steering Committee**

Chancellor  
Ding-Jo Currie

Chancellor's Executive Assistant  
Nancy Sprague

Vice Chancellors  
Nabil Abu-Ghazaleh, Educational Services and Technology  
Andrew Dunn, Administrative Services  
Deborah Hirsh, Human Resources

Public Affairs, Marketing and Government Relations  
Martha Parham, District Director

Secretary of the Board  
Christian Teeter

Coastline Community  
Loretta Adrian, President  
Nancy Jones, Academic Senate President  
Lisa Okamoto, Student Representative

Golden West College  
Wes Bryan, President  
Theresa Lavarini, Academic Senate President  
David Salai, Student Representative

Orange Coast College  
Dennis Harkins, President  
Vesna Marcina, Academic Senate President  
Catherine Tran, Student Representative

Coast Federation of Educators  
Dean Mancina, President

Coast Community College Association/CTA-NEA  
Barbara Price, President

## Vision 2020 Master Plan

Coast Federation of Classified Employees  
Ann Nicholson, President

Coast District Management Association  
Vince Rodriguez, President

Planning Facilitators  
Bill Craft  
Kathleen Guy

Writer/Editor  
Jerry Rudmann

Staff Assistant  
Kristen Le

### **Human Resources Focus Group**

Deborah Hirsh, Vice Chancellor, Human Resources

Cheryl Babler, Vice President of Instruction, CCC

Joyce Bishop, Faculty, GWC

Wes Bryan, President, GWC

Julie Clevenger, Classified Council, OCC

Laury Francis, Personnel Director, OCC

Nancy Jones, Academic Senate President, CCC

Carolyn Loy, Personnel Director, CCC

Dean Mancina, President, CFE/AFT (Full-time faculty union)

Connie Marten, CFCE Chief Negotiator

Ann Nicholson, President, CFCE (Classified union)

Barbara Price, President, CCA/CTA/NEA (Part-time faculty union)

Crystal Crane, Personnel Director, GWC

Donna Waldfogel, Administrative Director, Human Resources

John Dale, Librarian, OCC

Theresa Lavarini, Academic Senate President, GWC

## Vision 2020 Master Plan

### Facilities Focus Group

Nabil	Abu-Ghazaleh	DIST	Vice Chancellor, Educational Services
Lori	Adrian	OCC	President
Joyce	Black		Cambridge West
Paula	Brady	DIST	Confidential Employee Representative
Wes	Bryan	GWC	President
Dave	Cant	CCC	Maintenance Director
Michael	Carrizo	GWC	CFCE Representative (for Ann Nicholson)
Louise	Comer	GWC	Fiscal Affairs Director
Ding-Jo	Currie	DIST	Chancellor
Andy	Dunn	DIST	Vice Chancellor, Finance & Admin Services
Dennis	Harkins	OCC	President
Deborah	Hirsh	DIST	Vice Chancellor, Human Resources
Janet	Houlihan	GWC	Vice President, Administrative Services
Nancy	Jones	CCC	Academic Senate President
Richard	Kudlik	DIST	Director, Internal Audit
Theresa	Lavarini	GWC	Academic Senate President
Jerry	Marchbank	DIST	Assistant Director, Facilities
Vesna	Marcina	OCC	Academic Senate President
Christine	Nguyen	CCC	Acting VP, Administrative Services
Lisa	Okamoto	CCC	Student
Rich	Pagel	OCC	Vice President, Administrative Services
Martha	Parham	DIST	Public Affairs Director
Barbara	Price	CCA	CCA President
Vince	Rodriguez	CCC	CDMA President
David	Salai	GWC	Student
Christian	Teeter	DIST	Board Secretary
Catherine	Tran	OCC	Student

### Financial Focus Group

Nabil	Abu-Ghazaleh	DIST	Vice Chancellor, Educational Services
Lori	Adrian	OCC	President
Kim	Allen	DIST	Fiscal Affairs Director
Doug	Bennett	OCC	College Foundation
Wes	Bryan	GWC	President
Margie	Bunten	GWC	College Foundation
Louise	Comer	GWC	Fiscal Affairs Director
Ding-Jo	Currie	DIST	Chancellor
Andy	Dunn	DIST	Vice Chancellor, Finance & Adm Services
Dennis	Harkins	OCC	President
Deborah	Hirsh	DIST	Vice Chancellor, Human Resources
Ann	Holliday	CCC	CFE Rep.
Janet	Houlihan	GWC	Vice President, Administrative Services
Nancy	Jones	CCC	Academic Senate President
Neal	Kelsey		CFCE Executive Director
Miriam	Khosravani	CCC	College Foundation
Richard	Kudlik	DIST	Director, Internal Audit
Theresa	Lavarini	GWC	Academic Senate President
Christine	Nguyen	CCC	Acting VP, Administrative Services
Lisa	Okamoto	CCC	Student
Rich	Pagel	OCC	Vice President, Administrative Services
Martha	Parham	DIST	Public Affairs Director/CCCD Foundation
Brady	Paula	DIST	Confidentials Rep
Barbara	Price	CCA	CCA President
Vince	Rodriguez	CCC	CDMA President
Helen	Rothgeb	OCC	Fiscal Affairs Director
David	Salai	GWC	Student
Christian	Teeter	DIST	Board Secretary
Catherine	Tran	OCC	Student

Charles Zellerbach OCC Academic Senate

### **The Technology Focus Group**

Liz Abdulnour - Associated Student Representative, Coastline College

Nabil Abu-Ghazaleh – Vice Chancellor of Educational Services & Technology

Jeff Arthur - Director of District Information Systems

Ted Boehler – Dean of Instructional Systems

Lori Cassidy – Librarian, Orange Coast College

Bernardo Cervantes – Associated Student Representative, Orange Coast College

Kristin Clark – Vice President of Student Services, Orange Coast College

Jill Golden – Faculty, Orange Coast College

Raine Hambly – Educational and Grants Services Coordinator, District

Dan Johnson – Faculty, Coastline College

Dan Jones – Administrative Dean of Instructional Systems Development, Coastline College

Anthony Maciel – Director of Technology Support Services

Craig Oberlain – Senior Director of College Information Technology

Pam Pacheco – Faculty Representative, Golden West College

Rich Pagel – Vice President of Administrative Services, Orange Coast College

Omid Pourzajani – Dean of Career & Technical Education, Golden West College

Vince Rodriguez – Dean of Distance Learning, Coastline College

Bill Saichek – Faculty, Orange Coast College

David Salai – Associate Student President, Golden West College

Dwayne Thompson – Associate Dean of Institutional Research and Planning



## Appendix C

### **District's Historical Background and Chronology of the Three Colleges**

***Orange Coast College*** – Orange Coast College was the third community college established in Orange County. Prior to World War II, in 1941, the Orange County Coast Association, a group of business and education leaders, led a campaign to establish a junior college somewhere along the county's coast. In 1947, 243 acres of land, a segment of the deactivated Santa Ana Army Air Base, were deeded to the Orange Coast Junior College District by the federal government. The first OCC classes were held on Sept. 13, 1948, in military barracks. Those structures have since been replaced by permanent structures.

In 1958, the voters of the district established the five trustee election areas still in effect today. Each trustee is required to be a resident of the area he or she represents. Trustees are elected at-large for a period of four years. The elected trustees are joined annually by a nonvoting student trustee.

Located on the northern perimeter of the city of Costa Mesa, the Orange Coast College campus today comprises 164 acres. College land was sold in the early 1960s to purchase property in Huntington Beach for the site of the District's second campus, Golden West College, which opened in 1966. The third district campus, Coastline Community College, opened in the fall of 1976. The district was officially renamed the Coast Community College District on Dec. 1, 1970. Orange Coast College's physical plant contains classrooms, nine large lecture halls, laboratories, studios, computer facilities, and a variety of other facilities including athletic fields, music rooms, and specialized centers and labs.

Orange Coast College is organized into four wings under the management of the President and three vice presidents: the Vice President of Instruction, the Vice President of Student Services, and the Vice President of Administrative Services. College committees, important components of the governance structure, are composed of representatives from the faculty, the classified staff, students, and administration.

OCC's student population is becoming more ethnically diverse and younger. Caucasian student enrollment decreased from 55.4 percent in the fall of 1995 to 42.1 percent in the fall of 2008. The Hispanic/Latino population increased from 12.8 percent to 19.3 percent during that same period. African-American, Asian/Pacific Islander, and Native American student populations have remained relatively constant over the past 10 years.

## Vision 2020 Master Plan

Student success and retention rates have increased over the past 10 years, as have four-year transfer rates. As of 2004-05, OCC ranked first out of the state's 112 community colleges in the number of students it transfers to the California State University system, sixth in transfers to the University of California system, and second in transfers to the two systems combined.

Enrolling more than 25,000 students each semester, OCC offers more than 130 academic and career programs, including one of the nation's largest and most acclaimed public nautical programs. Nearly half the students on campus are enrolled in one of OCC's career and technical programs. Furthermore, Orange Coast College ranks first out of Orange County's nine community colleges in the number of students it transfers to the University of California and California State University systems. Over the past decade, nearly 16,000 OCC students have transferred to UC and CSU campuses. Additionally, many Orange Coast students go on to transfer to private colleges and universities within California and across the nation.

***Golden West College*** – Located in the coastal community of Huntington Beach, GWC is a two-year, medium-sized college serving just over 14,000 students on a 122-acre campus. GWC offers an Associate in Arts (AA) degree, a strong university transfer program, career/technical education, general education, community services, and student support services. The college is highly regarded for academic quality and innovation. In its earliest years, the college was recognized for its pioneering leadership in designing learning-centered programs and services for its student body and continues in that tradition to this day.

The campus facilities were unfinished on Sept. 12, 1966, but served 2,000 day students and 3,000 evening students. In the sixties, GWC worked to establish its own identity, separate from Orange Coast College, the first and largest institution in the district. Vocational programs in nursing, criminal justice, and cosmetology developed alongside general education departments. A pilot program to provide accommodations for deaf and hard-of-hearing students began in 1969, making GWC the first community college to offer special assistance that allowed hearing-impaired students to participate in regular classes.

The community has maintained a strong sense of commitment to the GWC campus and demonstrated this commitment by voting for the Measure C bond to improve campus facilities. The influx of this bond money allowed the college to plan new buildings for Learning Resources and Health Sciences as well as renovation and upgrades to existing campus infrastructure and buildings. Online instruction is growing, and the campus is working to integrate new technology

into the curriculum. Quality education and academic rigor remain the standard by which new technology and innovation are judged.

Today, GWC has over 14,000 students; 65 percent are under the age of 26. The vast majority of students come from the surrounding communities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Seal Beach, and Westminster.

***Coastline Community College*** - Coastline Community College was founded in 1976. Conceived as a college without walls, commitment to change is an institutional dynamic. There is an ongoing sense of urgency to rethink college policy and practice in response to changing circumstances of students, community, and the larger world. The impetus for founding Coastline was a perceived need for change in higher education in western Orange County. As the population of the Coast Community College District continued to grow, a new type of student emerged: the working adult who could not attend college during the day. The constraints inherent in the scheduling and delivery of traditional college instruction were denying access to these prospective students. To overcome these barriers, the founders conceived two new means of access: the distributed campus and distance learning. The distributed campus would deliver instruction at locations convenient to student homes and workplaces. Distance learning would deliver instruction electronically—a virtual campus accessible from anywhere at any time. The delivery vehicle would be a new institution: Coastline Community College. Coastline was charged with assuming responsibility for instruction offered at numerous community locations and offered via radio and other distance education modalities. An instructional design staff was formed, and new distance-learning technologies evolved. Facilities expanded with the construction of an administrative and student services headquarters (College Center in Fountain Valley, opened in 1983); a three-story, 45,000-square-foot learning center in Garden Grove (1997); and Coastline's newest instructional facility, the Le-Jao Center in Westminster (2005). The college also established the Orange County One-Stop Centers and Orange County Business Service Center—North under contract with the County of Orange.

In the 30 years since Coastline began, the college has achieved national prominence in distance education, including 15 Emmy awards and many others, as a developer and producer of distance-learning courseware. Today the courses are highly popular with students: 5,718 Coastline students took at least one distance learning course in fall 2005 (46 percent of Coastline's total non-military enrollment). This percentage continues to increase. In addition,

more than 350 colleges in the United States and Canada lease instructional courseware produced at Coastline. This revenue helps the college support innovative projects in instruction and student services. The distributed campus concept has also proved itself. Coastline now operates main learning centers in three Orange County cities and an administrative center in a fourth city, and it offers instruction at more than 30 other locations, most within the Coast Community College District.

Underrepresented groups account for an increasing share of the population at all levels: in Orange County, in the Coast District, and in Coastline enrollment. Since 2000 there have also been substantial increases in the share of population who are foreign-born and in residents who speak a language other than English at home. In the past 10 years Coastline has initiated new programs and accelerated existing programs to serve students from a much broader range of circumstances. Redefining the familiar term “nontraditional,” these programs include recruitment, instruction, and support tailored to the needs of deployed military personnel serving more than 4,000 students in fall 2005; serving incarcerated students confined in California institutions; joint projects with neighboring K-12 districts include an Early College High School and Banking for College, which helps students earn Coastline units while still attending high school; innovative programs to serve Developmentally Delayed Learners (DDL) and Acquired Brain Injury (ABI) students; an English as a Second Language program that has helped introduce more than 25,000 newcomers to American language and culture; and Orange County One-Stop Centers—Operated by Coastline and serving most of Orange County. The One-Stop Centers every year help thousands of residents find jobs or attain an improved measure of self-sufficiency. The associated Orange County Business Service Center-North helps local employers grow their businesses, and the Student Career and Employment Center provides placement services for students.

# Vision 2020 Master Plan

	OCC (Fall 2008)	GWC (Fall 2009)	CCC (Fall 2009)
<b><i>Students</i></b>			
Full-time	9,738	5,707	1,030
Part-time	15,623	8,315	10,398
Non-Credit (Only)	---	---	3,440
Total	25,370	14,022	14,868
Men	49.8%	44.6%	45.5% - 6,764
Women	48.7%	55.4%	53.1% - 7,898
Unknown	1.5%	--	1.4% - 206
White non-Hispanic	42.1%	39.1%	30%
Asian	25.7%	30.7%	22%
Hispanic	19.3%	17.2%	14%
Other/Unknown	10.4%	9.7%	26%
Black non-Hispanic	1.9%	1.6%	8%
Full-time Equivalent Students (2008-09)	19,587	10,604	6,212 Cr 713 NCr
<b><i>Awards</i></b>			<b>(2009-10)</b>
Degrees Earned	1,603	726	1,675
Certificates Earned	1,955	528	150
<b><i>Transfers (2008-09)</i></b>			
CSU	1,303	590	105
UC	555	117	10
Privates			
3-Year Transfer Rate (2004 cohort)	22.4% 2005 SRTK*	30.3% 2004 SRTK	24.4% 2005 SRTK
<b><i>Faculty</i></b>			
Full-time	287	144	42
Part-time	515	311	275

Table 6. Summary data on the three Coast colleges. \*SRTK = Student Right to Know

A Special Focus on Students from Underrepresented Populations - As mentioned earlier, student success is the overarching theme for the Vision 2020 Master Plan. To find strategies designed to facilitate student success, the Steering Committee conducted an extensive review of internal and external fiscal, policy, political, and educational trends. We review several trends here with a focus on minority students, and Hispanic students in particular. A growing percentage of Hispanic students are in the local and state educational pipeline. The rate at which Hispanic and students from other minority populations participate and succeed within the Coast Districts'

Colleges is of considerable importance. In fact, the success of minority students is critically important to our overarching theme of student success, the six strategic themes outlined in the Vision 2020 Plan, local businesses, the community in general, and the fiscal health of the Coast District over the next 10 years.

We have provided facts and trends related to ethnic diversity throughout this document. For the reader's convenience, we summarize below some of these facts and trends:

- Between spring 2000 and spring 2010, the percentage of Hispanic students served by the CCCCD has risen from 13.1% to 19.9%.<sup>59</sup>
- The Orange County K-12 system reports that 44.7% of students are Hispanic.<sup>1</sup>
- The ethnic mix of enrollments in the Orange County K-12 educational pipeline shows that Hispanics comprise the largest percentage of students in grades K through 12.
- By 2020, Hispanics will be the largest ethnic group, 41% of the population in Orange County.<sup>60</sup>
- From a national perspective, the Lumina Foundation reports that 18.6% of Hispanics in the 25 to 34 age group possess an Associates or higher degree. All of the other major ethnic categories have higher rates of degree attainment. The Lumina Foundation also warns that with the increasing diversification of the college student population each year, colleges will need to pay more attention to factors that help different ethnic groups succeed, especially because the fastest growing group, Hispanics, historically have lower rates of college attendance.<sup>61</sup>
- California's K-12 Hispanic students achieve "lower levels of proficiency in math and language arts as they enter high school, take fewer advanced math and science courses while in high school, and...are less likely to graduate and are less likely to have completed college-preparatory curriculum when they do." Hispanic community college students are half as likely to transfer.<sup>62</sup>

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<sup>59</sup> Information provided by the CCCCD Office of Research.

<sup>60</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: CA.

<sup>61</sup> Lumina Foundation (2010). A stronger nation through higher education: How and why Americans must achieve a "big goal" for college attainment. A special report: Lumina Foundation for Education: Indianapolis, IN.

<sup>62</sup> Moore, C., & Shulock, N. (2009). The grades are in – 2008. Institute for Higher Education & Policy: Sacramento, CA.

- Looking at the ethnic profile of CCCD employees, 22.9% of the classified support staff is Hispanic, 11.34% of the tenured or tenure-track faculty is Hispanic, and 8.35% of the part-time faculty is Hispanic.<sup>63</sup>
- The California Community College system serves 25% of America's college students. Many of these students enter unprepared for college work, are low-income, students of color, and first-generation college students.
- The average three-year degree completion rate for Associates degree-seeking students in California is 33%. The Hispanic achievement rate is 15.2%, lowest of the major ethnic groups for which data are available.<sup>64</sup>

Each college, as deemed appropriate, should address the identification and implementation of strategies and programs designed to assist students, in particular students from underrepresented populations. Potential strategies may include, but not be limited to, the following:

1. Encourage students and faculty to support, recognize and appreciate the value of co-curricular clubs and student organizations such as Puente that serve to engage students both academically and socially with college life. Many community college students, including Hispanic students, are first-generation students who benefit greatly from the guidance, mentoring, and positive role models provided by faculty and community leaders. Moreover, organizations that advocate for students encourage peer-mentoring relationships, both of which provide many benefits for mentees as well as mentors. Some community college student organizations, for example the Psi Beta honor society for psychology students, through its national diversity project, provide educationally enriching programs for students of color by connecting them with nationally recognized leaders having matching ethnic backgrounds.
2. Monitor data produced by the skills assessments administered to all incoming students and simultaneously monitor rates of student success in basic skills courses. Incoming students at each college must complete writing, mathematics, and reading assessments designed to place them into the correct level of coursework for their first semester in college. Many incoming students place into below-college English and/or mathematics courses. As pointed out under

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<sup>63</sup> Statistics provided by the CCCD Office of Human Resources.

<sup>64</sup> Lee, J. M., & Rawls, A. (2010). The College Completion Agenda: 2010 progress report. The College Board: New York, pp. 2-3.

the “Rework Basic Skills” strategic theme in this report, recent studies have found that many students who place into remedial coursework have less than desired rates of success.<sup>65</sup> The resource document from EdSource (Perry et al, 2010) suggests several strategies that colleges can use to bolster the success rates of students in basic skills coursework. One of those strategies should involve outreach efforts to the local high schools teachers, their students, and the students’ parents to encourage them to attend community college and to better prepare students for academic success upon their arrival on our doorstep.

3. The Vision 2020 Plan’s Strategic Implementation of Partnerships fits well here. The District and the three Colleges can proactively engage community leaders and the community at large to help develop stronger student support programs, to identify and invite motivational speakers and mentors to meet with and support first generation college students, low-income students, and/or students from underrepresented populations.
4. Closely monitoring the academic progress of student cohorts would be very helpful. Ethnically disaggregated measures could monitor Asian, Hispanic, and other student groups for their academic progress. The progress measures could also serve to assess the effectiveness of different support and intervention strategies. Many excellent measures are available. Each college has an office of institutional research that gathers comprehensive, systematic information on students in the K – 12 pipeline, the college’s current students, and former students who have transferred to a four-year college or university. Some of the available metrics include:
  - A. Writing, mathematics, and reading scores are available for all incoming students.<sup>66</sup> It is important to note that regardless of a student’s performance at his or her high school, all students must complete tests to assess their level of college readiness in terms of writing, reading, and mathematics skills. Students have the option of presenting their high school transcripts to college officials if they feel that will help determine the most appropriate selection of courses, but community colleges typically do not require students to submit their high school transcripts. Students do not need a high school diploma to gain admission to a community college.

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<sup>65</sup> Perry, M., Bahr, P. R., Rosin, M., & Woodward, K. M. (2010). Course-taking patterns, policies, and practices in developmental education in the California Community Colleges. A report to the California Community College Chancellor’s Office. EdSource: Mountain View, CA.



- B. High school data available to the college research offices include measures such as:
- Counts of UC and CSU eligible seniors
  - Scores on statewide achievement tests
  - Number of Advanced Placement (AP) classes and AP tests passed
  - Demographic characteristics of the students (gender and ethnicity)
  - Number and percentage of first time freshmen (under age 19) from the district's top three high school feeder districts and where they are attending public higher education (e.g., students from Huntington Beach Unified who are attending OCC, another CCC, CSU, or UC, and so on).
5. Seek grants to support the successful transitioning of high school students to the community college. Coastline College, for example, won a Title III grant because Coastline qualified as an Asian/Pacific Island serving institution. The grant's purpose is to increase the recruitment and success rate of unprepared Asian students living in the college's immediate community. Services, community and high school outreach, and a caseload management approach are being extended to as many first time college students as possible. If student progress data support the need for similar programs at other colleges, these data will be helpful in supporting the grant seeking process.

<sup>68</sup> Note that all assessment and placement instruments are approved by the California State Chancellor's Office through a research process that assures they are not biased and do not create a disproportionate impact in such as way that specific student groups are unfairly penalized.

## Appendix D

### The ARCC Reports

The California Community Colleges, through the Accountability Reporting for the California Community Colleges program, releases the annual college ARCC reports. These reports provide information that colleges can use to monitor student performance on several important outcomes. These links will bring up the reports for Coastline Community College, Golden West College, and Orange Coast College.

## Appendix E

### Trends Scans

#### District or Local Demographic and Student Success Trends

Orange County Population Racial/Ethnicity Trends (Figure 16) – Between 2010 and 2020, the county's Hispanic presence will grow from 35.9 percent to 41.6 percent. During the same period, the Asian group will increase from 16.0 percent to 17.5 percent. Whites will decrease from 44.0 percent to 36.8 percent.

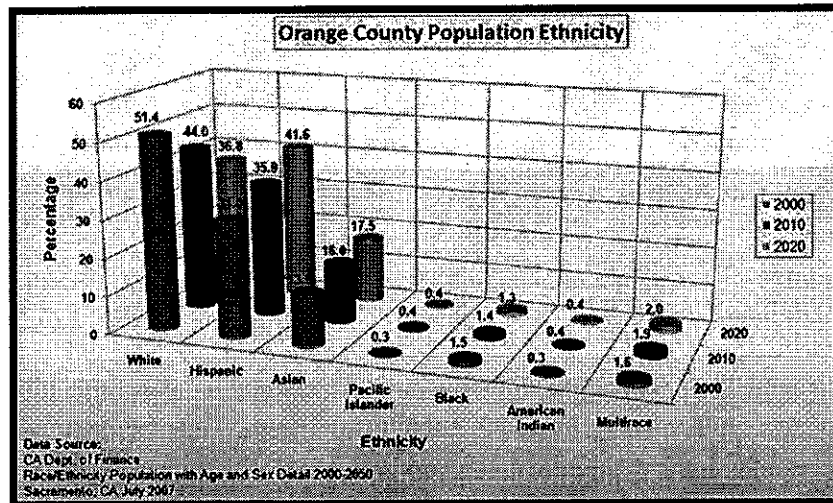


Figure 16. Race/ethnic population projections for Orange County.  
*Prepared by Stephen Webster, District Research Office.*

Student Age Trends (Figure 17) – There's been a noticeable increase in younger (24 years and under) students, accompanied by a corresponding decrease in the percentage of students who are 30 years and older.

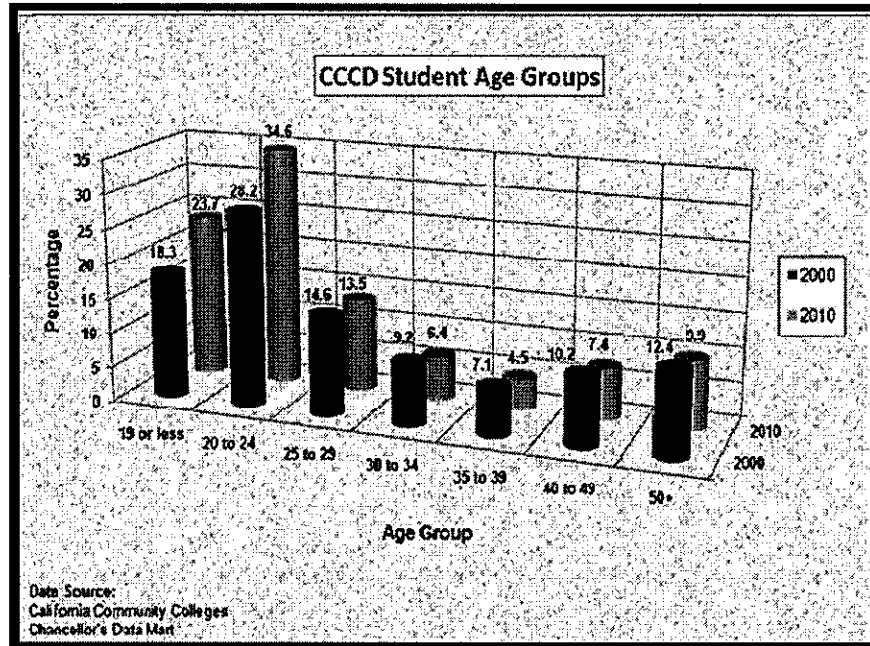


Figure 17. Students' ages across the Coast CCD. Prepared by Stephen Webster, District Research Office.

Student Gender Trends (Figure 18) – A slightly higher percentage of females, 53.3 percent, are enrolled. This percentage practically mirrors gender statistics from 2000, when females comprised 54.8 percent of the district's student population.

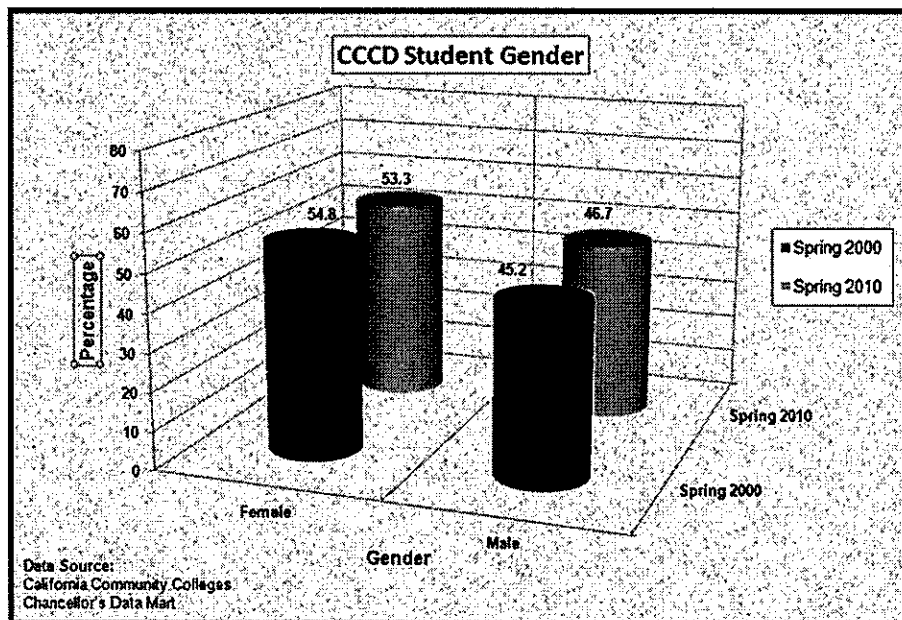


Figure 18. Gender of Coast CCD students. Prepared by Stephen Webster, District Research Office.

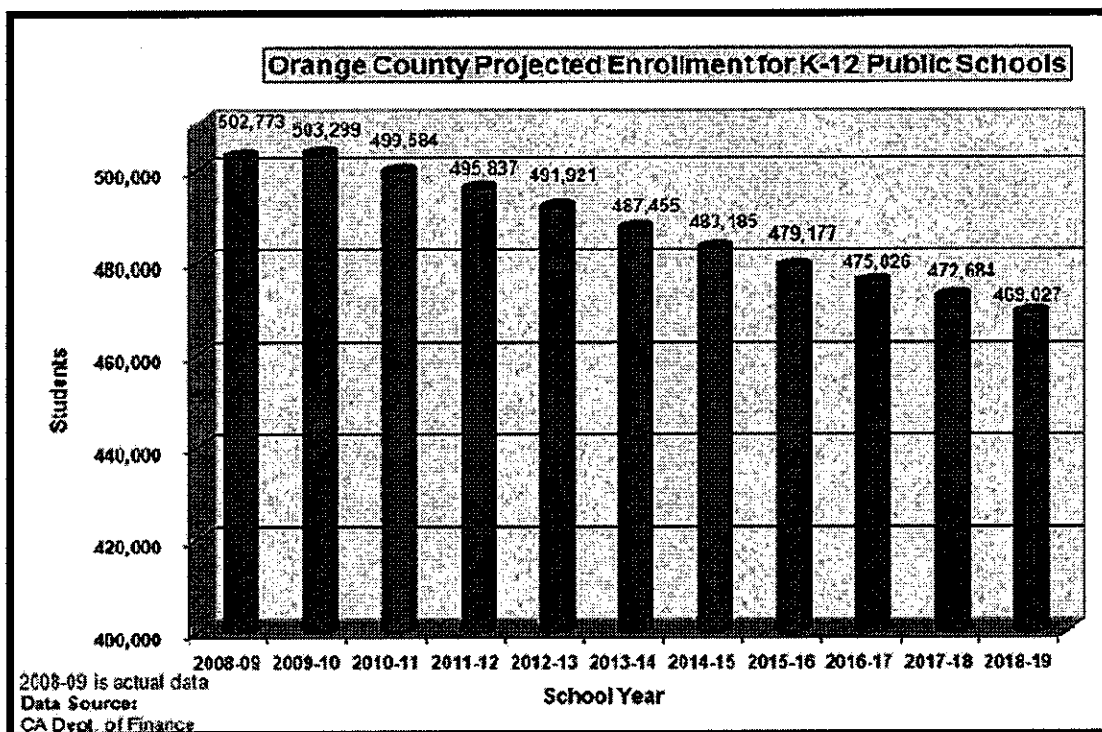


Figure 19. Projected enrollments in the K-12 pipeline. *Prepared by Stephen Webster, District Research Office.*

Predictions are for a 6.7 percent decrease in Orange County's K-12 enrollment (Figure 19). Equally important is the anticipated changes in the ethnic mix. Notice the gradual decrease in the total number of white students when moving from 12<sup>th</sup> to first grade (Figure 20), with a slight decrease in Asian students, while the number of Hispanic students remains relatively stable.

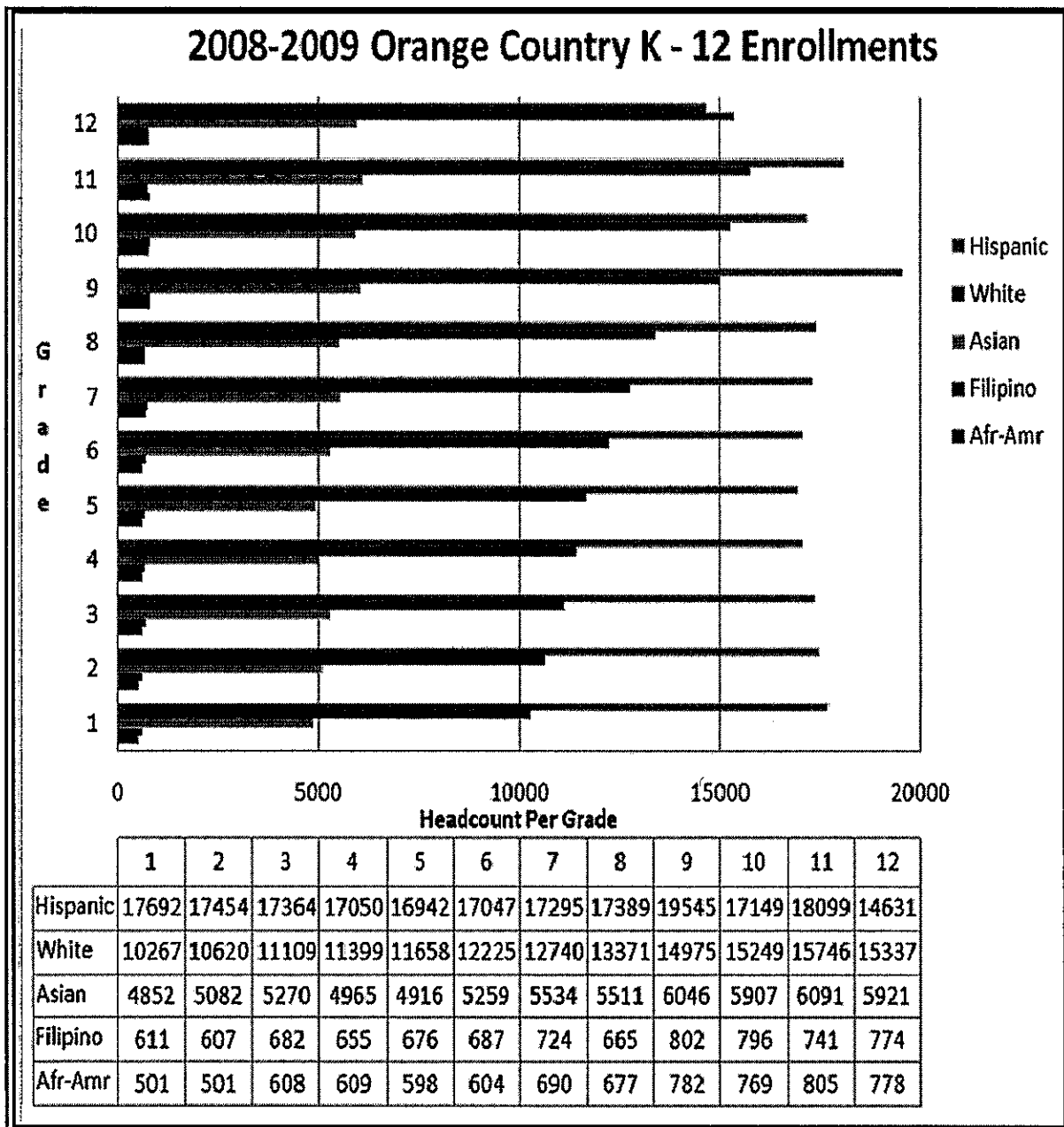
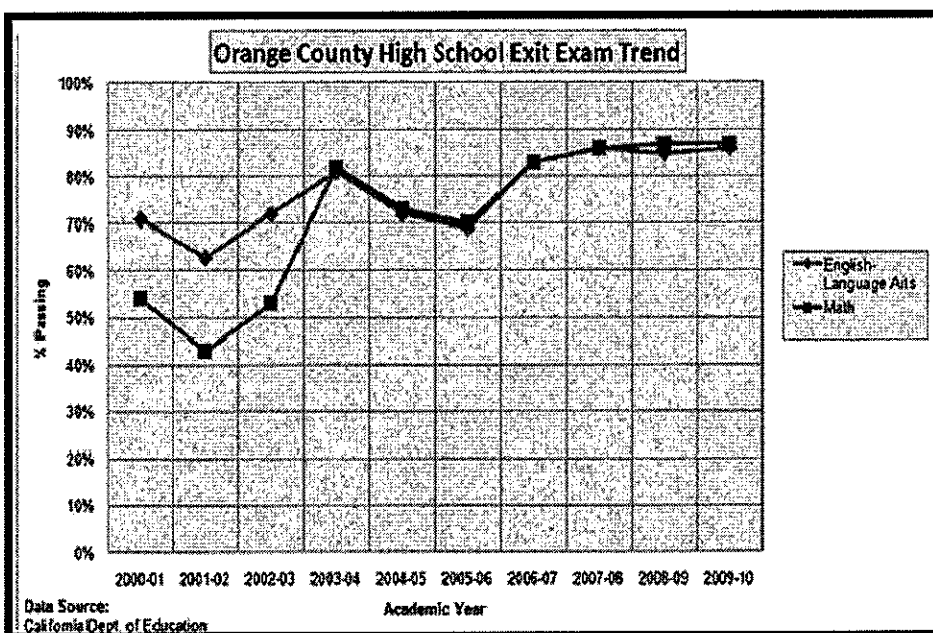
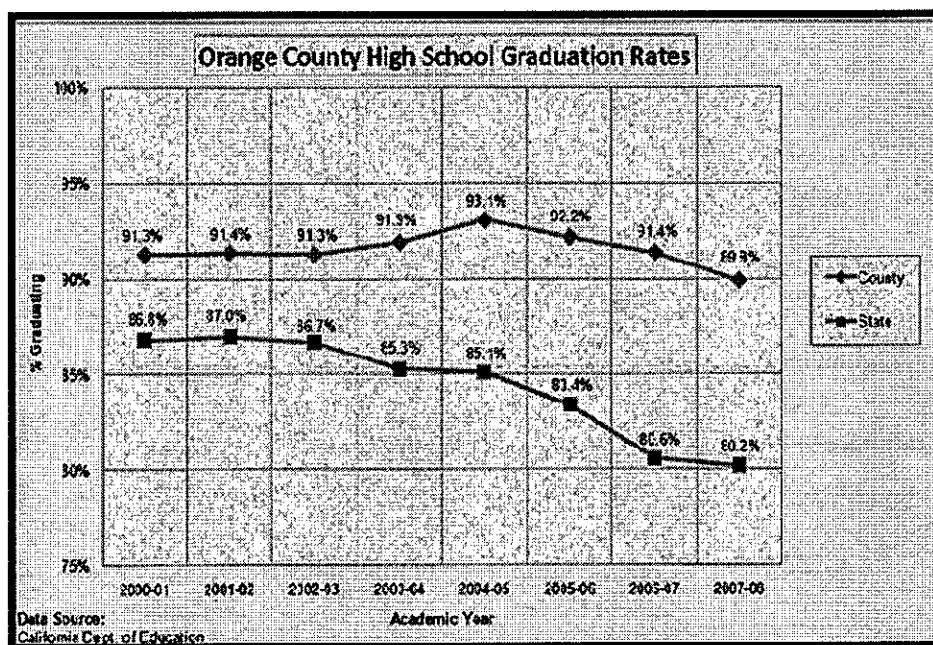


Figure 20. Projected enrollments in the K-12 pipeline. *Prepared by Stephen Webster, District Research Office.*

Orange County High School Graduation Rate and Exit Exam Trends (Figures 21 and 22) – Compared with other counties, Orange County high schools have one of the highest graduation rates in the state. Similarly, the county’s high school graduates are, on average, among the highest performers on several different proficiency measures.



Figures 21 and 22. High school graduation and exit exam trends.

*Prepared by Stephen Webster, District Research Office.*

## Local, State, and National Education, Policy, and Fiscal Trends

Flexible Education and On-Demand Support Services – Colleges that have resisted putting some of their courses online will almost certainly have to expand their online programs quickly. Many college administrators are learning from the for-profit college industry that they must start courses and certificate programs at multiple times throughout the year. In addition, students now

in elementary school are going to expect more flexibility and creativity from colleges. The movement to more convenience for students will escalate over the next decade. To some degree, those changes are already happening, and they will be amplified as time goes on. Colleges will need to be ready to offer all these options in addition to face-to-face instruction. The challenge will be to remain flexible and responsive as students' needs change. For-profit colleges are expected to capture 15 percent of students in 2020. They currently serve 7 percent of America's college students.<sup>67</sup>

Technology - Students will increasingly expect access to classes from cellular phones and other portable computing devices. They may sign up to take a course in person, and then opt to monitor class meetings online and attend whenever they want. Classroom discussions, office hours with a professor, lectures, study groups, and papers will all be online. Traditionally aged college students will expect to incorporate electronic tools to facilitate learning; rules that inhibit use of technology will frustrate them. Examples of electronic tools include voice-activated learning devices that provide math learning games, digital texts, digital tutors, and virtual reality (e.g., 3-D re-enactments of historic events). The bottom line is that students will want it all. They will expect a plethora of learning options that they can mix and match to play to their strengths.

Equity - There will be more college students who are:

- Working adults
- Low-income
- First-generation
- Students of color

According to the Lumina Foundation,<sup>68</sup> it will be impossible to reach the nation's completion and college attainment goals without increasing college success among all four of the groups listed above. Minority students will outnumber whites. With the increasing ethnic diversification of the college student population, colleges will need to pay more attention to factors that help different ethnic groups succeed, especially because the fastest-growing group (Hispanics) historically has had lower rates of college attendance.

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<sup>67</sup> Van Der Werf, M. & Sabtier, G. (2009). The college of 2020: students. Chronicle Research Services, a division of the Chronicle of Higher Education, Inc.: Washington, D.C.

<sup>68</sup> Lumina Foundation (2010). A stronger nation through higher education: How and why Americans must achieve a "big goal" for college attainment. A special Report: Lumina Foundation for Education: Indianapolis, Ind.

High School Dropouts - The nation's high-school dropout rate is alarming. California, the nation's most populous state, has the largest leakage from the graduation pipeline. One of every eight high school dropouts is from California, and 2008 data show 900 high school students are lost each school day in California. Out of every 100 California students who begin ninth grade, 66 will graduate from high school. Of these 66 high school graduates, 18 will go to a community college, 10 will return for the sophomore year, and five will graduate; 19 will enter a four-year college, and seven will graduate on time. California's community college graduation rate is 24 percent overall. The graduation rate percentages break down ethnically as follows: whites, 27 percent; African American, 13 percent; Hispanic, 18 percent; and Asian/Pacific Islander, 34 percent.<sup>69</sup>

Science, Technology, Engineering, Mathematics and Medicine - STEM<sup>2</sup> – If our educational system doesn't prepare enough students in the STEM<sup>2</sup> fields, Orange County companies needing employees with math and science skills may leave for locations that do have the needed workforce, or they will need to recruit from outside Orange County. The "Project Tomorrow" survey found that over 50 percent of middle and high school students say they "may be" or are "definitely interested" in a career involving STEM<sup>2</sup>. Yet just one in five Orange County high school students is taking upper-level math and science.<sup>70</sup>

Expect continuing focus, discussions, and legislation on strategies designed to encourage higher rates of community college-to-university transfer in the CTE/STEM<sup>2</sup> disciplines. SB 1440 is an example of such legislation. At the national level, the Committee on Prospering in the Global Economy of the 21<sup>st</sup> Century has recommended a number of scholarships and related initiatives designed to attract the nation's brightest students into the science and engineering educational pipeline.<sup>71</sup>

College Degree Completion Gap - In February 2009, President Barack Obama told a joint session of Congress: "*By 2020, America will once again have the highest proportion of college graduates in the world.*" Higher-education policymakers across the country were immediately

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<sup>69</sup> College Board (2010). The college completion agenda: 2010 progress report. College Board Advocacy & Policy Center, College Board: New York

<sup>70</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California.

<sup>71</sup> Rising Above the Gathering Storm: Energizing and Employing America for a Bright Economic Future (2009). National Academy of Sciences.



encouraged by this statement, and a variety of policy organizations quickly set out to calculate the number of degrees needed for the U.S. to meet this ambitious goal. The 2020 United States College Attainment Goal is for 60 percent of adults ages 25 to 34 to have college degrees (associate's and bachelor's). A driving force behind the president's statement are the data published annually by the Organization for Economic Cooperation and Development (OECD), which reveal that the U.S. recently ranked 10th among developed countries in the percentage of its young adults ages 25 to 34 with associate's or higher college degrees. More than 50 percent of the young adults in the leading countries (e.g., Canada, South Korea, and Japan) have earned college degrees compared with less than 40 percent in the United States.<sup>72</sup>

### **Calculating the Degree Gap for 25-to-34-Year-Olds**

When estimating the additional degrees the U.S. will need to close the gap, current degree production and population growth must first be taken into account. The following calculations show how the United States' degree gap (associate's and bachelor's) was derived.

1. The current percent of adults ages 25 to 34 with college degrees (2008) is 37.8 percent.
2. The average annual percent change from 2000 to 2008 was 0.34 percent.
3. The 2020 percentage with the average annual change applied to the 2008 base is 41.9 percent.
4. The projected number of 25-to-34-year-old adults in 2020 is 45,065,697.
5. Additional degrees that are needed to meet President Obama's goal:  $(60.0 \text{ percent} - 41.9\%) * 45,065,697 = 8,165,954$ .
6. Our current production of associate's and bachelor's degrees in 2007-08 was 2,313,233.
7. The annual percent increase needed is 4.2 percent.
8. This yields a degree gap of nearly 8.2 million: the additional number of young adults with college degrees needed to close the gap between 41.9 and 60 percent.

The United States currently produces more than 2.3 million associate's and bachelor's degrees annually (2007-08 NCES, IPEDS completions survey). To make consistent progress toward the target, using a compound interest approach, U.S. degree production needs to increase by 4.2 percent annually.

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<sup>72</sup> Kelly, P. J. (2010). Closing the college attainment gap between the U.S. and most educated countries, and the contributions to be made by the states. National Center of Higher Education Management Systems (NCHEMS).

Workforce and Industry: STEM<sup>2</sup> Majors Needed – If our educational system doesn't prepare enough students in the STEM<sup>2</sup> fields, Orange County companies needing employees with math and science skills may either leave for locations that do have the needed workforce or recruit from outside Orange County. The "Project Tomorrow" survey found that over 50 percent of middle and high school students say they "may be" or are "definitely interested" in a career involving STEM<sup>2</sup>. Yet just one in five Orange County high school students is taking upper-level math and science.<sup>73</sup>

Most economists agree there is a fundamental, long-term change in job-generating patterns in Orange County. Many lost jobs are gone forever and will not return. Orange County's unemployment rate is 9.6 percent, matching the national rate. Orange County workers need to obtain jobs in industries that are growing and have a future. About three-fourths of all Orange County jobs are in clusters. Clusters are geographic concentrations of interconnected companies, suppliers, service providers, and so on in a given field. Familiarity with Orange County's industrial clusters will help determine where the colleges can best meet key educational needs. Orange County workforce indicators should be monitored carefully to assess the educational and training needs of local employers and employees.<sup>65</sup>

The average age of college students will increase as people return to college again and again to get more credentials, to advance careers, and to change careers. Some call this a kind of "educational stacking" that students will seek.

Many boomers are finding themselves needing to delay retirement, thereby delaying job opportunities for younger residents. Due to unemployment and having to work in survival jobs paying lower wages, many of "today's younger workers are experiencing a lower quality of life than their parents did; this will be a severe challenge to Orange County's future."<sup>65</sup> (p. 47).

Basic Skills - The basic (developmental and remedial) skills courses and programs offered in California's community colleges need rethinking. A study released by EdSource<sup>74</sup> in 2010 found that about two-thirds of students who began in fall 2008 and before spring 2009 enrolled in a

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<sup>73</sup> Orange County Workforce Investment Board (2010). Orange County workforce indicators 2010-11. Orange County Business Council: California.

<sup>74</sup> Perry, M., Bahr, P. R., Rosin, M., & Woodward, K. M. (2010). Course-taking patterns, policies, and practices in developmental education in the California Community Colleges. A report to the California Community College Chancellor's Office. EdSource: Mountain View, Calif.

remedial mathematics or writing course neither transferred nor completed any type of credential or certificate. This finding supports a growing national consensus that current approaches to developmental education are not producing the results they should, especially given the investments being made by states and local campuses. This is a huge concern since about 25 percent of America's community college students are served by the California Community College system; many of these students enter unprepared for college work or are low-income, students of color, or first-generation college students. This and many other studies indicate improvement can come about through three strategies:

- Reducing the number of students who need developmental education,
- Creating conditions to help students be more successful in basic skills courses, and
- Accelerating the rate at which students complete basic skills courses.

## **Appendix F**

### **Vision 2020 District-Wide Goals Derived from the Strategic Themes**

The Accrediting Commission for Community and Junior Colleges (ACCJC) trains visiting teams, especially team members assigned to Standard I, to look for an alignment between district goals and college goals. Because of this, the following district-wide goals were derived from the Vision 2020 Master Plan's strategic themes. Framing the strategic themes as district-wide goals may serve to facilitate alignment of the college plans to the Vision 2020 Plan. In preparing the following list of district-wide goals, the Steering Committee fully acknowledges that the Coast Colleges, not the district, have the responsibility of addressing goals in order to comply with the accreditation standards. The district-wide goals, again, were derived directly from the Vision 2020 Master Plan's strategic themes and are meant to provide general direction to the three colleges' master-planning processes. It is anticipated that the goals set in the colleges' master plans will, to some extent, align with the district-wide goals.

### **Vision 2020 District-wide Goals**

District-wide goal No. 1: The District will support and encourage the colleges' efforts to increase certificate and degree completion, and transfer with competence.

District-wide goal No. 2: The District will support and encourage the colleges' efforts to assure that students have or acquire adequate levels of math, language, and other skills necessary to be successful in the programs offered by the Coast Colleges.

District-wide goal No. 3: STEM<sup>2</sup>: The District will support and encourage the colleges' efforts to create integrated strategies in support of enhanced STEM<sup>2</sup> certificates and degrees.

District-wide goal No. 4: The District will support and encourage the colleges' efforts to take a leadership role in developing the region's Career and Technical Education (CTE) and Creative Arts skills and workforce.

## **Vision 2020 Master Plan**

District-wide goal No. 5: The District will support and encourage the Colleges' efforts to become one of America's community college leaders in promoting Global/International Education.

District-wide Goal No. 6: The District will support the colleges' efforts to encourage and increase diversity – social, ethnic, racial, talent, and economic.

### **Vision 2020 Master Plan Implementation Goals**

District-wide plan implementation goal No. 1: The District will encourage and support proactive and purposeful cooperation and collaboration within and between the colleges.

District-wide plan implementation goal No. 2: The District will encourage the colleges, through their respective master-planning processes and subsequent master plans, to identify strategies and metrics that align with the six district-wide goals.

District-wide plan implementation goal No. 3: The District will encourage and support the colleges' efforts to form partnerships with strategic partners having shared goals.

District-wide plan implementation goal No. 4: The District will encourage and support efforts to bring together the technological expertise of the Coast Colleges to facilitate improved day-to-day operations and innovations in content delivery, student performance early-warning systems, individualized educational planning, and expanded 24/7 services.

District-wide plan implementation goal No.5: The District will encourage and support the colleges' efforts to attain environmental and Cost-to-Operate (CTO) sustainability for all Coast College programs and services.

District-wide plan implementation goal No. 6: The District will encourage and support the colleges' efforts to cultivate a culture of inquiry and accountability through evidence.

## Appendix G

### **Examples of Good Practices and Conditions from the Wabash National Study<sup>75</sup>**

Students who made significantly greater progress have faculty and staff who...

1. Have a genuine interest in teaching and are interested in helping students grow in more than just academic areas.
2. Provide timely feedback.
3. Check to see if students learned the material before moving on to new material.
4. Design clear explanations of their course or program goals and requirements.
5. Develop organized classes and presentations.
6. Provide clear explanations of course goals and requirements.
7. Engage in high-quality, non-classroom interactions that influence students' growth, values, careers aspirations, and interest in ideas.
8. Ensure that students work hard to prepare for their classes and are required to read and write a substantial amount of material.
9. Challenge students to analyze and synthesize information and make judgments about ideas, experiences, and theories.
10. Ask students to integrate ideas and information from different sources and to include diverse perspectives in their work.
11. Ask students to examine the strengths and weakness of their ideas and to understand someone else's view by imagining how an issue looks from his or her perspective.

For a complete list of the effective practices and conditions see  
<http://www.liberalarts.wabash.edu/study-research/>.

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<sup>75</sup> Blaich, C, & Wise, K. (2011). From Gathering to using Assessment Results: Lessons from the Wabash National Study. National Institute for Learning Outcomes Assessment (NILOA). University of Illinois at Urbana-Champaign, Ill.

## **Appendix H**

### **The Supplemental Plans**

Aside from the planning work conducted by the Vision 2020 Steering Committee, four focus groups were held in November 2010 to produce the following supplemental district plans for Facilities, Technology, Finance, and Human Resources.

#### **Appendix H.1 - Vision 2020 Supplemental Report: Human Resources & Staffing**

##### *Contents*

Vision for the Human Resources and Staffing Plan

Planning Process and Participants

Guiding Principles

Internal and External Factors Associated with Staffing

Strategies

- Organizational Reviews
- Hiring Process to Address the Contingency
- Vacancies Prioritization Criteria
- Hiring Process Redevelopment
- Professional Development

Staffing Plan – First Steps: 2011-2014 – Planning Table

## **Vision for Human Resources and Staffing**

The central guiding principle and goal of Vision 2020 is student success. An effective Human Resources component of the Vision 2020 Plan will play a major role in making student success a reality. Considerable thought has gone into strategies that will attract, develop, and retain the human talent necessary to meet the collective vision of the Coast Colleges. At the same time, we are faced with unprecedented fiscal challenges brought about by a rapidly changing world and unrelenting competitive pressures. What will it take to engage and empower a talented, committed workforce focused on student success while simultaneously meeting the fiscal challenges imposed upon us? This is the context in which the district-wide Human Resources focus group worked to prepare this preliminary analysis and plan.

The Vision 2020 Staffing Plan focus group developed the following vision for the Coast workforce of the future. Some factors envision the kind of employee who will best fit the collective vision; others identify qualities of the District that will attract and retain employees.

### **Vision for Attracting Future Talent – Factors to Consider**

- Seek people who can think outside the box.
- Possibly reduce the constraints in the recruitment/hiring process to allow/encourage the applicant's personality to emerge.
- Focus on professional growth opportunities and inspiring individuals to seek professional growth, thereby helping all employees to become even more valuable assets to the Coast Colleges.
- Identify, recognize, and encourage positive informal leadership.
- Provide cutting-edge processes, tools, and equipment to meet the working needs of the next generation of working adults who will increasingly be "digital natives."
- Apply mentoring and coaching strategies to develop team players who seek ways to profit from partnerships.
- Encourage employees to be passionate about the college mission and purpose.
- Facilitate effective problem-solving.
- Encourage an adaptive, flexible, and motivated staff.
- Engender thinking, curious employees who keep up with their profession and are well read.



## Vision 2020 Master Plan

- Seek to recognize, encourage, model, and teach good communication skills.
- When considering new hires, recognize and encourage diversity in terms of experiences outside the community college system.
- Seek staff diversity in terms of culture, experience, and racial/ethnic background.
- Be an organization that values diversity by demonstrating a strong commitment to diversity in hiring.

### **Planning Process and Participants**

Aside from the planning work conducted by the Vision 2020 Steering Committee, a Human Resources focus group met in November 2010. Its charge was to provide input for a supplemental district plan for Staffing. Dr. William Craft and Dr. Kathleen Guy of the Eaton Cummings Group facilitated the focus group. Participants included a wide range of leaders from each of the three colleges and the district:

Deborah Hirsh, Vice Chancellor, Human Resources

Cheryl Babler, Vice President of Instruction, CCC

Joyce Bishop, Faculty, GWC

Wes Bryan, President, GWC

Julie Clevenger, Classified Council, OCC

Laury Francis, Personnel Director, OCC

Nancy Jones, Academic Senate President, CCC

Carolyn Loy, Personnel Director, CCC

Dean Mancina, President, CFE/AFT (Full-time faculty union)

Connie Marten, CFCE Chief Negotiator

Ann Nicholson, President, CFCE (Classified union)

Barbara Price, President, CCA/CTA/NEA (Part-time faculty union)

Crystal Crane, Personnel Director, GWC

Donna Waldfogel, Administrative Director, Human Resources

John Dale, Librarian, OCC

Theresa Lavarini, Academic Senate President, GWC

## Guiding Principles

The following principles helped to guide the focus group's thinking and planning:

- We need to embrace student-centered professional development as a primary component of professional development.
- We need to be open to new and innovative approaches to human resources.
- We must clarify the Coast Colleges' future hiring needs.
- It is important to nurture talent from within and effectively identify talent from outside.
- We need to continue to market the Coast Colleges well.
- We should preserve what makes the Coast Colleges attractive.
- The plan should reflect the qualities we consider important in the future work force.
- We need to recruit practicing professionals, especially for the CTE, STEM<sup>2</sup>, and Creative Arts disciplines.
- We must seek opportunities to partner with industry in unique and new ways.

## Internal and External Factors and Trends Associated with Staffing

It is essential to have an effective, dynamic Master Staffing Plan, a plan designed to grow and adjust as our vision takes shape over the next several years. The plan was developed in light of an internal and external review to understand the current realities and factors that will influence staffing. The following sections help frame those realities.

**Fiscal crisis and the need for reorganization to optimize limited human resources** - Ever since the protracted state budget crisis began in 2008, the District has been forced to cut staff, both certificated and classified, to balance the budget. Table H.1 provides historical CCCD staffing trends since 1987. As will be discussed in a later section, full-time faculty has been cut substantially. Each of the colleges' staffing plans will address restoring full-time faculty to a healthy level. The method for cutting faculty has simply been to leave vacancies open wherever they occur, not to fill them. Similarly, classified staff and management have also declined primarily through voluntary attrition and largely have not been replaced. Consequently, many departments throughout the district are operating with inadequate staffing. The severity of the budget crisis has, in effect, put the district in a crisis management mode that challenges us to thoughtfully consider and plan for a reorganization that seeks efficiencies and consolidation of

## Vision 2020 Master Plan

services to meet the needs of operating successfully with fewer resources.

Year	FT Faculty	Cert. Mgrs	CLASSIFIED MANAGERS	CLASSIFIED STAFF	CONFIDENTIAL	PT FACULTY
1987	596	72	93	735	9	1081
1988	581	67	86	661	13	1398
1989	596	65	88	670	9	1519
1990	606	69	93	728	9	1482
1991	630	69	89	742	9	1304
1992	622	71	95	747	9	884
1993	593	72	94	724	9	889
1994	586	73	94	714	9	1232
1995	551	61	88	708	9	934
1996	542	65	86	709	9	988
1997	537	66	81	699	9	905
1998	559	62	75	701	9	1252
1999	548	60	79	729	9	1009
2000	550	61	88	749	9	1009
2001	567	59	100	781	9	1111
2002	568	57	103	796	9	1078
2003	512	47	105	744	13	831
2004	491	47	105	763	14	895
2005	471	46	100	769	14	1052
2006	491	47	98	775	14	1177
2007	500	46	91	795	14	1029
2008	499	48	94	803	14	867
2009	482	48	97	802	14	1014
2010	428	40	83	759	11	962
Percentage	0.72	0.56	0.89	1.03	1.22	0.89
% change	-27%	-44%	-11%	+3%	+22%	-11%

Table H1.1. Historical CCCD staffing trends. The percentage change refers to 2010 counts in reference to 1987 counts.

### Characteristics that attract and help retain talent at Coast Community College District -

The district's colleges have many features that attract talent, including:

- Strong sense of institutional mission and purpose.
- The life-changing education that can be obtained.

## Vision 2020 Master Plan

- Family atmosphere/culture.
- Institutional reputation.
- Opportunity to practice skills and use education and training.
- Flexibility in role and encouragement to evolve and grow in one's career.
- The people with whom we work.
- Support – the encouragement, training, and other professional development that is provided.
- Full-time employment.
- Good pay and benefits.
- Location, including the community and warm climate.
- Administrative support.

**Inputs that drive HR planning** – The Coast Colleges' staffing plan endeavors to incorporate many, varying inputs that enable the most efficient allocation of human resources while simultaneously focusing on effectiveness to ensure student success. This dual-outcome process is anticipated to become increasingly challenging in the next decade. Fiscal realities combined with the pressures of globalization and changing U.S. demographics require that, as a district, we adapt quickly to an ever-changing environment. The purpose of this plan is to provide a decision-making framework and baseline to help us realize our vision for the Coast Colleges workforce of the future while simultaneously adapting to the changing environment.

**The budget cycle** - Coast Community College District's staffing plan must operate within the fiscal parameters of California's state budget cycle. This cycle occurs annually and is a year-long process. In the fall semester, the District begins projecting costs and revenues for the next fiscal year that begins on July 1. As part of this preliminary work, the District must anticipate projected growth and state cost-of-living adjustment. The governor releases the initial state budget in January, which includes education funding with any additional deficits or reductions. The District then creates a preliminary budget for the upcoming fiscal year based on the previous year's census data, anticipated enrollment growth, and expenses. Firm numbers are available in the spring, which then allows the District to recalculate its formula from the prior fiscal year.

The "May Revise" is issued as an update to the initial January draft budget in May of each year. This includes any changes to the anticipated COLA or reductions based on state revenues.

The Board of Trustees of each community college district must adopt an initial budget for the ensuing fiscal year. This budget will include projected numbers from the May Revise. The budget must include projected expenses and Board-established reserves and must be balanced. The state legislature normally approves a budget between June and September. Once the state budget is finalized and approved, the District makes final adjustments to the new fiscal year budget.

**Statutory/Regulatory Obligations** - The Coast District operates within the dictates of federal and state laws and regulations. The District emphasizes complete compliance with state laws, including the Education, Government and Labor Codes, and various applicable titles within the California Code of Regulations. Furthermore, the District must adhere to specific federal laws. Some specific compliance provisions include:

1. The 50% Law

California Education Code 84362 requires a minimum of fifty (50) percent of a community college district's current education costs be spent during each fiscal year for salaries of classroom instructors. This Education Code section is commonly referred to as the "50% Law."

Title 5 of the California Code of Regulations further clarifies the meaning of Education Code Section 84362. Specifically, Title 5, Section 59204, states that the salaries of classroom instructors are interpreted as the portion of salaries paid for the purpose of instruction of students by full-time and part-time instructors employed by the District and all salaries paid to classified district employees who are assigned the basic title of "instructional aide" and/or appropriate title that includes classroom tasks and support. Additionally, the California Community College Budget and Accounting Manual (2000 edition) permits community colleges to include the appropriate share of benefits provided to instructors and instructional aides in computing the 50% Law.

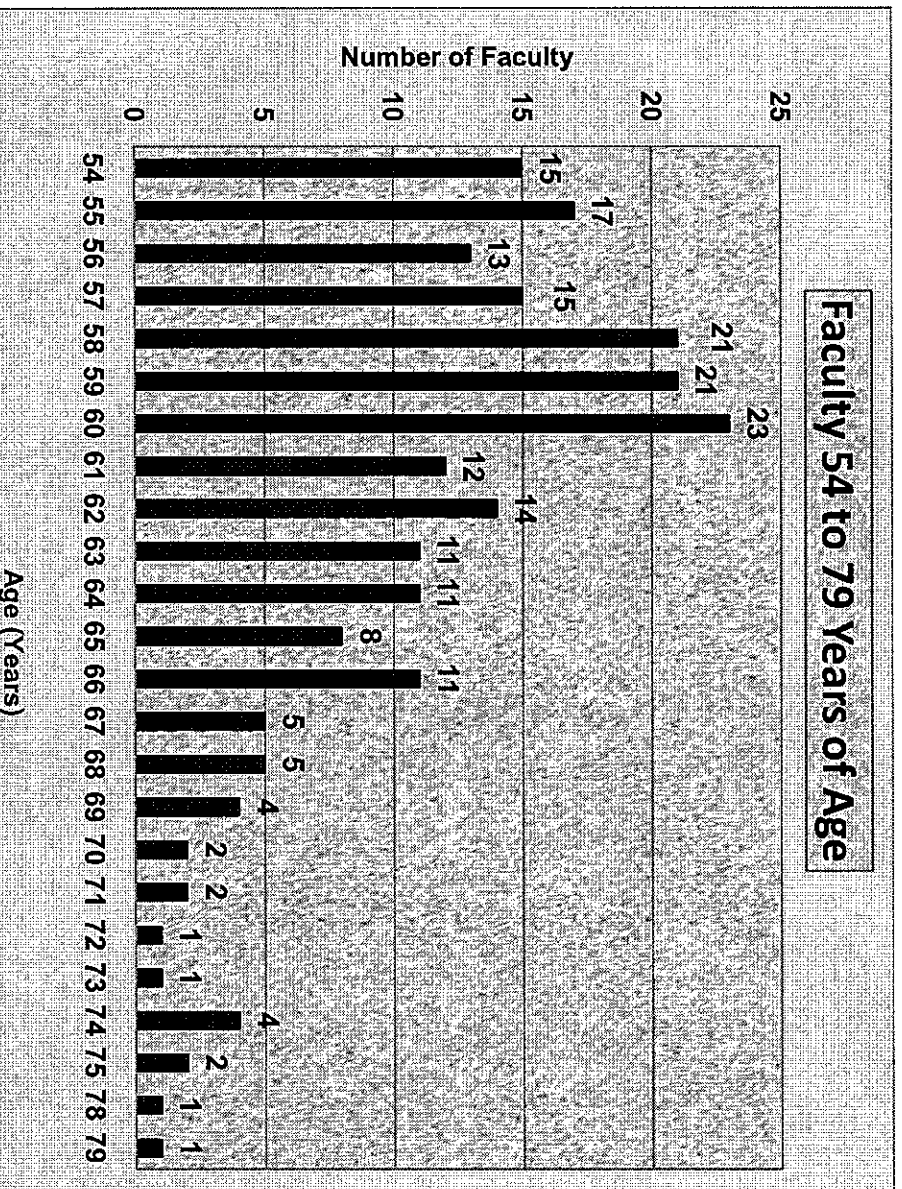
This staffing plan endeavors to provide a framework by which the District continuously monitors and enhances its percentage of current expense of education specifically expended on classroom instructors. With a focus on increasing the percentage of expenses directly applied to the teaching of students by instructors, the District also seeks to enhance its complement of classroom-related, full-time/part-time faculty and instructional related classified staff.

Remaining in compliance with the 50% law over the next decade will continue to be a challenge as it has in recent years. For instance, in the most recent two budget years, the District has

been right at the 50% calculation, or only slightly over, leaving little margin for error. See the table below for the 50% calculation for the past five years:

Year	50% Calculation
2010	50.53%
2009	50.06%
2008	50.58%
2007	50.16%
2006	50.08%

A reduction of classified staff over the last two fiscal years as the result of volunteer separation programs is expected to contribute to the calculation, because classified staff that are not involved in instruction reduce the percentage of District expenses paid for non-instructional work. However, with a state mandated reduction to District workload by 10% for the 2010-2011 budget year, the reductions on the classified side may not be sufficient to counteract the reductions on the academic side of the equation. Furthermore, 118 of our 428 full-time faculty, or almost 28%, are 60 years old or older. See the following table for age demographics of Coast's full-time faculty:



The impending retirement of such a large percentage of full-time faculty over the next several years will put pressure on the District's ability to stay in compliance with the 50% law. As faculty at the higher ranges on the salary schedule retire, they will be replaced with new faculty at lower pay, thus reducing the overall expenditures for instruction and potentially creating an adverse affect for the 50% calculation. The District and it colleges will need to ensure an aggressive campaign to identify full-time faculty vacancies with sufficient time to hire new faculty to replace those who will be retiring, as well as hiring sufficient faculty to remain within the FON if/when the FON returns to its normal level of 443 (see next section). A recently negotiated full-time faculty early notification of retirement program will be a useful tool that will aid the colleges in having sufficient notice to formulate hiring committees for timely replacements for those who retire.

## 2. Full-time faculty obligations (FON)

California Code of Regulations Section 51025 requires community college districts, when adequately funded (which is precisely defined), to maintain 75% of its instructional work-force calculated by Full-time equivalent (FTEF) be full-time faculty. The State Chancellor's office tracks each district's status/progress towards this ratio and specifies annual improvement targets (called the "Faculty Obligation Number" or "FON") when districts fall short of the 72/25 calculation. Not meeting targets in the presence of adequate funding and failing to appropriately apply program improvement allocations to the hiring of new faculty as warranted, results in a reduction of revenue in the current fiscal year by an amount equal to the average replacement cost for the prior fiscal year times the deficiency in the number or percentage equivalent of full-time faculty.

Over the last three years, adequate funding was not provided, and all California community college districts were held harmless on a "frozen" FON number as long as the FON (or the actual 75/25 percentage) did not drop from this frozen number/percentage. It is unknown at what point the economy and funding scenario will improve sufficiently to unfreeze FON progress expectations. CCCD has been obligated to maintain an FON of 412.4 since the fall of 2008 while actual faculty numbers (reported) have fallen from 484.7 down to 428.8 since 2008. See below for specific information on trends. These numbers compare to an all-time high full-time faculty count of 630 in 1991 and a 27% decline from the 1987 baseline number (see below) of 596. If the FON were to be unfrozen, it would increase to 443.4 + an adjustment for any funded growth in the Coast District.

Historically, the Coast District has employed a significant number of full-time faculty above the FON in order to staff each department at each college adequately. Currently, even though we are

above the FON, many transfer and vocational departments have zero or one full-time faculty member. While the nature of some of our programs may necessitate a small department, at our current levels, there are too many departments that are understaffed. A continuing priority must be to ensure adequate staffing by full-time faculty for all departments.

	Full-Time Faculty	Fiscal Final Full-time Obligation	Fiscal Reported FTE
Fall 2001	567	456.4	542.8
Fall 2002	568	464.4	555.2
Fall 2003	512	468.4	520.9
Fall 2004	491	447.4	477.2
Fall 2005	471	454.4	459.6
Fall 2006	491	404.4	476.2
Fall 2007	500	406.4	477.8
Fall 2008	499	412.4	484.7
Fall 2009	482	412.4	470.3
Fall 2010	432	412.4	428.8

Table H1.2. Faculty Obligation Number Trends. Source: CCCD Office of Human Resources.

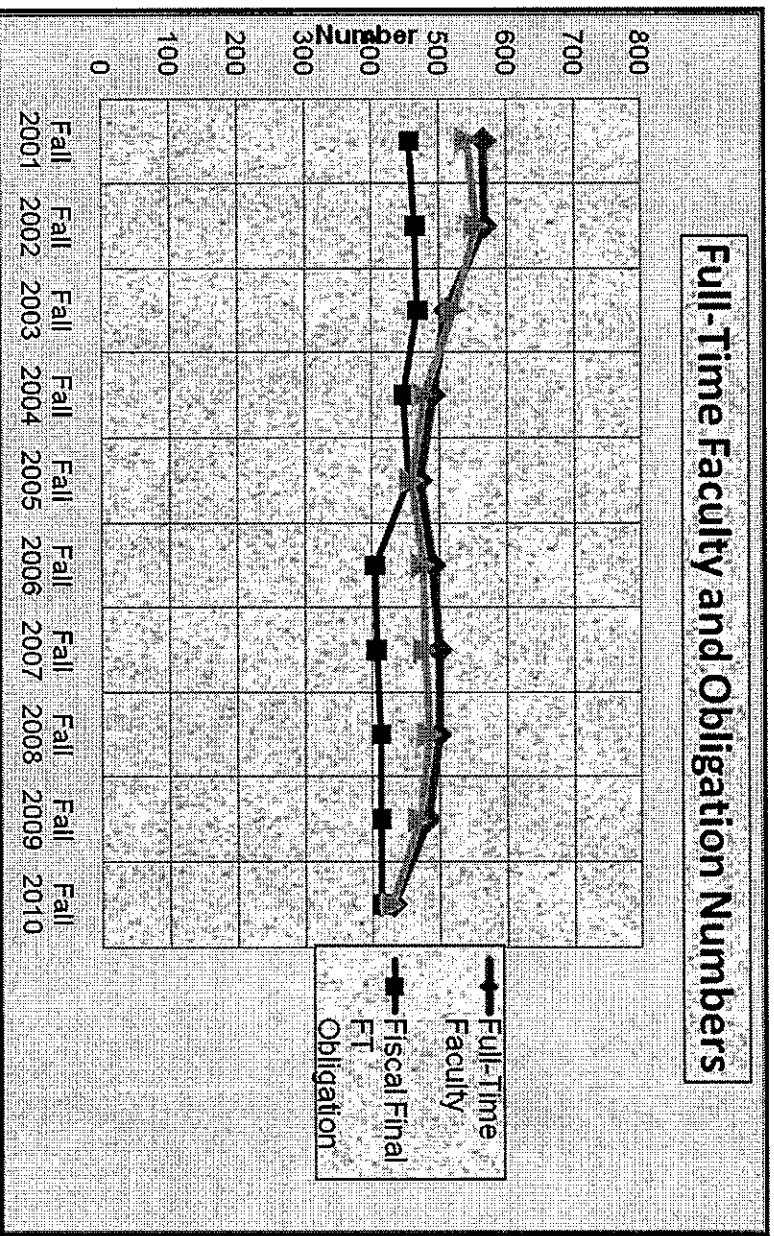


Figure H1.1. Full-time faculty obligation numbers between 2001 and 2010. Source: CCCD Office of Human Resources.



## Vision 2020 Master Plan

	2010	2009	2008	2007	2006	2005	2004	2003	2002
1. F.T. FTEF	428.8	470.3	484.7	477.8	476.2	459.6	477.2	520.9	555.2
2. P.T. FTEF	310.3	289.4	303.6	309.0	311.3	290.1	247.3	183.3	245.7
3. Total FTEF (1+2)	739.1	759.7	788.3	786.8	787.5	749.7	724.5	704.2	800.9
4. % of FTEF to FT (1/3)	58.0%	61.9%	61.5%	60.7%	60.5%	61.3%	65.9%	74.0%	69.3%
5. State FT Obligation	412.4	412.4	412.4	406.4	404.4	454.4	447.4	468.4	464.4
Difference of Obligation (1 minus 5)	16.4	57.9	72.3	71.4	71.8	5.2	29.8	52.5	90.8

Table H1.3. Full-Time Faculty Obligation, fall 2002 through fall 2010. Source: CCCD Office of Human Resources

### District Employee Demographics

#### Diversity

As is clearly identifiable in Table H1.4 below, the diversity of the Coast workforce is not reflective of the student population we serve. For instance, almost 20% of our student population is Hispanic, while only slightly over 11% of our full-time faculty, 8% of our part-time faculty and 6% of our educational administrators are Hispanic. A similar discrepancy exists for our Asian student population. While 25% of our students are Asian, only 8% of our full-time faculty, 11% of our part-time faculty and 10% of our educational administrators are Asian. It is clear that increasing the diversity of our employees who serve our students is an important goal to optimize our service to our students. Having our employee diversity that mirrors our student population will provide positive role models and an increased understanding of the multi-cultural realities that our students experience.

# Vision 2020 Master Plan

Educational Administrators											
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	1	1	3	0	0	39	1	0	18	32	50
10.00%	2.00%	2.00%	6.00%	0.00%	0.00%	78.00%	2.00%	0.00%	36.00%	64.00%	
Tenured/Tenure Track Faculty											
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
34	16	1	49	3	2	313	14	0	229	203	432
7.87%	3.70%	0.23%	11.34%	0.69%	0.46%	72.45%	3.24%	0.00%	53.01%	46.99%	
Part-Time Faculty											
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
122	15	7	89	4	4	795	29	1	544	522	1,066
11.44%	1.41%	0.66%	8.35%	0.38%	0.38%	74.58%	2.72%	0.09%	51.03%	48.97%	
Classified Management											
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	4	1	8	0	0	61	2	1	45	37	82
6.1%	4.88%	1.22%	9.76%	0.00%	0.00%	74.39%	2.44%	1.22%	54.88%	45.12%	
Classified Support											
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
142	17	15	171	2	10	372	34	4	471	296	767
18.51%	2.22%	1.96%	22.29%	0.26%	1.30%	48.50%	4.43%	0.52%	61.41%	38.59%	

Table H1.4. Diversity report for Fall 2010. Source: CCCD Office of Human Resources.

## Aging of the Workforce and the Need to Develop Succession Planning

As we have a statutory obligation to meet our FON, both at the reduced level of 412.4 now and returning to the 443.4 when fiscal conditions improve, we need to consider the demographics of our full-time faculty in order to plan for the orderly replacement of those who retire.

Optimally, at least six months is needed to recruit faculty. The challenge of replacing full-time faculty is further exacerbated by large drops in full-time faculty in recent years and the fact that many academic departments/disciplines throughout our district have only one full-time faculty member. That person cannot adequately serve on the high number of faculty selection committees that would be needed if many faculty were to retire in any one year. Over half of our full-time faculty will be over the age of 55, and more than 96 will have reached the age of 62, the

normal STRS retirement age, by June 2012. The age data of full-time faculty nearing retirement age are shown in Figure H1.2. These are alarming numbers, and we are not prepared at this time to address the challenges of planning and assembling the faculty selection committees we will need.

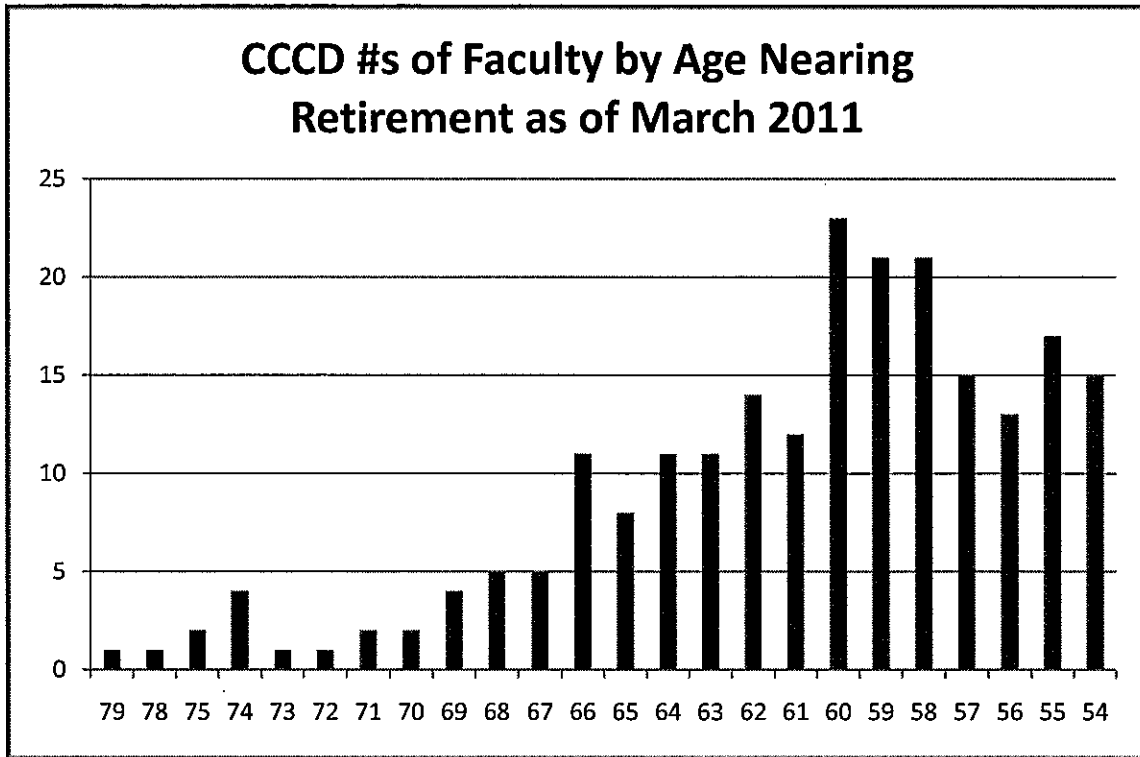


Figure H1.2. The age distribution of the senior faculty working within the Coast District.  
Source: CCCD Office of Human Resources.

## STRATEGIES

**Organizational reviews** – As mentioned earlier, the severity of the budget crisis has, in effect, put the District in a crisis-management mode, challenging us to thoughtfully consider and plan for a reorganization that seeks efficiencies and consolidation of services to meet the need of operating successfully with fewer resources. To address this need, the Presidents' Council was directed to conduct an extensive organizational review. The review will examine the structures and functions of each organization in order to optimize 1) service to students, 2) improve processes, and 3) control costs. This work has been initiated and is ongoing.

**Hiring process to address the contingency** - A stopgap measure is in place to address the immediate staffing needs in a hiring-freeze environment while the District and colleges develop

their respective reorganization plans. The District has initiated a systematic, Board-approved process to review attrition and identify and prioritize critical positions to be replaced. This process includes consideration of whether each position should be restricted to in-house recruitment or authorized to include applicants from outside. The District maintains the goal to minimize involuntary separations and layoffs. To that end, the District seeks internal transfers of qualified individuals from reduced positions into vacant positions that have not been eliminated and have been identified for fill.

Borrowing from promising practices, the District may further refine this process and develop a Vacancies Prioritization Criteria rubric. An example of a rubric in place at Imperial Valley College is presented below.

**Vacancies prioritization criteria**

1. Funding source
2. Justification/criticality
  - a. Position is unique for the department or program
  - b. Regulatory to department or program
  - c. Number of students program served
  - d. Critical function to success of district
  - e. Position affects transfer/graduation rate(s)
  - f. Position affects instruction
3. The impact of not filling the position
4. Workload distribution alternatives

**Hiring process redevelopment** - A district-wide, shared-governance Hiring task force was assembled in 2010 to review and develop Board policies and associated procedures for the hiring of District personnel. Different sets of procedures are being developed for managers, faculty, and classified staff. While these procedures are necessarily precise and prescriptive to ensure equity and fairness to all, the task force has expressed an interest in exploring more state-of-the-art processes to help us meet our goals for the Coast District workforce of the future. Modern processes such as authentic assessment, including the use of scenario role playing, have been mentioned for further consideration.

**Professional development** - Although the budget has never looked worse, the District must maintain and increase its investment in professional development to reach its goals and maintain

its commitment to its people. Besides contractually provided resources for staff development and the staff development conducted at each college, the District will consider the creation and implementation of a staff-development Web portal. This portal could provide features such as:

- A centralized location where individual employees can keep track of all their training
- Staff development resources for employees:
  - Recommended reading lists
  - Self-tests
  - Web-delivered staff development
- Announcements of special staff development opportunities
- Suggested staff development for each job classification
- Career planning tools

**Next steps to consider**

- Further investigate ways to attract, develop, and retain talent
- Embrace student-centered professional development as a district priority
- Develop a vision of the Coast Colleges workforce of tomorrow—full time, part-time, cooperative ventures with individuals and organizations outside of the colleges
- Review current hiring processes to broaden the eligible talent pool
- Explore less restrictive interview procedures so candidates' personalities can be assessed for a more accurate fit with the position

### Staffing Plan – First Steps: 2011-2014

GOALS	OBJECTIVES	Leader	Milestones/ Timeline
Operate successfully with fewer resources.	Conduct organizational reviews that examine structure and function of each organization to optimize <ul style="list-style-type: none"> <li>• Service to students</li> <li>• Improve processes</li> <li>• Control costs</li> </ul>	Chancellor, with assistance of Vice Chancellor HR and College Presidents	Beginning in Spring 2011 and extending as long as necessary
Meet immediate staffing needs within the hiring freeze environment.	<ul style="list-style-type: none"> <li>• Identify critical replacement positions.</li> <li>• Minimize involuntary separations and lay-offs.</li> <li>• Develop a vacancies prioritization rubric similar to Imperial Valley College.</li> </ul>	Chancellor with assistance of Vice Chancellor HR and College Presidents	
Redevelop the hiring process.	<ul style="list-style-type: none"> <li>• Develop different procedures for managers, faculty, and classified staff.</li> <li>• Explore state-of-art processes with the future in mind.</li> </ul>	Vice Chancellor HR	2011-2012 school year
Develop a professional development plan.	Create a staff-development task force that can explore the creation and implementation of a staff-development Web portal.	Vice Chancellor HR	2011-1012 school year

Table H1.5. Staffing plan implementation summary.

## **Appendix H.2 - Vision 2020 Supplemental Plan: Technology**

### *Contents*

#### Vision

- Learning
- Assessment
- Teaching
- Infrastructure
- Productivity

#### Planning Process and Participants

CCCD Technology, Vision, Mission, and Shared Values

Guiding Values and Principles

Working Assumptions

Internal and External Scan

- Key Trends
- Critical Challenges
- Technologies to Watch

#### Strategies and Actions

I. Facilitate Student Learning

II. Assessment

III. Teaching

IV. Infrastructure

A. People

B. Process

C. Technology

D. Productivity

Plan Implementation Matrix

## Vision 2020 Supplemental Plan - Technology

The CCCD Technology Plan was created to meet the learning needs of students in the 21st century. The plan integrates technology into learning, teaching, and student learning outcomes in alignment with the 2010 National Educational Technology Plan.<sup>76</sup> The plan also addresses the central theme of the Coast District's Vision 2020 Master Plan – student success through excellence in teaching and service – and clearly supports the Master Plan's strategic themes of Cooperation and Collaboration, Partnerships, Technology, Sustainability, and Cultivating a Culture of Accountability through Evidence.

### Vision for Technology-Enhanced Learning Environments

The District encourages, values, and supports the use of technology by students and educators to achieve their educational and professional goals. Therefore, use of technology will be aimed at fulfilling student and educator needs while investing scarce capital resources to contain operating costs. The District plan reflects the five key areas outlined in the 2010 National Educational Technology Plan to achieve the mission of providing an information-rich, interactive educational environment that integrates technology into the fabric of teaching and learning experiences:

- **Learning: engage and empower** – The District will leverage powerful technology that provides personalized learning that customizes the pace of teaching and instructional practices. All learners will have engaging and empowering learning experiences both in and outside of the college classroom that prepare them to be active, creative, and knowledgeable participants in a globally networked society.
- **Assessment: measure what matters** – The District will leverage technology to regularly measure and report student success, institutional effectiveness, and operational efficiency while using assessment data for continuous improvement.
- **Teaching: prepare and connect** – The District will increase the ability of educators to use technology to create engaging, meaningful, and connected learning environments. They will be supported individually and in teams by technology that connects them to data, content,

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<sup>76</sup> Atkins, D. E. et al (2010). Transforming American Education: Learning Powered by Technology. The National Educational Technology Plan 2010. Office of Educational Technology, U.S. Department of Education.



resources, expertise, and learning experiences that enable and inspire more effective teaching for learners.

- **Infrastructure: access and enable** – The District will provide a comprehensive sustainable technology infrastructure including hardware, software, support staff, policies, and processes for students, educators, and staff for learning when and where needed.
- **Productivity: redesign and transform** – The District will redesign organizational processes and structure to take advantage of technology in order to improve learning outcomes and use resources more efficiently.

### **District Technology Planning Process and Participants**

Development of the District's Vision 2020 Plan occurred through a series of planning sessions taking place at the District and College levels. Aside from the planning work conducted by the Vision 2020 Steering Committee in October 2010, four focus groups were held in November 2010 to produce the following supplemental district plans for Facilities, Technology, Finance, and Human Resources. The initial kick-off was the Vision 2020 Technology Planning Session focus group. Dr. William Craft and Dr. Kathleen Guy of the Eaton Cummings Group facilitated a discussion of current and future technology issues. The participants were members of faculty, managers, staff, and students from across the district. The Eaton Cummings Group facilitators then produced the initial draft of the District's Vision 2020 Technology Plan. The Chancellor conducted colloquia at each of the colleges, where additional feedback was gathered and incorporated into the draft. Each of the colleges' Academic Senates and Technology Committees was invited to review, contribute, and comment on the draft. The tentative CCCD Technology Plan will be submitted to the Chancellor's Cabinet for final approval.

The District wishes to acknowledge and thank all of the participants in the development of this document. Contributors are listed below:

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## Vision 2020 Master Plan

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### **CCCD Technology Vision, Mission, and Shared Values**

The CCCD is a multi-college campus serving over 70,000 students every year, facing nuanced challenges in an environment where technological advances are taking place at an increasingly fast pace. Students live in a world where access to information and resources is 24/7. This requires that competing technology needs are carefully evaluated and deployed to ensure not only that students are fully engaged intellectually, socially and emotionally, but also to optimize the investment of limited resources.

The purpose of the CCCD Technology Plan is to meet the learning needs of students in the 21st century. In alignment with the 2010 National Educational Tech Plan,<sup>77</sup> the Technology Plan integrates technology into learning, teaching, and student learning outcomes.

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<sup>77</sup> Atkins, D. E. et al (2010). Transforming American Education: Learning Powered by Technology. The National Educational Technology Plan 2010. Office of Educational Technology, U.S. Department of Education.

## **Guiding Values and Principles of the Technology Plan**

The following is a list of technology-oriented values identified by the District's Vision 2020 Technology focus group. These values are mapped to the District's culminating set of values and principles (as shown within parentheses) used to guide planning district-wide:

1. The District will foster an environment where faculty, staff, and students will have anytime, anywhere access to information needed to achieve their professional and educational goals (Learning and People).
2. The District will implement adaptive and scalable systems that can accommodate changing technology needs and, where appropriate, be consistent with technologies deployed at the other CCCD colleges and the District office to capture synergies (Learning, Focus, Agility, Collaboration, and Unity).
3. The District will use technology to enhance communication and maintain relationships among its stakeholders (People, Agility, Integrity, Collaboration, Engagement, Diversity, and Equity).
4. The District will value, encourage, and support the use of technology by students, educators, and staff to achieve their educational and professional goals (Learning, Focus, and Equity).
5. The District investments in technology will reflect good stewardship of the resources entrusted to it and make choices with a total cost of ownership model for technology investments (Agility, Integrity, Collaboration, and Unity).
6. The District will strive to deliver consistent, high-quality technical support to students, educators, and staff meeting their diverse and unique needs (People, Focus, Collaboration, Equity, and Unity).
7. The District will endeavor to implement and maintain technology systems that safeguard the entire district's data and ensure the confidentiality of the personal information under its care (Integrity, Equity, and Unity).
8. Technology will support the continuous improvement of all academic and administrative operations at the District, using workflow and automation (Learning, People, Focus, Agility, Collaboration, Engagement, Equity, and Unity).

Goals in the five areas will be implemented by reflecting on the plan's guiding principles, especially in terms of intense focus on the total cost of ownership, integration of systems to minimize redundancy in data entry and improve data consistency, and development of a highly adaptable and scalable architecture that can accommodate the rapidly changing environment in which the District operates.

### **Working Assumptions of the Technology Plan Focus Group and Steering Committee**

- Students today learn differently than in years past, and technology can help provide diverse learning experiences.
- Delivering engaging learning experiences and resources for all learners, anytime and anywhere, requires state-of-the-art technology with specialized processes, tools, and support staff.
- Leveraging technology will continuously improve learning outcomes while increasing productivity at all levels.
- Technology and information are changing and increasing at an accelerating rate.

## **Internal and External Scan**

### **Internal Environmental Analysis**

As part of the planning process, the IT Leadership Team performed an analysis of the District's information-technology strengths, weaknesses (internal), opportunities and threats (external). A summary of the internal environment perspective follows.

District Information Services (DIS) supports district-wide technologies including the hosting and supporting of the Banner SIS/ERP and its ancillary subsystems, which support student admissions and records, course scheduling, general fund finance and accounting, general fund procurement, and human resources. The Presidents' Council, in collaboration with the college vice presidents and college-level Banner CIT Teams and through a newly established process, have prioritized additional functionality to be included in Banner. These include room/resource scheduling, financial aid, and international student reporting. By having these systems implemented at a district level, the District enjoys a modicum of standardization in related

processes, although some college-level auxiliary customization has occurred. DIS also provides district-wide voice services.

Colleges differ in their technology planning and operating models. They also differ in their organizational structures for implementing information technology and staffing. Due to budgetary restrictions on hiring, all colleges have lost staff through retirement, transfer, or reduction/elimination of hourly staff, which has impacted service levels and left one college without a full-time IT director. Technology governance is at various states of maturation. The colleges each have technology committees that provide guidance and oversight to their respective college IT departments.

College-related technology services are housed in college-controlled data facilities with varying levels of equipment, resilience, power, cooling, and backup systems. For the most part, hardware suppliers have been standardized across the district for servers, desktop, laptop, printers, and data network infrastructure. Server operating systems, email, database, and directory services are standardized but not integrated; this impacts educator and student intercampus operability and introduces support inefficiencies. Network security is largely non-standardized. Under the leadership of the recently hired Vice Chancellor of Educational Services & Technology, the District and colleges have instituted discussion/peer review of technology changes to move towards greater standardization and process consistency.

College autonomy and budget imbalances have led to disparate levels of services delivery. At one of the colleges, over 60 percent of the computer desktops are seven years or older. Service delivery is on a 'best effort' basis with no service level agreements between the user base and the IT departments. In an era of unprecedented budgetary constraints and with the increased dependence on technology – in the classroom, for administrative functions, and for auxiliary function performance (e.g., energy management, video surveillance and safety) – aligning service-delivery expectations with resource allocation while performing proper performance assessment is critical.

Over the next decade, it's highly likely that a large group of the senior technical and management staff will retire. Technology continues to evolve rapidly such that job descriptions do not represent current or predicted future needs and training budgets are incongruent with basic IT skill needs. Given economic realities, this heightens the need for increased emphasis and

creativity on improving knowledge transfer, better documentation, and the realignment and training of staff.

### **External environmental analysis**

An external environmental analysis over the past few months has revealed a series of directions being pursued by various academic institutions of higher learning that were considered in the development of this plan, some of which are summarized below.

The National Educational Technology Plan 2010<sup>78</sup> states that technology-based learning and assessment systems will be pivotal in improving student learning and generating data that can be used to continuously improve the education system at all levels. Technology will help execute collaborative teaching strategies combined with professional learning to better prepare and enhance educators' competencies and expertise over the course of their careers. To shorten the learning curve, institutions can learn from other kinds of enterprises, such as business and entertainment, that have used technology to improve results and productivity through tools that allow data mining, data visualization, and automated workflow.

According to the EDUCAUSE "Current Issues Survey"<sup>79</sup> the projected priorities for this decade include administrative/enterprise resource planning (ERP) information systems, security, infrastructure/cyber infrastructure, teaching and learning with technology, identity/access management, governance agility, and learning management systems.

The 2010 Horizon Report<sup>80</sup> makes the following observations regarding technology:

#### **Key Trends**

- The abundance of resources and relationships made easily accessible via the Internet is increasingly challenging us to revisit our roles as educators in sense-making, coaching, and credentialing.
- People expect to be able to work, learn, and study whenever and wherever they want to.
- The technologies we use are increasingly cloud-based, and our notions of IT support are becoming decentralized.
- The work of students is increasingly seen as collaborative in nature, and there is more cross-campus collaboration between departments.

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<sup>78</sup> Atkins, D. E. et al (2010). Transforming American Education: Learning Powered by Technology. The National Educational Technology Plan 2010. Office of Educational Technology, U.S. Department of Education.

<sup>79</sup> Ingerman, B. L., & Yang, C. (2010). Top-10 IT Issues 2010. Educause. Washington, D.C.

<sup>80</sup> Johnson, L., Levine, A., Smith, R., & Stone, S. (2010). The 2010 Horizon Report. Austin, Texas: The New Media Consortium.

### Critical Challenges

- The role of the academy — and the way we prepare students for their future— is changing.
- New scholarly forms of authoring, publishing, and researching continue to emerge but appropriate metrics for evaluating them increasingly and far too often lag behind.
- Digital media literacy continues its rise in importance as a key skill in every discipline and profession. As a result of shrinking budgets in the present economic climate, institutions increasingly focus more narrowly on key goals.

### Technologies to Watch

- Mobile computing (near-term) – The portability of mobile devices and their ability to connect to the Internet almost anywhere makes them ideal as a store of reference materials and learning experiences. Experimentation is under way using mobile computing to improve communications, assessment, and ubiquitous content delivery.
- Open content (near-term) –The movement toward open content reflects a growing shift in the way academics in many parts of the world are conceptualizing education as more about the process of learning than the information conveyed in their courses. Information is everywhere; the challenge is to make effective use of it. Part of the appeal of open content is that it is also a response to both the rising costs of traditionally published resources and the lack of educational resources in some regions, and a cost-effective alternative to textbooks and other materials. As customizable educational content is increasingly available for free over the Internet, students are learning not only the material but skills related to finding, evaluating, interpreting, and repurposing the resources they are studying in partnership with their teachers.
- Electronic books (2-3 years) - As the technology underlying electronic readers has improved and as more titles have become available, electronic books are quickly reaching the point where their advantages over the printed book are compelling to almost any observer. The convenience of carrying an entire library in a purse, pocket, or book bag appeals to readers who find time for a few pages in between appointments or while commuting. Already firmly established in the public sector, electronic books are gaining

a foothold on campuses as well, where they serve as a cost-effective and portable alternative to heavy textbooks and supplemental reading selections.

- Simple augmented reality (2-3 years) –While the capability to deliver augmented reality experiences has been around for decades, it is only very recently that those experiences have become easy and portable. Advances in mobile devices as well as in the different technologies that combine the real world with virtual information have led to augmented reality applications that are as near to hand as any other application on a laptop or a smart phone. New uses for augmented reality are being explored and new experiments undertaken now show that it is easy to do so. Emerging augmented reality tools to date have been mainly designed for marketing, social purposes, amusement, or location-based information, but new ones continue to appear as the technology becomes more popular. Augmented reality has become simple and is now poised to enter the mainstream in the consumer sector.
- Gesture-based computing (4-5 years) –For nearly 40 years, the keyboard and mouse have been the primary means to interact with computers. The Nintendo Wii in 2006 and the Apple iPhone in 2007 signaled the beginning of widespread consumer interest in — and acceptance of — interfaces based on natural human gestures. Now, new devices are appearing on the market that take advantage of motions that are easy and intuitive to make, allowing us an unprecedented level of control over the devices around us. Cameras and sensors pick up the movements of our bodies without the need of remotes or handheld tracking tools. The full realization of the potential of gesture-based computing is still several years away, especially for education, but we are moving ever closer to a time when our gestures will speak for us, even to our machines.
- Visual Data Analysis (4-5 years) –Visual data analysis blends highly advanced computational methods with sophisticated graphics engines to tap the extraordinary ability of humans to see patterns and structure in even the most complex visual presentations. Currently applied to massive, heterogeneous, and dynamic datasets, such as those generated in studies of astrophysical, fluidic, biological, and other complex processes, the techniques have become sophisticated enough to allow the interactive manipulation of variables in real time. Ultra high-resolution displays allow teams of researchers to zoom in to examine specific aspects of the renderings, or to navigate along



interesting visual pathways, following their intuitions and even hunches to see where they may lead. New research is now beginning to apply these sorts of tools to the social sciences and humanities as well, and the techniques offer considerable promise in helping us understand complex social processes like learning, political and organizational change, and the diffusion of knowledge.

## **Strategies and Actions**

### **I. Facilitate student learning**

The District will leverage emerging and potent technology that provides personalized learning that customizes the pace of teaching and instructional practices. Regardless of background, languages, or disabilities, all learners will have engaging and empowering learning experiences both in and outside of the college classroom that prepare them to be active, creative, and knowledgeable participants in a globally networked society.

The District desires to implement the modes of 21st century learning for engaging and empowering learning experiences. The model focuses on multiple approaches to teaching and learning that address what and how to teach; matching what students need to know; looking at how, when and why they learn; and exploring who needs to learn. Moreover, the model brings state-of-the-art technology into the learning process to enable, motivate, and inspire students to succeed and expand educational opportunities to all stakeholders in the community.

To meet this goal, the following actions are recommended:

- **Customizable personal learning environment** –Provide a customizable personal learning environment that allows educators and students to develop, collaborate, store, and access the necessary tools and data for student success. This may require the seamless integration of various learning management systems, class material repositories, the District's student-information systems (e.g., Banner), self-service portals, and outside publisher websites.
- **Expanded IT support for students** –Investigate feasibility of a more direct support for students. This might include a specific student support desk, student training opportunities, and a walk-in student support window. Other possibilities include technology to support adaptive placement testing, life-long learning portfolios, personal development, and career/goal setting. Further recommendations may include customizable learning environments in collaboration with the K-12 system and universities and additional Banner capabilities related to learning and technology partnerships.

## II. Assessment

The District will leverage technology to regularly measure and report student success, institutional effectiveness, and operational efficiency while using assessment data for continuous improvement.

The 21st century learning model requires new and better ways to measure what matters, empower educators and educational leaders, diagnose strengths and weaknesses during the course of learning to improve student performance, and involve multiple stakeholders in designing, conducting, and using results of assessment. In all these activities, technology-based assessments can provide data to drive decisions on the basis of what is best for each and every student that in turn will lead to continuous improvement across the district.

To meet this goal, the following actions are recommended:

- **IE dashboard** - Create, deploy, and maintain an institutional-effectiveness dashboard that is customized to the needs of various users in the organization and is a reporting system to facilitate evidence-based decision-making by providing timely data on academic programs, student support services, and institutional efficiency from a common college database.
- **Automated support processes** - Automate processes to support planning, goal setting, self-assessment, and self-improvement for all students and educators, including the creation of student academic plans.
- **Data management and reporting** - Provide data management and reporting capabilities to assist institutional-effectiveness strategies such as tracking and reporting for Program Review, supporting student learning outcomes, and other activities that support student success.
- **Professional development in technology use** - Provide staff development to educators in using data management, data visualization, and modeling tools to support planning, assessment, and evidence-based decision-making.
- **Improved IT service delivery** - Formalize and assess the IT service delivery model and performance expectations to improve the efficiency and effectiveness of the delivery of IT services. Specific actions shall include:
  - Define and document IT service offerings.
  - Define, document, assess, and report on performance outcomes metrics (service level agreements, or SLAs).

- Provide timely updates on service delivery requests while the service request is being performed.
- Use an IT service request system to capture and record service requests, outcomes, and service-level metrics for service-level assessment and reporting.
- Formalize a defined set of systematized and measurable service-delivery processes based upon best IT practices.
- Customer service assessment and evaluation.

### III. Teaching

The District will increase the ability of educators to use technology to create engaging, meaningful, and connected learning environments. Educators will be supported individually and in teams by technology that connects them to data, content, resources, expertise, and learning experiences that enable and inspire more effective teaching for learners. Twenty-first century learning requires the use of technology to help build the capacity of educators by enabling a shift to a model of connected teaching. In such a teaching model, teams of connected educators will replace solo practitioners, while classrooms are fully connected to provide educators with 24/7 access to data and analytical tools as well as to resources that help them act on insights provided by the data.

To meet this goal, the following actions are recommended:

- **Develop a standard teaching support tool set** – In conjunction with the colleges and led by the District, develop a list of teaching tools to leverage District resources, support services, and information technology infrastructure while enabling continuous improvement and professional development.
- **Expand technical proficiency of educators** – Provide new and engaging technical workshops, district-wide forums, video and audio tutorials, and quick-tip worksheets. In addition to fundamental technology proficiency, curricula should include the use of Web tools such as wikis, blogs, and data inquiry and data visualization tools.
- **Faculty training in online teaching** - Support the district-wide development of curricula for faculty that increases their knowledge and comfort in online teaching, multi-media course material, and use of the supported LMS.

- **Enhanced IT training curricula** - Provide enhanced training courses focusing on new technologies being deployed, increased IT security awareness, and new classroom technologies to better serve the needs of faculty and staff.
- **Create an instructional technology support center of excellence** - Provide the tools and support necessary for educators and students that support leading-edge instructional methodologies, characterized by additional models and media of instruction ranging from traditional face-to-face or mediated, professor-driven lecture to a distributed, student-driven, open-ended/global learning communities supported by a learning coach.
- **Support increased multimedia creation** - Support increased use of multimedia in online and on-campus classrooms by documenting, promoting, and assisting faculty with using these programs. Additionally, a collection of video composition and editing assets will be created whose use will be facilitated by an instructional designer.

Further examples of how technology can support teaching include provision of a district-wide repository of teaching and plug-ins to assist educators in using newer technologies; forums for educators networking across disciplines; formation of a support system of students and educators for integration with interactive multi-media capabilities and assistance in instructional design (mentor / mentee program); development of a technology proficiency certification program to enhance technology use by educators; district-wide licenses of appropriate versions of software to prepare students for the emerging needs of the marketplace; and enhanced technology support for educators and students.

#### **IV. Infrastructure**

The District will provide a comprehensive and sustainable technology infrastructure including hardware, software, support staff, policies, and processes for students, educators, and staff for learning when and where needed. Infrastructure includes the people, process, and technology necessary to support academic and administrative functions of the District and its continuous improvement. To meet this goal, the following recommended actions have been categorized by tasks that affect people, process, or technology:

## **A. People**

- **Centers of excellence** - Establish a center of excellence (COE) operational model that leverages IT resources at each of the colleges and the District office by assigning a specific technology discipline (e.g., email, network, desktop support) to a COE responsible for providing the associated service district-wide. To ensure satisfactory IT service delivery, support will be coordinated by an IT site director in accordance with negotiated SLAs. The site director will also act as the site's strategic IT leader, providing input into the site's planning processes, sitting on participatory governance committees as appropriate, and collecting current and future service delivery requirements for IT planning processes.
- **Information security** - Establish an information security subcommittee to make recommendations to the IT leadership team regarding IT security and privacy policies. Additionally this subcommittee would make recommendations to the appropriate District or college departments regarding procedures, practices and measures to protect the security of college information technology and institutional data, safeguard personal privacy, respect intellectual property rights, and compliance with applicable legal and regulatory requirements.
- **Selective outsourcing** - Support and encourage the use of selective outsourcing to provide service delivery capabilities where economically beneficial and/or where the necessary expertise is unavailable. This may occur through district-wide negotiated contracts and coordinated service delivery capabilities.

## **B. Process**

- **Information technology planning** - Prepare a rolling five-year financial forecast of information technology needs incorporating standardized replacement schedules and long-term information technology needs.
- **Improve coordination and management of projects** - Establish a district-wide program/project management office to improve the internal coordination and management of projects, including more formal coordination across colleges and the District office and increased communication and engagement with the college communities.
- **Technology availability and consistency** - Establish a funding model that encompasses the technology assets' total cost of ownership to ensure the availability of consistent, up-to-date

technology for instructional and administrative computers, software, and other information technology. Implement processes and measures to ensure consistency where applicable across the college.

- **Formalize and assess IT service-delivery model and performance expectations** - To improve the efficiency and effectiveness of the delivery of IT services, do the following:
  - Define and document IT service offerings.
  - Define, document, assess, and report on performance outcome metrics (SLAs).
  - Provide timely updates on service-delivery requests while the service request is being performed.
  - Use an IT service-request system to capture and record service requests, outcomes, and service-level metrics for service-level assessment and reporting.
  - Formalize a defined set of repeatable and measurable service delivery processes based upon best IT practices.
  - Conduct customer service assessment and evaluation.
- **Disaster response recovery and business continuity plans** - Develop a model to ensure a strong foundation for information technology and systems disaster recovery coordinated with the District's continuous operations planning. The model should also ensure a coordinated communication system to notify all affected students, faculty, staff, and community members of emergencies and appropriate responses.
- **Software licensing and management** - Evaluate opportunities for providing software site licenses, processes to support volume purchasing of software, access to the software regardless of geographic location (i.e., off-site), and establishment of central maintenance and clearinghouse capabilities.
- **Compliance classification scheme** - Establish a data classification scheme that maximizes transparency while maintaining compliance with laws and regulations and appropriate security practices.

### C. Technology

- **Implement intra-district identity management approach** - Design, develop, and implement a strong authentication approach (e.g., common active directory) that allows for strong authentication and easy access to all District resources with a single set of user

credentials for students, faculty, and staff. The approach should include common user IDs, strong passwords, and a secure and automated process for their creation, deletion, and self-service/automated credential recovery. Identity management should also include role definitions and permissions.

- **Network infrastructure support and enhancement** - Maintain and enhance the network infrastructure and associated security through an ongoing fiscal and technological commitment to refresh the network components and configuration as new capabilities become available and are needed by the college.
- **Offsite access** - Provide secure off-campus access to college technology resources and information with the goal of making it possible for administrators, staff and faculty to operate off-site as effectively as they can in their offices.
- **Improve self-service capabilities** - Continue to enhance the suite of services an educator or student can access in an automated manner. Focus should begin with services needed on a 24/7 basis (such as password reset) and extend through automated tools/wizards to address common technical problems and knowledge bases with frequently asked questions/problems and their associated answers/resolution.
- **PCI compliance** - Support each of the colleges in its efforts to maintain Peripheral Component Interconnect (PCI) compliance as well as other state and federal mandates.
- **Implement network access control** - Implement a network-based network access control solution that automates identity management, endpoint compliance, and usage policy enforcement for all college and District office locations.
- **Automated log file analysis** - Research, purchase, install, and use an automated log file analysis and correlation tool to better assess and understand our IT security posture, improve intrusion detection and prevention, and provide required reporting.
- **Mobility** - Implement technology systems that will provide students, faculty, and staff with access to District systems through their smartphones, iPad, and other types of mobile devices.

## V. Productivity

To achieve the goal of transforming education, basic assumptions will be challenged to streamline organizational processes that remove duplication of work at all levels and deploy automation to create a more effective organization and education system. The District will

redesign organizational processes and structure to take advantage of technology in order to improve learning outcomes and use resources more efficiently. To meet this goal, the following actions are recommended:

- **Create a district portal** - Continue implementation of a model for the effective and efficient management of content and documentation to ensure accurate collection, maintenance, presentation, and archival of information. The District portal shall:
  - Support management of websites, documents, and other media;
  - Facilitate routing of electronic documents through the administrative and academic processes of the college;
  - Use collaboration software to establish team sites for sharing, annotating, and processing materials through a workflow model; and
  - Include print/report distribution services to improve transparency and communications while decreasing costs.
- **Banner system enhancement and support:** With leadership from the Presidents' Council, and through the Banner continuous-improvement team, promote a district-wide approach for planning and prioritizing Banner system support and enhancements that:
  - Fosters increased collaboration with District information service's centralized support and stewardship of the Banner application;
  - Addresses reporting needs;
  - Fully exploits the capabilities of Banner;
  - Includes ongoing user training;
  - Optimizes business processes to improve service quality to students, faculty, and staff;
  - Optimizes upgrades and custom local modifications;
  - Determines functionality required in Banner that eliminates redundant shadow systems across the District; and
  - Deploys additional Banner modules that are consistent with the strategic directions of the colleges and District.
- **Develop an innovation management process** - Develop and promote a formalized approach to innovation and its use by creating a process to:



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- Generate ideas - Explore and define a process for formal interactions with peers, vendors, college colleagues, and higher-education contacts to track technologies and trends and to generate ideas for areas of innovation. Continually monitor industry trends to identify new technologies and their potential applications to teaching and learning, and develop a process to communicate this information to educators.
- Critically evaluate ideas - Develop a process to continually and critically evaluate ideas, based on the perceived value to the District, the District's core values and competencies, and potential interest from external sponsors.
- Prioritize and fund ideas - Cultivate the most promising ideas to formalize proposals, gain endorsements and commitments from interested/affected parties, and secure necessary funding.
- Implement and assess - Implement ideas, measure results, and provide feedback to interested parties.
- **Communications** - Use technology such as texting, email, social networks, Twitter, blogs, wikis, and websites to facilitate effective communication and open access to information to staff, faculty, and students.

## Technology Plan Implementation Table needs work

Area	Goal	Action	Responsible Unit	Timeframe
<b>Learning</b>	Customizable Personal Learning Environment	Action <sub>L1</sub>	XXXX	xx/xx/xx
	Expanded IT Support for Students	Action <sub>L2</sub>	XXXX	xx/xx/xx
<b>Assessment</b>	IE Dashboard	Action <sub>A1</sub>	XXXX	xx/xx/xx
	Automated Support	Action <sub>A2</sub>	XXXX	xx/xx/xx
	Data Mgt & Reporting	Action <sub>A3</sub>	XXXX	xx/xx/xx
	Professional Development - Technology	Action <sub>A4</sub>	XXXX	xx/xx/xx
	Improved IT Service Delivery	Action <sub>A5</sub>		
<b>Teaching</b>	Standard Teaching Toolset	Action <sub>T1</sub>	XXXX	xx/xx/xx
	Expand Technical Proficiency of Educators	Action <sub>T2</sub>	XXXX	xx/xx/xx
	Faculty Training in Online Teaching	Action <sub>T3</sub>	XXXX	xx/xx/xx
	Enhanced IT Training Curricula	Action <sub>T4</sub>	XXXX	xx/xx/xx
	Center of Excellence	Action <sub>T5</sub>	XXXX	xx/xx/xx
	Support Increased Multimedia Creation	Action <sub>T6</sub>	XXXX	xx/xx/xx
<b>Infrastructure</b>	People	Action <sub>I1</sub>	XXXX	xx/xx/xx
	Process	Action <sub>I2</sub>	XXXX	xx/xx/xx
	Technology	Action <sub>I3</sub>	XXXX	xx/xx/xx
<b>Productivity</b>	Create District Portal	Action <sub>P1</sub>	XXXX	xx/xx/xx
	Banner System Enhancement and Support	Action <sub>P2</sub>	XXXX	xx/xx/xx
	Innovation Mgt Process	Action <sub>P3</sub>	XXXX	xx/xx/xx
	Communications	Action <sub>P4</sub>	XXXX	xx/xx/xx

Table H2.1. Technology plan implementation summary. The Technology steering committee will complete this plan implementation schedule to assist planning.

**Appendix H.3 - Vision 2020 Supplemental Report: Finance**  
*Contents*

Vision / Mission of the Financial Plan

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## **Financial Plan Vision**

The Financial Plan incorporates strategies that contribute to building and enhancing the strengths and overall capacity of the Coast Colleges. More specifically, the plan includes strategies designed to meet existing costs, fund new initiatives, and optimize resources among the colleges.

## **Planning Process and Participants**

Aside from the planning work conducted by the Vision 2020 Steering Committee, a Financial Plan focus group met late in November of 2010. The focus group's charge was to provide input for a supplemental district plan for Finance. Dr. William Craft and Dr. Kathleen Guy of the Eaton Cummings Group facilitated the focus group. Participants include a wide range of leaders from each of the three colleges and the district: Student leaders, Foundation Directors, Academic Senate Presidents, Vice-Presidents of Administrative Services, Fiscal Affairs Directors, CCA President, CDMA President, College Presidents, CFCE Executive director, CFE representative, Confidential's representative, District Public Affairs/CCCD Foundation, Vice Chancellor of Educational Services, Vice Chancellor of Finance & Administrative Services, Vice Chancellor of Human Resources, Director of Internal Audit, Board Secretary, and the Chancellor.

## **Guiding Principles**

The following principles helped to guide the focus group's thinking and planning:

- There are many potential sources for new or reallocated revenue.
- We have a lot in common and much to gain from collaborating. Collaboration is a culture that needs to "bubble up."
- Focus on the big picture and solutions, not on financial problems.
- Collectively, Coast Colleges have the power to make changes and help themselves to be more competitive in a challenging economic environment. Therefore, a proactive collaborative strategy will be central to this effort.

## **Background – Internal and External Scan**

### **Coast District's contribution to the economy**

The Coast Community College District consists of three colleges – Coastline, Golden West and Orange Coast. Serving nine coastal communities in Orange County, our service area includes 20 miles of coastline stretching between Los Angeles and San Diego counties. The District serves more than 50,000 students per semester. The Coast District creates regional income through both its capital and operational expenses as well as from the earnings of its faculty and staff. After adjusting for the effects of taxes, it is estimated that Coast contributes nearly \$75 million annually in direct regional income. Past students contribute an estimated \$2.4 billion worth of added income per year to the regional economy after leaving Coast. Indirectly, past students' estimated positive effect in other industries is \$386 million. The estimated multiplier effect of past student productivity in other industries increases income by yet another \$386.1 million. The total economic impact of Coast is approximately \$2.9 billion, or nearly 2.6 percent of total regional economic activity (Robison & Christophersen, 2005).

### **Students**

Slightly more than half (54.8 percent) of the Fall 2009 students came from within district boundaries. As shown in Table H3.1, 45.2 percent of the students were from outside the district, and 7.4 percent were from outside Orange County. Data from program review surveys reveal that students come here because of the reputation of the programs, location (proximity to home or work), affordability, availability of financial aid, availability of online courses, and more. Figure H3.1 displays the source of Coast Colleges' students from California and across the continental United States.

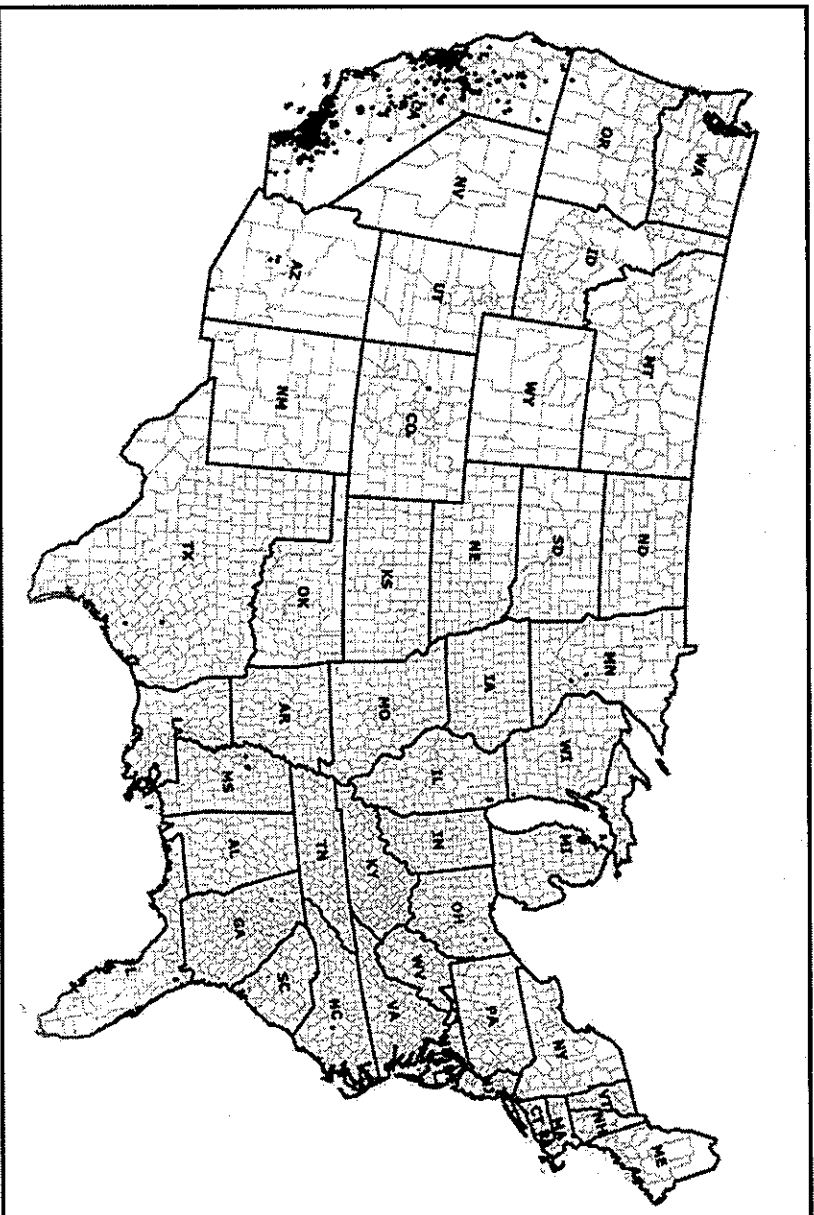


Figure H3.1. The source of Coast District students from across the continental United States.

# Vision 2020 Master Plan

Coast Community College District						
Source of Students by City of Residence, Fall 2009						
	Coast District			Percentage of Total		
	CCC	GWC	OCC	CCC	GWC	OCC
<b>Total Enrollment (Fall 2009)</b>	<b>13,182</b>	<b>13,213</b>	<b>24,256</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b><u>Coast District Service Area</u></b>						
Costa Mesa	868	316	3,616	6.6%	2.4%	14.9%
Fountain Valley	601	754	1,369	4.6%	5.7%	5.6%
Garden Grove	1,155	1,869	1,766	8.8%	14.1%	7.3%
Huntington Beach	1,277	3,292	3,537	9.7%	24.9%	14.6%
Newport Beach	735	137	1,510	5.6%	1.0%	6.2%
Seal Beach	403	130	58	3.1%	1.0%	0.2%
Westminster	1,029	2,096	1,316	7.8%	15.9%	5.4%
Sunset Beach, Surfside, Midway City	109	226	114	0.8%	1.7%	0.5%
<b>Coast District Service Area - Subtotal</b>	<b>6,177</b>	<b>8,820</b>	<b>13,266</b>	<b>46.9%</b>	<b>66.8%</b>	<b>54.8%</b>
<b><u>Orange County Service Area</u></b>						
Aliso Viejo	28	16	157	0.2%	0.1%	0.6%
Anaheim	361	516	804	2.7%	3.9%	3.3%
Brea	23	14	48	0.2%	0.1%	0.2%
Buena Park	64	134	111	0.5%	1.0%	0.5%
Cypress	65	182	130	0.5%	1.4%	0.5%
Dana Point	14	8	63	0.1%	0.1%	0.3%
El Toro	1	0	1	0.0%	0.0%	0.0%
Foothill Ranch	8	3	59	0.1%	0.0%	0.2%
Fullerton	72	67	156	0.5%	0.5%	0.6%
Irvine	249	199	1,900	1.9%	1.5%	7.8%
La Habra	24	16	46	0.2%	0.1%	0.2%
La Palma	17	25	27	0.1%	0.2%	0.1%
Ladera Ranch	10	5	26	0.1%	0.0%	0.1%
Laguna Beach	32	7	171	0.2%	0.1%	0.7%
Laguna Hills	26	15	102	0.2%	0.1%	0.4%
Laguna Woods	8	1	8	0.1%	0.0%	0.0%
Laguna Niguel	24	22	134	0.2%	0.2%	0.6%
Lake Forest	36	31	255	0.3%	0.2%	1.1%
Los Alamitos	29	181	85	0.2%	1.4%	0.4%
Mission Viejo	48	39	240	0.4%	0.3%	1.0%
Orange	125	115	540	0.9%	0.9%	2.2%
Placentia	30	23	69	0.2%	0.2%	0.3%
Rancho St Margarita	30	23	98	0.2%	0.2%	0.4%
San Clemente	32	12	94	0.2%	0.1%	0.4%
San Juan Capistrano	7	5	45	0.1%	0.0%	0.2%
Santa Ana	522	683	2,877	4.0%	5.2%	11.9%
Silverado	0	2	7	0.0%	0.0%	0.0%
Stanton	78	224	106	0.6%	1.7%	0.4%
Trabuco Canyon	11	15	76	0.1%	0.1%	0.3%
Tustin	79	65	559	0.6%	0.5%	2.3%
Villa Park	1	5	14	0.0%	0.0%	0.1%
Yorba Linda	38	42	165	0.3%	0.3%	0.7%
<b>Orange County Service Area - Subtotal</b>	<b>2,092</b>	<b>2,695</b>	<b>9,173</b>	<b>15.9%</b>	<b>20.4%</b>	<b>37.8%</b>
<b><u>Outside Orange County Service Area</u></b>						
Not in Orange County	4,913	1,698	1,797	37.3%	12.9%	7.4%
<b>Out-of-District Residence - Subtotal</b>	<b>7,005</b>	<b>4,393</b>	<b>10,970</b>	<b>53.1%</b>	<b>33.2%</b>	<b>45.2%</b>

Source: Banner ODS, Custom File Extract, August 2, 2010

Prepared by Jorge R. Sanchez, Ph.D.

Table H3.1. Home cities of students attending Coast District Colleges in fall of 2009.

The colleges use a variety of strategies to determine how well students' needs are met. The colleges monitor student placement trends to inform the number of basic skills courses to offer in English, mathematics, and reading. The college research offices monitor student GPA, course

success and retention rates, and term-to-term persistence by gender, ethnicity, and age. The colleges also monitor probation trends, the number of degrees and certificates awarded annually, transfer to the UC and CSU, and post-transfer success (e.g., continuation rates, GPA, and completion) of former students attending the CSU institutions. Other measures include course waitlists and the number of students using the various support services (e.g., financial aid, EOPS, DSPS, academic counseling, the Transfer Center, and so on). Finally, as the assessment of student learning outcomes (SLOs) matures at the colleges, SLO reports will become an effective tool for determining how well students are learning the course, program, and institutional learning outcomes expected of them. SLO information will become a powerful measure for evaluating the relative effectiveness of alternate forms of instructional delivery and the delivery of various learning and student support services.

### **Basis for funding**

The apportionment funding framework from which districts receive most of their funding has three sources of funding: student fees, state aid, and local property tax. The two sources that generate most of the revenue for California's community colleges are the state general fund and local property taxes. More than 30 years ago, local property taxes accounted for nearly two-thirds of total community college revenues. Passage of Proposition 13 altered the equation dramatically.

### **Funding model**

In 2006, SB 361 replaced program-based funding, thereby removing much of the complexity inherent in the former model. Districts now receive funding through a base allocation, credit FTES (Full Time Equivalent Students) at an equalized rate, non-credit FTES at equalized rate, and enhanced non-credit at an equalized rate. This funding formula determines our allocation. Further, the district's annual revenue entitlement is based on its prior year general apportionment revenues with the following adjustments:

- + Any deficit applied to total computational revenue
- + Growth
- - Prior year stability
- + Any equalization of FTES funding
- + Any Career Development & College Prep noncredit funding
- + Specified inflation adjustment (COLA)
- Other purposes authorized by law



- Stability funding and hold-harmless

Restoration is possible during the three years following an initial decline in FTES if FTES increase.

In addition to funding per FTES, districts also receive funding based on the number of approved colleges and education centers. The funding comes under the basic allocation; it is indexed based on FTES enrollment thresholds and frames a strategic growth opportunity. For the colleges, planning must consider the next growth thresholds and the timeline for gaining Center recognition.

#### **Growth funding provisions under SB 361**

The district can grow in either credit or non-credit FTES, all of which pull from the same pool of growth dollars. However, from a financial perspective, it would be more desirable to enlarge the credit program, as non-credit funds at only about 60 percent of the credit rate. This greater funding rate under the credit model helps to fund the balance of the district's general fund expenses.

The disposition of growth funding includes the following nuances. If a district does not reach its growth cap, all unused growth dollars must return to the state. If the state does not have enough growth money to adequately fund all districts, growth money is "constrained." That is, every district that grew must take a proportionate reduction in the funds available. If the aggregate growth in the CCC system exceeds the available funding, everyone is proportionately reduced for the growth they anticipate; however, districts do not receive this information in final form until six months after the fiscal year closes. Growth that is funded will become part of the next year's base apportionment, but once this growth pool of money is set each year, several events can happen. If the state estimate of property taxes for the Community College System is too high, for example, there will be a "deficit factor" applied to all districts reducing the expected apportionment; again, districts do not receive that information until six months after the fiscal year closes.

The status of the state's general fund also enters the funding and allocation process. If there is a State General Fund tax shortfall (as expected this year), there can be arbitrary mid-year cuts to the apportionment for all districts.

### **The State economy**

An on-going structural budget imbalance emerged with the dot-com bust that has not been resolved. State budget solutions in ensuing years have primarily been one-time solutions. California is one of only a few states to require a super-majority vote for new taxes or revenues associated with budget adoption. Californians have seemingly not reconciled the type of government desired and that for which they are willing to pay. The initiative process and term limits have further hampered the legislature. Because our resources are a function of the health of the state economy, there exists an almost inverse relationship between community college demand and resources.

### **District cost trends**

The cost of meeting rising expense pressures in key areas such as pension contributions and health benefits has created a recurring internal operating deficit. While the district has been able to close these deficits, it means that resources providing services such as health benefits to employees have become prohibitively expensive. This phenomenon is exacerbated through limited revenue-raising avenues available to locally elected Boards of Trustees.

### **Barriers and challenges to growth**

The District is largely built-out. Meaningful new growth will likely emerge from outside the district or from nonresident or international students. There are state funding constraints. Since the passage of Proposition 13, the state legislature has largely controlled the revenue portion of the budget. Competing institutions, both public and private, have the potential to attract students by offering high-demand programs, flexible scheduling, and convenient delivery of instruction.

## **Strategies – Revenue-Generating Opportunities and Initiatives**

The Financial focus group brainstormed a number of strategies with the potential to generate funds. Subsequently, the Vision 2020 Finance and Facilities Steering Committee began developing and refining the strategies.

### **Asset management**

The Coast District owns numerous sites, including the colleges and education centers, throughout its service area in coastal Orange County. Through the passage of Measure C, the Coast District and its voters have made great strides in improving facilities for delivering educational services and managing district operations. These real property assets must, however,

be maintained; Coast District cannot rely solely on the state for sufficient scheduled maintenance or other such resources.

Some of these real property resources are underutilized; they have not been developed to their full potential. These sites might be developed to further Coast's educational mission or to host non-educational revenue-producing activities. New and continuing development should be conducted in terms of the following framework:

- Lifecycle and sustainability of buildings, land, and structures;
- Use of a corporate, strategic, and mission perspective for facility planning and funding; and
- Institutionalization of federal asset management principles.

It is through this lens that a critical connection between the district's capital improvement program and on-going operational activities can be seen.

### **Non-resident students**

A community college district may admit and charge a tuition fee to non-resident students. The non-resident tuition fee is set by the governing board of each community college district no later than February 1 of each year for the succeeding fiscal year. Non-resident students do not consume state resources and therefore do not displace resident students who would otherwise desire to attend college. As such, non-resident students provide a fiscal and pedagogical benefit to the Coast District.

Non-resident students also serve to enrich the educational experience of resident students and thereby help to fulfill the Globalization/Internationalizing and Diversity strategic priorities found within the Vision 2020 Educational Master Plan. Non-resident students will pay their full cost of student tuition after the Board of Trustees sets the tuition rate within the state's guidelines. All revenues received by non-resident students remain locally within the Coast District. The previous discussion of growth caps does not apply to Non-Resident students.

Fortunately, the Coast District has embarked on an International Student Dual Admission Program (ISDA). Through partnerships formed with four-year universities, students can enroll at Coast for their first two years of college work and then seamlessly transfer to one of the partner universities. This initiative may significantly enhance Coast's non-resident enrollment.

Year	OCC	GWC	CCC	Total
2006/07	984.60	409.89	83.19	1,477.68
2007/08	1,108.20	387.86	184.24	1,680.30
2008/09	1,226.94	423.85	234.58	1,885.37
2009/10	1,217.71	420.85	143.83	1,782.39
2010/11	1,092.40	377.62	118.54	1,588.56

Table H3.2. Historical non-resident FTES trends.

### Legislative Changes that Could Enhance Operational Efficiencies

As is the case with the UC and CSU system, the California Community College system is headed by a CEO and a governing board. The 17-member Board of Governors is appointed by the governor. The Board of Governors sets the direction for the system and appoints the Chancellor, who serves as CEO of the system. Locally elected Boards of Trustees work at the district level, appointing a CEO (Presidents/Chancellor), who collectively run the individual college campuses.

In many respects, the CCC system is highly regulated with little autonomy afforded locally elected Boards of Trustees. From a different perspective, however, the Board of Governors and State Chancellor's office along with local districts form a loose confederation of organizations that, despite the highly regulated structure of the system, suggests that the CCC system is more decentralized than the other branches of higher education in California. Given this situation, how can the system better speak with one voice to advance key legislative matters?

The following represent a series of policy changes that would both serve to enhance operational efficiencies and the autonomy of locally elected officials:

- Proposition 39, as approved by the voters of California in 2000, lowered the approval threshold for local General Obligation bond measures from 66.67 percent to 55 percent. Since then, many districts have found success at the ballot box and have been able to fund major capital improvement programs. Conversely, many of these same districts face a dearth of operational resources. The potential solution is to allow districts, likely through a voter

## Vision 2020 Master Plan

initiative process, to approve a local parcel tax measure, a source of locally determined operational funding, with a 55 percent approval margin rather than the current 66.67 percent.

- Colleges spend significant amounts of money to secure, operate, and maintain parking facilities. Parking fees are fixed in the Education Code, and inflation has eroded the value of this fee over time. The potential solution is to allow districts to set a parking fee based on local demand and service conditions and index it to inflation.
- Lack of a timely state budget requires colleges to use cash reserves, causing costly cash flow issues and decreased revenue in addition to reduced budgets. The potential solution is to automatically appropriate 80 percent of prior year funding.
- Property tax incomes often fluctuate from state budget projections, but the allocations are not adjusted. A potential solution is to establish property tax backfill protection as has been done for the K-12 segment.
- Colleges spend a significant amount of money to serve more students than their base funding covers, while the students' fees are kept in Sacramento. The potential solution is that student fees for which no state funding is received should remain entirely with district.
- Colleges spend a significant amount of money to process student applications, while only a small percentage of applicants actually enroll and attend the college. The potential solution is to require an upfront fee for processing applications that will be credited against student tuition.

### **Additional opportunities and initiatives to be explored**

The Vision 2020 Facilities and Finances Steering Committee will continue to investigate additional revenue sources. The list below provides examples of the strategies developed at this time for further investigation.

1. Alumni and emeritus support - Coast alumni and emeritus employees represent a vast untapped resource capacity.
2. Apportionment funding - Do opportunities for resident growth exist relative to apportionment funding of credit, non-credit, and enhanced non-credit offerings?
3. Centralization vs. decentralization of services - Can cost savings be realized through restructuring ways in which services are centralized and decentralized?
4. Entrepreneurial - Embracing an entrepreneurial spirit, look for opportunities available through:

- Contract education
  - Grants
  - Public-private partnerships
  - Growth and service opportunities that lie outside the CCC apportionment funding model
5. Explore the local revenue options that exist for a California community college - Opportunities may exist through public-private partnerships, and/or a parcel tax.
  6. Foundation support – To what extent can the foundation provide revenue support?
  7. Review the district’s resource allocation model - Coast District utilizes a resource allocation framework that is clearly delineated in budget documents. Given a highly volatile and uncertain fiscal state, does the current model allocate resources in the most efficient manner? Is the model sufficiently transparent?
- 

#### **Appendix H.4 - Supplemental Plan: Facilities**

Facilities Vision Statement for 2020 – The facilities infrastructure of the Coast Colleges is essential to creating an attractive, flexible learning environment that enhances student success. Collaboration between and among the Coast Colleges and the District will be essential to optimizing resources by making facilities decisions that will achieve this optimal learning environment goal.

##### *Focus Areas, strategies and benchmarks*

1. Identify/define a district-wide structure for facilities planning that encourages open, honest collaboration and communication.
  - 1.1 Identify participants for the process of facilities planning and decision-making.
  - 1.2 Establish criteria for facilities decision-making that reflect criteria set forth in the Educational Master Plan’s six strategic themes.
  - 1.3 Develop an orientation to facilities planning and decision-making.
2. Conduct a needs assessment to examine existing capacity and physical condition of all facilities.
  - 2.1 Assess facilities needs at each campus.

## Vision 2020 Master Plan

3. Concentrate on revenue-generating potential that could be derived from facilities.
  - 3.1 Explore potential for private investment.
  - 3.2 Share resources between the Coast Colleges and the community.
  - 3.3 Study the possibility of developing CTE-related facilities that can be repurposed in a cost-effective manner as programs evolve and revolve.
4. Identify revenue-saving strategies.
  - 4.1 Explore sustainability (green) design strategies that can reduce operating costs and promote a more favorable public image.
  - 4.2 Investigate the feasibility of establishing a capital needs “savings bucket” derived from bond measures as a method of sustaining facilities once they are in place.
  - 4.3 Explore opportunities for cross-college collaborations for more efficient facility use.





# VISION 2020

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## FACILITIES MASTER PLAN

COAST COMMUNITY COLLEGE DISTRICT : CAMBRIDGE WEST PARTNERSHIP, LLC : HILL PARTNERSHIP, INC.



# VISION 2020

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## FACILITIES MASTER PLAN

COAST COMMUNITY COLLEGE DISTRICT : CAMBRIDGE WEST PARTNERSHIP LLC : HILL PARTNERSHIP INC.

COMPLETED: MAY 2011



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# Introduction & Glossary of Terms





# Introduction

## OVERVIEW

The Vision 2020 Facilities Master Plan (Facilities Master Plan or Plan) provides a current perspective for future space requirements, buildings, and campus improvements for the Coast Community College District (District). The Plan is based on the needs of the programs of instruction at the District's three colleges (Coastline Community College, Golden West College and Orange Coast College) as projected to the year 2020. The programs of instruction provide the basis for and are the primary drivers of facilities planning throughout the District.

The Facilities Master Plan reflects the Vision 2020 Educational Master Plan and the goals of the Board of Trustees. It facilitates the six strategic, priority themes of the District by providing the physical resources necessary to support the educational process. Planned for the future are modern teaching and learning facilities that will not only attract students to the Coast Colleges but provide them with the best opportunity to succeed in their educational mission.

The District's greatest priority of student success was given consideration throughout the Plan and addressed through facility recommendations and concept designs wherever possible. Also considered was the future space needs to support STEM (Science, Technology, Engineering and Mathematics) as well as those for Career Technical Education and Basic Skills.

Finally, the Plan identifies opportunities for global and international education with recommended facilities that support that objective. It also addresses new revenue generating possibilities for the District via alternative land use options.

## GOALS

Overall, the Vision 2020 Facilities Master Plan was created with three overarching goals. The Plan will endeavor to:

1. Provide the optimal physical settings to support the District's overall academic mission
2. Serve as a resource for decision-making relative to development of the Colleges and the District in the future
3. Articulate with and support the District's Vision 2020 Educational Master Plan

## MISSION OF THE PLAN

The mission of the Facilities Master Plan was to:

- Quantify student enrollment and the capacity for growth
- Determine the needs for space
- Translate space needs into physical forms - buildings/facilities
- Develop land use requirements/options
- Identify project site locations, scopes, costs and timelines
- Articulate the findings into a comprehensive plan
- Incorporate through the Facilities Master Plan the vision and goals for the future established by the Board of Trustees

## OUTCOMES

The Vision 2020 Facilities Master Plan was targeted to achieve the following outcomes:

- A plan for growth, space needs and physical capacity for each college of the District
- A plan for site development, including enhancements and amenities
- An all-encompassing District-wide building/facilities development program
- Recommendations for land use options/alternatives

## CONTEXT OF THE PLAN

The context of the Plan is viewed through the windows of the District's three colleges. It is through the colleges that a vibrant program of instruction emerges to serve a wide and varied student body. This becomes the genesis for space, buildings, and the campuses. It is the starting point for the District's Vision 2020 Facilities Master Plan.

# Glossary of Terms

The glossary that follows includes the definition of the key words or terms used in the Facilities Master Plan. Where a word or term is referenced in sequence or repetition, parenthetical enclosures may also be used.

ASE: Shall mean "assignable square feet," the measure of "useable" square footage for a given facility.

Building/Facilities Program or Program: Shall mean, unless otherwise referred to in a generic or titled reference, the proposed Building/Facilities Program for a given college or for the District itself. It is meant to reflect the prioritization, project sequence, scope of activity and the cost of building, remodel, reconstruction or the cost of a related project as placed into a proposed, organized "program of work".

Cap/Load: Shall mean the capacity-to-load ratio. For academic spaces, this term shall refer to the amount of weekly student hours generated in comparison to the amount lecture or laboratory space held by the College. For office, library and instructional media spaces, it shall mean the relationship between the amount of space allowed by the California Administrative Code Title 5 standards and the actual space holdings of the College.

Center: Shall mean, unless otherwise referred to in a generic sense, the educational and/or administrative centers of Coastline Community College.

Coast Colleges: Shall mean, in a collective reference, the three colleges of the Coast Community College District -- Coastline Community College, Golden West College, and Orange Coast College.

College: Shall mean, unless otherwise referred to in a generic sense, any of the three colleges of the District -- Coastline, Golden West and/or Orange Coast.

District: Shall mean, unless otherwise referred to in a generic sense, the Coast Community College District.

Facilities Master Plan or Plan: Shall mean, unless otherwise referred to in a generic or titled reference, the *Vision 2020 Facilities Master Plan*.

FTEE: Shall mean "full-time equivalent faculty."

FTES: Shall mean "full-time equivalent students."

GSE: Shall mean "gross square feet," the measure of total useable and non usable square feet that define a facility.

Space Inventory: Shall mean the Coast Community College District's *Report 17 ASF/OGSF Summary and the Capacities Summary* document.

SPR: Shall mean "student participation rate," the ratio of students attending a District college per 1,000 residents. The SPR may be based on total population or on selected population segments, e.g. 18 years of age or older.

State: Shall mean, unless otherwise specified, the state of California

STEM: Shall mean the disciplines that support Science, Technology, Engineering and Mathematics, as referenced in the Plan.

WSCH: Shall mean "weekly student contact hours." All credit and non-credit hours including daily student contact hours (DSCH), positive attendance and independent studies – all of which are ultimately converted to the weekly student contact hours (WSCH).

# Formulation of the Plan



# Formulation of the Plan

## COLLABORATIVE/OPEN PROCESS

The *Vision 2020 Facilities Master Plan* was constructed at the grass roots level of each college. From these grass roots, it was brought forward to comprise the greater Plan of the District.

From January 2011 through the April 2011, the planning team spent over 200-person hours on the college campuses of the District in meetings, presentations and discussion/input sessions. A full week out of each month was dedicated to on-campus meetings with the various standing committees of the colleges. Open forums were also conducted. This process also included opportunities for input via surveys. Respondents included representation from faculty, staff, students and administration. The executive committees at each college provided guidance, direction and support throughout the process.

The process relied on a collaborative "give and take format", where each month findings from the preceding month were graphically interpreted and presented for feedback. Based on the input, conceptualized plans were refined until a final product was derived. The process also provided a venue for developing the key planning assumptions for each site. These planning assumptions also provided the shape and form for the Plan.

To augment the process for gathering qualitative input, a thorough quantitative analysis was also conducted to discern the current condition at each college and within the District overall. This included an analysis of students and the respective programs of instruction. It also included a scan of the environment.

Overall, the process identified six key areas for analysis and input. These key areas are elaborated upon more fully in the narrative and graphics that follow. In summary form, they include the following:

1. Existing Conditions
2. Capacity for and the Impact of Growth
3. Space Needs/Future Space Priorities
4. Foundation for the Vision
5. The Proposed Program of Work
6. One Vision





# Overview of Existing Conditions



# Overview of Existing Conditions

## STUDENT ORIGINS

The *Vision 2020 Facilities Master Plan* is based on the program of instruction; the program of instruction is based on students. The interconnectivity of these two components defines each college. Ultimately, it defines the District. It would be logical, therefore, that the starting point for an assessment of existing conditions begins with students. Who are the students that come to the colleges of the District? What characteristics do they have? Why do they choose the Coast Colleges?

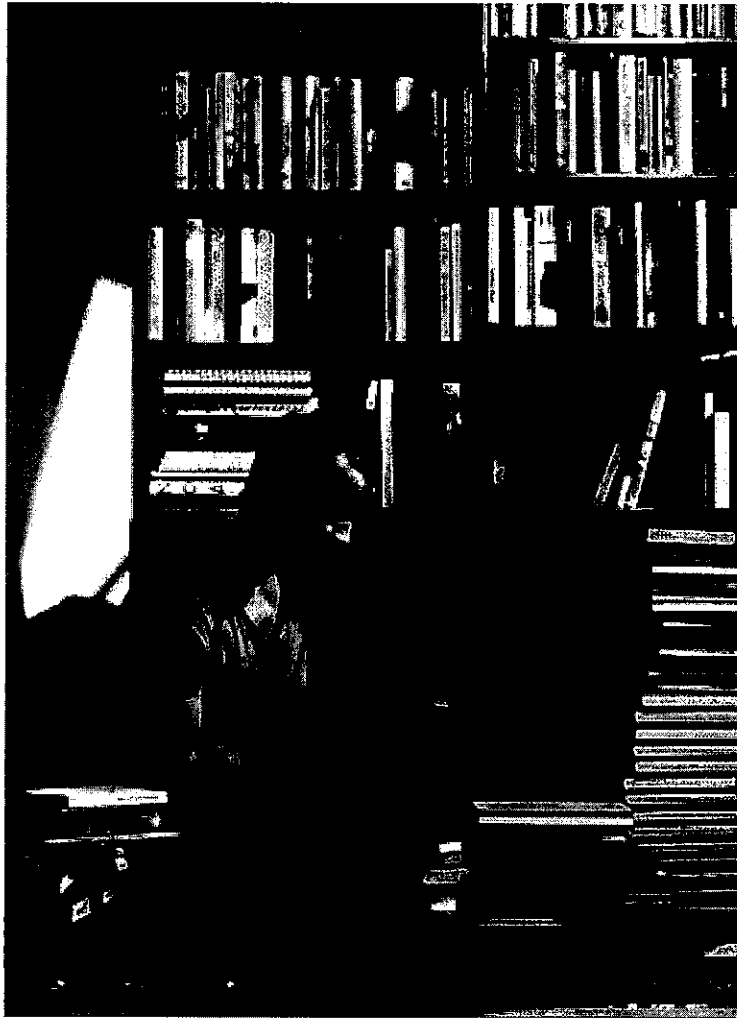


### Coastline Community College

- Using the College Administrative Center as the center point, the effective service area has expanded since last tracked in 2006 – it was defined as a 7.5-mile radius at that time. Today it is represented by a 10-mile radius (per zip-code analysis)
- There is a decreasing trend for in-district students and increasing trend for students attending from out of the District
- Site-based enrollment, including credit and non-credit students, currently accounts for 49.6% of the student body while distance education enrollment currently accounts for 50.4% of the student body – there has been an increasing trend for site-based learners
- Of the total student body, 23.1% are site-based learners only and 50.4% are distance learners only; 26.4% presently combine site-base education with distance education
- Site-based students are responsible for generating 39.2% of all weekly student contact hours while distance education learners produce 60.8%
- The distance education program reaches students nationally and internationally

In-District Cities	Fall 2006	Fall 2009
Huntington Beach	10.0%	8.9%
Garden Grove	7.8%	8.0%
Westminster	7.5%	7.0%
Costa Mesa	6.7%	5.2%
Fountain Valley	4.1%	4.1%
Newport Beach	4.3%	3.8%
Seal Beach	2.9%	2.6%
Sub Total	43.3%	39.5%
Out-of-District Zip Codes	56.7%	60.2%

Source: Coastline Community College, Office of Institutional Research; analysis Cambridge West Partnership/HPI Architects



#### ● Golden West College

- Using the College as the center point, the range of the effective service area of the has increased from 5-miles to 9-miles over the past four years (per zip-code analysis)
- The greatest percentage (63.2%) of students from the service area that attend Golden West College are under 24 years of age – well above the state average of 42%
- Students from within the District boundaries are declining – particularly from the key cities of Huntington Beach and Westminster
- The College shows a strong capacity to attract students from outside the District – Over the view period from 2001 to 2009 out-of-District enrollments have increased by 11.4%
- Students from zip codes in Long Beach, Anaheim and Santa Anna provide the greatest source of out-of-District enrollments

Source / Location	Fall 2001	Fall 2009
In-District Students	53.5%	43.9%
Out-of-District Students	44.7%	56.1%
Huntington Beach	27.2%	20.0%
Westminster	16.0%	13.6%
Total	43.3%	33.6%

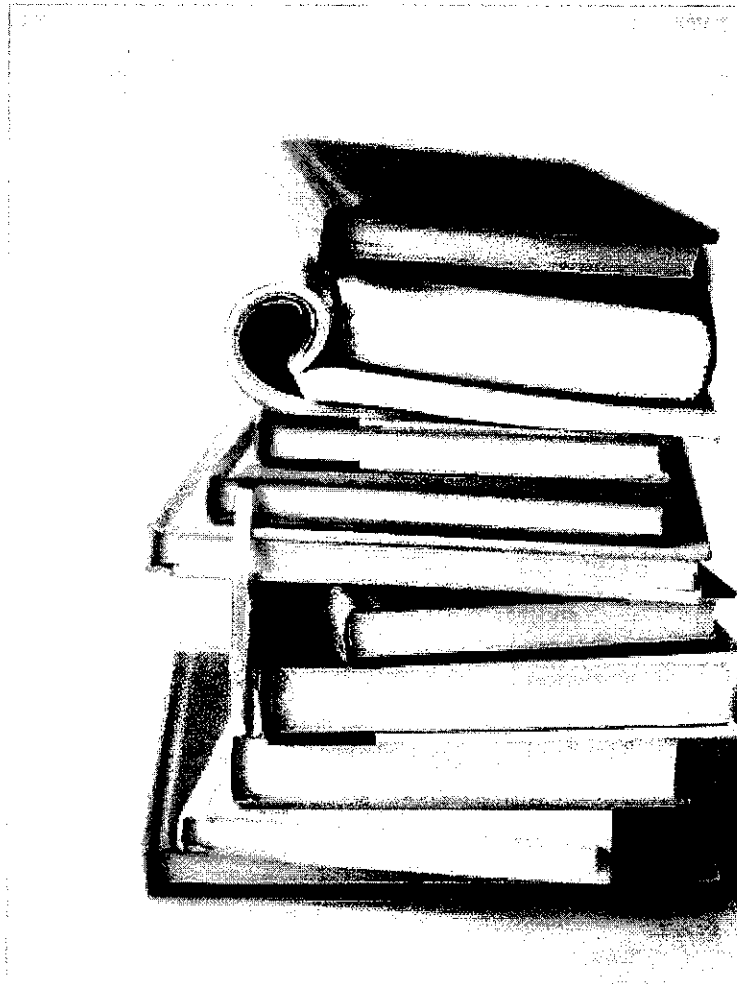
Source: Golden West College, Office of Institutional Research and Planning; analysis  
Cambridge West Partnership/HPI Architects

### ● Orange Coast College

- Using the College as the center point, the range of the effective service area has increased from 7.5-miles to 10-miles over the past four years (per zip-code analysis)
- Approximately 70% of the students attending Orange Coast are 24 years of age or younger – Overall, 45% of the students are under 21 years of age
- There is a -6% declining trend for in-District enrollments over the past ten years and a +6% increasing trend for out-of-District enrollments – The mix of in-District and out-of-District enrollments is approaching a 50%-50% balance
- The in-District cities of Costa Mesa and Huntington Beach have recorded the greatest declines over the past ten years. The out-of-District cities of Santa Ana, Orange, Tustin, Anaheim and Irvine have provided a steady and significant percentage of the student population at Orange Coast over the past ten years

		Fall 2009
In-District Students	58.0%	52.0%
Out-of-District Students	41.9%	48.0%
Costa Mesa	17.5%	17.5%
Huntington Beach	16.1%	16.1%
Total	33.6%	33.6%

Source: Orange Coast College, Office of Institutional Effectiveness analysis Cambridge West Partnership/HPI Architects



## Summary

There are several similarities among the colleges that translate to the broader District perspective.

- The District's enrollment base has grown
- An overall decline for in-district students has been offset with an increase in out-of-District students
- The colleges of the District are drawing from a larger effective service area that they did ten years ago
- Particularly, at Orange Coast and Golden West, there is a considerably younger student base as compared to the statewide averages

## THE PROGRAMS OF INSTRUCTION

The programs of instruction at Golden West College and Orange Coast College are characterized as having curriculums that are predominantly oriented to general and transfer education. The programs of instruction are strong in the areas of Mathematics and Sciences, Literature and Languages, and Social and Behavioral Science.

Through its three primary site-based educational centers, Coastline Community College reflects a program of instruction that is more tailored to the needs of the communities it serves. Alternately, the distance education program at Coastline is more oriented towards general education.

### Coastline Community College

The program of instruction at Coastline Community College is offered at sites throughout the District. The College has three campuses: Costa Mesa, Garden Grove, and Westminster. A new 68,000 square foot facility is planned for Newport Beach. Course offerings currently offered at the Costa Mesa site are projected to be transferred to the new educational center in Newport Beach. Coastline is well-known for its English as a Second Language (ESL) program and its Acquired Brain Injury program. The current program of instruction is captured in the table that follows.

SOURCE	# SEC	SEATS / SEC	WSCH	WSCH / SEC	FTES	LEC HRS	LAB HRS
Le-Jao	126	26.90	12,209	96.9	372.1	530	252
Garden Grove	85	23.49	7,571	89.1	230.7	156	146
Costa Mesa	94	28.68	2,638	92.4	264.3	182	174
Off Campus	106	30.72	4,700	44.3	143.2	115	136
Distance Ed	239	67.10	51,543	215.7	1,718.3	0	0
Work Experience			67		2.2	0	0
<b>Total</b>	<b>650</b>	<b>43.65</b>	<b>84,782</b>	<b>130.4</b>	<b>2,731.3</b>	<b>983</b>	<b>708</b>

Source: Coastline Community College, Office of Institutional Research; analysis Cambridge West Partnership/HPI Architects  
 Note: Statistics used are for the 2009 Fall Semester. The Military Program is not included in this analysis.

The primary characteristics of the program of instruction at Coastline Community College reflect credit and non-credit courses and include both site-based and distance education curricular offerings.

- 650 course offerings
- 84,782 weekly student contact hours (WSCH) (fall semester)
- 2,731 full-time equivalent students (FTES) (fall semester)
- Site-based instructional delivery modality consisting of 58% lecture and 43% laboratory
- Le-Jao Center: Responsible for 19.4% of Coastline's curriculum and generates 14.4% of the College's WSCH. Primary emphasis is on ESL, Biology, Mathematics and English
- Garden Grove Center: Responsible for 13.1% of Coastline's curriculum; generates 8.9% of the College's WSCH. 82% of curriculum is focused on Business/Computing, Biology/Chemistry and ESL
- Costa Mesa Center: Responsible for 14.5% of Coastline's curriculum; generates 10.2% of the College's WSCH. 57% of all WSCH is generated by Art, PE/Dance, Special Education
- Off Campus Programs: Responsible for 16.3% of Coastline's curriculum; generates 5.5% of the College's WSCH. Off-campus offerings are predominantly non-credit
- Distance Education: Responsible for 36.8% of Coastline's curriculum; generates 60.8% of the College's WSCH. The Distance Education curriculum includes an array of general education telecourses and on-line courses



### ● Golden West College

Golden West College offers a comprehensive program of instruction. Curricular offerings are dominated by the instructional division of Arts and Letters, Mathematics and Sciences, and Business and Social Sciences. These three divisions account for more than 75% of the course offerings and WSCH produced.

Key characteristics for the program of instruction at Golden West College include the following:

- 1,019 course offerings
- 172,824 WSCH (fall semester)
- 5,267.3 FTES (fall semester)
- Instructional delivery modality: 62% lecture and 38% laboratory
- Arts and Letters, Math and Science, Business and Social Science comprise 73% of the curriculum and generate 78% of the WSCH
- Career Technology Education responsible for approximately 10% of the curriculum and WSCH
- Extremely high productivity for enrollments per section and WSCH per class section

DIVISION	# SEC	SEATS/ SEC	WSCH	WSCH/ SEC	FTES	LEC HRS	LAB HRS
Arts and Letters	369	33.64	48,752	132.1	1,485.8	1022	327
Bus & Soc. Sci.	164	67.82	38,932	237.4	1,186.5	517	6
Counseling	14	35.60	1,437	102.7	43.8	34	0
Criminal Justice	30	35.60	5,834	194.5	177.8	159	16
Math & Sciences	214	53.58	47,396	221.5	1,444.5	352	474
Physical Ed	90	33.40	10,756	119.5	327.8	49	235
Career/Tech Ed	108	24.40	16,875	156.3	514.3	248	371
Lrn Res/Dist Lrn	30	75.40	2,851	95.0	86.9	62	84
Total	1,019	43.65	172,834	169.6	5,267.3	2,443	1,513

Source: Golden West College, Office of Institutional Research; analysis Cambridge West Partnership/HPI Architects  
 Note: Statistics used are for the 2009 Fall Semester.

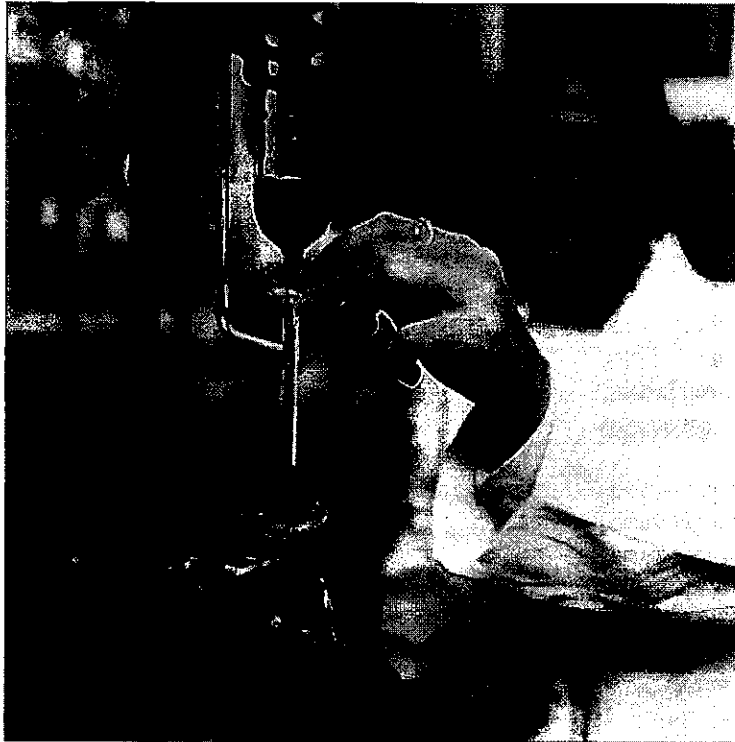
### Orange Coast College

Orange Coast College is the oldest and largest of the Coast Colleges. It has a current-day student body of 26,000 and offers a comprehensive program of instruction that is primarily oriented to transfer and general education. Curricular offerings are dominated by the instructional divisions of Social and Behavioral Sciences, Literature and Languages, Mathematics and Sciences, Visual and Performing Arts, and Consumer and Health Sciences. The current program of instruction is characterized as follows:

- 2,008 course offerings
- 329,972 WSCH (fall semester)
- 10,056 FTES (fall semester)
- Instructional delivery modality: 68% lecture and 32% laboratory
- Literature and Languages, Math and Science, Social and Behavioral Science, Visual and Performing Arts, and Consumer and Health Science comprise 76% of the curriculum and generated 80% of the WSCH
- Extremely high productivity for enrollments per section and WSCH generated per section

DIVISION			WSCH		FTES		
Business & Computing	171	38.57		170.2		537	60
Consumer & Health Sci	231	29.87		117.9		411	384
Literature and Languages	351	34.21		157.8		1,291	87
Mathematics and Sciences	352	50.25		206.7		864	661
Physical Ed/Athletics	151	44.68		109.1		218	214
Social & Behavioral Sci	353	56.76		199.1		1,033	45
Technology	119	26.55		144.5		288	329
Visual and Performing Arts	244	42.39		154.9		435	668
Other	36	37.28		104.6		66	16
<b>Total</b>	<b>2,008</b>	<b>42.69</b>		<b>164.3</b>		<b>5,143</b>	<b>2,464</b>

Source: Orange Coast College, Office of Institutional Research; analysis Cambridge West Partnership/HPI Architects  
 Note: Statistics used are for the 2009 Fall Semester.



### Summary

From a District-wide perspective, the commonalities of the programs of instruction are captured in the following summary:

- The District, through its three colleges, offers a very comprehensive program of instruction that reaches more than 54,000 unduplicated credit and non-credit students (excluding military students at Coastline)
- The vast majority of curricular offerings targets the preference of students, which is transfer and general education
- The District is particularly strong in the STEM core educational offerings of Mathematics and Science
- The disciplines of Mathematics, Science, Language Arts, and the Social and Behavioral Sciences represent the majority of curricular offerings and are responsible for generating the greatest percentage shares of WSCH
- The District's programs of instruction offer a strong range of Career Technical Education and Basic Skills
- The strength of the programs of instruction has been a major factor in attracting students to the Coast Colleges
- The programs of instruction have proven to be very competitive in the Orange County marketplace for education.

## PHYSICAL RESOURCES OF THE DISTRICT

The physical resources of the District consist of both land holdings and buildings. The current land holdings of the District include approximately 320 acres. The District utilizes approximately 309 acres to support its educational programs and to accommodate administrative operations. It currently has 8.0 acres in active, long-term land lease contracts with four separate tenants. Outside of the land at the college campuses, the District has approximately 4.0 acres on its inventory that remains undeveloped.

The District owns and maintains approximately 1.3 million usable or assignable square feet (ASF) of building space that is devoted to the support of its educational mission. Across the District, space for academic purposes includes 144,461 ASF of lecture space and 336,543 ASF of laboratory space. Office space consists of 218,020 ASF and Library/Learning Resource Support space 111,856 ASF.

Of the three colleges, Orange Coast commands the greatest share of building space at 651,951 ASF. It is followed by Golden West College at 480,951 ASF and Coastline Community College at 125,448 ASF.

### PROPERTIES OF THE DISTRICT

PROPERTY LOCATION	LOCATION	STATUS	ACRES
Coastline: College Administration Center	Fountain Valley	District Owned-College Site	6.0
<i>Bristol Park</i>	Fountain Valley	District Owned-Land Lease Tenant	1.0
<i>Tillotson Properties</i>	Fountain Valley	District Owned-Land Lease Tenant	1.0
Coastline: Le-Jao Educational Center	Westminster	District Owned-College Site	1.0
Coastline: Newport Beach Learning Center	Newport Beach	District Owned-College Site	2.5
Coastline: Garden Grove Center	Garden Grove	District Owned-College Site	4.0
<i>CSU Fullerton</i>	Garden Grove	District Owned-Lease Tenant	0.0
Coast Administration Offices	Costa Mesa	District Owned-District Office Site	6.0
<i>Connell Chevrolet</i>	Costa Mesa	District Owned-Land Lease Tenant	4.0
<i>Open Ground</i>	Costa Mesa	District Owned-Available for Use	4.0
Golden West College	Huntington Beach	District Owned	122.0
<i>CVS Pharmacy</i>	Huntington Beach	District Owned-Land Lease Tenant	1.5
Orange Coast College	Costa Mesa	District Owned-College Site	166.0
TOTAL			319.0

Source: Coast Community College District

# DISTRICT SPACE INVENTORY

State Space Category	Description	Coastline Current Space Inventory	Golden West Current Space Inventory	Orange Coast Current Space Inventory	District Current Space Inventory	Total Current Space Inventory
0	Inactive	0	43,887	4,348	0	48,235
100	Classroom	24,198	54,817	65,446	0	144,461
210-230	Laboratory	22,208	123,312	190,319	0	335,839
235-255	Non Class Lab	0	704	0	0	704
300	Office/Conference	34,551	54,347	85,443	43,679	218,020
400	Library	3,145	39,767	68,727	217	111,856
510-515	Armory	0	0	0	0	0
520-525	Phys Ed (Indoor)	4,369	52,770	78,530	640	136,309
530-535	(AV/TV)	1,659	8,164	3,409	8,145	21,377
540-555	Clinic/Demonstration	5,179	16,413	19,745	2,825	44,162
580	Greenhouse	0	0	2,905	0	2,905
590	Other	0	0	0	0	0
610-625	Assembly/Exhibition	2,089	24,700	41,934	6,756	75,479
630-635	Food Service	476	10,016	14,497	0	24,989
650-655	Lounge/Lounge Serv	1,140	4,978	9,205	3,623	18,946
660-665	Merchandizing	3,468	6,421	11,661	2,537	24,087
670-690	Meeting /Recreation	11,579	9,666	10,071	273	31,589
710-715	Data Processing/Comp	3,953	2,950	4,759	2,786	14,448
720-770	Physical Plant	7,249	25,794	34,835	11,255	79,133
800	Health Services	185	2,245	6,117	0	8,547
Totals		125,448	480,951	651,951	82,736	1,341,086

Source: Coast Community College District's Report 17 ASF/OGSF Summary and the Capacities Summary; Analysis Cambridge West Partnership; HPI Architects

## CONDITIONS OF THE PHYSICAL RESOURCES

The conditions of the District's physical resources are characterized as follows:

### Coastline Community College

Coastline Community College operates its site-based educational program in three primary locations – Westminster, Garden Grove and Costa Mesa. The college will open a new 68,000 square foot building in year 2012/2013 - the Newport Beach Learning Center. This facility will replace the current Costa Mesa Center. This new facility will be state-of-the-art in terms of teaching/learning space. The Le-Jao Center, built in 2006, also provides a modern, new facility for teaching/learning in its compact 21,600 ASF. The Garden Grove Center was constructed in 1997 and offers 24,098 ASF of modern space.

While the site-based facilities that define Coastline Community College are projected to remain in excellent condition through the year 2020, both Le-Jao and Newport Beach are landlocked. Both will need additional land area for the future.

### Golden West College

Golden West is a college in (facilities) transition. Built in the 1960's, the campus is largely comprised of buildings that have exceeded their intended life span (50 years). Infrastructure support for HVAC has recently been upgraded as part of the Measure C Bond Program. However, there is still a need to update utility infrastructure systems throughout the campus. Two new buildings have been completed as replacement facilities since 2006 – the Health Science Building (supporting the Nursing Program) and the Library/Learning Resource Center, which replaces the old Library. Additionally, a joint venture project with the Boys and Girls Club has resulted in a new Day-Care facility. A gymnasium building will also be constructed under this joint venture partnership. Currently, there are plans to replace the Math/Science Building, the Criminal Justice Building, and the Humanities Building. These three projects are awaiting state and the District funding sources.

The focus for Golden West College will be on upgrading and redefining its campus for the future. While there is a need to accommodate new growth space, the building program of the future will also focus on replacement and renovation as well as on creating modern, technology-supported teaching

and learning spaces.

### Orange Coast College

This is the District's oldest campus, with facilities dating back to the early 1950's. When the campus was initially built, the concept design supported the construction of many smaller buildings (4,000 to 5,000 square feet). While these buildings served a purpose at the time, they are now outdated for today's delivery modalities. They are also largely in disrepair and inefficient in terms of energy, maintenance and upkeep. The planning concept for the future has been to replace these smaller, inefficient buildings with larger structures that consolidate space and house like disciplines and programs in one building.

Based on its 2003/2004 Educational and Facilities Master Plan and the Measure C Bond Program, Orange Coast College has made substantial progress in addressing its facilities needs. New facilities include a new Arts Center, the renovation of Watson Hall for Student Services, the Doyle Arts Pavilion, the Fitness Complex, the Library/Learning Resource Center, and the Consumer and Science Laboratory Building. Planned and awaiting state and local funding sources are the Music Building, the Business, Math and Computing Center, the Language Arts and Social Science Building, the Maritime Academy, and the Chemistry Building remodel/expansion. The College has addressed some of its critical infrastructure issues and has accommodated some of its unmet growth needs but there is still much to be accomplished. The overall condition of the campus is above average. It will move to excellent with the planned new facilities.

### District

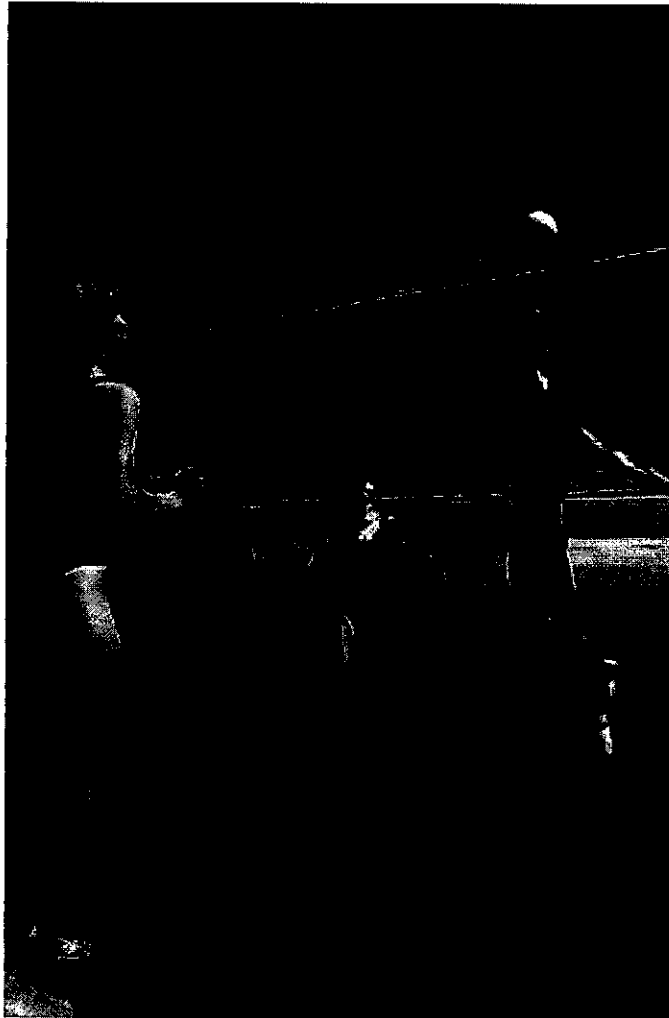
The District has 82,726 ASF of space under its purview. Its primary facility is the new District Office Complex (39,500 ASF) that was completed in 2008. The District also maintains the District Transportation and Maintenance facility and the KOCE TV facility (Golden West College). Generally, the District's facilities range from very good condition to excellent. Other than scheduled maintenance, there are no known space or facility needs that would require new construction or major renovation, although this condition may change over the next 10-years.

# Capacity for & Impacts of Growth





# Capacity for and Impacts of Growth



## KEY GROWTH DETERMINANTS

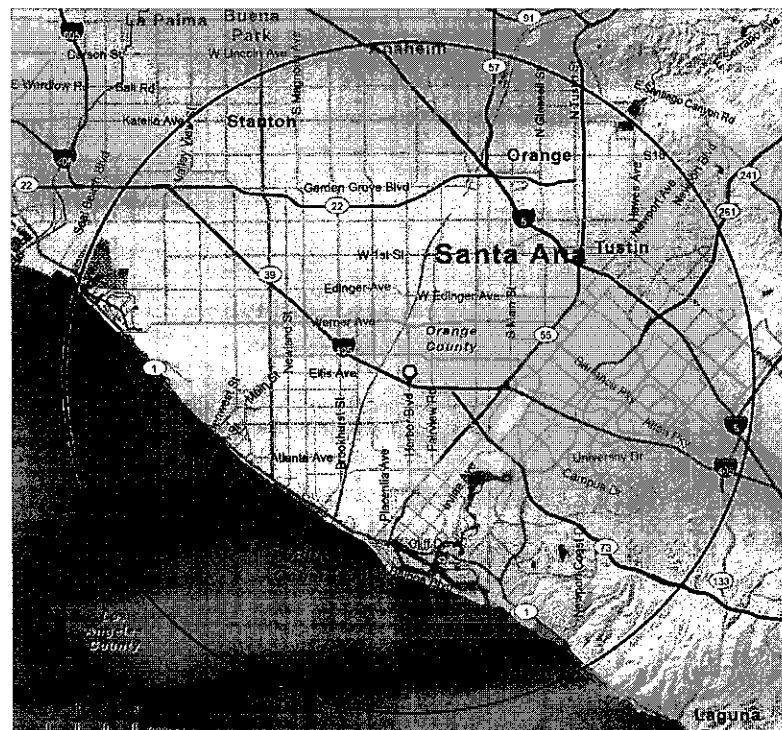
Future growth capacity for the District and the colleges of the District was determined via analysis of several quantifiable elements. Chief among these were:

1. The District's effective service area
2. An analysis of demographic data and trends
3. The historical trends of the Coast Colleges relative to enrollment and WSCH generation
4. Orange County area dynamics relative to education and economic vitality
5. The proximity to transportation infrastructure
6. The strength of the Coast Colleges' programs of instruction

### The Effective Service Area

Based on a comprehensive analysis of enrollments by zip code, more than three quarters of the students who attend the Coast Colleges can be traced to a 10-mile radius with a center point at South Coast Drive and Harbor Boulevard. This is, essentially, where the majority of students originate. It is the District's effective service area.

COAST COMMUNITY COLLEGE DISTRICT : EFFECTIVE SERVICE AREA



Source: ESRI Demographic Data Systems, analysis Cambridge West Partnership/HPI Architects

## Demographic Characteristics of the District's Effective Service Area

The demographic characteristics of the effective service area are captured in the table at right:

### Key Characteristics

- A population base of 1.7million
- A slow annual population growth rate
- Strong median household incomes of \$75,534 and a per capita income of \$29,755 that are well above the averages for the state. Households with incomes above \$100,000 will grow by eleven percentage points over the next five years. Only 5.9% of the household have income levels below the poverty line
- A dominant but declining White race/ethnic segment. An ascending Hispanic and Asian population base
- Strong opportunity for education for ages 25 years and above
  - 22.0 % of have less than a high school diploma
  - 19.6% have a high school diploma
  - 18.7% have completed some college level work but do not have a degree
  - 7.6% have Associate degrees
  - 20.90% have Bachelor's degrees
  - 11.2% have Master's Degree or higher
- Employment and workforce data -
  - The workforce is predominately based in the Services industry – 48.3%. It is followed by Manufacturing (13.0%) and Retail Trade (10.8%).
  - "White Collar" employment accounts for 64.7% of all jobs (led by the Professional and Management/Business/Financial sector)
  - "Blue Collar" employment represents 18.7% of all jobs (led by Production and the Construction/Extraction sectors)
  - "General Services" accounts for 16.5% of all jobs

DEMOGRAPHIC AND INCOME MARKERS : EFFECTIVE SERVICE AREA OF THE DISTRICT

CHARACTERISTIC		YEAR 2010	YEAR 2015
Demographic Data			
	Population	1,695,375	1,726,713
	Population Rate of Growth	0.37%	0.34%
	Average Household Size	3.21	3.22
	Household Rate of Growth	0.30%	0.29%
Income Data			
	Median Household Income	\$75,534	\$96,333
	Per Capita Income	\$29,755	\$33,958
	Household Income Over \$100K	33.1%	42.1%
Age Segmentations			
	Median Age	33.4	33.5
	0 to 19 Years of Age	29.2%	28.1%
	20 to 24 Years of Age	7.7%	8.0%
	25 to 54 Years of Age	43.6%	42.1%
	55 Years and Above	19.6%	21.7%
Primary Race/Ethnicity			
	White	53.2%	50.5%
	Hispanic *	40.0%	41.4%
	Asian	19.4%	21.2%
	Black	1.6%	1.6%

\* Persons of Hispanic Race/Ethnicity may be of any race

Source: ESRI Demographic Data Systems; analysis Cambridge West Partnership/HPI Architects

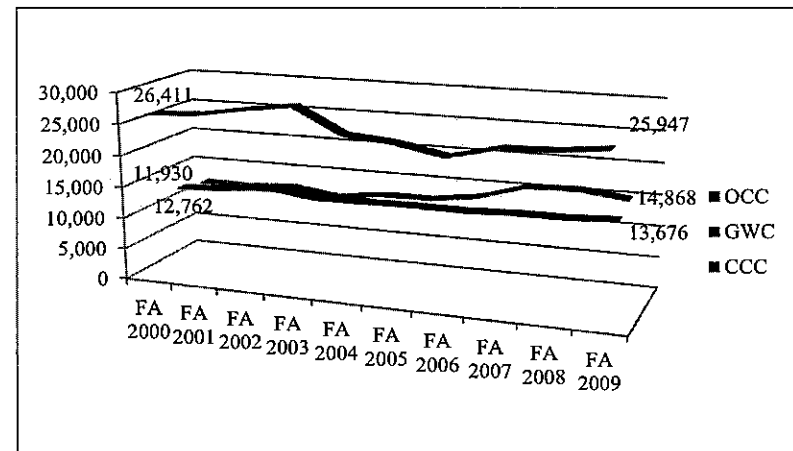
## Historic Trends for Student Enrollment and WSCH

A review of past growth at the Coast Colleges provides a quantitative basis for determining future growth capacities. The historic trends for enrollment and WSCH are noted at right.

Enrollment growth in terms of relative values (percentages) has fluctuated at each of the colleges over the period of 2000 to 2009. From a District perspective growth has averaged 0.75% on an annual basis. This is approximately twice the annual rate of growth for the population.

As viewed over the period 2003 to 2009, the annual growth rate for weekly student contact hours has averaged 2.5% across the District. Combined with the data for enrollment, WSCH generated per enrollment has increased from 9.62 to 10.78. This is an encouraging trend. It suggests that students, over the past six years, have been taking greater course loads at the colleges.

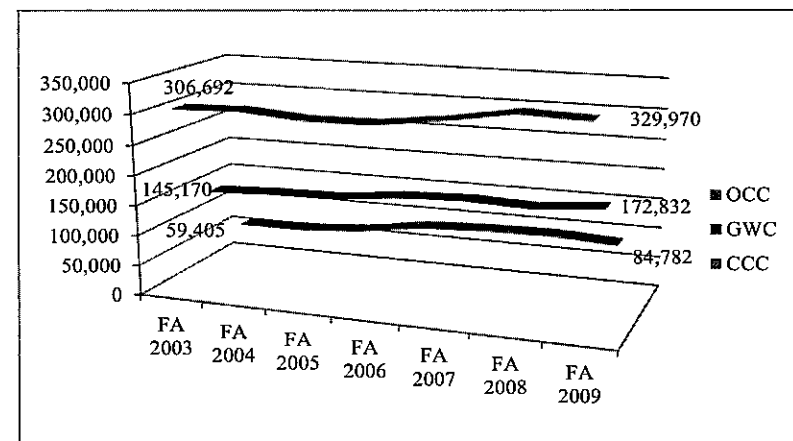
### UNDUPLICATED ENROLLMENT GROWTH 2000 – 2009



Source: Coastline Community College, Golden West College, Orange Coast College Offices of Institutional Research/Effectiveness; analysis Cambridge West Partnership/HPI Architects

Note: Data is for fall semesters only

### GROWTH FOR WSCH 2004 -- 2009



Source: Coastline Community College, Golden West College, Orange Coast College Offices of Institutional Research/Effectiveness; analysis Cambridge West Partnership/HPI Architects.

## Orange County Vitality

The Orange County area vitality is captured in the following table of economic indicators.

Economically, Orange County is faring better than the rest of Southern California and the state relative to a recovery from the worst economic crisis since the Great Depression. Orange County is showing positive signs for the economic measures of non-farm employment as well as for the rate of unemployment. Taxable retail sales show a trend for upward movement, although not at the levels of pre-2006

(prior to the economic recession). Even housing unit permits are in the plus column for 2011. Orange County will recover faster than the surrounding area. The recovery, however, is projected to be in fits and starts.

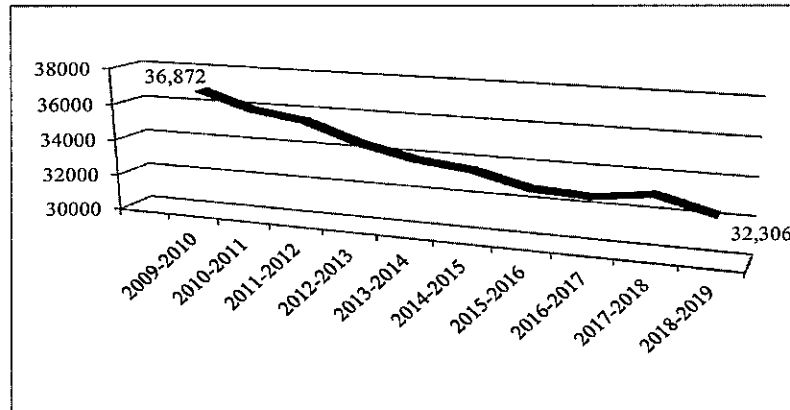
The climate for education in Orange County will remain strong and vibrant for the most part. The lone concern is the high school graduation rates, which are projected to decrease for the next eight years.

Note: Data is for fall semesters only

	Population on July 1 of (000s)	Nonfarm Employment (avg., 000s)	Unemp. Rate (avg., %)	Total Personal Income (\$ billions)	Per Capita Personal Income (\$)	Taxable Retail Sales (\$ billions)	Total Overnight Visitors (millions)	Housing Unit Permits Issued	Nonresidential Building Permits (\$ millions)
2000	2,863.6	1,388.9	3.5	109.490	38,235	27.485	40.2	12,367	1,762
2001	2,917.0	1,413.7	3.9	112.245	38,479	28.519	40.9	8,646	1,350
2002	2,959.7	1,403.7	5.0	116.003	39,194	29.647	41.7	12,020	1,209
2003	3,000.1	1,429.0	4.8	122.426	40,807	32.288	42.7	9,311	1,006
2004	3,031.6	1,456.7	4.3	130.320	42,988	35.442	43.5	9,322	1,133
2005	3,055.5	1,491.0	3.8	139.408	45,625	37.673	44.7	7,206	1,495
2006	3,067.3	1,518.9	3.4	150.598	49,098	39.074	44.9	8,371	2,401
2007	3,089.8	1,515.5	3.9	153.839	49,790	38.988	44.4	7,072	2,005
2008	3,124.2	1,481.6	5.3	155.118	49,650	35.769	43.1	3,159	1,439
2009	3,155.4	1,371.4	9.0	147.982	46,898	31.350	42.7	2,177	951
2010f	3,166.5	1,364.1	9.8	150.200	47,435	32.134	43.0	2,600	1,040
2011f	3,191.8	1,382.5	9.4	156.543	49,045	33.965	43.4	3,920	1,145
<b>% Change</b>									
'01/'00	1.9%	1.8%		2.5%	0.6%	3.8%	1.7%	-30.1%	-23.4%
'02/'01	1.5%	-0.7%		3.3%	1.9%	4.0%	2.0%	39.0%	-10.4%
'03/'02	1.4%	1.8%		5.5%	4.1%	8.9%	2.4%	-22.5%	-16.8%
'04/'03	1.0%	1.9%		6.4%	5.3%	9.8%	1.9%	0.1%	12.6%
'05/'04	0.8%	2.4%		7.0%	6.1%	6.3%	2.8%	-22.7%	32.0%
'06/'05	0.4%	1.9%		8.0%	7.6%	3.7%	0.4%	16.2%	60.6%
'07/'06	0.7%	-0.2%		2.2%	1.4%	-0.2%	-1.1%	-15.5%	-16.5%
'08/'07	1.1%	-2.2%		0.8%	-0.3%	-8.3%	-2.9%	-55.3%	-28.2%
'09/'08	1.0%	-7.4%		-4.6%	-5.5%	-12.4%	-0.9%	-31.1%	-33.9%
'10/'09	0.4%	-0.5%		1.5%	1.1%	2.5%	0.7%	19.4%	9.3%
'10/'11	0.8%	1.3%		4.2%	3.4%	5.7%	0.9%	50.8%	10.1%

Source: State of California: Dept. of Finance, Employment Development Dept., Board of Equalization; U.S. Dept. of Commerce;

Construction Industry Research Board; Los Angeles Economic Development Commission, LAEDC Kyser  
Center for Economic Research  
**PROJECTED HIGH SCHOOL GRADUATION RATES**



Source: California State Department of Finance; analysis Cambridge West Partnership/HPI Architects

Orange County high school graduation rates are projected to decline -1.38% annually over the period 2000 to 2019. Overall, the decrease will amount to -12.4%. While that is not great news for the Coast Colleges, it is not altogether devastating. High schools within the District are projected to be more flat than declining. As a result, the impact within the District will not be as dramatic.

### Proximity to Transportation Infrastructure

One of the prime reasons that the Coast Colleges have been successful in attracting students from outside the District is its physical location. It is in the heart of the main transportation corridors for Orange County. Interstate 405 (San Diego) Freeway bisects the center of the District's effective service area. It is supported by the other primary north/south freeway -- the Interstate 5 (Santa Ana) Freeway. Freeway 73 provides additional access from the south while Freeways 55 and 22 provide passage and access from the east and west. Additionally, there are several surface arterials that support access to the Coast College.

### Strength of the Coast Colleges' Curriculum

Based on the data reviewed and qualitative input, students choose the colleges of the District for many reasons. The reasons most frequently stated are:

- 1) The strength and diversity of the curriculum
- 2) The breadth of curricular offerings
- 3) The strength of support services
- 3) A belief that they (students) will be successful in their educational mission

The vast majority of students at Orange Coast and Golden West (in excess of 80%) attend with the objective of transfer to a four-year institution. Both of these colleges have strong programs for transfer and general education. The educational mission at Coastline Community College is directed to support the part-time student. With its predominant program in distance education, 70% of the credit-students attending are part-time. These students primarily choose Coastline to fill the need for a particular course or a series of courses over time. In this regard, the College fills an important niche in the District's range of educational opportunities -- i.e. it meets the needs of a particular student type; it supports students in achieving a particular academic mission.

### PROJECTIONS FOR FUTURE GROWTH

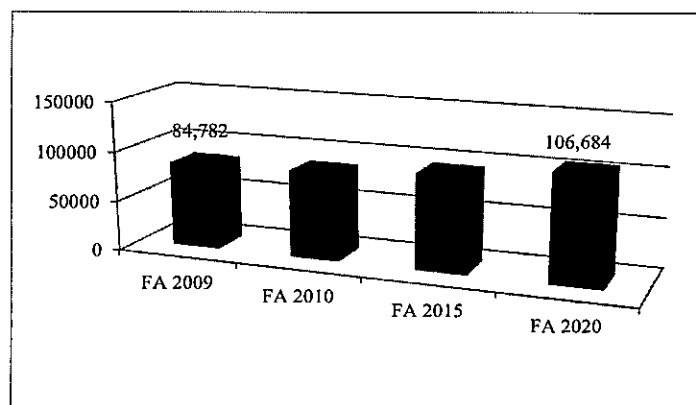
Growth forecasts were developed for each college. The forecasts varied as a result of the application of the growth determinants. Intangible, non-quantifiable factors were also considered. These included past reputation, strength of educational mission, the ability to achieve that educational mission, and the capacity to compete in a very crowded educational marketplace. All factors considered, the forecast are as follows:

### Coastline Community College

Given the intentions and direction of Coastline for the future, the prospects for growth will remain favorable. WSCH generation for the College is projected to grow at an annual average rate of 2.35%. This represents an increase from the current baseline of 84,782 WSCH (2009 Fall Semester) to 106,684 WSCH (fall semester) by 2020. This translates to approximately 3,439 FTES for the 2020 Fall Semester.

Enrollment growth at Coastline is projected to average 1.78% on an annual basis through the year 2020. Starting with the current (2009 Fall Semester) enrollment of 14,868, an enrollment of 17,781 is projected by year 2020. The forecast assumes continuance of its strong program of Distance Education and renewed emphasis on student participation at the site-based educational centers.

### COASTLINE FORECAST FOR WSCH



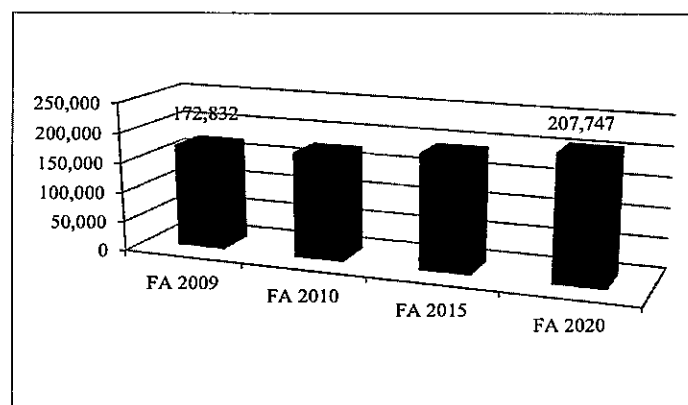
Source: Cambridge West Partnership/HPI Architects projections

### Golden West College

Based on the key growth determinants, WSCH generation at Golden West College is projected to grow from its current mark (2009 Fall Semester) of 172,832 to 207,747 by the year 2020. This represents an annual average growth rate of 1.84%. WSCH growth is predicated upon a program of instruction that is similar to that which currently exists – i.e. primarily targeted to transfer and general education with growing programs in both Career Technical Education and Basic Skills.

The average annual growth rate for enrollment at Golden West College was projected at 1.14%. From a 2009 Fall Semester starting point of 13,673, the 2020 enrollment is projected to be 15,391. This growth is predicated on Golden West's continued ability to attract students from outside the District and to recapture some of the enrollment loss in the key cities of Huntington Beach and Westminster.

### GOLDEN WEST FORECAST FOR WSCH



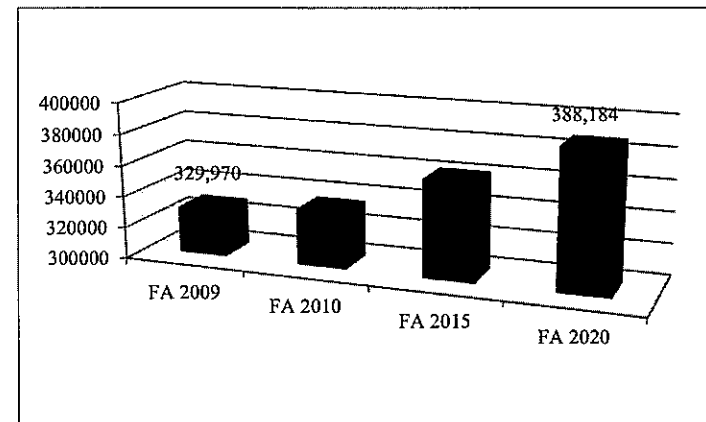
Source: Cambridge West Partnership/HPI Architects projections

#### ● Orange Coast College

The average annual growth rate for WSCH generation is projected to be 1.60%. Overall, WSCH generation, on a semester basis, is projected to increase from 329,970 in the base year of 2009 (fall semester) to 388,143 in 2020 (fall semester).

Orange Coast College has demonstrated a strong capacity to compete in the educational marketplace. It has been highly successful in attracting students from outside the District. This trend is projected to continue for the future. For the period of 2009 to 2020, unduplicated student enrollments are projected to grow from 25,947 in 2009 to 28,332 by 2020. The effective annual average growth rate for enrollment is projected to be 0.84 %.

#### ● ORANGE COAST FORECAST FOR WSCH



Source: Cambridge West Partnership/HPI Architects projections



## THE IMPACTS OF FORECASTED GROWTH ON THE PROGRAMS OF INSTRUCTION

The distribution of future growth will manifest differently at each college. Using the current instructional programs as baselines, the tables that follow depict the impacts to the future programs of instruction in terms of the number of sections required to meet projected WSCH and the distribution of WSCH between lecture and laboratory.

### COASTLINE COMMUNITY COLLEGE : PROJECTIONS AND WSCH DISTRIBUTION FOR FUTURE PROGRAM OF INSTRUCTION

DIVISION	# SEC	2009		WSCH/ SEC	FTES	LEC HRS	LAB HRS
		SEATS/ SEC	WSCH				
Le-Jao	126	26.90	12,209	96.9	327.0	530	240
Garden Grove	85	23.49	7,494	88.2	228.4	156	146
Costa Mesa/Newport Beach	94	28.68	8,688	92.4	264.7	182	170
Off-Campus	106	30.27	4,700	44.3	143.3	115	136
<i>sub total Site-based</i>	411	27.95	33,091	1,183.9	963.4	983	692
Distance Education	239	67.10	51,548	215.7	1,718.3		
<i>sub total Distance Ed</i>	239	67.10	51,548	215.7	1,718.3		
Work Experience			70		2.1		
<i>sub total Work Experience</i>			70		2.1		
<b>TOTAL</b>	<b>650</b>	<b>42.15</b>	<b>84,709</b>	<b>130.3</b>	<b>2,683.8</b>	<b>983</b>	<b>692</b>

DIVISION	# SEC	2020		WSCH/ SEC	FTES	LEC WSCH	LAB WSCH
		WSCH					
Le-Jao	132	14,099	106.81	429.7	8,397	5,702	
Garden Grove	89	9,615	108.03	293.0	5,259	4,356	
Costa Mesa/Newport Beach	111	11,146	100.41	339.7	6,397	4,749	
Off-Campus	143	6,031	42.17	183.8	2,561	3,470	
<i>sub total Site-based</i>	475	40,891	86.09	1,246.2	22,614	18,277	
Distance Education	295	65,793	51,548	2,193.1	65,793	0	
<i>sub total Distance Ed</i>	295	65,793	223.03	2,193.1	65,793	0	
Work Experience							
<i>sub total Work Experience</i>							
<b>TOTAL</b>	<b>770</b>	<b>106,684</b>	<b>138.55</b>	<b>3,439.3</b>	<b>88,407</b>	<b>18,277</b>	

Source: Cambridge West Partnership/HPI Architects projections. WSCH and FTES are projected on a fall semester basis.

Note: Sections at Le-Jao in year 2020 were influenced by a change in calculation methodology. Biology sections in 2009 were listed separately for lecture and lab but combined as a single section in the projection for 2020.

GOLDEN WEST COLLEGE : PROJECTIONS AND WSCH DISTRIBUTION FOR FUTURE PROGRAM OF INSTRUCTION

DIVISION	# SEC	SEATS/ SEC	2009		FTES	LEC HRS	LAB HRS
			WSCH	WSCH/ SEC			
Arts and Letters	369	33.64	48,752	132.1	1,485.8	1022	327
Bus & Soc. Sci.	164	67.82	38,932	237.4	1,186.5	517	6
Counseling	14	35.60	1,437	102.7	43.8	34	0
Criminal Justice	30	35.60	5,834	194.5	177.8	159	16
Math & Sciences	214	53.58	47,396	221.5	1,444.5	352	474
Physical Ed	90	33.40	10,756	119.5	327.8	49	235
Career/Tech Ed	108	24.40	16,875	156.3	514.3	248	371
Lrn Res/Dist Lrn	30	75.40	2,851	95.0	86.9	62	84
<b>Total</b>	<b>1,019</b>	<b>43.65</b>	<b>172,834</b>	<b>169.6</b>	<b>5,267.3</b>	<b>2,443</b>	<b>1,513</b>

DIVISION	# SEC	WSCH	2020	LEC WSCH	LAB WSCH	FTES
			WSCH/ SEC			
Arts and Letters	476	58,599	123.11	45,526	13,074	1,785.9
Bus & Soc. Sci.	222	46,796	210.79	46,459	337	1,426.2
Counseling	17	1,728	101.62	1,728	0	52.6
Criminal Justice	36	7,012	194.79	6,381	631	213.7
Math & Sciences	296	56,971	192.47	26,616	30,355	1,736.3
Physical Ed	107	12,929	120.83	2,865	10,064	394.0
Career/Tech Ed	111	20,285	182.74	7,992	12,293	618.2
Lrn Res/Dist Lrn	36	3,427	95.20	2,996	431	104.4
Total	1,301	207,746	159.68	140,563	67,185	6,331.3

Source: Cambridge West Partnership/HPI Architects projections. WSCH and FTES are projected on a fall semester basis

ORANGE COAST COLLEGE : PROJECTIONS AND WSCH DISTRIBUTION FOR FUTURE PROGRAM OF INSTRUCTION

DIVISION	4 SEC	5-6 SEC	7-12 SEC	13-15 SEC	FTED	LEI HRS	LAB HRS
Business & Computing	171	38.57	29,101	170.2	886.9	537	60
Consumer & Health Sci	231	29.87	27,229	117.9	829.8	411	384
Literature and Languages	351	34.21	55,379	157.8	1,687.7	1,291	87
Mathematics and Sciences	352	50.25	72,761	206.7	2,217.5	864	661
Physical Ed/Athletics	151	44.68	16,475	109.1	502.1	218	214
Social & Behavioral Sci	353	56.76	70,273	199.1	2,141.7	1,033	45
Technology	119	26.55	17,197	144.5	524.1	288	329
Visual and Performing Arts	244	42.39	37,792	154.9	1,151.8	435	668
Other	36	37.28	3,765	104.6	114.7	66	16
TOTAL	2,483	428.00	320,462	1,292.8	10,066.1	5,447	2,124

DIVISION	4 SEC	5-6 SEC	7-12 SEC	13-15 SEC	FTED	LEI HRS	LAB HRS
Business & Computing	225	34,232	152.1	31,317	2,914	1,043.2	
Consumer & Health Sci	259	32,030	123.7	19,061	12,969	976.1	
Literature and Languages	412	65,141	158.1	61,714	3,427	1,985.3	
Mathematics and Sciences	441	85,588	194.1	54,951	30,636	2,608.4	
Physical Ed/Athletics	176	19,379	110.1	8,833	10,547	590.6	
Social & Behavioral Sci	449	82,661	184.1	79,528	3,133	2,519.2	
Technology	130	20,229	155.6	9,713	10,517	616.5	
Visual and Performing Arts	293	44,455	151.7	19,289	25,166	1,354.8	
Other	41	4,429	108.0	3,873	556	135.0	
Total	2,483	320,462	1,292.8	320,462	10,066	5,447	10,066

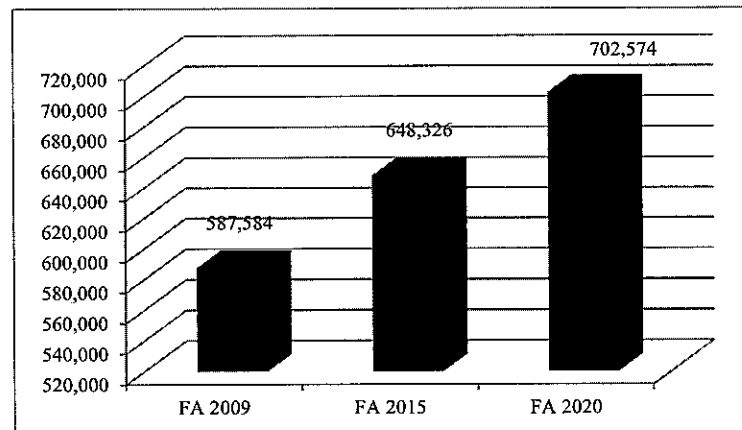
Source: Cambridge West Partnership/HPI Architects projections. WSCH and FTES are projected on a fall semester basis

## PERSPECTIVE

For the 2009 Fall Semester, unduplicated growth at the District was 54,488 students. This does not include students enrolled in the specialized military program at Coastline Community College. Combined WSCH generation was 587,584.

As forecast to the year 2020, District enrollment is projected to grow by 7,016 students overall. This represents an annual average growth rate of 1.17% and cumulative growth of 12.9% from the period of 2009 to the year 2020. Total District enrollment by the year 2020 is projected to reach 61,504 students

DISTRICT PROJECTION FOR WSCH 2009 TO 2020



Source: Cambridge West Partnership/HPI Architects

Over this period, District WSCH is projected to grow by 1.78% annually and 19.6% cumulatively. This represents growth of 114,990 WSCH. From its 2009 Fall Semester starting point, District WSCH is projected to reach 702,574 by the year 2020.

District growth projections for the future have been predicated on several assumptions. The initial assumption is that the three colleges of the District will remain operational throughout the next 10 years and that their respective academic missions will remain similar to what currently exists. Additionally, that the programs of instruction will be modified with regard to content and/or delivery, but overall will remain similar in terms of scope and purpose. The third assumption is that the recovery that has begun for the California economy will continue.

Growth was also predicated on the belief that the service area of the District will remain viable. The current effective service area identified for the District has a population base of 1.7 million. This represents approximately one-half of the population of Orange County. The ability of the District to successfully draw from this large service area is projected to outweigh the impacts of slower population growth and declining high school graduation rates in Orange County. To achieve the growth forecast, it will be necessary for the District to reverse the trend for declining student participation within the key in-District cities as well.

# Space Needs/ Space Priorities



# Space Needs / Space Priorities



The state's Title 5 Standards are the quantifiable measure used to determine space needs for the key categories of lecture, laboratory, office, library/learning resources and instructional media. The state also has guidelines for indirect, non-academic space that supports these five space categories.

Applying these standards and guidelines, the qualifications for space by college, and for the District overall, are noted in the table that follows. While this measure does not transfer directly into buildings and facilities, it provides the initial assessment as to deficiencies and excesses within the space categories of the District.

Future space needs and priorities outlined for the three colleges of the District are captured in the pages that follow.

SPACE QUALIFICATIONS/NEEDS

Description	Coastline Current Inventory	Coastline Title 5 Qualify Year 2020	Golden West Current Inventory	Golden West Title 5 Qualify Year 2020	Orange Coast Current Inventory	Orange Coast Title 5 Qualify Year 2020	District Current Inventory	District Projected Need Year 2020	Total Projected Need Year 2020
Inactive	0	0	43,887	0	4,348	0	0	0	0
Classroom	24,198	9,433	54,817	60,301	65,446	124,727	0	0	50,053
Laboratory	22,208	35,654	123,312	138,263	190,319	232,287	0	0	70,365
Non Class Lab	0	816	704	1,462	0	2,692	0	0	4,266
Office/Conference	34,551	28,366	54,347	55,399	85,443	103,505	43,679	43,679	13,430
Library	3,145	34,233	39,767	45,365	68,727	75,802	217	217	43,766
Armory	0	0	0	0	0	0	0	0	0
Phys Ed (Indoor)	4,369	12,000	52,770	35,000	78,530	35,000	640	640	0
(AV/TV)	1,659	12,193	8,164	13,328	3,409	15,916	8,145	8,145	28,205
Clinic/Demo	5,179	3,463	16,413	6,156	19,745	11,333	2,825	2,825	0
Greenhouse	0	0	0	0	2,905	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
Assembly/Exhibit	2,089	3,591	24,700	16,391	41,934	23,332	6,756	6,756	0
Food Service	476	5,154	10,016	9,235	14,497	16,999	0	0	6,399
Lounge/Lounge Serv	1,140	837	4,978	4,242	9,205	7,926	3,623	3,623	0
Merchandizing	3,468	7,236	6,421	11,312	11,661	20,482	2,537	2,537	18,000
Meeting /Recreation	11,579	2,361	9,666	5,125	10,071	9,435	273	273	0
Data Procg/Comp	3,953	5,000	2,950	5,000	4,759	5,000	2,786	2,786	3,338
Physical Plant	7,249	8,324	25,794	20,307	34,835	34,475	11,255	11,255	0
Health Services	185	1,200	2,245	1,200	6,117	1,200	0	0	0
<b>Totals</b>	<b>125,448</b>	<b>175,942</b>	<b>480,951</b>	<b>427,586</b>	<b>651,951</b>	<b>725,110</b>	<b>82,736</b>	<b>82,736</b>	<b>237,822</b>

Source: Coast Community College District's Report 17 ASF/OGSF Summary and the Capacities Summary; Title 5 California Code of Regulations; Analysis Cambridge West Partnership; HPI Architects



### ● Coastline Community College

- Based on the existing space inventory, the current and planned "teaching space" (lecture and laboratory) will be sufficient to meet the needs through the year 2020
- There will be individual space categories that demonstrate a need for space – these include
  - Library/Learning Resources – including Success Centers
  - Support spaces for students – including Food Services and Assembly
  - Instructional media spaces
- Coastline's priority will be more on reorganization and redefinition of existing space for greater/higher utilization -
  - Space that promotes and enhances the connection of students with the campus will be a priority
  - The conversion of existing spaces on the campuses to meet projected changes in the curriculum

### ● Golden West College

- Golden West is projected to have a need for an additional 20,000 ASF of new academic growth space
- Key priorities that will address these space needs will include:
  - Academic
    - Science/Math Building (replacement and expansion)
    - Criminal Justice Training Center (new construction)
    - Language Arts Complex
  - Support
    - Student Services/Student Activities Center
  - Career/Technical Projects
    - Cosmetology
    - KOCE Reuse
- Additional Needs/Priorities for Space:
  - Business and Social Sciences
  - Redistribution of Career Technical Education space
  - Alternative land uses that promote entrepreneurial opportunities
- There is also a need to redefine and reuse existing space for greater/higher utilization

### ● Orange Coast College

- Based on the current inventory for space, Orange Coast is projected to have a need for an additional 100,000 ASF of academic space by the year 2020
- There are several projects in the state's Capital Outlay Program that will help address the 100,000 ASF shortfall for academic space
- Space needs and priorities will include:

#### Academic

- Consumer/Science Laboratories
- Music Building Modernization
- Language Arts and Social Science
- Business, Mathematics, Computing Center
- Maritime Academy
- Chemistry Building

Even with planned new construction and renovation, Orange Coast College will need an additional 26,500 ASF by year 2020 – this would most likely manifest in a new multidisciplinary facility

#### Support

- Student Union Complex
- Parking Structure

#### Other

- Planetarium
- Alternative land uses that promote entrepreneurial opportunities

### ● Coast District

The District has 82,736 ASF in its current space inventory. More than half of that space is categorized as office space. The bulk of office space (90%) is associated with the District Office Complex. The remaining space is spread across long-term lease buildings, technology related facilities and maintenance centers.

From a quantitative perspective, there was no new space identified as needed for the future. The current space of 82,736 ASF was projected to meet the existing needs of the District to the year 2020.

# Foundation for the Future Vision



# Foundation for the Future Vision

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## KEY PLANNING ASSUMPTIONS

Key planning assumptions at each site were derived primarily from the verbal and survey inputs of the constituent base of faculty, staff, students and administrators. Quantitative data was also introduced into these assumptions as projections for the future programs of instruction.

Listed below are the visions, beliefs and values extracted from this process. They provide the foundation for the future direction of each campus.

### Coastline Community College

#### ▪ Program of Instruction

- The curriculum will become more diversified and offer greater opportunities for degree and transfer students
- Changes in the program of instruction will cause site-based enrollment and WSCH to increase
- Greater emphasis will be placed on attracting full-time students  
Consistent with its mission, Coastline will remain heavily based in Distance Education, accounting for 50% of all WSCH produced
- WSCH generated per enrollment will see continual improvement upwards
- Non-credit offerings will be re-evaluated in light of budgetary pressures

#### ▪ Space and Facilities

- The emphasis for space at Coastline will be on reorganization/ redefinition of space, particularly space for students/student life
- LRC and support space for students have current space deficits
- Site-based facilities will need to be reconfigured to support degree programs
- There is a great need for student gathering spaces – both indoor and outdoor
- Facilities should support the beginning of a student life emphasis on the campus
- Food services should be incorporated into the campus design to encourage students staying on the premises
- There is a need for a large multi-use room for testing, orientation and assembly
- There is a need to have space for international students
- Video conferencing space to support program delivery
- Future facility emphasis should be placed on creating flexible, multifunctional teaching/learning spaces

### Golden West College

#### ▪ Program of Instruction

- While individual curricular offerings may change, the program of instruction will generally remain similar to that which presently exists – general education/transfer
- CTE will see the greatest changes in terms of curricular modifications
- WSCH per enrollment will remain at levels between 12.6 and 13.5.
- The high rate of WSCH generated per class section will downtrend moderately

#### ▪ Space and Facilities

- Golden West College's facility plan will focus on meeting unmet growth needs through new construction, replacement construction, upgrading and modernizing
- Most of Golden West College's space needs will be met with projects that are presently planned and awaiting a source of financial support
- The facility plan of the future will make provision for accommodating cutting edge career technology programs
- The campus of the future will have improved signage that visibly identifies the College to the surrounding community
- Campus maps at entry points, welcoming entryways and purposeful visual corridors that allow the public to see into the campus will be high priorities
- Vehicular circulation will include passenger loading and drop-off areas along with enhanced lighting and emergency phones
- There will be a stronger link made between public transportation and the campus
- Electric car charging spaces and additional parking permit dispensers will be included in designated parking areas
- Future site development will seek to unify the campus
- The creation and maintenance of open space and planned landscaping is a priority for campus development
- Aesthetics are important to defining and reflecting the College's identity
- The internal plan of the College will seek to resolve conflicts that currently exist between service vehicles, bicycles, skate boards and pedestrians

- The facility plan of the future will include a strong campus zoning component
- New buildings on the campus will be timeless with respect to architectural design
- New facilities will be multiuse in design and flexible to meet changes of use in the future
- Future planning and development of the campus will address the element of sustainability
- The College will seek to engage in public/private relationships which generate revenue
- Joint venture partnerships that result in synergistic developments, mixing public and private resources together for the financial and programmatic benefit of the College, will be actively pursued
- The facility plan of the future will address the need for appropriately priced student housing

#### ● Orange Coast College

##### ▪ Program of Instruction

- While individual curricular offerings may change, the program of instruction will largely remain similar to that which presently exists
- WSCH per enrollment will remain at its current levels (between 12.5 and 13.5)
- The current high rate of WSCH generated per class section will downtrend to year 2020
- The distribution between transfer/general education, career technical education and developmental education will remain close to the current level

##### ▪ Space and Facilities

- An additional multipurpose academic building will be needed in the future
- The facility plan of the future will make provisions for accommodating new career technology programs

- A parking structure will be needed to meet current and future enrollment growth
- Campus zoning will be a priority in the facility plan of the future
- Future site development will seek to unify the campus
- Aesthetics are viewed as important in defining/reflecting the College's identity
- The creation and maintenance of open space and planned landscaping is a priority for campus development
- Sustainability is an important element in the future planning/development of the campus
- New buildings on the campus will be timeless with respect to architectural design
- The facilities plan of the future will address existing vehicular and pedestrian circulation issues on the campus
- The internal plan of the College will seek to resolve conflicts that currently exist between service vehicles, bicycles, skate boards and pedestrians
- The facility plan will emphasize a stronger link between public transportation and the College
- The College will seek to engage in public/private relationships that are revenue generating in nature
- Joint venture partnerships that result in synergistic developments will be actively pursued
- The facility plan of the future will address the need for student housing

## PREVIOUS PLANNING EFFORTS

The foundation for the greater *Vision 2020 Facilities Master Plan* relied heavily on the past planning efforts of the District. The highly successful Measure C Building/Facilities Program was the most prolific in terms of current measureable results.

Measure C provided the District with a means to address the most immediate needs of its two oldest colleges – Golden West and Orange Coast. On these campuses it provided needed financial resources to remedy declining infrastructure, provide technology upgrades, facilitate building renovations and support new construction. At Coastline Community College it resulted in the construction of two, new educational centers.

The Measure C Program was also used to leverage state funding for large scale projects, such as the Learning Resource Center and Consumer and Science Laboratory projects at Orange Coast College. Overall, the \$370 million program has been a most outstanding example of how planning manifests into action. Future planning efforts will begin with a continuation of the Measure C Program, addressing the unfinished business of creating campuses for the next 50 years.

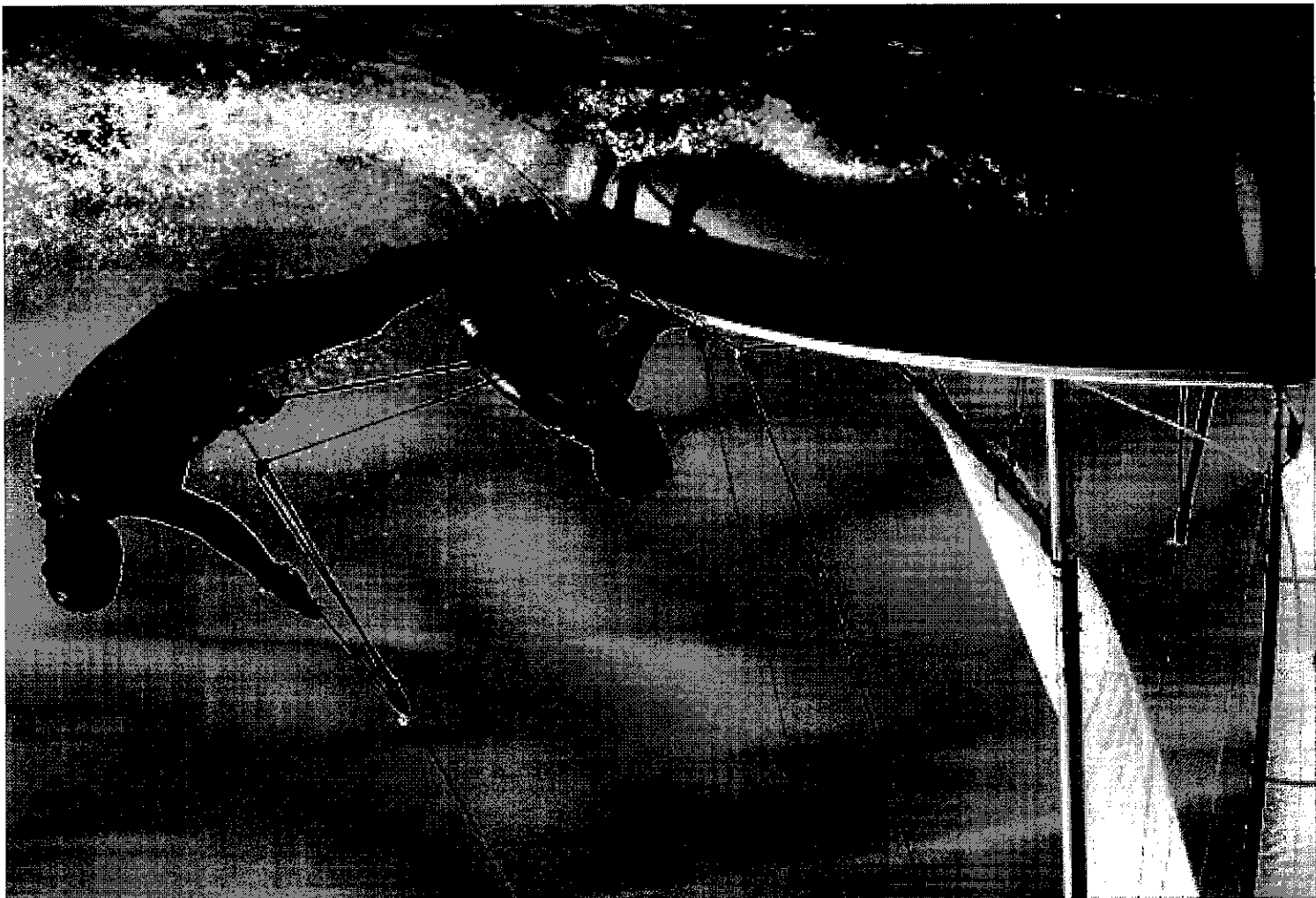
The results of the Measure C Program are captured in a snapshot in time in the table at right.



MEASURE C BOND PROGRAM

LOCATION	PROJECT	SCOPE	COST	LOCATION	PROJECT	SCOPE	COST
<b>District</b>				<b>Coastline</b>			
	District Office	New Construction	\$25,736,246		Westminster Learning Ctr	New Construction	\$12,340,697
	Transportation Facility	New Construction	\$2,883,119		Newport Beach Lrn Ctr	New Construction	\$16,553,699
	District Information System	Tech Infrs Upgrade	\$8,915,020		Circulation, Light., Parking	Site Amenities/Improv	\$167,298
	Debt Repayment	Other Debt Repayment	\$26,694,691		HVAC Utility Upgrades	Infrastructure Improv	\$1,617,604
			\$64,229,076				\$30,679,298
<b>Golden West</b>				<b>Orange Coast</b>			
	Health Science Bldg	New Construction	\$15,952,684		Learning Resource Ctr	New Construction	\$14,783,388
	Learning Resource Ctr	New Construction	\$28,006,178		Doyle Arts Pavillion/Café	New Construction	\$3,972,587
	Student Ctr Renovation	Renovation	\$3,044,859		Consumer Health Lab Sci	New Construction	\$25,735,336
	Upgrade to Swim Pool	Renovation	\$5,927,280		Fit. Cent. & Baseball Fld	New Construction	\$14,778,453
	Central Plant/HVAC	Infrastructure	\$34,350,412		Softball Field/Track	New Construction	\$3,236,303
	Lighting Retrofit	Infrastructure	\$1,503,424		Sailing Ctr	Renovation/Expansion	\$4,371,434
	Technology Upgrades	Tech Infrs Upgrade	\$5,518,695		Watson Hall	Renovation/Reuse	\$27,575,911
	Main Distribution Relocation	General Renovation	\$253,825		Lewis Center	Renovation/Reuse	\$16,282,944
	Relocation of Intn'l Students	General Renovation	\$94,043		Repair Outdoor PE Fac.	Renovation/EU	\$4,170,312
	Track Resurfacing	General Renovation	\$150,203		Theater Complex	Renovation/EU	\$4,559,288
	Classroom Improvements	General Renovation	\$863,714		Student Ctr Ph1 and 2	Renovation/EU	\$6,279,108
	Student Success Ctr	Renovation/Reuse	\$899,367		Special Services	Gen Renovation/Remodel	\$677,172
	Concrete Facades	Site Amenities/Improv	\$1,134,194		Classroom Improvements	Gen Renovation/Remodel	\$2,161,119
			\$97,698,878		Faculty House	Gen Renovation/Remodel	\$116,217
					Clstrm Improv SS/Forum/he	Gen Renovation/Remodel	\$1,519,109
					Sailing Ctr Ramps	Gen Renovation/Remodel	\$948,327
					New F Lot	Site Amenities/Improv	\$2,434,920
					Campus Light/Walkways	Site Amenities/Improv	\$3,804,857
					Campus Signage Ph I	Site Amenities/Improv	\$1,492,848
					Rep/Upgrade Util. PI & II	Infrastructure	\$24,873,367
							\$163,773,000
							\$356,380,252
					TOTAL TO DATE		

Source: Coast Community College District Office



# Program of Work

Program of Work



# Program of Work

## NEXUS TO THE FINDINGS

With the ground work laid and the foundation outlined, actualizing the vision for the future begins with the development of a "program of work" at each location in the District.

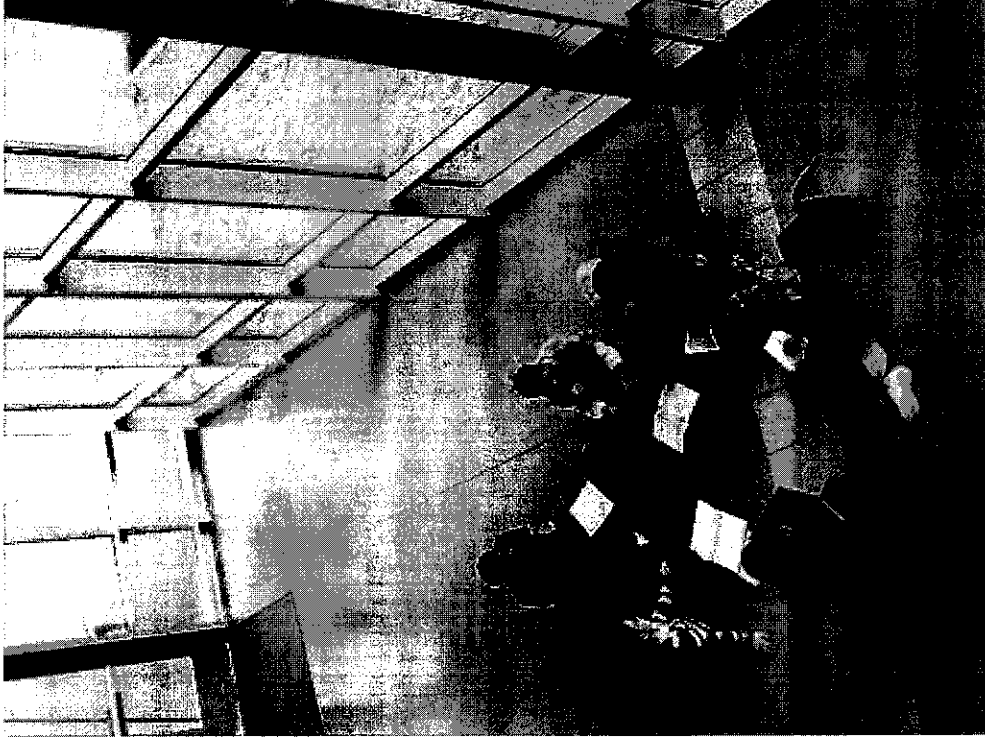
The program of work identifies projects that 1) have the highest priority and need for development and 2) can be accomplished within the 2020 planning term. It should be noted that not all projects and space needs at the colleges were able to be included in this program of work. Realistically, the program will extend into the next decade as well.

In developing the 2020 program of work, each campus was viewed as a separate entity with strengths and weakness, with particular goals to be pursued, and with specific outcomes to be achieved. The needs of the "total campus" were taken into account. Elements such as parking, vehicular circulation, pedestrian circulation, open space, landscaping, sustainability and implementation support were given strong consideration. Along with facilities (projects), these components coalesce to make the campus a living and working community. Collectively, they support the overall goal of serving students by providing physical resources that support learning and the overall academic experience.

The vision at each site also addressed future land use needs for education. Land resources that were not deemed critical to the educational mission were reassessed and evaluated in light of how they might be used in an alternative, productive manner to benefit the college and/or the District.

Implementation of the program of work was also addressed – i.e. not just the vision for campus development, but how this vision would be implemented, how projects would be completed in relationship to one another, what cost would be for each project, what the cost would be for each campus site.

The result is a comprehensive plan for each location that addresses a long-range vision for what the campuses of the District can become for year 2020 and beyond.



## THE CAMPUS MASTER PLANS

The process for the development of each campus site began with a planning framework. This framework was comprised of the integrated systems that would guide the orderly growth and improvement of each college. The objectives were 1) to provide a road map for future development and 2) to establish planning criteria and guidelines for action so that each future project would be in concert with the greater, long-range vision of the college.

Systems considered in the planning and development of each campus included the following:

1. Campus entry and edge conditions
2. Public transportation
3. Parking and vehicular circulation
4. Campus services
5. Pedestrian circulation including campus gateways
6. Open space hierarchy and sequencing
7. Campus zoning
8. Highest and best use of existing facilities
9. Site/facility locations for planned projects
10. Opportunities to support future growth and change
11. Joint Venture and entrepreneurial opportunities

The master plan for each campus also reflected the insights gained from numerous meetings with constituent groups; responses by faculty, staff, students and administration to an electronic survey instrument; and finally, by the planning team's visual observations of the strengths, weaknesses and challenges the individual campuses confront. The individual campus master plans used these insights as a platform to develop planning goals. The goals established via this process included the following:

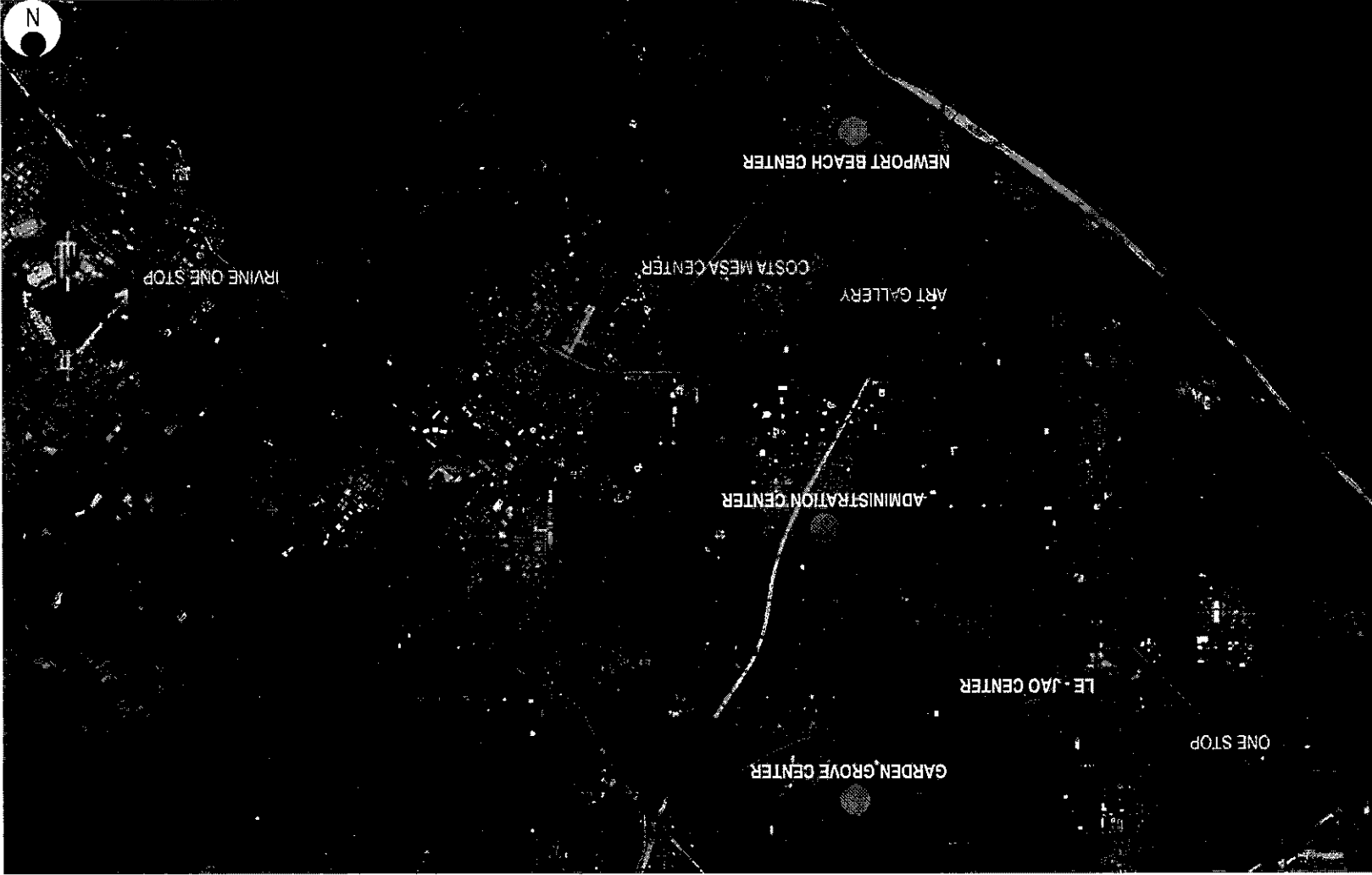
1. Create unique places which recognize and enhance the unique identity, characteristics, and qualities of each individual campus
2. Support student access, learning and teaching
3. Support socialization and relationship building
4. Ensure student safety
5. Foster environmental responsibility and stewardship of resources
6. Identify alternative land use / entrepreneurial opportunities that provide revenue and/or support the academic needs and mission of the campuses

In the pages that follow, each campus location is viewed from these perspectives. The vision is intended to be both reflective of the process and based in the reality of being achievable. The result is meant to provide a blueprint for action that defines and distinguishes each site over time.





# Coastline Community College



# Coastline Community College

## COASTLINE COLLEGE

From a facilities perspective, Coastline College is comprised of four District owned sites and a number of “leased” spaces/sites, which collectively provide both site-based and distance learning opportunities.

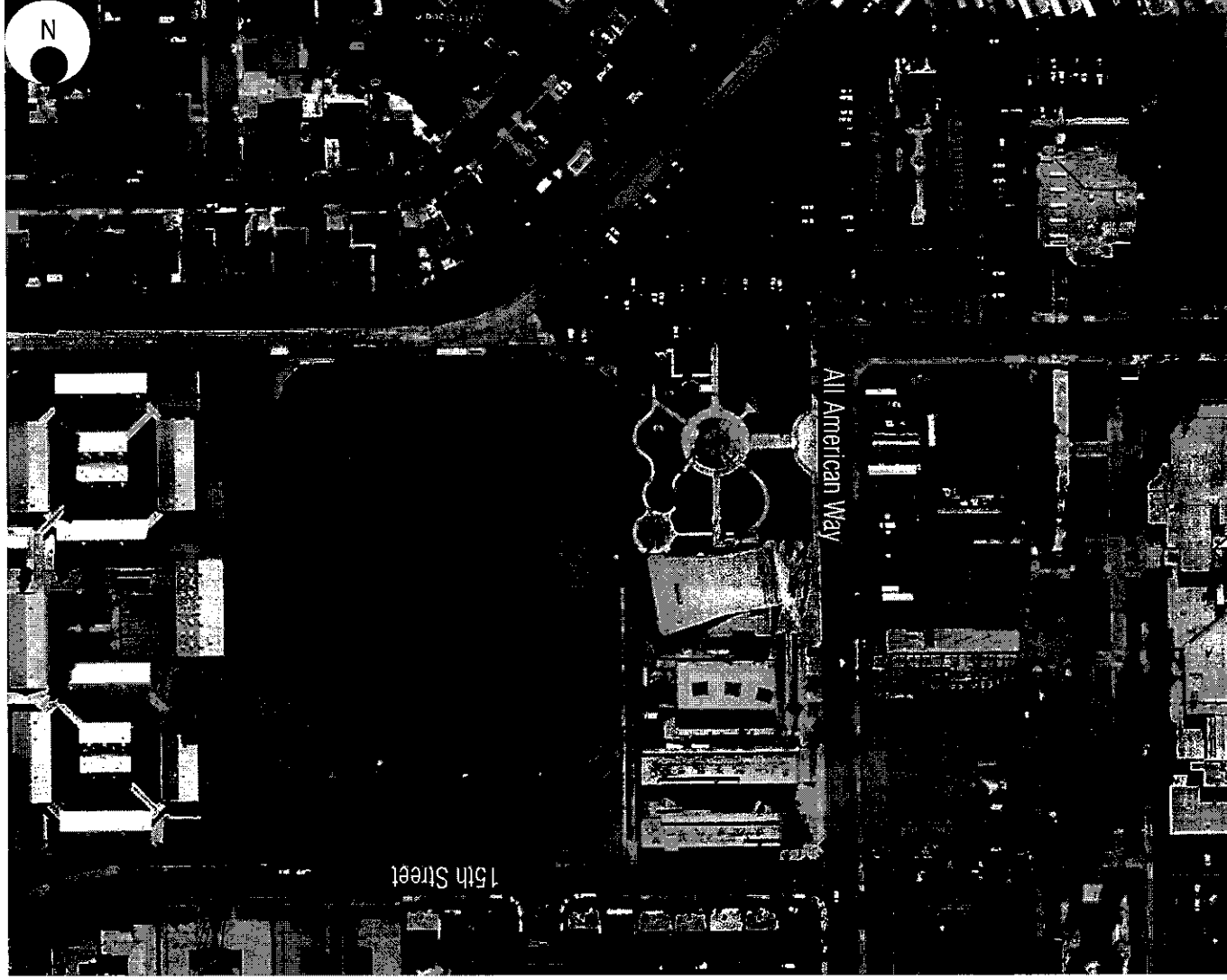
The facilities master plan for Coastline focuses on the long-term development of the District-owned sites. These include:

- Le-Jao Educational Center
- Garden Grove Center
- Newport Beach Learning Center
- College Administration Center

It is Coastline’s stated desire to become a “college of choice”. While the services provided and facilities needed at each site vary, facilities challenges found to be common among all of the college’s sites include:

- Providing support for extended student learning opportunities
- Creating unique student oriented experiences at each campus; a sense of student life which encourages and supports both learning and opportunities for socialization.
- Creating a consistent, unified and easily recognizable “Coastline Community College” identity and brand at all sites, whether owned or leased. It is recommended the College develop a branding and scalable signage program which can be consistently implemented at each College site.

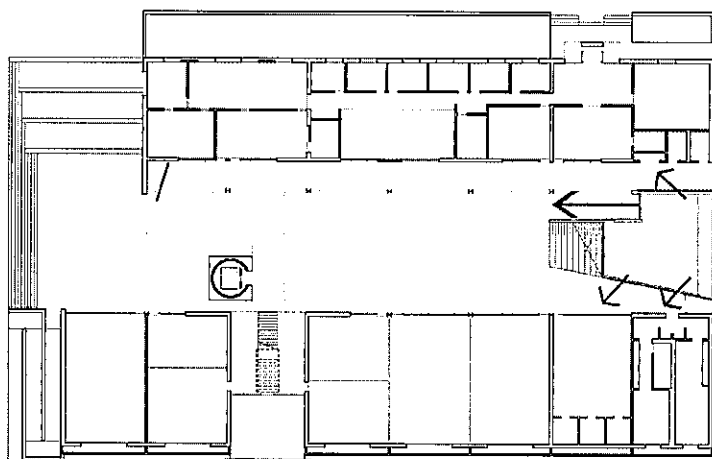
LE-JAO CENTER



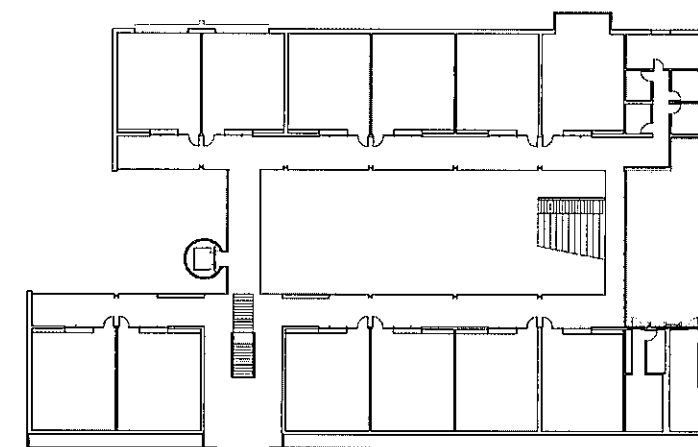
## LE-JAO CENTER

The Le-Jao Educational Center is located on a 1 acre site at the southeast corner of All American Way (formerly Monroe Street) and 15<sup>th</sup> Street in the City of Westminster. The facilities and planning challenges at the Le-Jao Center include:

- A shortage of land to expand academic capacity: Relative to site capacity, the Le-Jao Center is developed to its full, mature potential. It is a landlocked site that has very limited potential for the physical growth of facilities.
- A need for support facilities that promote success and extended learning opportunities for students
- A lack of student-oriented spaces that provide and/or promote socialization and a sense of campus community
- A lack of onsite parking and convenient access to public transportation.



Student Lounge - First Level



Cyber Library / Success Center - Second Level



Recommended improvements include:

- Redesign of the student lounge and ground level courtyard: The current student lounge is not highly visible and is "buried" below the amphitheater steps at the east end of the site. Suggested improvements include opening this space to the courtyard and providing student-oriented seating, tables and other amenities in the courtyard.
- Creating a "cyber library"/open student lounge/ "success center" at the second floor of the facility between the east and west wings of the building.

## LE-JAO CENTER

The long term solution to providing additional facilities and/or parking is via the acquisition of additional land. While joint use of land and/or facilities with the neighboring public entities should be considered, the planning team recommends the Coast District enter into discussions with the local K-12 District regarding the acquisition or the joint use of land currently owned by the middle school east of the Le-Jao Educational Center.

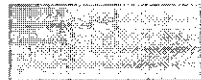
Alternative parking solutions include continued use of the County Courts parking (west of the Le-Jao Center and the City's Rose Center complex) and/or the leasing of parking spaces within the County's planned parking facility (directly west of the Le-Jao site, across All American Way).



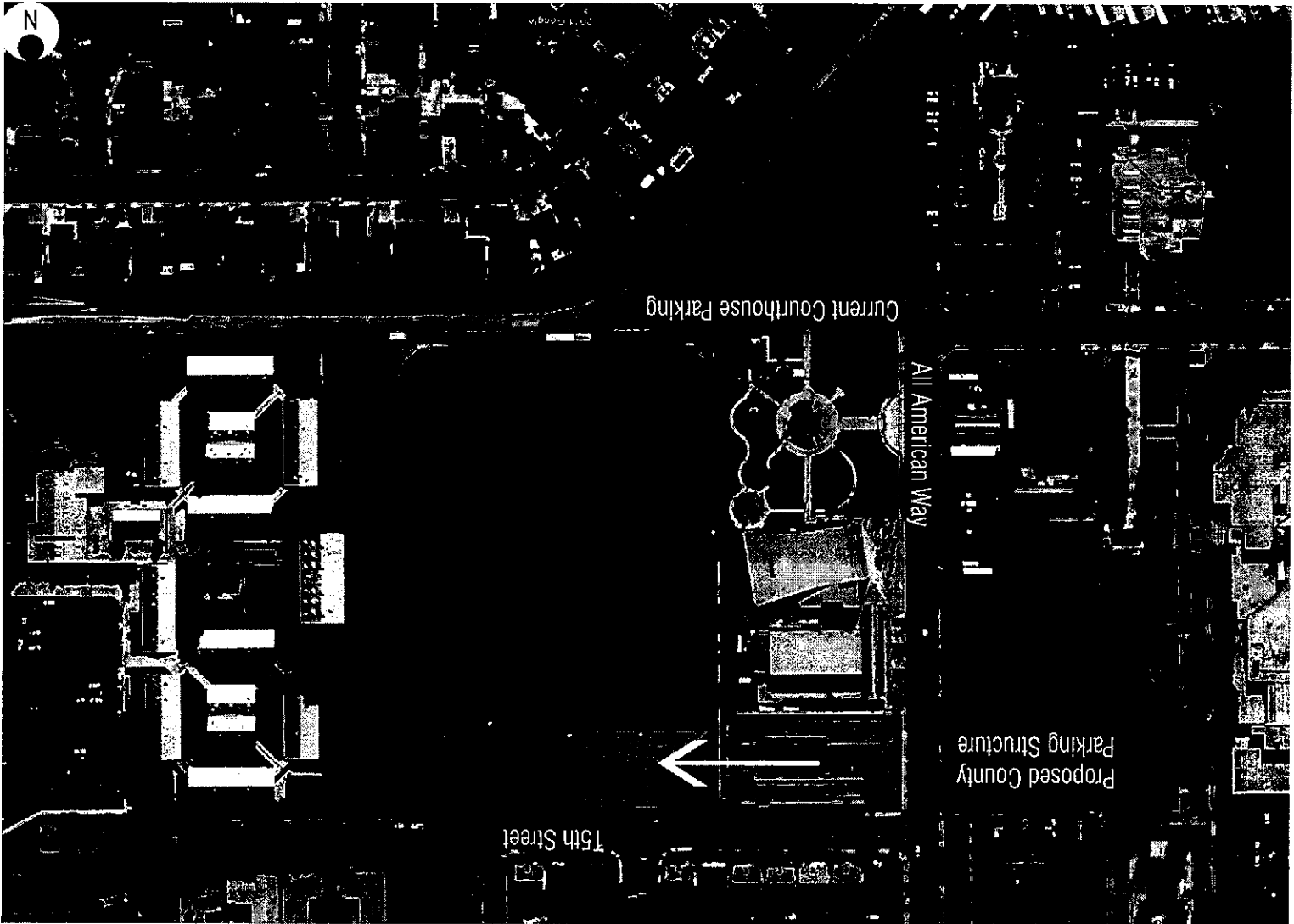
Le-Jao Center



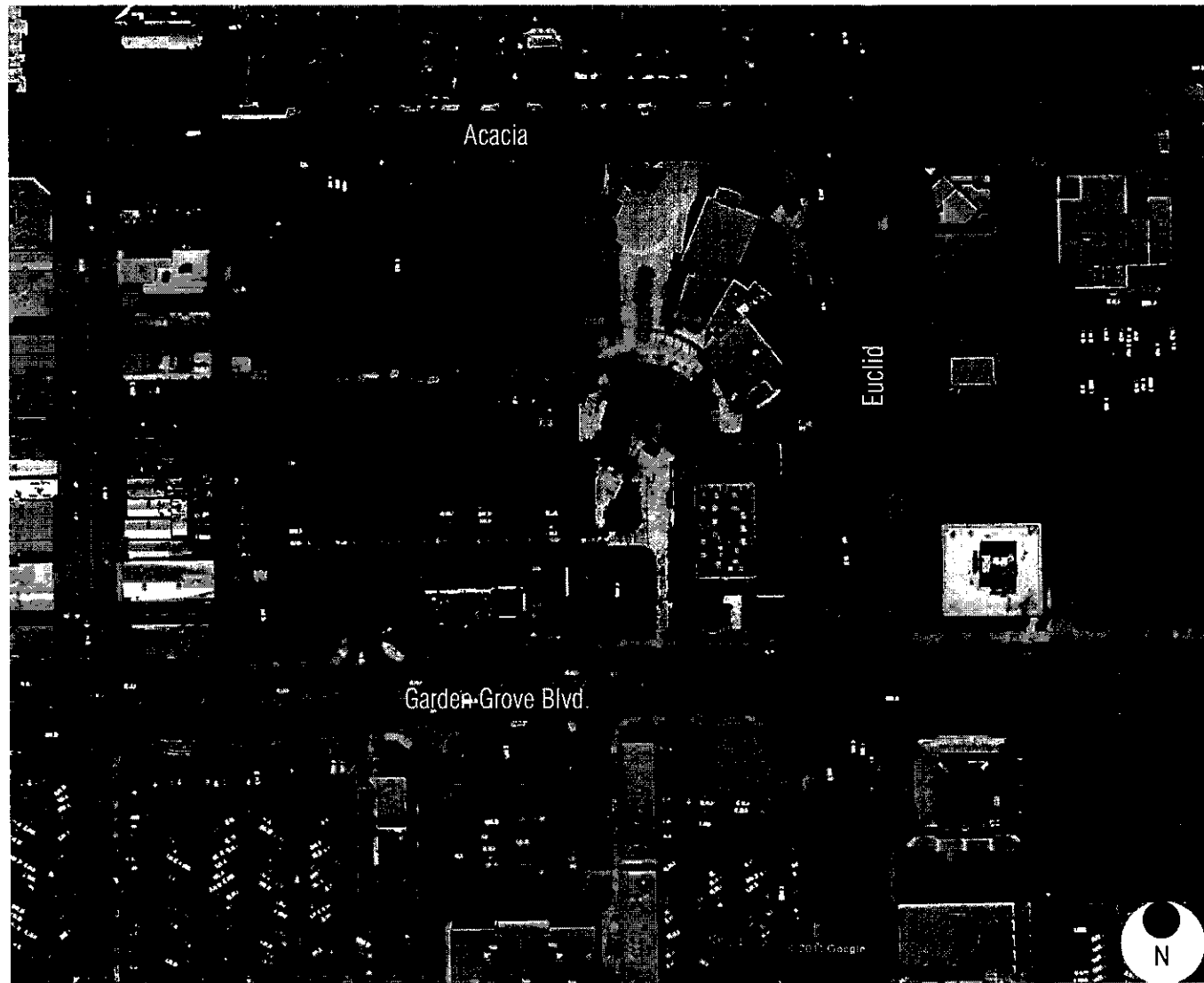
Parking



Suggested Aquisition / Joint Use Opportunity



GARDEN GROVE CENTER





### GARDEN GROVE CENTER

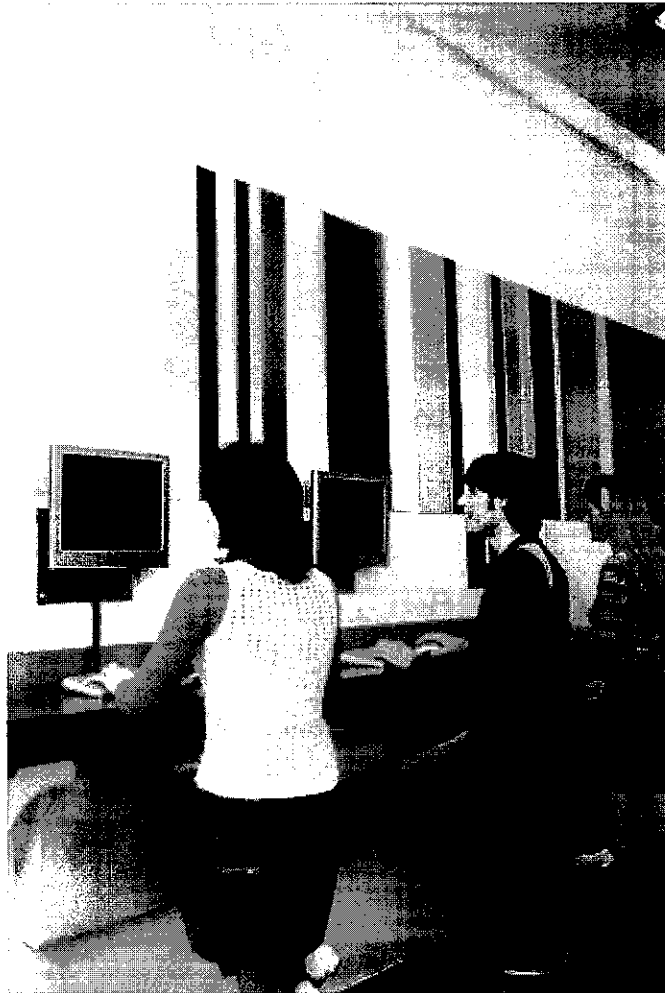
Coastline's Garden Grove Center is located at the southwest corner of Acacia and Euclid Streets in the City of Garden Grove. The northeast corner of the approximately 4 acre site is occupied by a 3 story building housing the Garden Grove Center. A portion of the building is currently leased by the District to California State University Fullerton. The balance of the site is occupied by surface parking.

The site directly south of and abutting the Garden Grove Center is occupied by Concorde Career College and the University of La Verne.

The facility needs and challenges at the Garden Grove Center include:

- Enhancing the identity of the college as a learning institution/site within the community it serves
- Enhancing way-finding from the street to the parking to the college's front door
- A need for support facilities that promote success and extended learning opportunities for students
- Providing student-oriented spaces which support socialization and a sense of campus community / life (e.g. food service areas, internal and external informal gathering areas)
- Conversion of existing space to meet projected curriculum changes

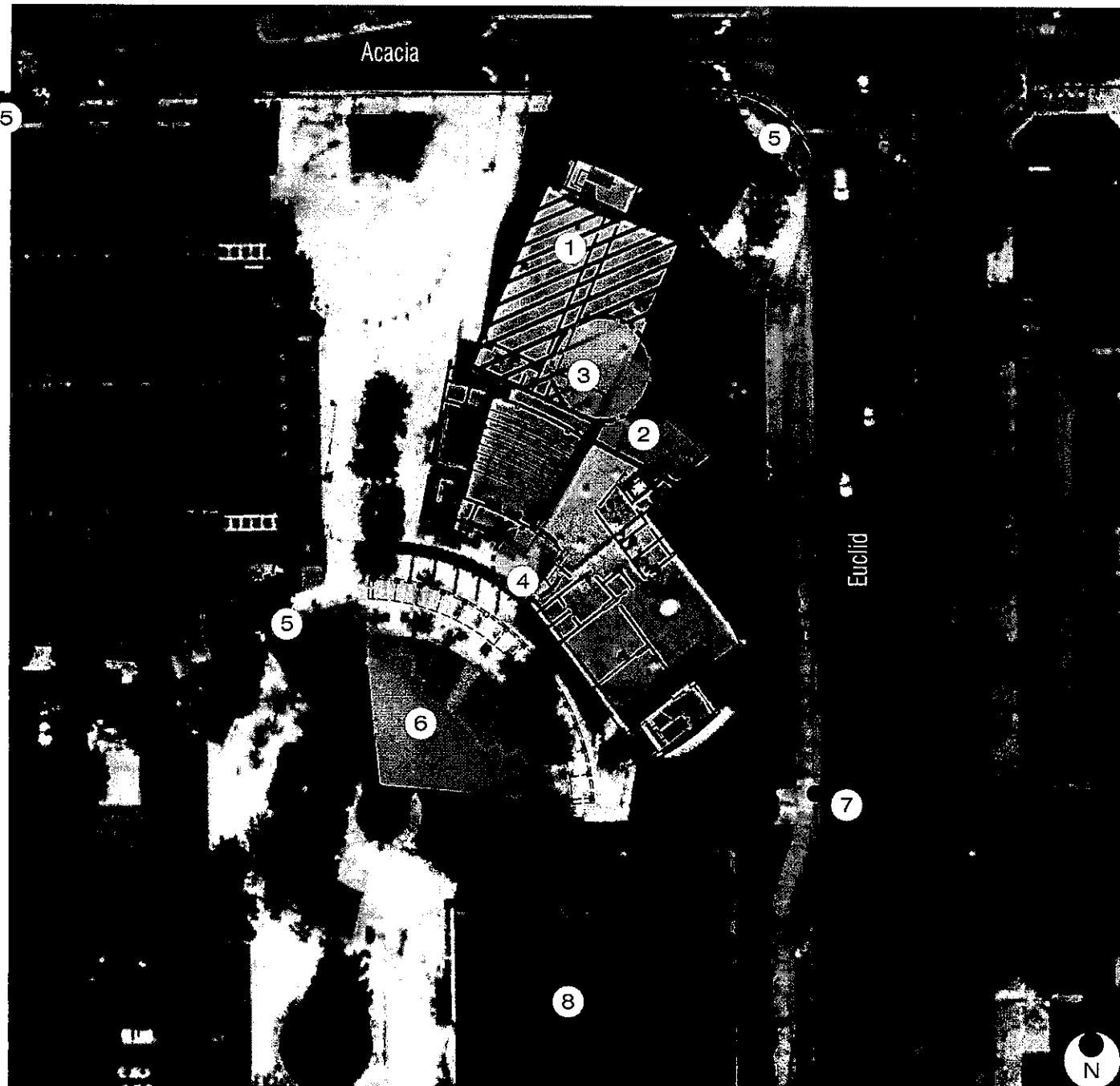
## GARDEN GROVE CENTER



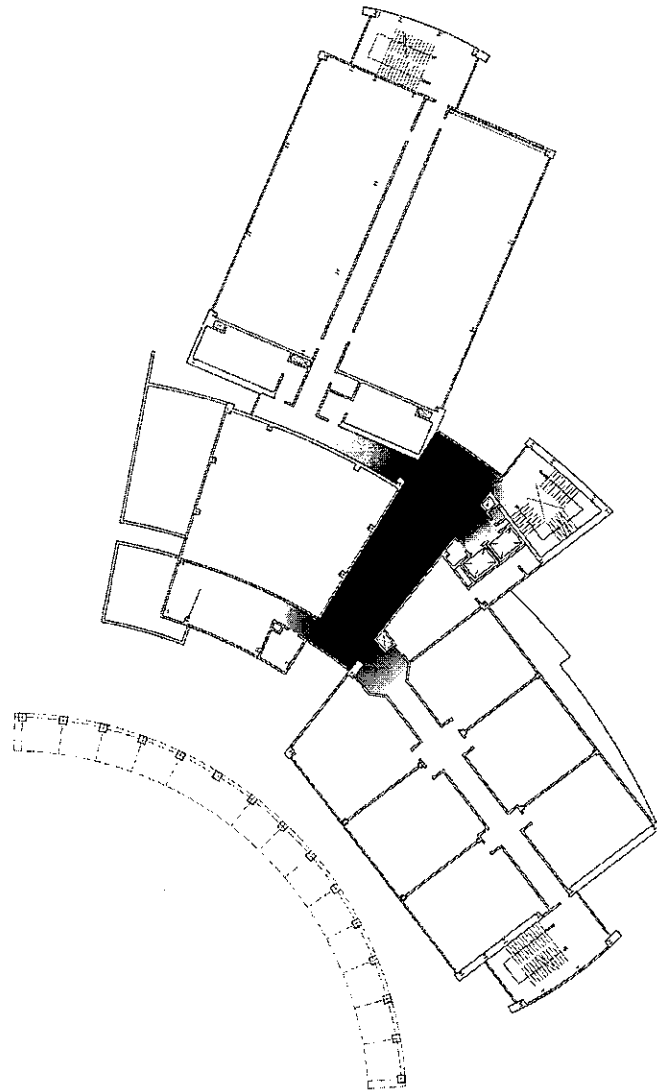
Recommended improvements include:

- Development of a campus signage program, including appropriately scaled signage at the corner of Acacia and Euclid Streets, signage at all parking entries, and way-finding signage directing students and visitors to the college's front door
- Developing student-oriented spaces. Student oriented space is currently limited to a vending area and limited seating located on the ground floor within the central stair tower. The master plan suggests expansion of this space to include a portion of the ground floor entry/circulation space and development of an adjoining exterior patio on the east side of the building to create a "cyber café"/student lounge. In addition to providing much needed student socialization space, this concept creates a student oriented space on the public/street side of the building, enhancing the college's presence to the community and creating the sense of an active campus environment.
- With the maturity of the CSUF lease (year 2017), it is suggested the college capture additional ground floor space to support the creation of a student success center/LRC adjoining and opening to the cyber café/student lounge.
- As an alternative, consideration should be given to the development of a shared cyber café/student success center south of the current entry. This concept assumes some educational and student life synergies with the adjoining educational uses (Concorde Career College and University of La Verne) as well as shared development and operating costs.
- In lieu of the current sterile corridor/circulation space, redesign (through furnishings and finishes) the ground and upper floor lobbies to support informal student gathering areas that offer comfortable and supportive space for study and socialization.
- Redesign/reconfigure existing spaces to support changing curriculum, degree programs, and provide a large multi-use room for testing, orientation and assembly.
- Consider the addition of space for video conferencing support

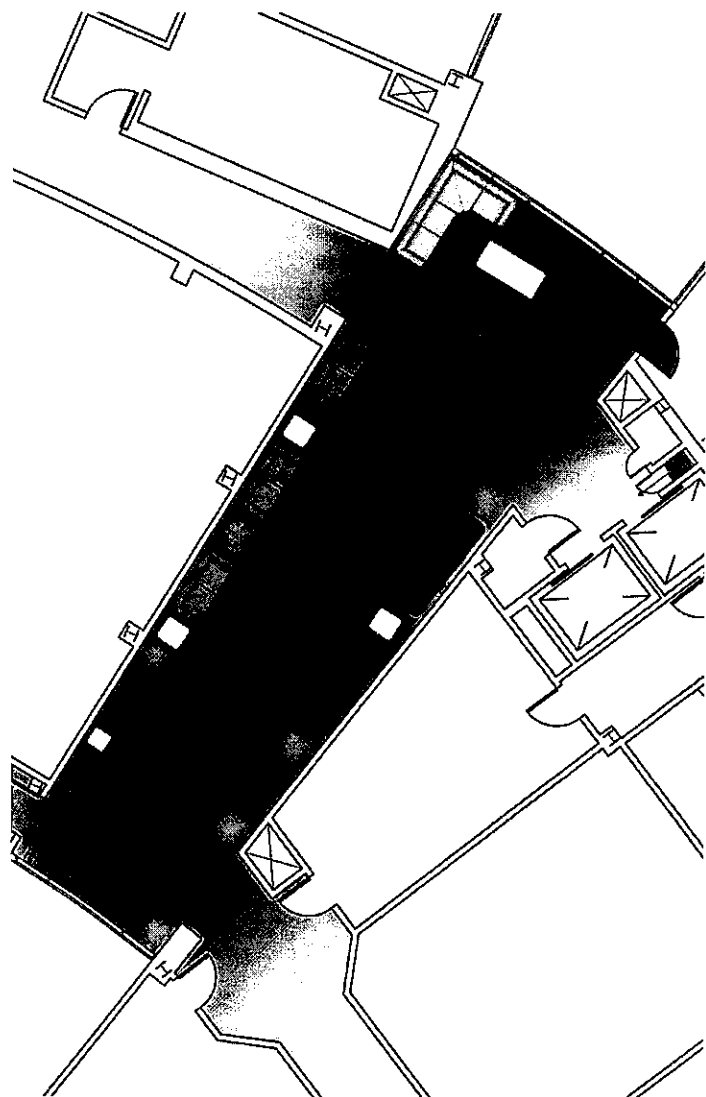
- ① Cal State Fullerton Lease (Floors 1&2)
- ② Proposed Cyber Cafe / Student Lounge and Patio
- ③ Future "Success Center" / LRC
- ④ Student Entry Plaza
- ⑤ Signage
- ⑥ Shared Cyber Cafe / Student Success Center (Option)
- ⑦ Bus Stop
- ⑧ Concorde Career College / University of La Verne



## GARDEN GROVE CENTER



Existing Corridor Conditions



Proposed Corridor as a Student Lounge

## ADMINISTRATIVE CENTER

Coastline's Administrative Center is located at the southwest corner of Warner Avenue and Newhope Street in the City of Huntington Beach. The college occupies approximately 6 acres of the 8 acre site. The balance of the site was developed under long-term ground leases providing on-going revenue to the District. This includes separate facilities occupied by Bristol Park Medical group and Tillotson Properties.

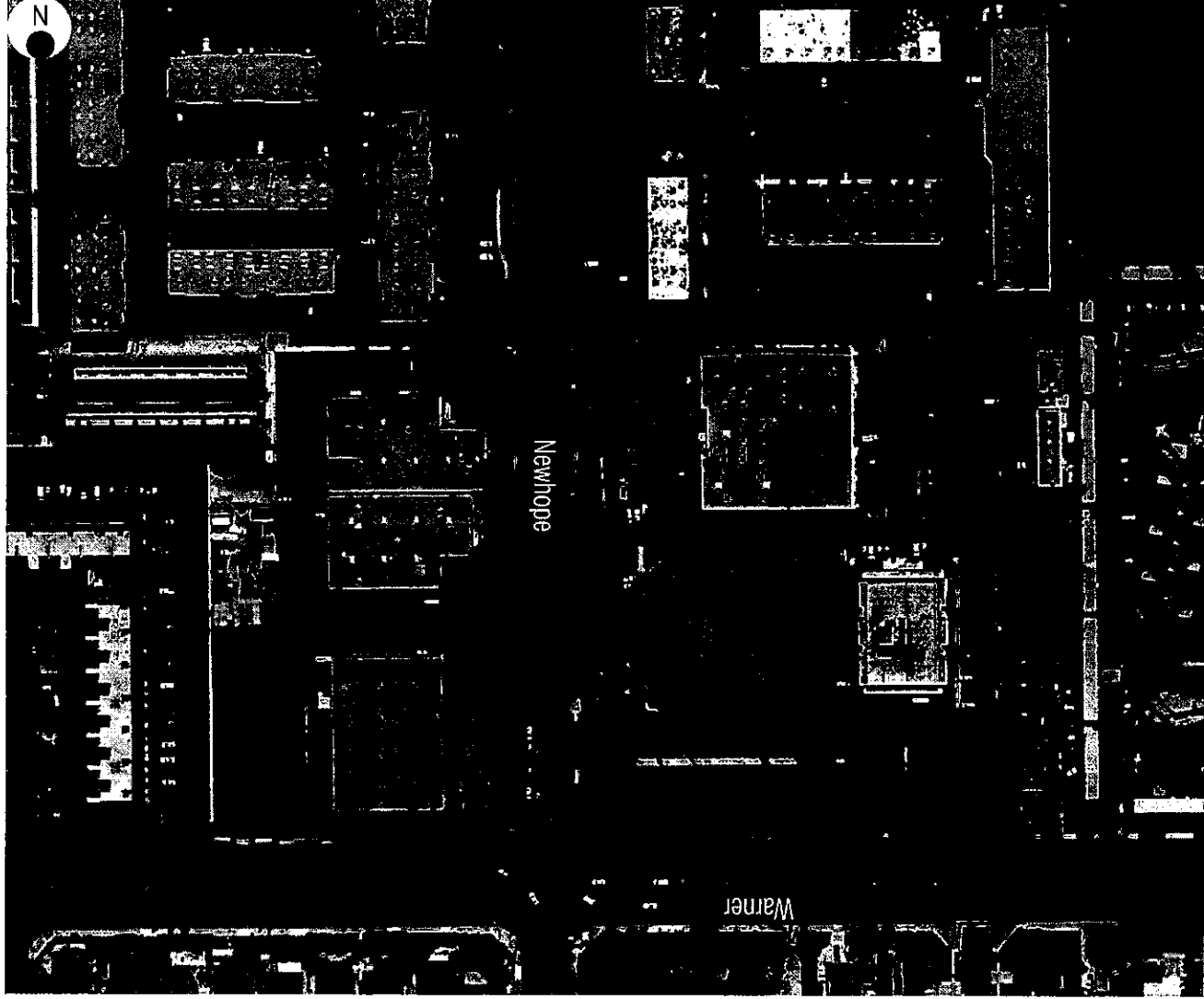
The Administrative Center houses the college book store, student services, the military services program, and Coastline's administrative offices/related services. The building footprint and internal organization of Center has evolved over time in relationship to changing uses and needs, including the addition of a bookstore at the ground level. The resulting spatial organization is conducive to student access.

The facility needs and challenges at the Administrative Center include:

- Enhancing the identity of the Center and way-finding from the street and parking lot, to the front door.
- Reorganizing the space for greater efficiency and function
- Enhancing "way-finding" within the building to better serve students

Suggested Signage Improvements:

- The existing sign program is weak. There is currently no signage at the corner of Warner and Newhope. Signage to the parking lot entries are not appropriately scaled and are in poor repair. Appropriately scaled (vertical signage rather horizontal) and consistently designed signage should be provided at the corner as well as at the individual parking area entries.



Signage



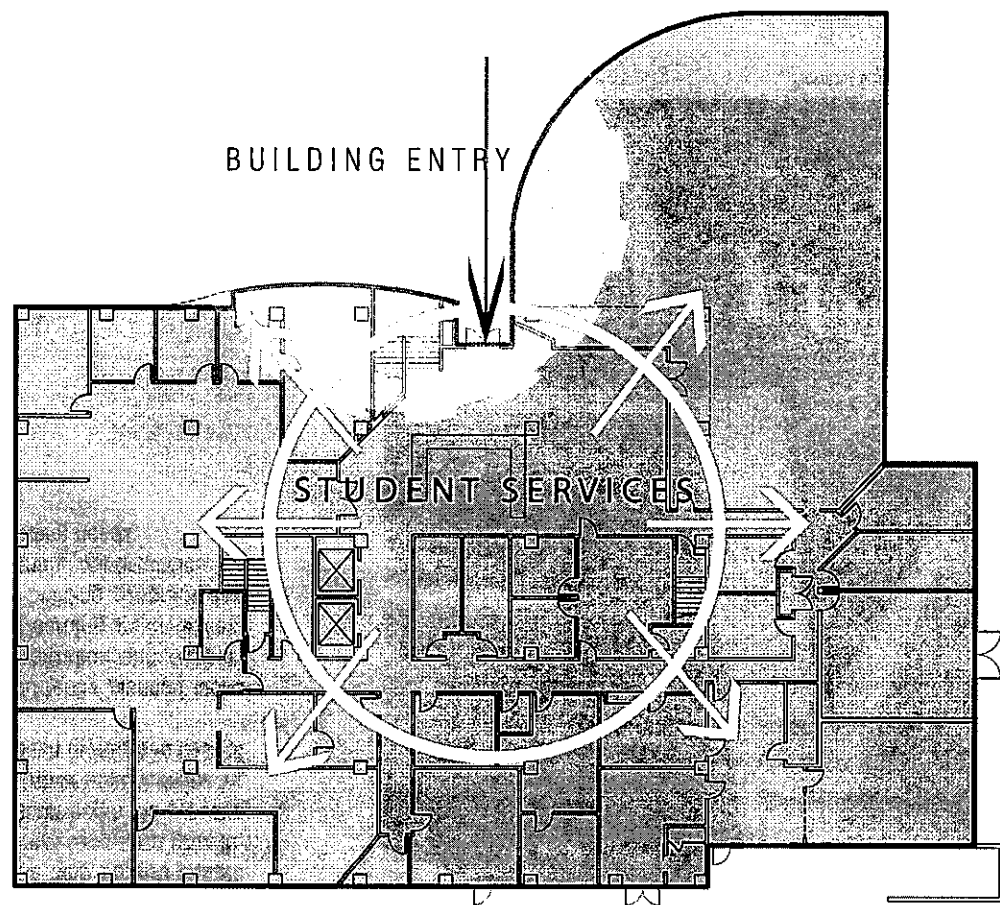
## ADMINISTRATIVE CENTER



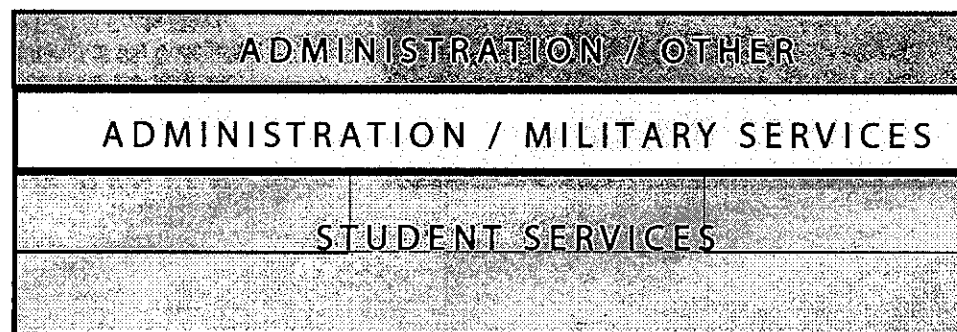
### Suggested Entry and Interior Improvements:

- Welcoming sense of entry: The current entry does not facilitate student access. It is visually “buried” by the addition of the bookstore, is constricted with ramps, is visually unappealing and is not clearly distinguished/identifiable from the parking as the “primary entry”. The entry and adjacent parking area should be reconfigured and improved to create an inviting public entry court or patio.
- Interior reorganization: The interior of the building should be renovated and remodeled to improve efficiency and provide for ease of way-finding to student service spaces. The suggested concept includes relocation of all student services to the ground and second floor with administrative and other less publicly accessed spaces on the third and fourth floors. This concept suggests capitalizing on the open two-story atrium at the core of the building. The intent would be to improve way-finding by provide students/visitors visibility to and easy identification of the services within the building.





1st Floor Concept



Conceptual Building Section

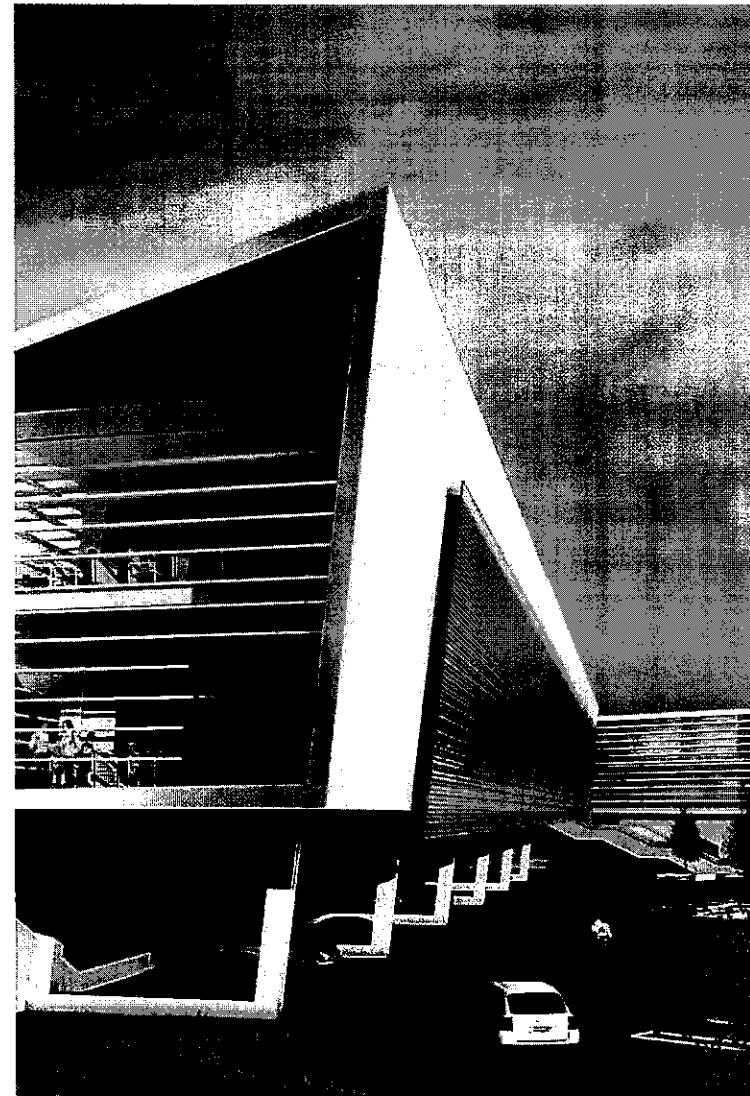
## NEWPORT BEACH LEARNING CENTER

### NEWPORT BEACH LEARNING CENTER

The Newport Beach Learning Center, currently under construction, will include approximately 68,000 sq ft of new instructional space on a 2.5 acre site. This site will replace space and programs currently offered at the College's Costa Mesa Center, a leased site on Mesa Verde Drive East in Costa Mesa.

The facilities and planning challenges at the Newport Beach Learning Center include:

- Lack of land for expansion: As planned, the new 68,000 square foot facility will fully impact the site. To address long-term growth, the planning team recommends that the District begin the process of identifying land acquisition opportunities and or opportunities for joint use of the adjoining City of Newport Beach owned site east of the current facilities.
- Provide student spaces: The facilities as currently planned lacks student oriented spaces that promote socialization and support facilities that promote success and extended learning opportunities. The planning team recommends that the building program and current space plan be re-assessed to identify opportunities for space that would address these two outstanding needs.



Newport Beach Center: Rendering by LPA inc

## COASTLINE PROJECT SEQUENCE / PHASING PLAN

Project	1st Funding	Construct Start Date	Completion Date	Scope of Work	Square Footage	
					Usable	Gross
Newport Beach Learning Center	2010/2011	2011/2012	2013/2014	New Construction	46,406	69,263
				sub total	46,406	69,263
Le-Jao LRC/Student Support Area	2014/2015	2015/2016	2017/2018	New Constr/Exp	1,710	2,138
Le-Jao Land Acquisition	2015/2016	NA	NA	Acquisition	NA	NA
Newport Beach LRC/Student Support Area	2015/2016	2016/2017	2018/2019	Renovation/Exp	2,400	3,529
				sub total	4,110	5,667
Garden Grove - Classroom Reuse	2016/2017	2017/2018	2019/2020	Renovation	3,600	5,538
Garden Grove - Success Center/LRC	2016/2017	2017/2018	2019/2020	Renovation	4,800	7,385
				sub total	8,400	12,923
College Center-Student Support Expansion	2017/2018	2018/2019	2020/2021	Renovation	19,854	28,363
Newport Beach Land Acquisition	2017/2018	NA	NA	Acquisition	NA	NA
				sub total	19,854	28,363
JV/Enterprise Project	TBD	TBD	TBD	New Construction	4,000	6,154
Multi-College Success Center				TOTAL	82,770	122,369

Source: Cambridge West Partnership/HPI Architects



Golden West College



# Golden West College

## GOLDEN WEST COLLEGE

Golden West College, a 122 acre campus, is located at the northeast corner of Golden West Street and Edinger Avenue in the City of Huntington Beach. The College is bounded by single family residential neighborhoods across Golden West Street to the west and McFadden Avenue to the north. Edinger Avenue, which the City of Huntington Beach envisions as an increasingly dense retail/commercial thoroughfare, flanks the southern edge of Campus. Gothard Street forms the eastern edge of the campus. Pending completion of several currently planned developments, the character of the Gothard Street edge will evolve into a mixed use, medium density residential and retail neighborhood. North of Center Street is a major public transit stop.

The southeast corner of Golden West and McFadden Avenue, owned by the District, is occupied by a CVS Pharmacy. The northwest corner of Edinger Avenue and Gothard Street is occupied by a privately owned, older, struggling retail center.

## PLANNING CONTEXT

Built in the 1960's, Golden West is a college in transition. Many of the buildings have reached their useful lifespan. Recently completed and planned replacement facilities represent the changing face and character of the college.

Strengths of the campus today include:

- A hierarchy of significant open space and mature landscape
- Sufficient and relatively well distributed parking
- A defined and/or evolving "student core" consisting today of the student center/dining complex & bookstore
- An evolving campus image and presence within the community based on the completion and planned construction of significant, urban scaled campus building at the edges of the academic core

Major improvements that have been successfully completed via the Measure C Bond Program include:

- Replacement of the Health Sciences Building
- Replacement of the Library / Learning Resource Center
- A new day care facility completed as part of a joint-venture arrangement with the Boys and Girls Club
- Central Plant / HVAC Infrastructure Improvements

The 2020 Facilities Master Plan for Golden West College focuses on the following:

- Meeting current and future facilities needs – the Program of Work
- Enhancement of the campus' identity and integration with the surrounding community including vehicular and pedestrian access improvements

- Creating physical and visual gateways and access to the academic core of the college.
- Development of a hierarchy of open space and pedestrian circulation systems which support student life, ease of way-finding and enhance overall campus safety and enjoyment
- Strengthening of defined academic zones /land use patterns
- Supporting and fostering opportunities for public private development and relationships that support the mission of the college and/or provide an ongoing source of revenue.



- ① CVS Pharmacy
- ② LRC
- ③ Health Sciences Building
- ④ Daycare Facility
- ⑤ Central Plant
- ⑥ Retail Center
- ⑦ Public Transit Stop
- ⑧ Future Residential Retail Neighborhood



### PRIMARY AND SECONDARY VEHICULAR ENTRIES

Edinger Avenue and Golden West Street, by virtue of regional traffic patterns and their immediate access to concentrated parking, are most readily identifiable as the college's address. With increasing density of development along Center Street, the completion of the Transit Stop, and planned mixed use developments along Gothard Street south of Center Street, the Gothard Street entries will take on added significance. The entries are inconsistently and poorly defined; lacking in appropriately scaled, visible signage and a consistent, formal architectural or landscape character.

To correct these conditions and enhance the connection of the College to the surrounding community the master plan suggests the development of a hierarchy of primary and secondary vehicular entries and focused improvements at the public edges of the campus. These include:

- Reshape and strengthen the primary vehicular access points from Golden West and Edinger Avenue through a formal program of landscape, hardscape, appropriately scaled signage and lighting. This will create visual access from the street into the heart of the campus. It will also be consistent with the evolving urban nature of the campus.
- Provide safe, welcoming pedestrian access from the public way and public transportation stops on Edinger and Golden West in conjunction with and parallel to the primary vehicular entries.
- Relocate the Public Safety Office from the primary Golden West Street access to the southwest edge of the campus to relieve visual and physical congestion.
- Create formalized pedestrian drop-offs / campus gateways at the terminus of the primary vehicular axis.
- Provide structured and consistent landscape and signage improvements at all secondary entries. While it is important to develop a consistent image and identity the scale and character of these entries should reflect their secondary status.
- Reshape and strengthen the primary vehicular access points from Gothard Street consistent with the recommended architectural character of the Golden West and Edinger Avenue entries. It is suggested the Gothard Street entries be connected and terminate at a formal automobile drop-off to denote the community focus of these entries. Together with banners, dramatic lighting and marquee signage, the

drop-off will provide ceremonial access to the Community Theatre, Black Box, Amphitheatre and Community Services.









- To encourage public access and support the use of public transportation, a bridge is proposed across Gothard Street (from the Public Transit Stop on the northeast corner of Center and Gothard Streets to the core of the campus).

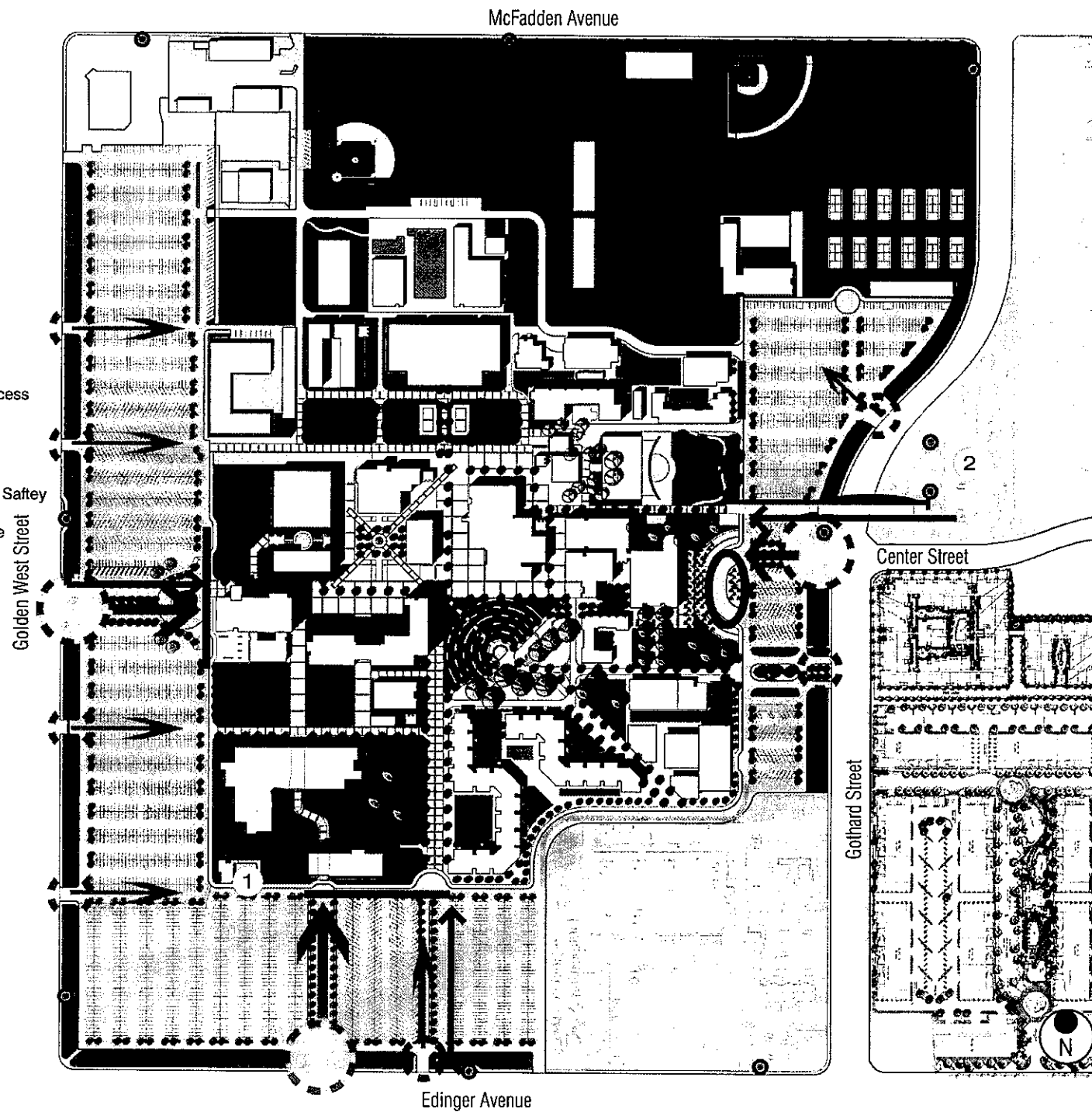
### PARKING, ON-CAMPUS VEHICULAR CIRCULATION AND PEDESTRIAN GATEWAYS

Parking on the Golden West Campus is adequate and relatively well distributed with respect to the current and proposed intensity of academic development on the west and southwest edges of the campus core. The parking, while limited on the Gothard Street edge of campus, primarily serves the less intensely developed community services and cultural arts (dramatic and fine arts) zones of the campus.

Planning issues and recommendations are outlined below:

- The restricted access / roadway (joining the large contiguous lot on the west and south of the campus and the Gothard Street Lot) is problematic. To enhance student safety and ease of transition between these lots, the master plan suggests removal of the landscape berms, widening of the road path connecting the lots, providing a pedestrian walk on the campus edge, as well as appropriately scaled landscaping and lighting.
- Focused landscape improvements, especially in the south and westerly, lots are recommended. Suggested improvements include consistent, formalized landscaping along entry aisles and edges to organize and reduce the visual scale of these lots.
- The existing pedestrian entries from parking to the campus are poorly defined, are generally abrupt, and lack gateway character. Too often these entries appear as backdoors to the campus. The master plan suggests development of a hierarchy of pedestrian plazas at the terminus of existing and planned primary and secondary pedestrian spines extending from the parking edges into the campus core. These plazas should reflect a consistent, formalized landscape and architectural character as well as pedestrian scaled signage to assist in way-finding.
- Additional recommended parking area enhancements include well distributed blue phones, parking ticket dispensers, signage and lighting.

-  Primary Entry
-  Secondary Entry
-  Drop Off
-  Bus Stop
-  Public Transit Access
-  Parking
-  Relocated Public Safety
-  Pedestrian Bridge








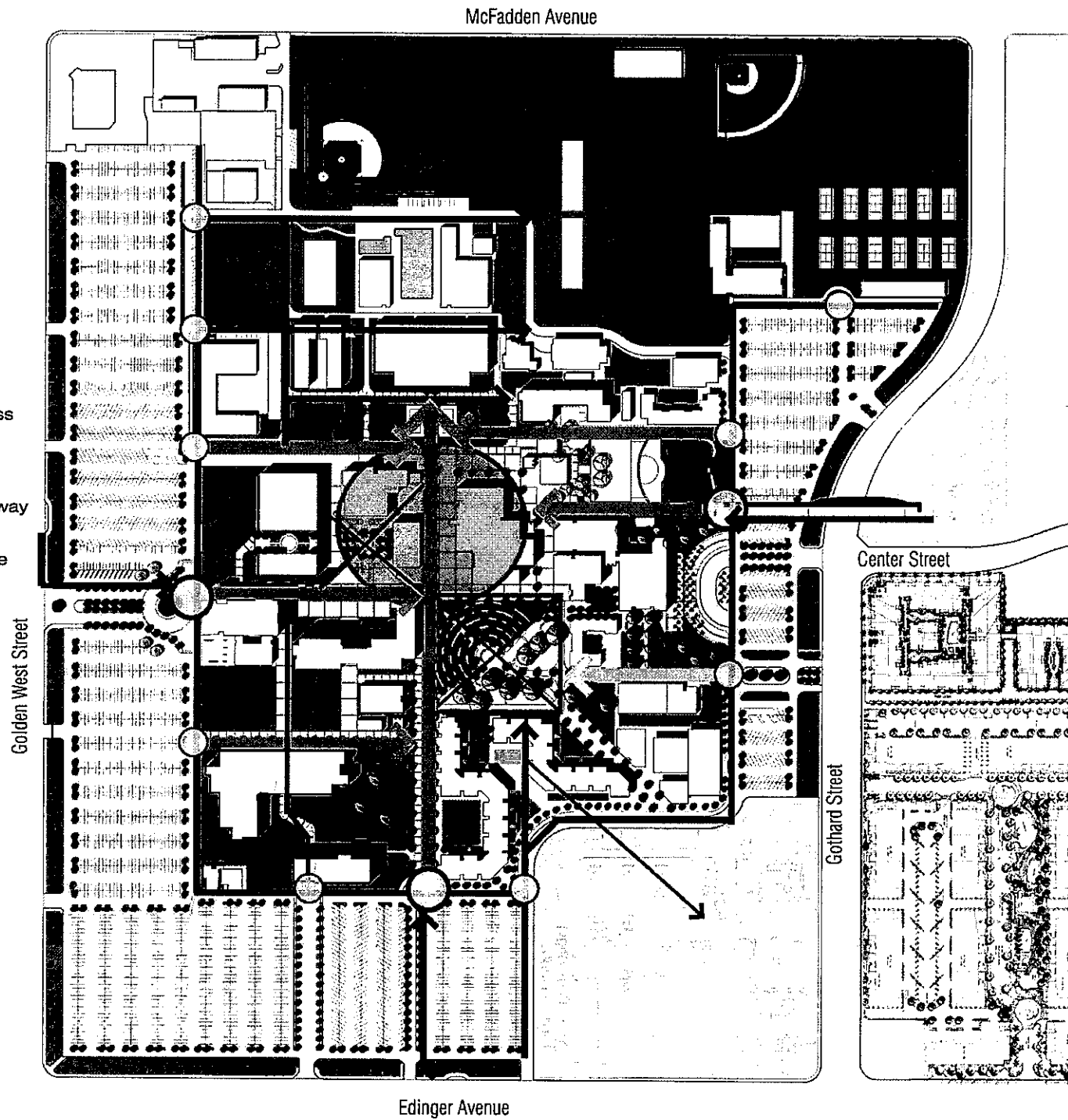
### PEDESTRIAN CIRCULATION AND OPEN SPACE

The campus contains a hierarchy of open spaces, ranging from the central quad, to large greens, to variously scaled plazas and intimate courtyards nestled between buildings. However, the perimeter berms, the maturity of much of the landscaping, the scale and character of many of the pedestrian pathways (many of which are asphalt roads shared with service vehicles), and, in some instances, the placement of buildings visually and physically restrict access to the core of the campus. These conditions contribute to the difficulty in way-finding. They also prevent the campus from being perceived as an entire entity or a "place".

With the evolution of the master plan and the continued intensification of student-oriented spaces and activities at the center of campus (including the Student Center/ Dining facilities, Bookstore and conversion of the former LRC to a Student Services/ Activities Building), the need for visual and physical access to the campus core and the clarity of way-finding are intensified.

- To preserve the richness, variety, quantity and quality of open space the master plan focuses on enhancement and refinement of the open space character and development of strong primary and secondary pedestrian paths/spines linking the open spaces, buildings and activities of the campus.
- The primary circulation spines are intended to support a high volume of pedestrian traffic as well as emergency vehicle access. These primary spines extend on a north / south and east/ west axis to connect the campus core, major buildings, and the activity zones of the campus with pedestrian plazas / gateways at the edge of the campus. In many cases these spines extend visually and physically through the parking to the public edge of the campus / surrounding streets.
- The secondary spines create an additional network of smaller scaled paths connecting the diverse open spaces of the campus as well as individual buildings, pedestrian nodes and other points of interest.

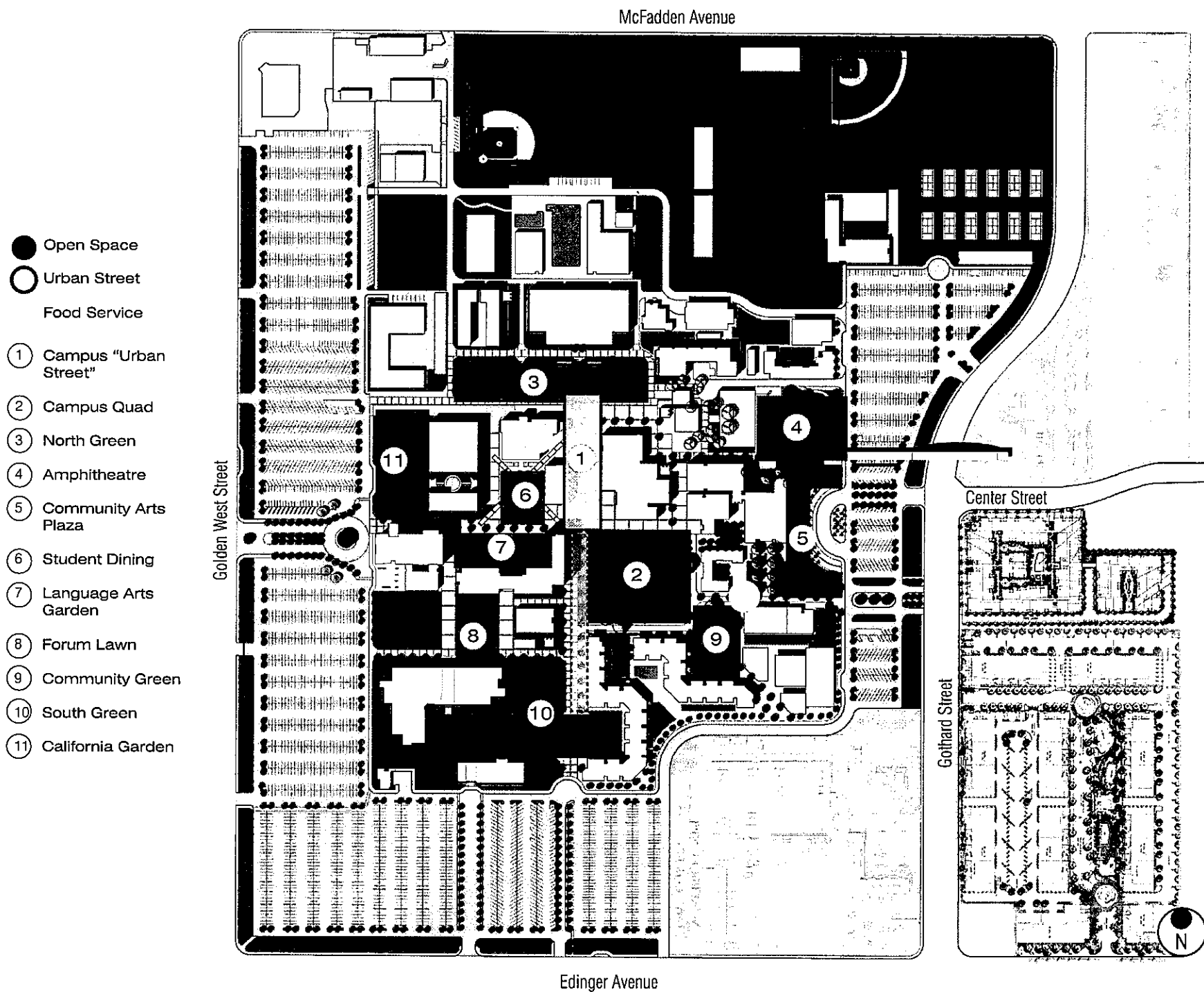
-  Primary Circulation
-  Secondary Circulation
-  Transit Access
-  Pedestrian Plaza / gate way
-  Campus Core



OPEN SPACE

- As a part of the open space system, the Master Plan reflects the creation of an “urban street” on the primary north-south axis to enhance and link the active student core and related exterior spaces with the primary open spaces; the Campus Quadrangle and the major North and South Greens. Amenities such as street furniture, lighting and signage will contribute to the pedestrian, urban character and scale of this space, which is intended as a place to “hang-out”, “see and be seen”
- To enhance student life, the master plans suggests a second point of food service be developed at the southeast edge of the academic core. This location is intended to support the Community Center and Cultural Arts zones of the campus and create a secondary student hub/node, extending student activities to the southeast quadrant of the campus.

The goal of the open space and pedestrian systems is to create a cohesive, welcoming, open, urban scale campus where the quality and clarity of the exterior spaces and pedestrian circulation creates a unique and identifiable “place” and experience for students.



## SERVICE ACCESS

The primary point of service access to Golden West College is from McFadden Avenue directly east of the Central Warehousing Facilities and Corporation Yard. Due the number of internalized buildings in the core of the campus, including the Student Center (food service) and Bookstore which require service vehicle access, a significant number of services vehicles currently continue south from the McFadden Avenue entry into the core of the campus. These services vehicles are forced to share access with pedestrians.

Many of the internalized buildings requiring service access are scheduled to remain. The master plan suggests alternative short access routes direct from the perimeter be identified to minimize internal travel and conflicts with pedestrian circulation.

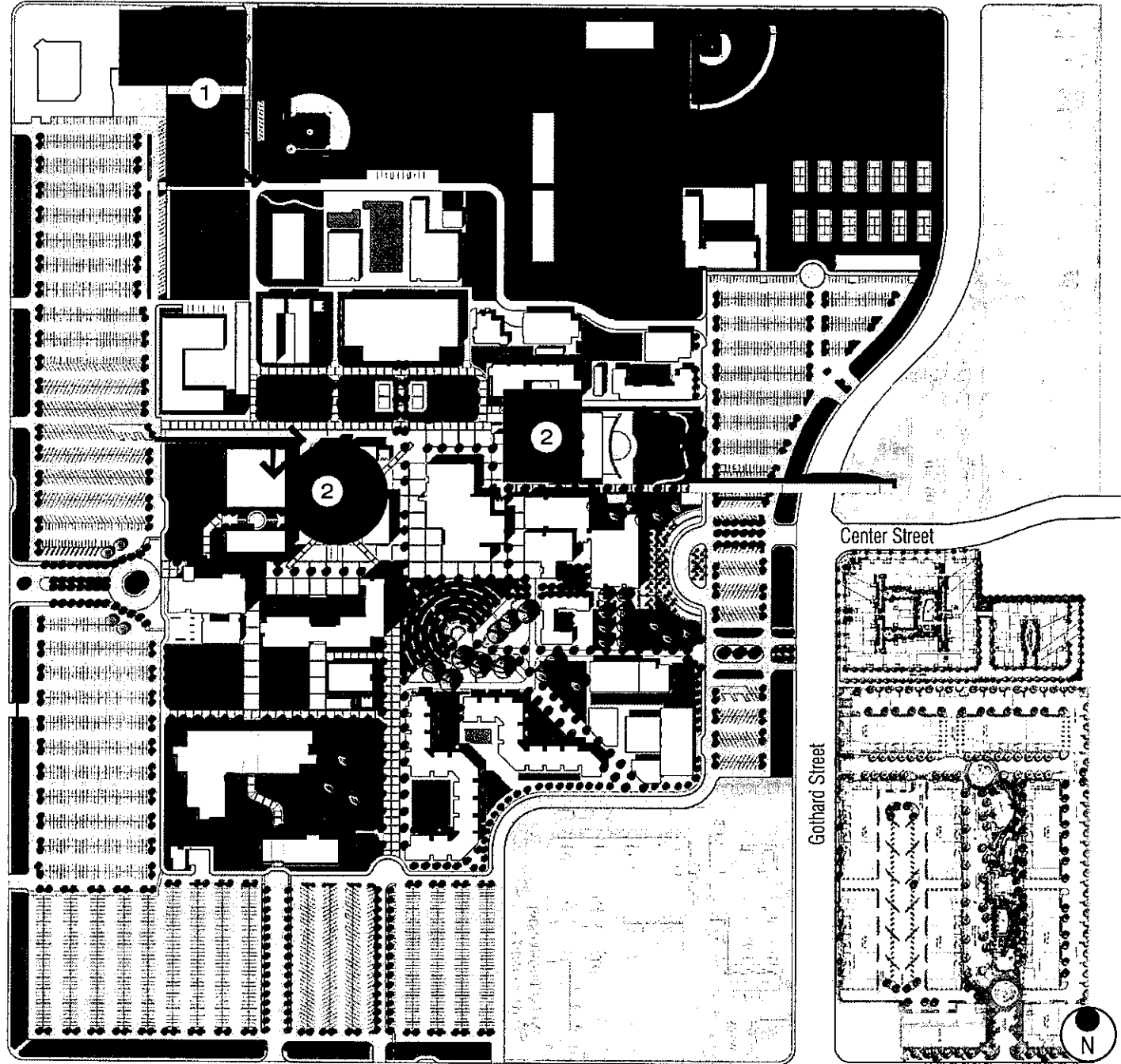


McFadden Avenue

— Service Access

- ① Corporation Yard / Warehouse
- ② Food Service / Printing
- ③ Theater / Arts

Golden West Street



Edinger Avenue

Center Street

Golhard Street

golden west college

## PROGRAM OF WORK

SCHEDULED CONSTRUCTION / RENOVATION – buildings currently in the queue (FPP's or IPP's have been submitted) for some level of state funding include the following:

- ① Criminal Justice Building – new construction / replacement
- ② Boys and Girls Club Gymnasium Facilities – a joint venture development
- ③ Language Arts Complex - new construction / replacement
- ④ Science/Math Building – new construction / replacement

## PLANNED RENOVATION

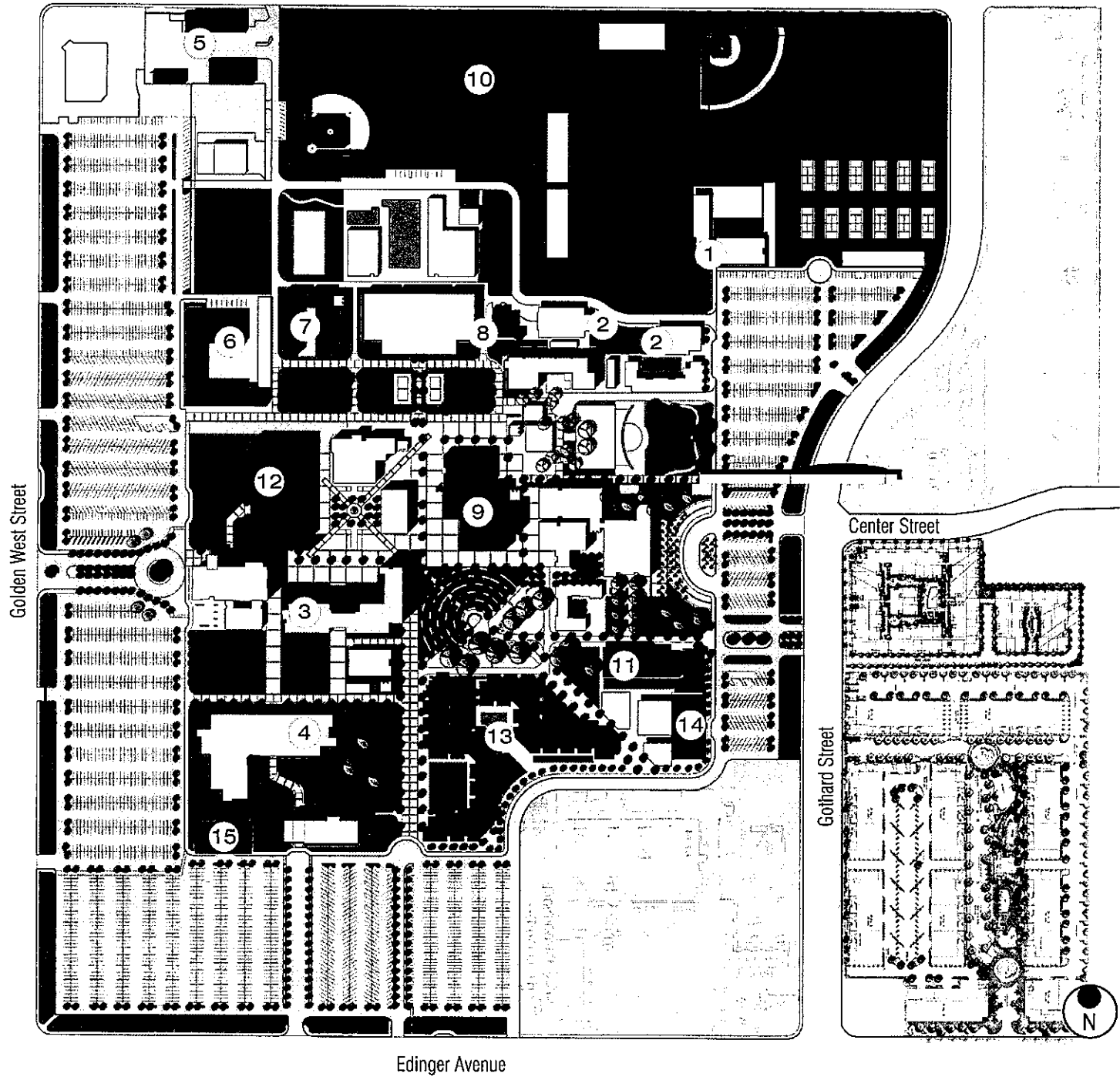
- ⑤ Central Warehouse / Corporation Yard – renovation, replacement and expansion
- ⑥ Automotive Building – Renovation to correct building deficiencies and support current instructional needs.
- ⑦ Technology Building – Renovation to correct building deficiencies and support current instructional needs. State support will be pursued.
- ⑧ Physical Education Training and Rehab Center – Renovation to correct building deficiencies and support current instructional needs.
- ⑨ Student Services and Activities – Renovation of the former Library to replace building systems and provide a centralized one-stop location for student services and activities at the core of the Campus.
- ⑩ Physical Education Outdoor Labs – renovation to provide enhanced state-of-art facilities. It is intended these improvements be supported by a public –private partnership and development of relocated, shared use (campus and community) tennis courts and new soccer facilities.

- ⑪ Community Services Building - Renovation and expansion to correct building deficiencies and support current academic needs and expanded community use.

## PLANNED CONSTRUCTION

- ⑫ Business / Social Science / Administrative Offices –new construction of a larger, efficient multi-use building supporting current technology and replacing existing spatially inefficient 1960's buildings reaching the end of their useful life. State support will be pursued. This facility will complete the revitalization and re-imaging of the west face of the campus. It will allow for the removal of existing, dated facilities and create new opportunities for public/private development and revenue generating activities. The proposed location will allow the existing facilities to remain in operation during construction without the need for swing space.
- ⑬ Housing / Mixed Use Development – this project represents a public/private joint venture opportunity to provide on-campus housing and facilitate retail development. The program and scope of the project will ultimately be dependent on its financial and political feasibility.
- ⑭ Cosmetology Building – new construction to replace the dated Cosmetology facilities currently located internal to the campus.
- ⑮ Campus Safety Office – new construction to accommodate relocation of the Campus Safety Office from the center island of the primary Golden West Street entry. The suggested location provides proximity to the academic core, ease of access to and from the public way and the opportunity for supervision of the swap meet activities in the Golden West and Edinger Lots.

McFadden Avenue



golden west college

## BUILDINGS TO BE DEMOLISHED

### SCHEDULED AND RECOMMENDED DEMOLITION

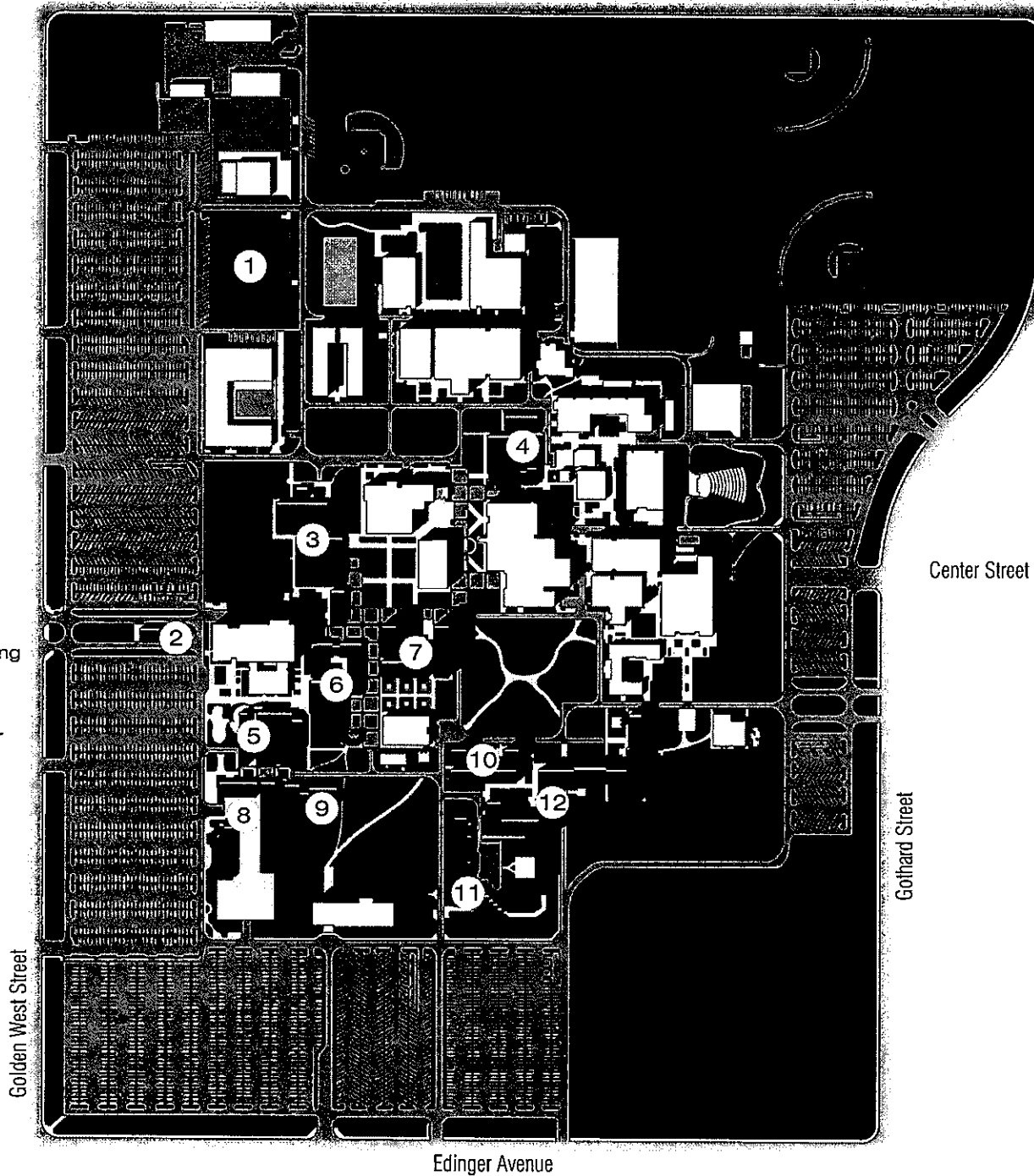
Current FPP's seeking state support for the new Science/Math Building, Criminal Justice Building and Language Arts Complex require, and will result in, removal of a significant number of existing facilities from the core of the campus. Buildings currently slated for demolition are identified in "orange".

State support for the Business and Social Science Building is anticipated in the future and will include demolition of the buildings housing these programs. These buildings as well as the existing Administrative and Student Services (relocated to the existing LRC) buildings are identified in "red". Additional recommendations include: demolition the existing Cosmetology building in favor of a new facility to be constructed on the southeastern edge of the campus that facilitates perimeter access and parking for visitors/clients and; demolition of the existing tennis courts in favor of replacement as a part of a larger public /private joint venture envisioned to provide community use tennis and 5-on-5 soccer facilities on the northwest edge of campus.

The strategic removal of existing facilities significantly enhances visual and physical access to the campus core and in several cases provides significant opportunities for consideration of public - private ventures.

McFadden Avenue

-  Scheduled Demolition
-  Recommended Demolition
- ① Tennis Courts
- ② Campus Safety
- ③ Math / Science
- ④ Cosmetology
- ⑤ Graphics
- ⑥ Health Science / Public Safety
- ⑦ Humanities Building
- ⑧ Auto Body
- ⑨ Child Care Center
- ⑩ Business Building
- ⑪ Criminal Justice
- ⑫ Administration Building / Student Services



Center Street

Gothard Street

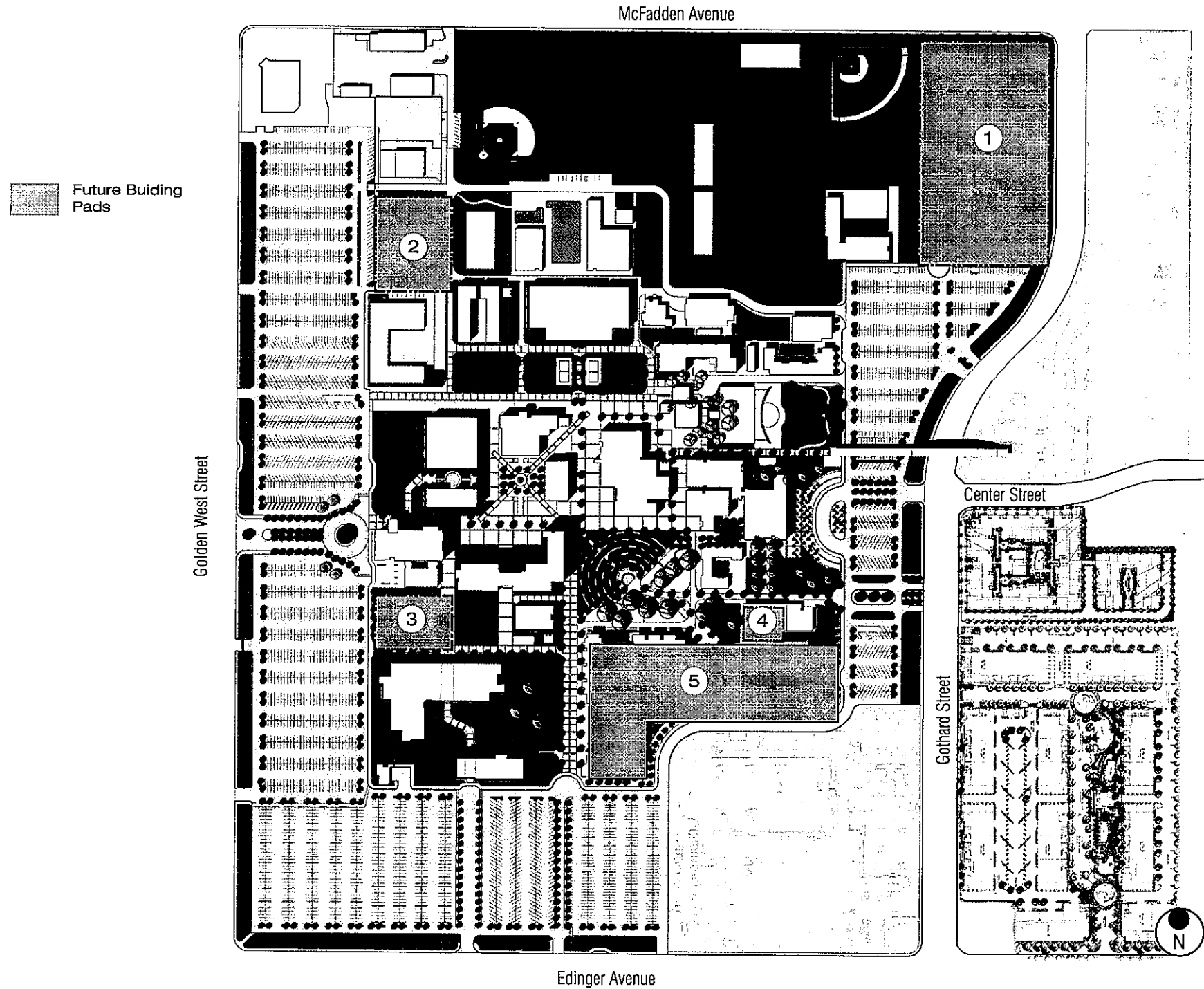
Edinger Avenue



## FUTURE BUILDING PADS

### FUTURE BUILDING PADS

- ① Existing undeveloped land at the northeast corner of the site. It is anticipated this pad will be utilized for joint venture development of a joint use sports facility including tennis and 5-on-5 soccer.
- ② Future pad with perimeter access for expansion of CTE programs and related facilities. This pad will be created by the relocation of the existing tennis courts.
- ③ Future academic building pad resulting from demolition of the existing Graphics Building preceding construction of the Math and Science Building
- ④ Currently undeveloped site west of the current Community Service Building
- ⑤ Mixed use pad created by demolition of the existing Criminal Justice Complex, Business, Administrative and Student Service facilities.



### ENTREPRENEURIAL OPPORTUNITIES

While potentially all facilities and programs can be considered as revenue generating opportunities, the diagram identifies certain campus facilities and zones which currently support, or can be developed to support, revenue producing activities. Further development of these zones should consider public / public and public / private relationships and programs that create revenue and / or synergistically support the campus' programmatic needs.

Actual development of these zones and the scope of individual programs and projects will be dependent on the economic viability of individual projects and, in some cases, (depending on the use) obtaining entitlement approval from governing local jurisdictions.

Current entrepreneurial actives and programs include:

- ① CVS Pharmacy – a long term ground lease
- ③ Child Development Center and future Gymnasium Facilities– developed under a Joint Venture agreement with Boys and Girls Club
- ⑪ Swap meet

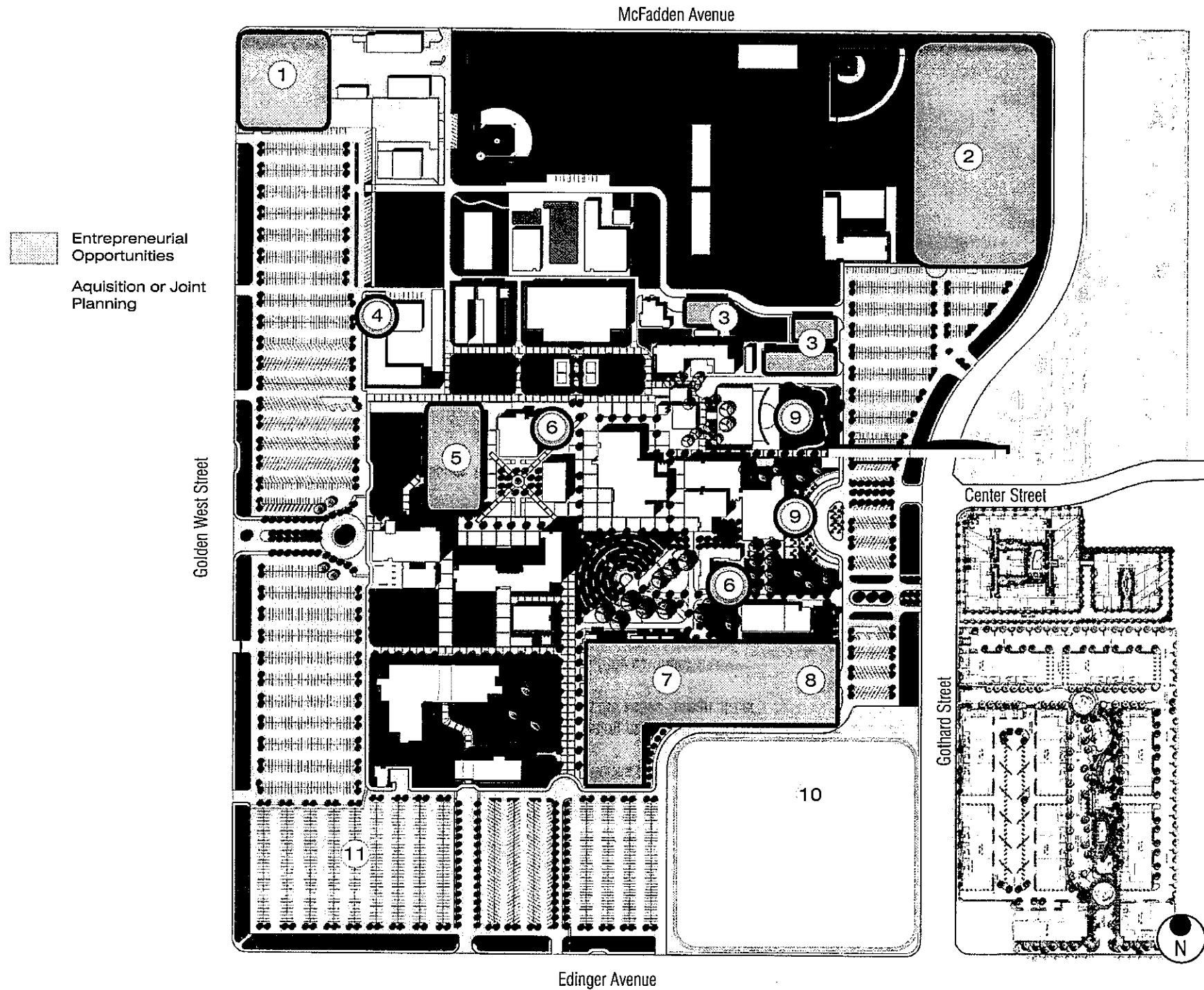
Career and Vocational Facilities which provide services to the public include:

- ④ Automotive Technology
- ⑧ Cosmetology

Opportunities for further consideration include:

- ② Public access athletic facilities, such as tennis and soccer
- ⑤ Conferencing facilities developed in conjunction with the planned Business / Social Sciences and Administrative Office Facility
- ⑥ Food service facilities
- ⑦ Student, faculty and/or community housing and retail uses
- ⑨ Encouraging and supporting use/rental of the theater and amphitheatre facilities by public and community groups
- ⑩ Acquisition and mixed use development (housing and retail) of the non-campus owned retail site at the northwest corner of Edinger Avenue and Gothard Steet. At a minimum, efforts should be made to explore potential synergies resulting from joint planning of this site with the future housing and service retail opportunities suggested on the southwest corner of the campus (identified as item 7 & 8).





### CAMPUS ZONING

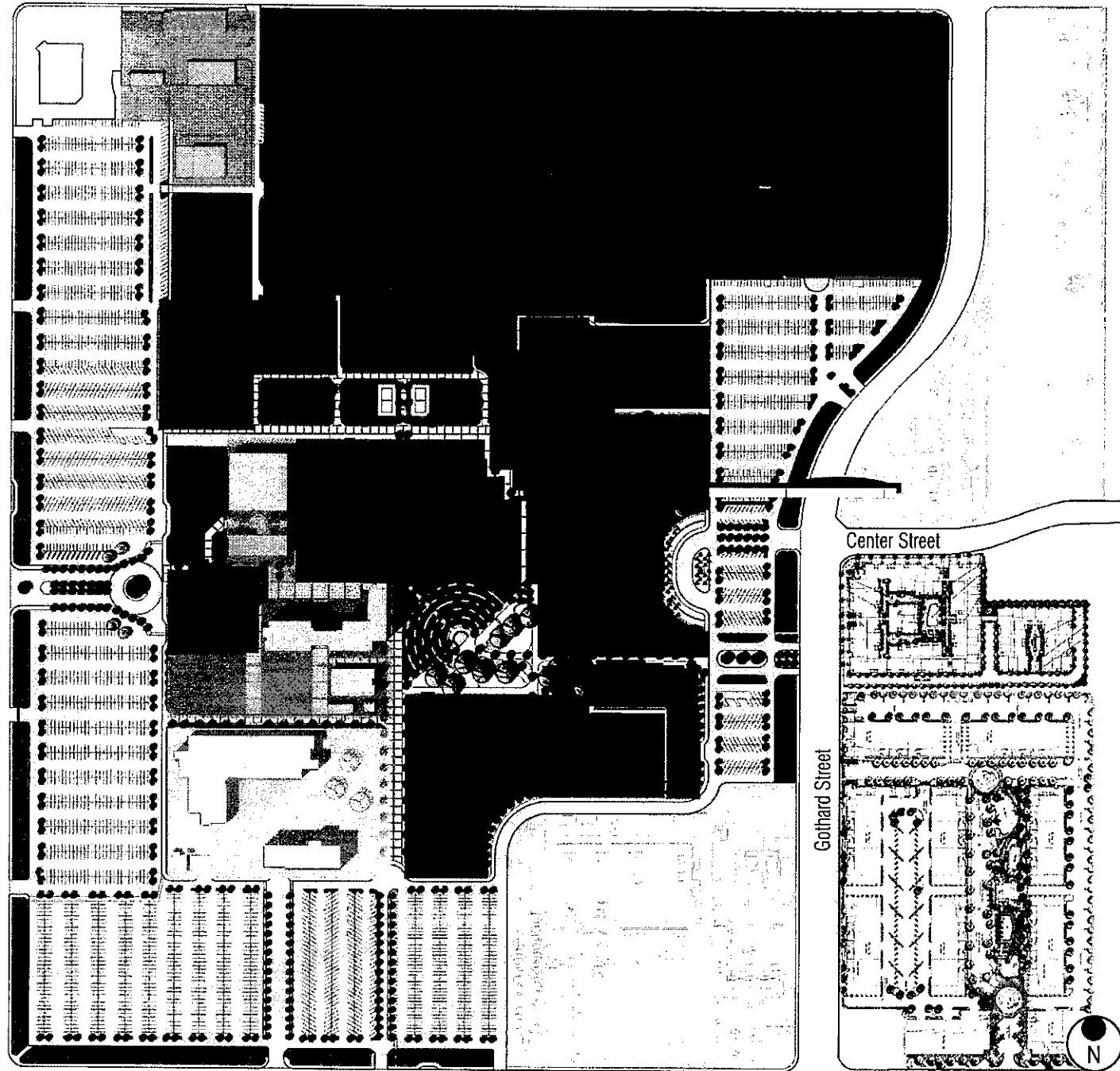
The Campus Zoning Diagram reflects the evolving campus organization resulting from the location of existing facilities which will not undergo a significant change in use; implementation of the Master Plan recommendations; and completion of the Program of Work. It reflects a clear, logical organization of campus facilities and neighborhoods of common academic and/or student uses.

- The “heart of the campus” is anchored by its “student core”, consisting of the Student Center, Bookstore, and Student Services/Activities Buildings, as well as the related open spaces and the active “urban street”;
- Science, Math and related facilities occupy the southwest quadrant of the campus;
- Career and Vocational facilities are focused to the perimeter of campus where they are easily accessible to services and visitors / clients, including the majority of CTE disciplines which occupy and will continue to grow along the northwest edge of the campus;
- Arts, community services and other cultural/ public access facilities are clustered on the eastern side of campus with a significant and welcoming public ceremonial entry;
- Physical education facilities and field labs occupy the northern edge of campus.

McFadden Avenue

- CTE
- Sports
- Math / Sciences
- Interdisciplinary
- Student Core
- Utility / Maintenance
- Library
- Boys / Girls Club
- Arts
- Housing / Mixed Use
- Community Services
- ▲ Food Service

Golden West Street



Edinger Avenue

Center Street

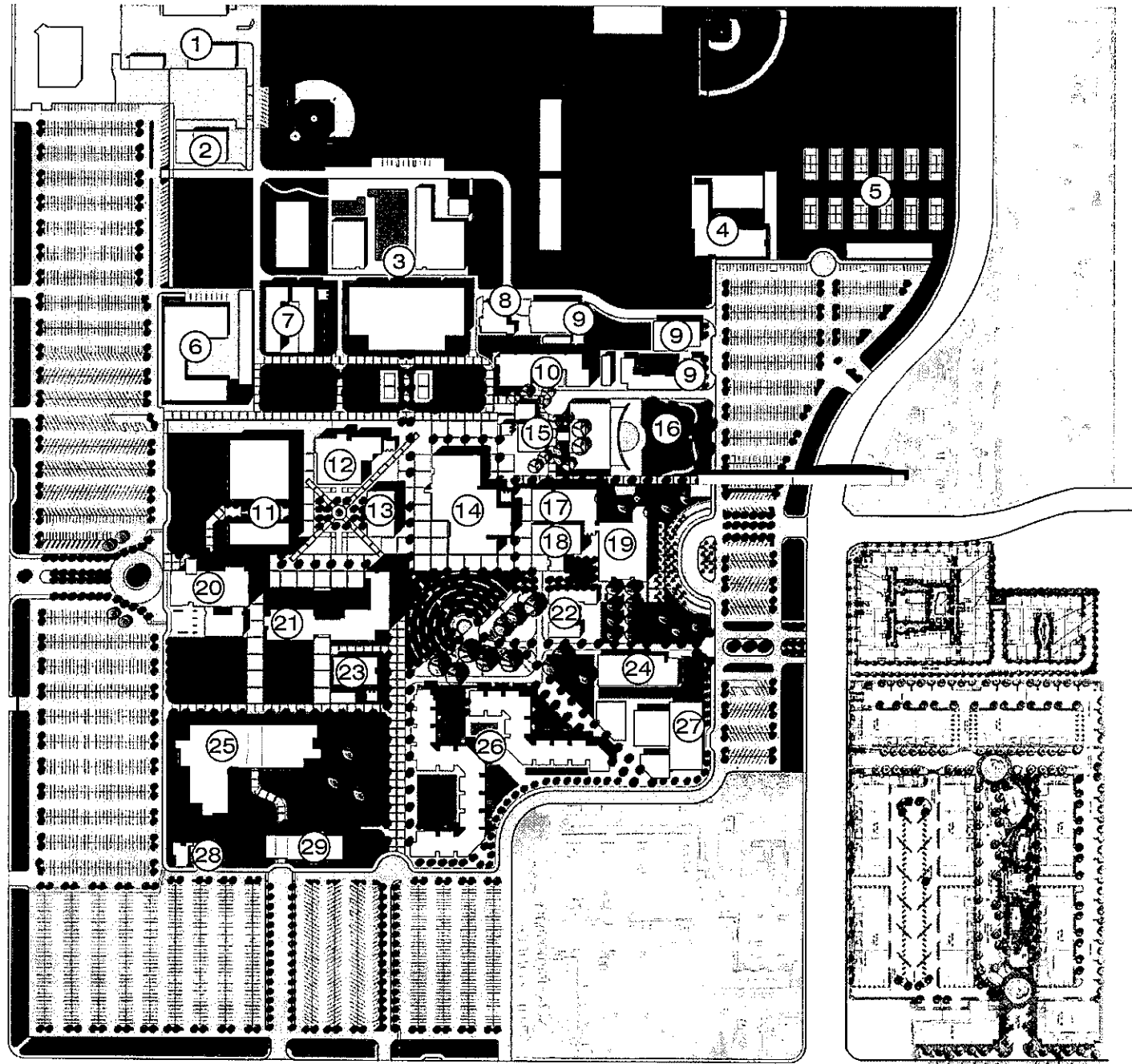
Gothard Street

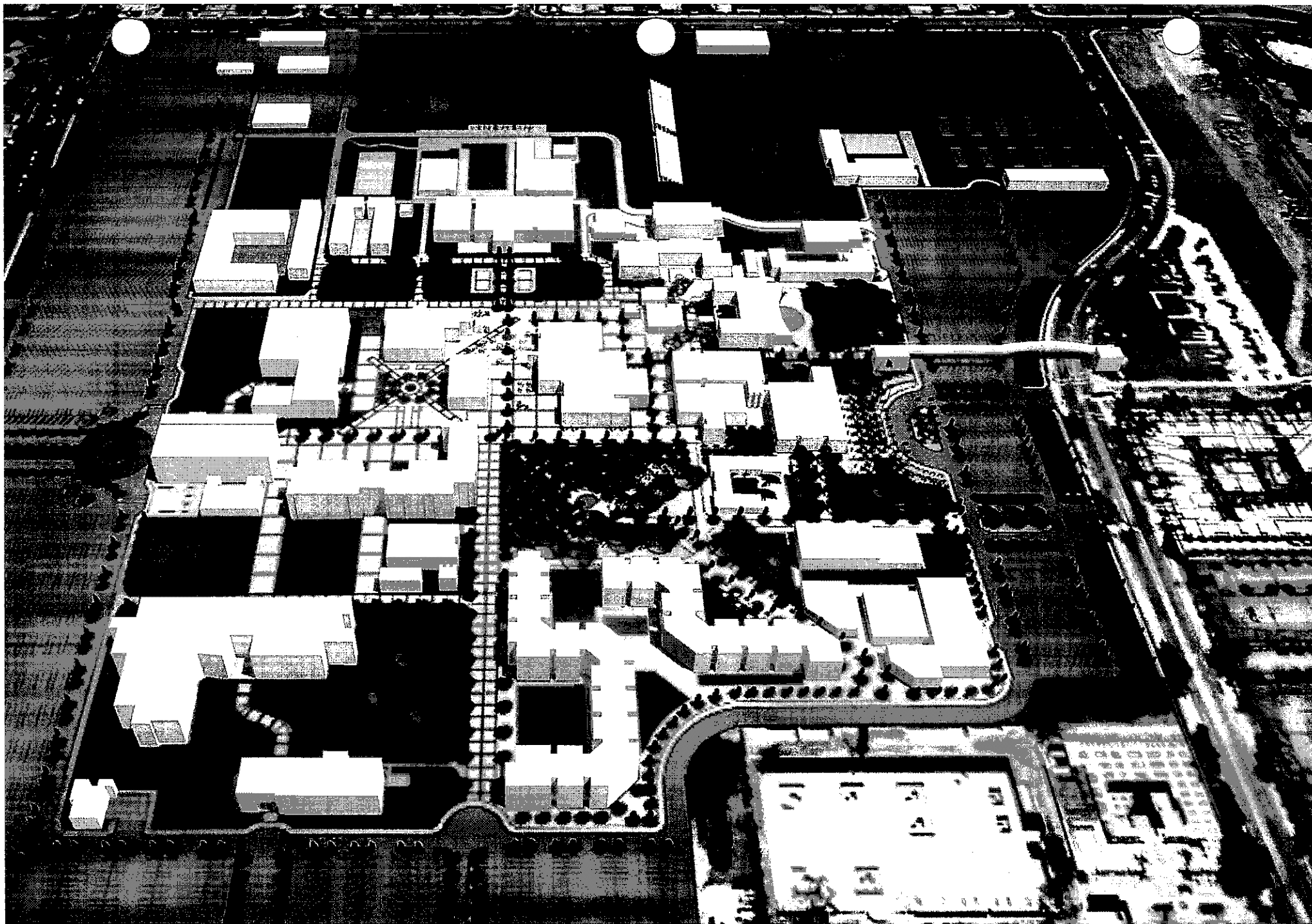
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## VISION 2020 FACILITIES MASTER PLAN

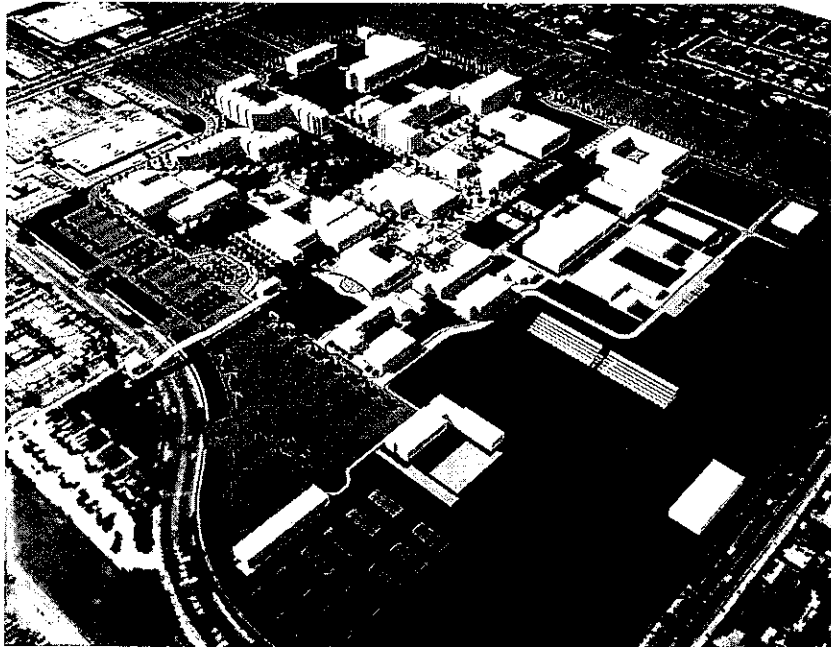
### Golden West College: 2020

- |   |   |
|---|---|
| ① Maintenance / Receiving                     | ②① Language Arts Complex                  |
| ② Central Plant                               | ②② Classroom Building / Blackbox          |
| ③ Physical Education Complex                  | ②③ Forum I                                |
| ④ Criminal Justice Training Center            | ②④ Community Services                     |
| ⑤ Joint Venture Athletic Facilities           | ②⑤ Math and Science Building              |
| ⑥ Automotive Building                         | ②⑥ Mixed Use Residential Complex          |
| ⑦ Technology Building                         | ②⑦ Cosmetology / Mixed Use Retail Complex |
| ⑧ Physical Education Training Center          | ②⑧ Campus Safety / Swap Meet Office       |
| ⑨ Boys & Girls Club                           | ②⑨ Nursing and Health Services            |
| ⑩ Fine Arts Building                          |   |
| ⑪ Business, Social Science and Administration |   |
| ⑫ Student Center                              |   |
| ⑬ Book Store                                  |   |
| ⑭ Student Services / Student Activities       |   |
| ⑮ Fine Arts                                   |   |
| ⑯ Amphitheatre                                |   |
| ⑰ Forum II                                    |   |
| ⑱ Music Building                              |   |
| ⑲ Theater Building                            |   |
| ⑳ LRC   |   |

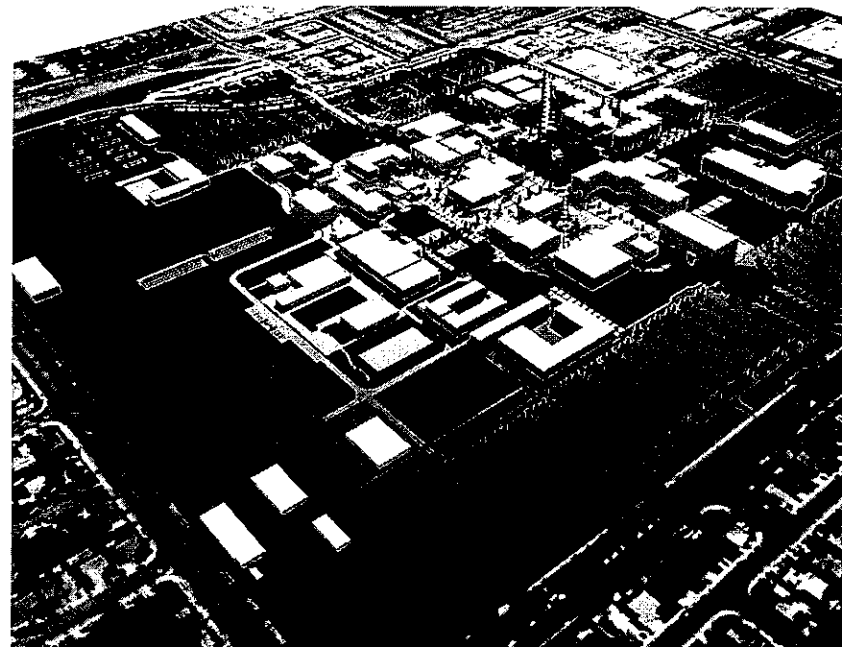




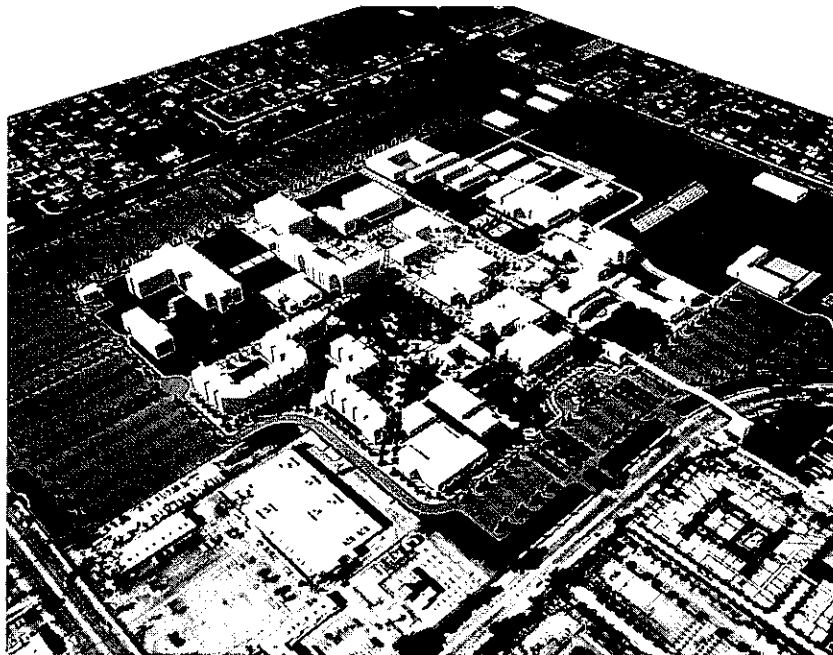
View: Edinger Ave



View: Gothard St. / McFadden Ave.



View: McFadden Ave / Golden West



View: Edinger Ave / Gothard St.



View: Golden West / Edinger





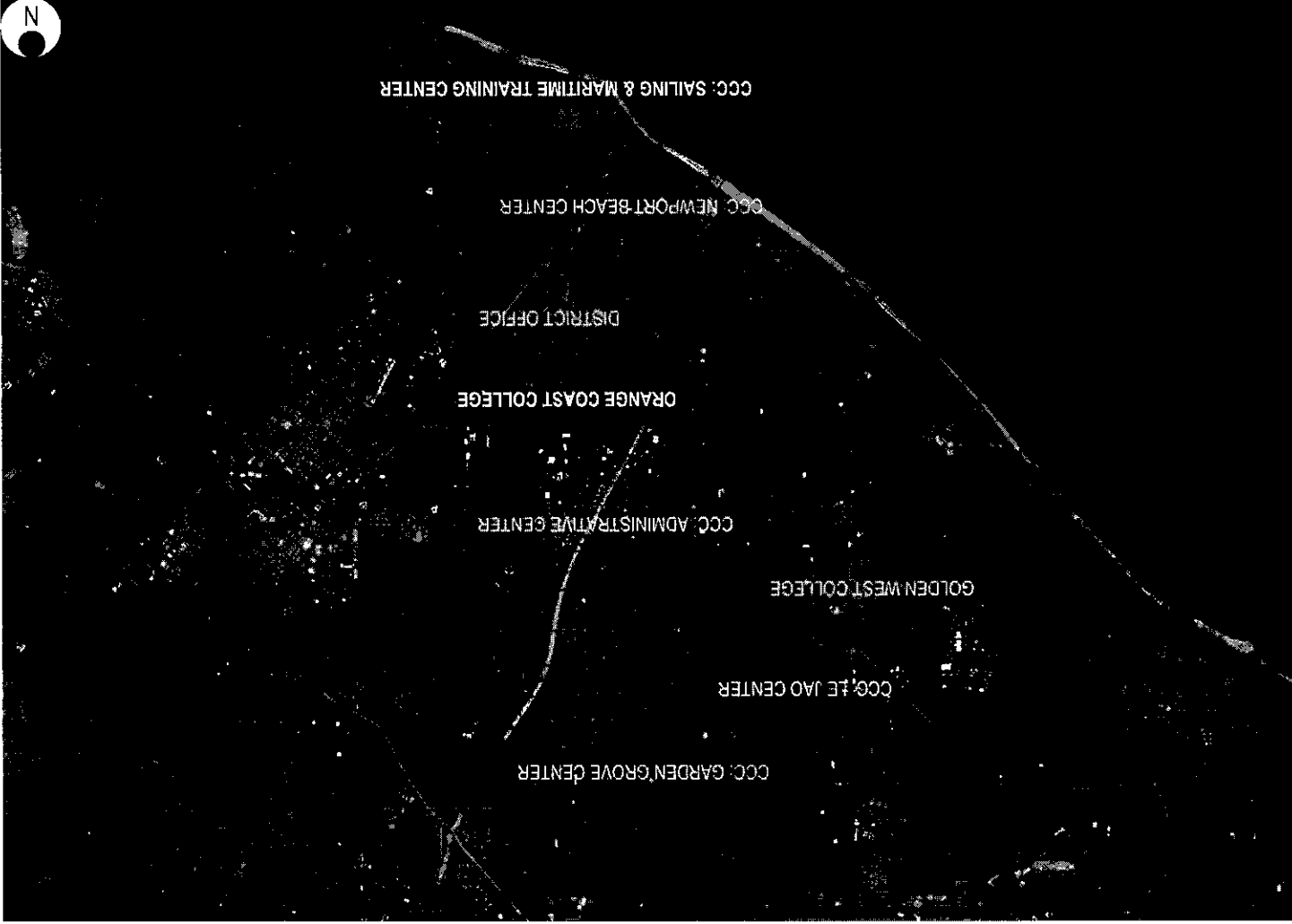
## GOLDEN WEST PROJECT SEQUENCE / PHASING PLAN

Phase	2020 Program of Work	1st Funding	Construct Start Date	Occupy Date	Scope	Square Footage	
						Usable	Gross
I	1 Design Tech	2011/2012	2012/2013	2013/2014	Renovation	5,000	6,667
	2 Student Service/Student Activities	2011/2012	2012/2013	2014/2015	Renovation	44,353	58,991
	3 Science Math Bldg	2012/2013	2013/2014	2015/2016	New Construction	74,236	110,990
	4 Criminal Justice Training Center	2013/2014	2014/2015	2016/2017	New Construction	25,924	38,465
	sub total					149,513	215,113
II	5 Cosmetology Bldg	2014/2015	2015/2016	2017/2018	New Construction	19,500	26,713
	6 Lang Arts Complex	2014/2015	2015/2016	2017/2018	New Construction	43,935	67,807
	Campus Security/Weekend						
	7 Operations	2015/2016	2016/2017	2017/2018	New Construction	2,400	2,880
	8 Outdoor Labs	2015/2016	2016/2017	2017/2018	Reno/Reconstr	NA	NA
	8a Training/Rehabilitation Center	2015/2016	2016/2017	2017/2018	Renovation	3,018	4,418
	sub total					68,853	101,818
III	9 Technology Bldg	2015/2016	2016/2017	2018/2019	Renovation	24,110	25,773
	10 Community Center	2016/2017	2017/2018	2019/2020	Renovation/Exp	6,745	8,240
	11 Business and Social Sciences Bldg	2016/2017	2017/2018	2019/2020	New Construction	66,270	101,954
	12 Central Warehouse/Corporation Yard	2017/2018	2018/2019	2020/2021	Renovation/Exp	26,794	31,522
	sub total					123,919	167,489
<u>Projected Pre-2020 Enterprise/JV Projects</u>							
	1 Student Housing	TBD	TBD	TBD	New Construction	TBD	TBD
	2 Mix-Use Development	TBD	TBD	TBD	New Construction	TBD	TBD
	TOTAL					342,285	484,420

Source: Cambridge West Partnership/HPI Architects



Orange Coast College



# Orange Coast College

## ORANGE COAST COLLEGE

Orange Coast College is comprised of two sites, the original 166 acre Costa Mesa site and the School of Sailing and Seamanship in Newport Beach. A proposed Maritime Training Center is currently planned on the north (inland) side of the West Coast Hwy across from the OCC School of Sailing and Seamanship.

The primary focus of the facilities master plan for Orange Coast College is the Costa Mesa campus bounded by Fairview Avenue to the east, Adams Avenue to North, Merrimac Street to the south and high density housing to the west. Surrounding uses include single family residential development south of Merrimac, the fairgrounds and high school across Fairview to the east, and high density residential development across Adams to the north. The neighboring District offices are on the north side of Adams Street west of the Adams Street entry.

### PLANNING CONTEXT

The fall semester 2010 aerial photo depicts the current status of development at Orange Coast College and many of the major improvements successfully completed following the passage of Measure C. These include:

- Renovation of Watson Hall for Student Services,
- Renovation of the Lewis Center for Applied Science
- Expansion of the Early Childhood Lab School,
- Doyle Arts Pavilion
- Library / Learning Resource Center
- Consumer, Allied Health and Biological Sciences Laboratory Building
- Fitness Complex and Outdoor/Field Labs
- Infrastructure Improvements

### EVOLUTION OF THE FACILITIES MASTER PLAN

The recommendations contained in this report build and rely strongly upon the 2005 Orange Coast College Facility Master Plan which provided a clear foundation and framework for progress towards the future vision of the campus. As previously noted, significant progress has been made towards the implementation of 2005 Master Plan; progress which has resulted in the following:

- With the success of Measure C and completion of projects currently in the planning queue, the vast majority of the older 1950's campus facilities (row buildings) will have been replaced with larger, more efficient structures. With the completion of the Program of Work identified in the 2020 Facilities Master Plan most if not all buildings will have been replaced or modernized to support current instructional needs and efficient operation.

- The completion of larger more efficient buildings to the perimeter of the campus core supports the evolving development of a central open space / quad concept. This concept enhances the unique identity of the campus, supports opportunities for socialization, supports ease of student way-finding, and minimizes vehicular and pedestrian conflicts.
- The campus has evolved with clearly defined academic zones.

The 2020 Facilities Master Plan focuses on the following:

- Meeting current and future facilities needs – the Program of Work
- Enhancement of the campus' physical image to the surrounding community including both physical and visual access to services and the academic core of the college from community edges and campus periphery.
- Parking improvements both quantitatively and qualitatively
- Development of a campus loop road to facilitate safe and convenient vehicular movement, facilitate service access to buildings and minimization of pedestrian and vehicular conflicts
- Continued development of the 2005 open space and pedestrian circulation recommendations including strong open space and pedestrian linkage of the CTE and athletic zones of the campus with the academic core

Supporting and fostering opportunities for public private development and relations which support the mission of the college and/or provide an ongoing source of revenue for development of facilities and programs.

- ① Watson Hall
- ② Lewis Center for Applied Science
- ③ Early Childhood Lab School
- ④ Doyle Arts Pavilion
- ⑤ Library / LRC
- ⑥ Consumer, Allied Health & Bio Sci Lab
- ⑦ Fitness Complex & Outdoor Field Labs



## PARKING / VEHICULAR CIRCULATION / CAMPUS PEDESTRIAN ACCESS

### PARKING AND CIRCULATION

Today, approximately two thirds of the campus perimeter is occupied by parking. The two largest lots, 'E' and 'F', serve as the primary student lots. Additional lots along Merrimac Way and Fairview Road serve Administration, the Fine Arts and Theatre complexes, Student Services and Athletic facilities.

Several planning issues exist:

- The total number of stalls is insufficient to support current enrollment much less anticipated growth. The current parking demand is met by off-site parking in the Fairgrounds lot across Fairview. This arrangement is not convenient for students with respect to the location of the lot vs. the preponderance of academic space on the west and north edges of the campus
- The disjointed nature of the two primary student lots. While progress has been made in linking many of the existing smaller as well as linking these lots with the Adams Parking (Lot F) lots, the two primary student lots (F&E) remain disjointed. When, for example, Lot E is full, users are forced to exit the campus and utilize surface streets for access to alternative parking areas creating inconvenient and unsafe conditions.
- Several of the lots are extremely large and lacking in clarity of organization or means of orientation.
- The smaller / secondary lots along Merrimac Way, south of the theatre, music and arts facilities, are poorly organized and do not readily support heavy in-and-out traffic movement.
- The existing pedestrian entries from parking to the campus are poorly defined, are generally abrupt and lack in significant gateway character. Too often these entries appear as backdoors to the campus.








Consistent with the 2005 Master Plan, the current Master Plan suggests a number of improvements intended to better facilitate overall vehicular circulation to and within the campus as well as minimize pedestrian / vehicular conflicts.

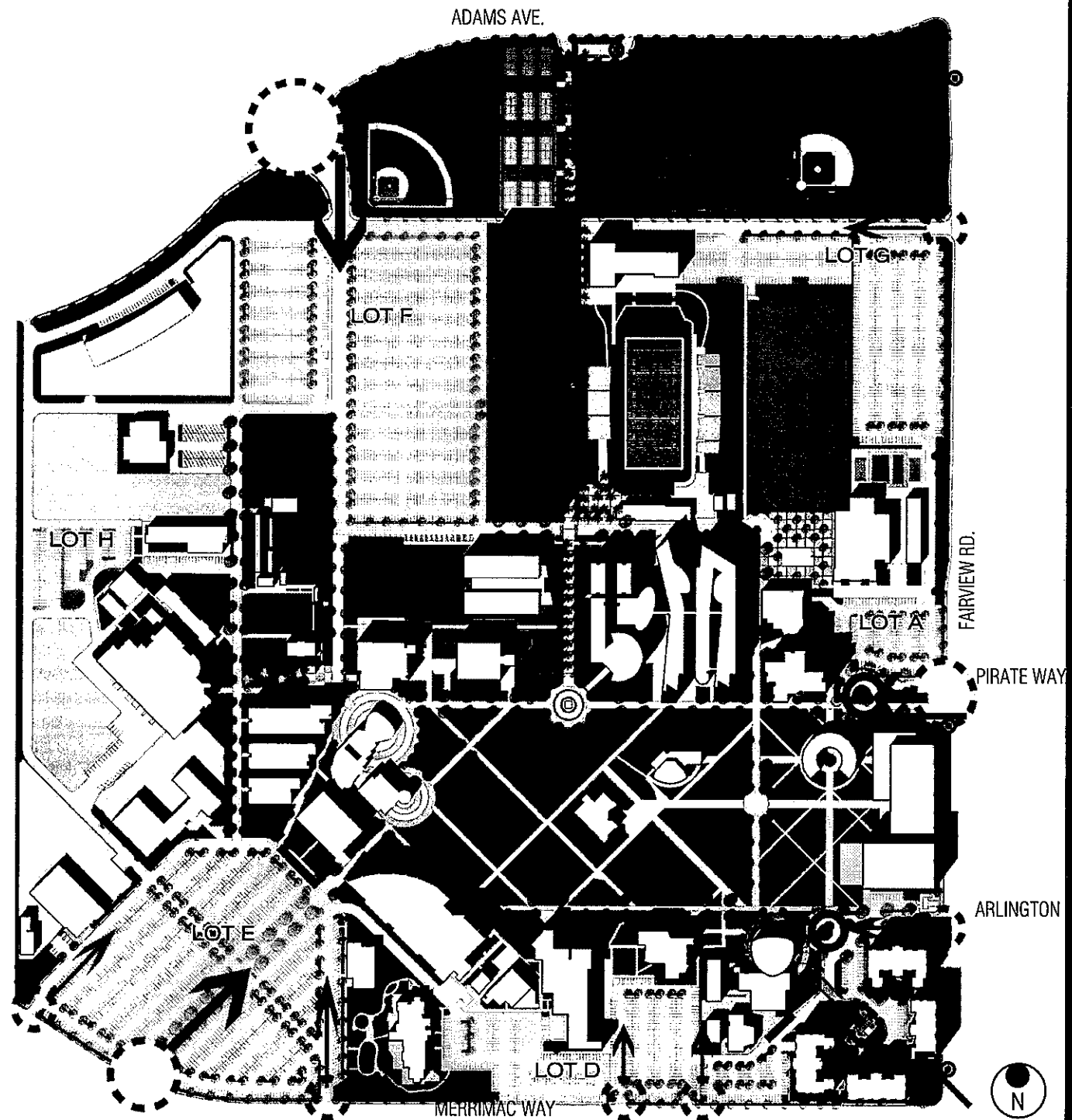
### PRIMARY AND SECONDARY VEHICULAR ENTRIES

While significant progress was made under Measure C with respect to perimeter signage and branding of the campus, specifically at the Fairview Road and Adams Ave vehicular entries, as well as the Adams / Fairview and Merrimac / Fairview intersections, current recommended improvements would include:

- Development of a primary entry from Merrimac Ave to Lot E. The signage and landscape character of this entry should be consistent with recent improvements at the Adams Entry to Lot F. It is recommended this entry be developed in conjunction with the reorientation of parking of Lot E as discussed in the following pages see ("Parking Improvements").
- Consistent application of the campus signage program at all secondary entries.
- Enhancement of the Arlington and Pirate Way entries from Fairview Road. Significant changes to the character of the campus along Fairview, including the recommended replacement of the Student Union, Bookstore, Culinary Arts and Administrative facilities provides an opportunity for an enhanced gateway character and coherent arrival sequence for students and visitors at the Fairview / Arlington and Fairview / Pirate Way entries. Further development of these entries should include consistent application of the campus signage program, formal organization of planting, vistas to points of arrival, clearly defined pedestrian paths from public transportation stops to the core of the campus and convenient student and public drop off.



-  Primary Entry
-  Secondary Entry
-  Drop Off
-  Bus Stop
-  Circulation from Public Transportation
-  Parking
-  Parking Structure



## PARKING / PARKING STRUCTURE

### PARKING IMPROVEMENTS

- Development of a new multilevel parking structure west of the Stadium in the Adams Lot (Lot F)
- Reconfiguration of Lot E to facilitate improved pedestrian circulation from the car to the campus, reduce the apparent scale of the lot, facilitate the development of an internal loop and service road connecting Lots E and F and create the opportunity for an entry road that leads directly to a pedestrian drop-off area aligning with the Primary Pedestrian Walkway connecting this lot to the core of the campus and serving the Library and Planetarium.
- Expansion of Lot G in conjunction with relocation of the tennis courts to the northern edge of the campus in closer proximity with the Fitness Complex.
- Designation of the Lot D as long term and preferred parking for full time students, staff and faculty; carpools; and green vehicles. The intent of this designation is to minimize in and out traffic movement within this small lot
- Designation of Lot A as short term parking to facilitate access to student services (Watson Hall), the Student Health Center and Campus Administration.






### PARKING STRUCTURE RECOMMENDATIONS

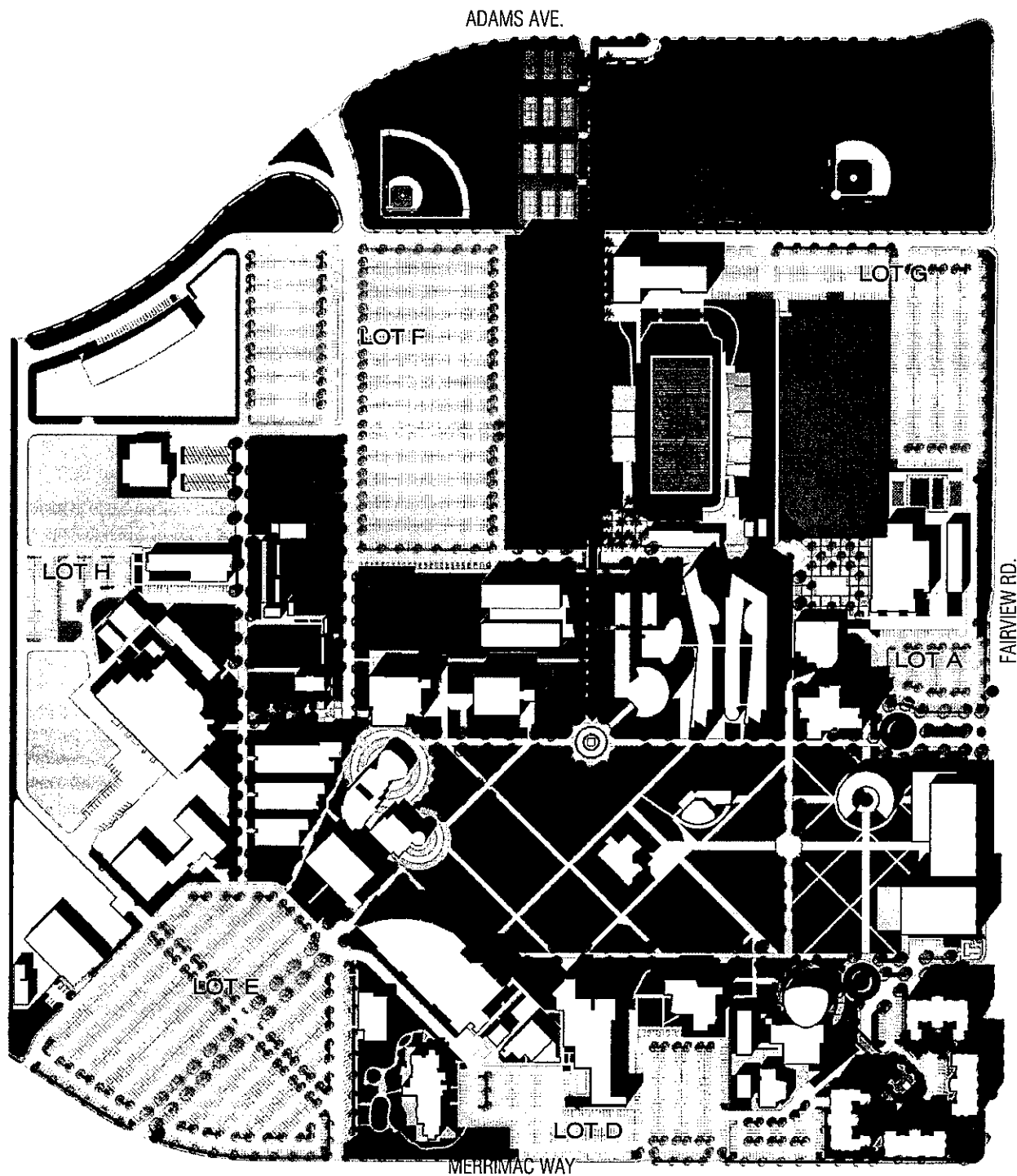
To mitigate the parking shortage the college's Master Plan recommends construction of a five level structure of approximately 2100 stalls. Coupled with other parking improvements reflected in the 2020 Master Plan, this structure will result in a net gain of more than 1400 stalls.

This is a "lynchpin" project key to the development of the campuses most needed projects that follow. It will minimize the impact on available parking during all construction phases on the campus and meet the parking needs of the projected student enrollment demands for 2020 and beyond.

The recommended location of the multi level structure is the currently unutilized open space directly west of La Bard Stadium and the eastern edge of the Adams Lot. The benefits of this location include:

- It places the much needed parking in close proximity to the academic core of the campus;
- works in conjunction with a major north / south oriented pedestrian spine connecting the center of the academic core with parking and a relocated public transit stop on Adams Ave;
- allows for construction of an efficient three bay(3 drive aisle, 6 parking bay) structure;
- minimizes the impact on existing parking during construction of the structure and;
- retains a significant portion of the Adams Lot (Lot F) for swap meet use.

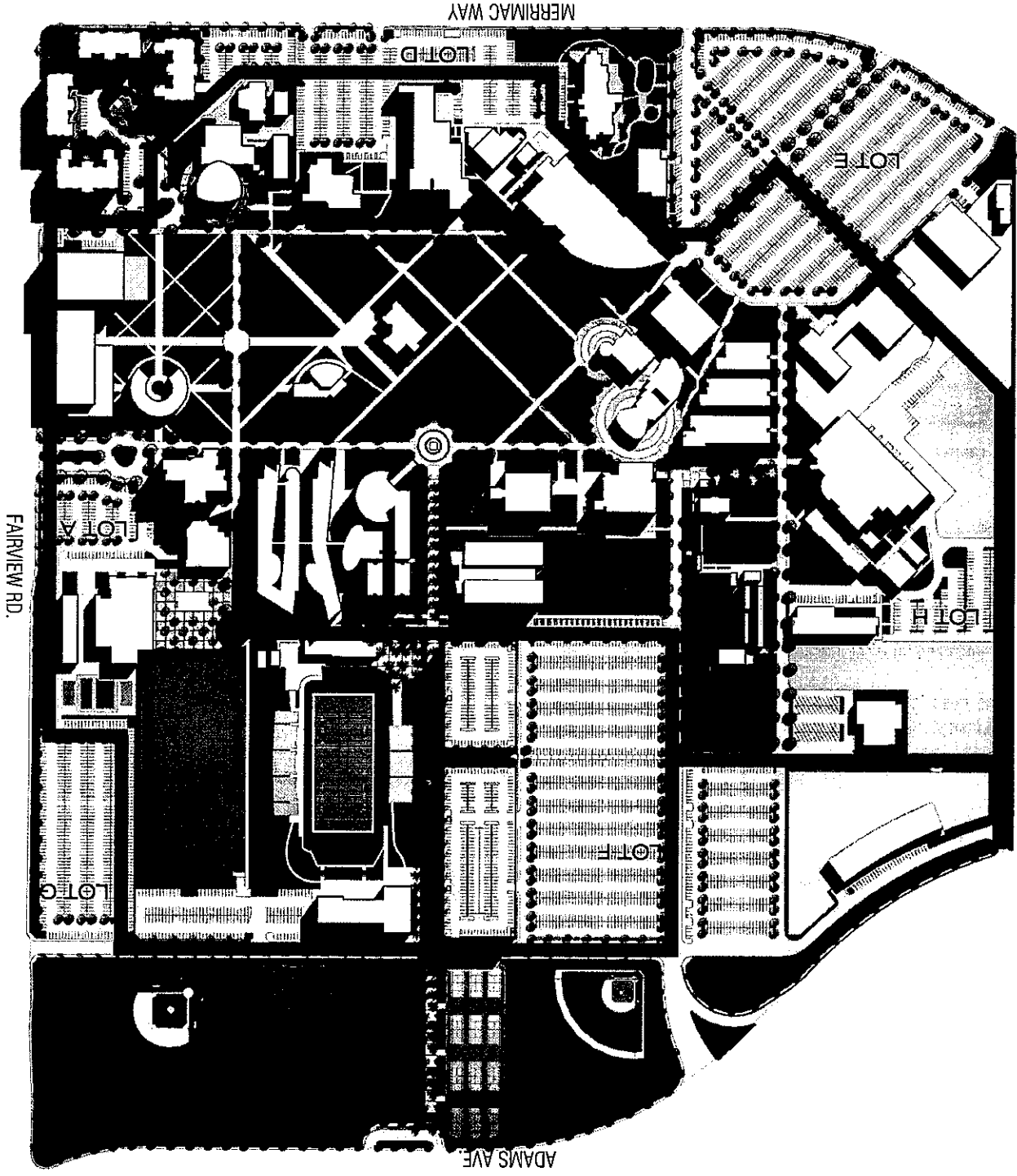
-  Parking
-  Parking Structure
-  Pedestrian Spine
-  Bus Stop
-  Drop Off



### LOOP ROAD

In addition to enabling student and faculty circulation between the various campus lots, the suggested loop road provides service vehicle access to the majority of buildings thereby minimizing interruption of classes and disruption of pedestrian circulation at the Central Quad. Emergency vehicles will continue to have access to all parts of the campus.

- To minimize conflicts between pedestrian circulation and vehicular traffic the 2020 Master Plan suggests termination of the loop connection between lots A and F (recommended in the 2005 Master Plan) east of the Field House. To complete the recommended internal connection, the 2020 Master Plan recommends development of an east/west roadway paralleling Fairview Avenue and connecting Lot A and an expanded Lot G. The proposed roadway realignment allows for a stronger pedestrian and open space link between the academic core of the Campus and athletic facilities and fields. Construction of this portion of the loop road would occur in conjunction with improvements to the existing gym and adaptive PE facilities as well as relocation of the existing tennis courts in closer proximity with the recently completed Fitness Complex. These refinements to the 2005 Master Plan create an opportunity to enhance the currently abrupt edge condition at Fairview created by the lack of a landscape buffer adjacent to the tennis courts.
- The master plan proposes the loop road at the west edge of the campus be extended north to Adams Avenue to minimize traffic conflicts between the heavy student traffic in Lot F and the service vehicles and an anticipated increase in non-student traffic resulting from further development of the western edge of the campus for Career, Technical Education and related entrepreneurial opportunities.



Loop Road

## PEDESTRIAN CIRCULATION AND OPEN SPACE





### PEDESTRIAN CIRCULATION

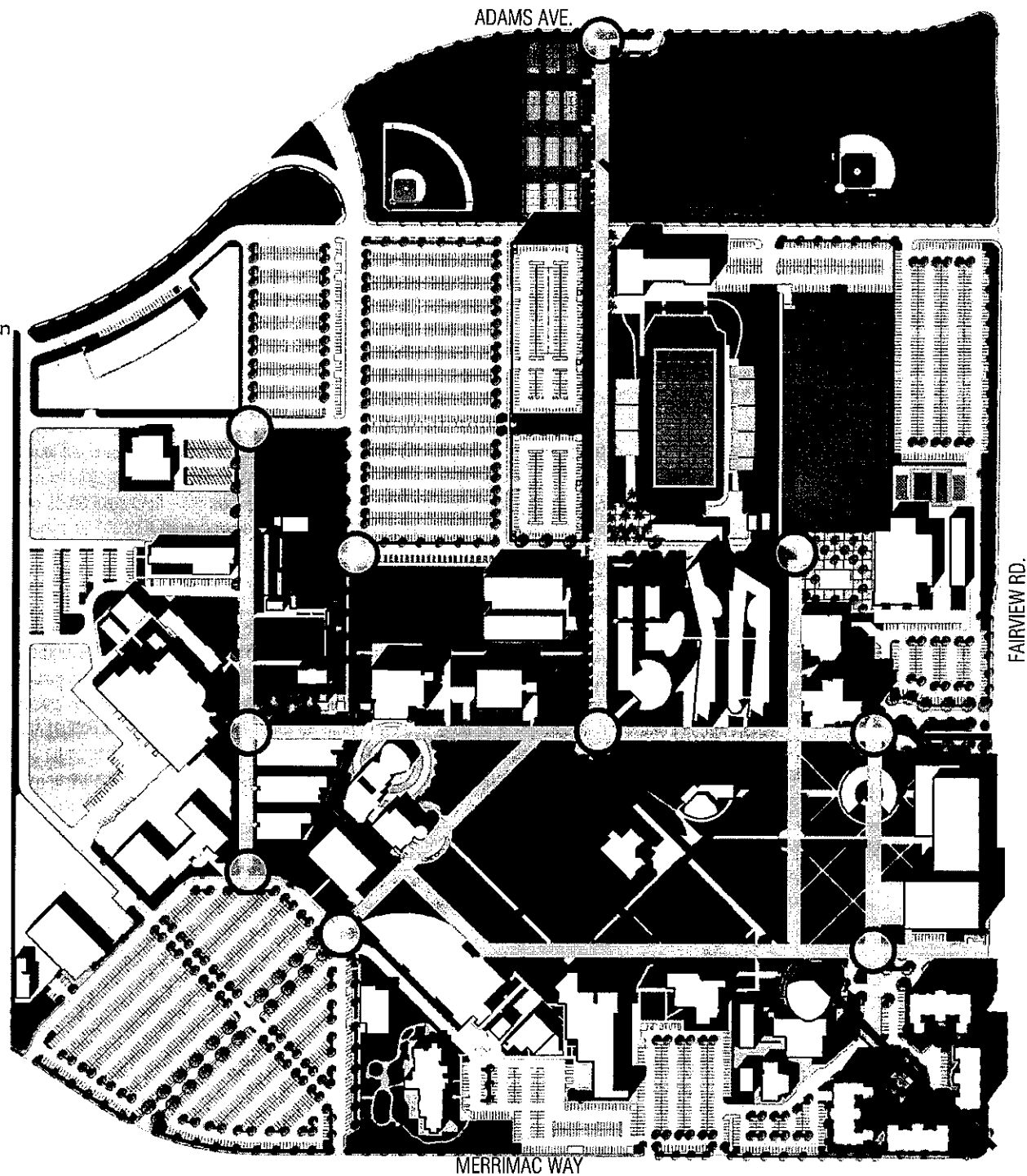
Access and clarity of pedestrian circulation is of primary importance on the OCC Campus. The 2020 Master Plan builds on the recommendations and progress made under Measure C and the 2005 Master Plan. These recommendations include development of a clear hierarchy of pedestrian paths which facilitate way-finding and are differentiated by their width, hardscape and landscape/ planting character.

- The Primary Circulation spines are intended to support a high volume of pedestrian traffic as well as emergency vehicle access. These primary spines ring the campus quad and extend primarily on a north / south and east/ west axis to connect major buildings and zones of the campus. They are the circulation system off of which the majority of buildings take their access / address.
- The Secondary Circulation spines define a network of paths, providing circulation through the diverse spaces of the new Central Quad, as well as connecting individual buildings, pedestrian nodes and other points of interest on the campus.
- The master plan reflects development of pedestrian nodes or plazas at the naturally occurring and significant intersections along these spines. These nodes and plazas allow for placement of campus maps to assist in way finding and together with seating, opportunities for meeting friends and informal interaction...places to see and be seen.

The 2020 Master Plan recognizes the need to enhance access to the campus core from parking and more specifically from public transportation stops at the campus perimeter. The plan recommends:

- Extension of a primary pedestrian circulation spine north from the center of the evolving Campus Quad to an enhance public transportation stop at Adams Ave,
- Development of Campus Gateways or plazas where pedestrian spines terminate at parking area drop off zones. These plazas should reflect a consistent hardscape / landscape character and signage program to assist in way-finding and to signify pedestrian entry to the campus.
- Extension of landscaped pedestrian spines east from the campus core to public transportation stops at Fairview Rd.

-  Primary Circulation
-  Secondary Circulation
-  Pedestrian Plaza
-  Campus Quad



## PEDESTRIAN CIRCULATION AND OPEN SPACE

### OPEN SPACE / CENTRAL QUAD DESIGN CONCEPT

With the work completed under Measure C, continued construction of major buildings at the perimeter of the campus core, and the resulting removal of the existing single story buildings which populate the campus core today, a central "Campus Quad" reflecting the traditional of early American campuses evolves. This space is free for a wide variety of uses and future building programs while allowing for ease of visual orientation and way-finding.

This planning concept creates a flexible armature for development of a hierarchy of outdoor rooms and spaces defined and connected by pedestrian spines, landscape and other pedestrian amenities. To enhance the human scale of the space, and provide opportunities for intimate courts and plazas directly related to buildings, a number of existing buildings such as the Forum and a future Faculty House (current business building) are retained. A framework of landscaping and paths coupled, with amenities such as a central clock tower, street furniture, lighting, and signage will contribute to the pedestrian scale while significant turf areas can be retained. Other opportunities include an informal amphitheater supporting student and public gatherings; development of outdoor classrooms; a sculpture garden; or any number or variety of demonstration gardens.

### FOOD SERVICE

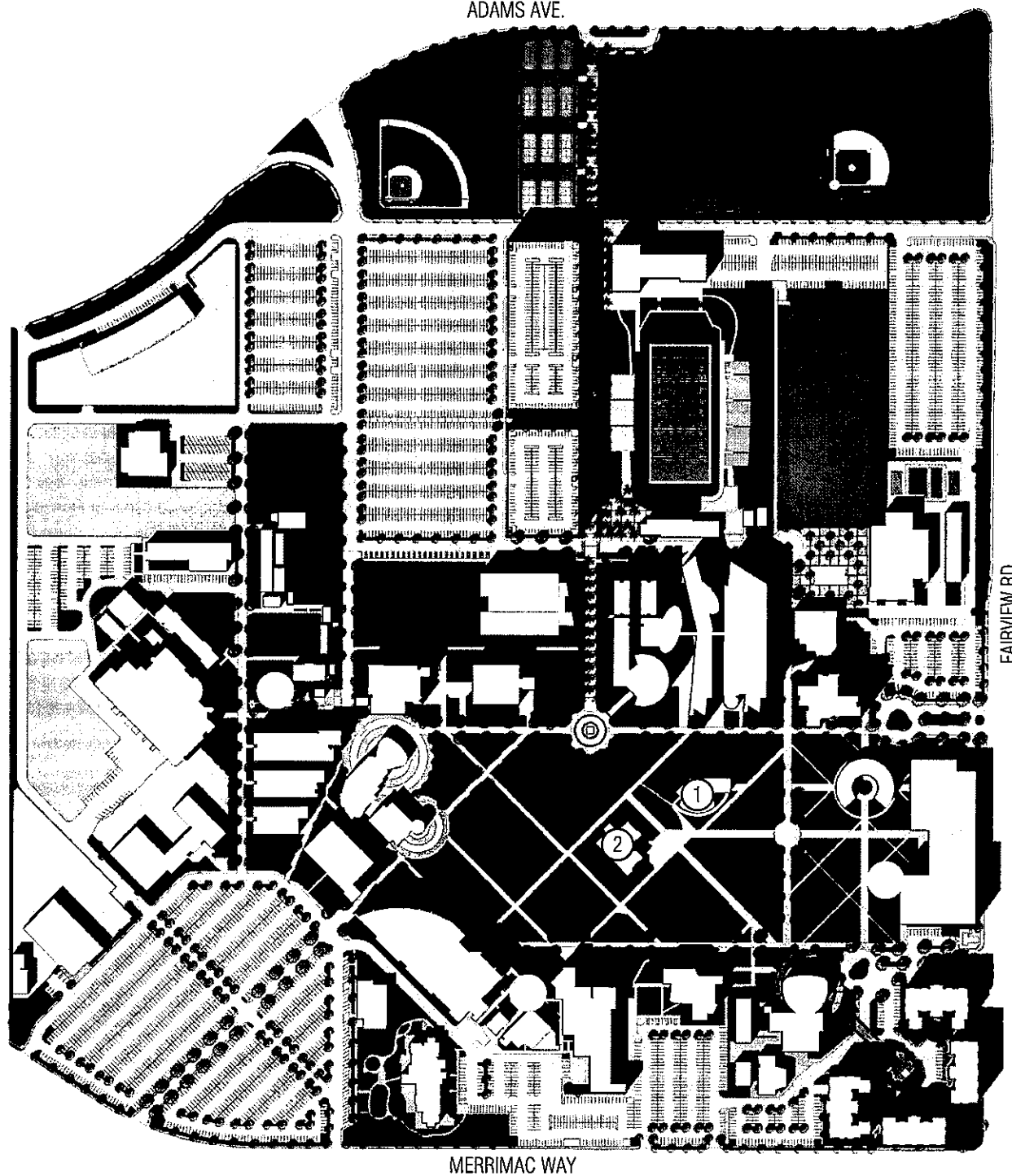
To enhance student life, the master plans suggests a third point of food service be developed at the western end of the campus near the intersection of the primary pedestrian spine extending west from the Student Services Building to the Technology Center, and the north / south spine extending from the Merrimac lot north along the eastern edge of a developing CTE zone. This food service opportunity will assist in connecting the western third of the campus with the academic core by creating a student hub/node supporting the sciences, CTE and horticulture zones of campus.



ADAMS AVE.

- Campus Quad
- Open Space
- Food Service

- ① Forum
- ② Faculty House



FAIRVIEW RD.

MERRIMAC WAY



## PROGRAM OF WORK

SCHEDULED CONSTRUCTION / RENOVATION – buildings currently in the state's COBP queue (FPP's or IPP's have been submitted) with some level of funding anticipated;

- ① Chemistry Building – expansion and renovation
- ② Business / Math / Computer Center – new construction
- ③ Language Arts / Social Sciences- new construction
- ④ Maritime Academy – off site new construction
- ⑤ Music Building – renovation

### PLANNED CONSTRUCTION –

- ⑥ Recycling Center – relocation and new construction. This facility will be developed by the Associated Student Body in collaboration with city of Costa Mesa and is intended to serve as an anchor to the proposed and evolving CTE / Entrepreneurial Zone.
- ⑦ Parking Structure / Campus Security – new construction of a 2100 stall multi-level parking structure. It is recommended the Campus Security Office be relocated from the Fairview lot and developed in conjunction with the proposed parking structure. This proposal places Campus Security in close proximity of the academic core, with direct access to the public way, and in a position to provide security of the Swap Meet and sporting events. This facility will require local funding. Parking fees should be considered as a means of retiring debt.
- ⑧ Multidisciplinary Building – new construction to support increased enrollment. State support will be pursued
- ⑨ Planetarium – this facility is intended to support the College curriculum as well serve K-12 students and the community. The project, spearheaded by the OCC Foundation, is expected to draw a significant number of visitors to the campus and is sited to allow for public access from the Merrimac Lot. Its placement is intended to enhance the Science Zone of the campus and anchor the west edge of the Campus Quad with a highly visible and iconic structure. The facility will be built with a variety of non-state funds.




- ⑩ Student Union / Bookstore / Culinary Arts/Student Success Center –new construction. This facility will define and anchor the eastern edge of the Campus Quad. The proposed location will allow the existing facilities to remain in operation during construction without the need and cost of swing space for this highly specialized facility. It is suggested this facility be planned in conjunction with the replacement or remodel of the Administrative Office and a possible mixed use housing/ retail development at the corner of Fairview and Merrimac Way. State support may be pursued for the Culinary Arts component of this facility.

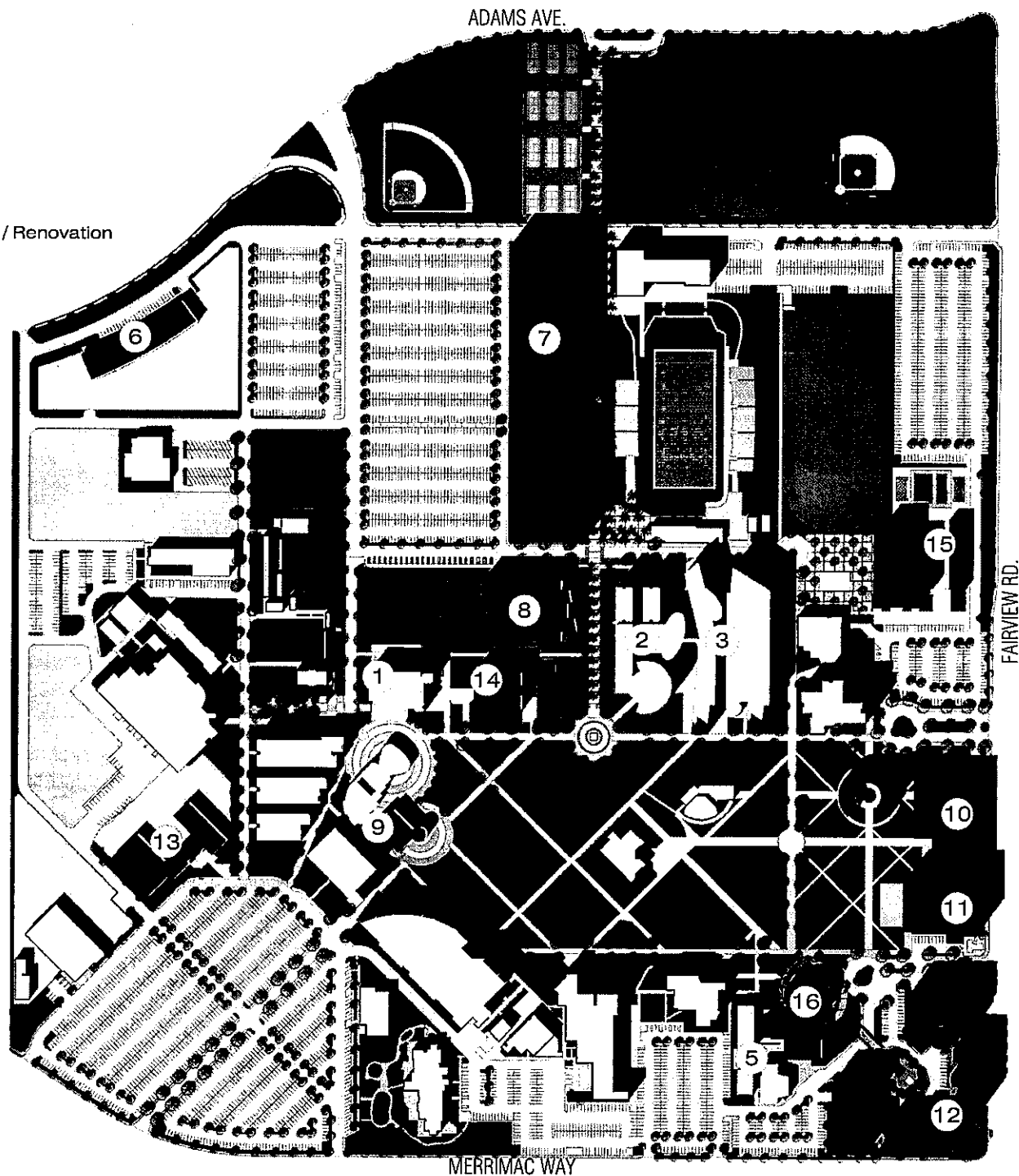
- ⑪ Administration Building – the Facilities Master Plan recommends this facility be planned and possibly integrated with the Student Union Facility. Consideration should be given, dependant on the sequence of funding / construction, to locating the administrative offices on the northern edged of the pad in close proximity with Student Services, the Pirate Way entry from Fairview and the adjacent short term parking

- ⑫ JV / Mixed Used Development – this project represents a public / private joint venture opportunity to provide housing and retail uses. The program and scope of the project will ultimately be dependant on its financial and political feasibility.

### PLANNED RENOVATION

- ⑬ Skills Center – Renovation to correct building deficiencies and support current instructional needs. State support will be pursued.
- ⑭ College Support Center – Renovation of the current Literature and Languages building (following construction and occupancy of the proposed Language Arts / Social Sciences Building) to provide centralized instructional support services.
- ⑮ Adaptive PE – Renovation of the existing Gymnasium and replacement of the current lockers, pool and weight room facilities to correct current deficiencies and support current instruction. It is recommended the design and construction of these facilities be completed in conjunction with the relocation of the tennis facilities, expansion of Lot G and extension of the recommended Campus Loop Road and landscaping parallel to Fairview Road.
- ⑯ Auditorium – Renovation to correct deficiencies and support current academic needs.

-  Scheduled Construction / Renovation
-  Planned Construction
-  Planned Renovation



## ENTREPRENEURIAL OPPORTUNITIES

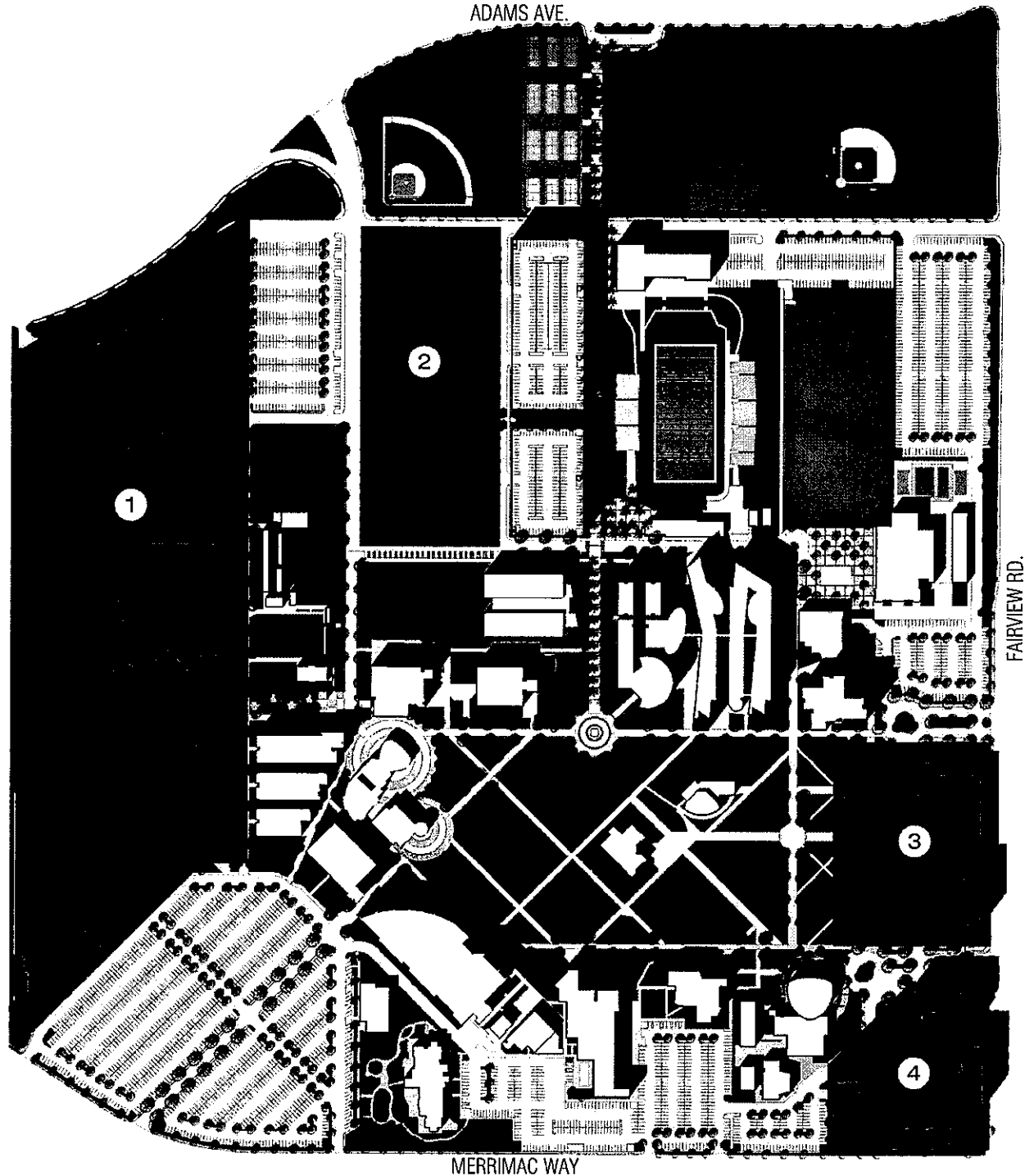
### ENTREPRENEURIAL OPPORTUNITIES

While potentially all facilities and programs can be considered as revenue generating opportunities, the zoning diagram identifies campus zones which currently support, or can be developed to support, revenue producing activities. Further development of these zones should consider public/public and public/private relationships and programs that create revenue and/or synergistically support the Campus' programmatic needs.

Actual development of these zones and individual programs and projects will be dependant on the economic viability of individual projects and obtaining entitlement support from governing local jurisdictions.

ADAMS AVE.

- ① CTE / Entrepreneurial Opportunities  
Recycling Center  
Other
- ② Swap Meet
- ③ Student Union  
Bookstore  
Food Service  
Conference Center  
Other
- ④ Mixed-Use  
Housing  
Retail



FAIRVIEW RD.

MERRIMAC WAY

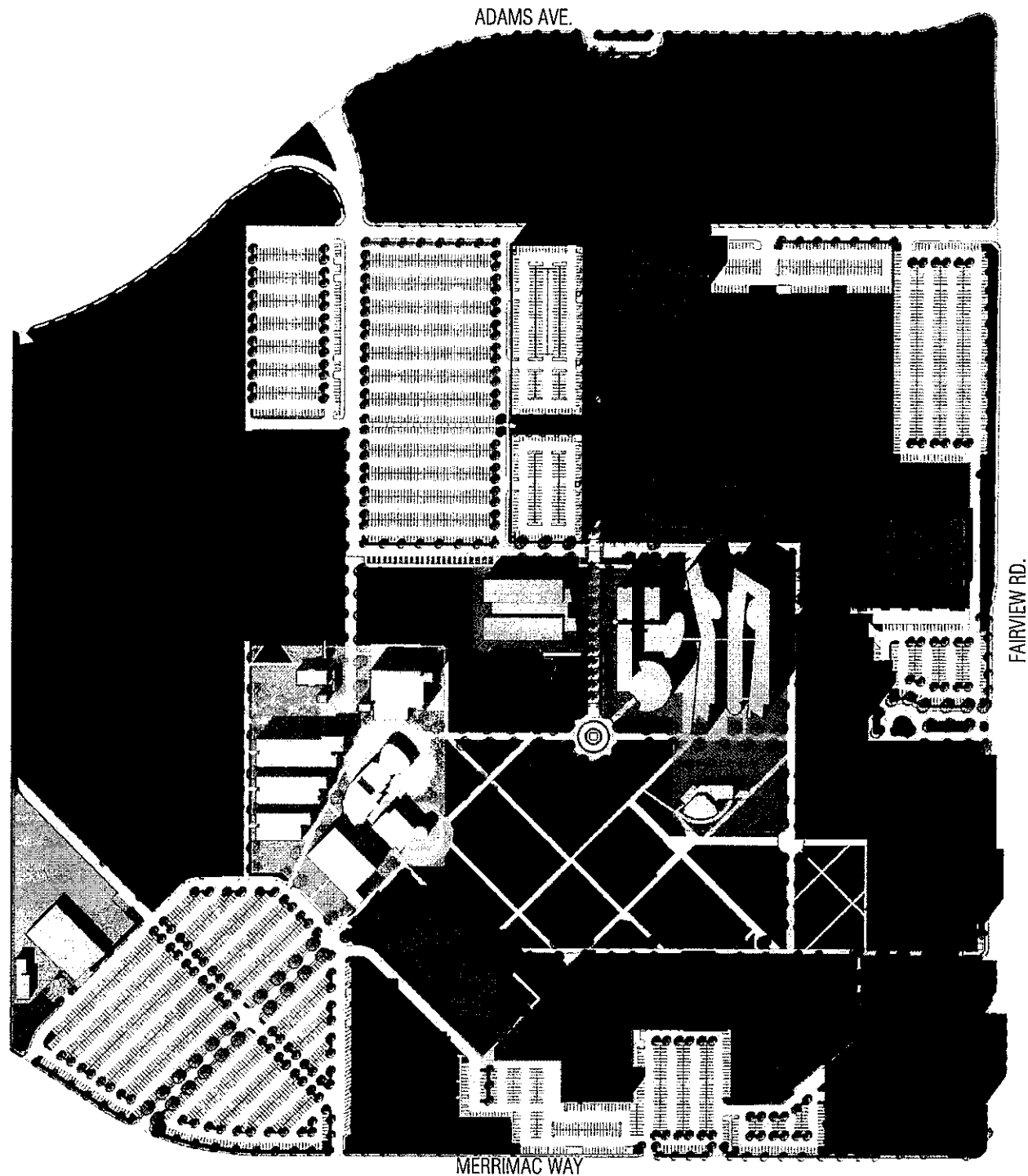


## CAMPUS ZONING

The Campus Zoning Diagram reflects a clear, logical organization of campus facilities and neighborhoods of common academic and/or student uses. This diagram is generally consistent with the 2005 Facilities Master Plan Zoning diagram. It reflects the evolving campus organization resulting from the location of existing facilities which will not undergo a significant change in use, and newly planned facilities and renovations.

Additionally, the diagram reflects a balance between the location of major parking facilities and the areas of highest student use / activity and the distribution of administrative, food service and student activity areas throughout the campus core.

- CTE
- Sports
- Sciences
- Academic / Interdisciplinary
- Student / Administration Services
- Utility / Maintenance
- Library
- Child Studies / Care Facilities
- Arts
- Housing / Retail Opportunities
- ▲ Food Service



FAIRVIEW RD.

ADAMS AVE.

MERRIMAC WAY

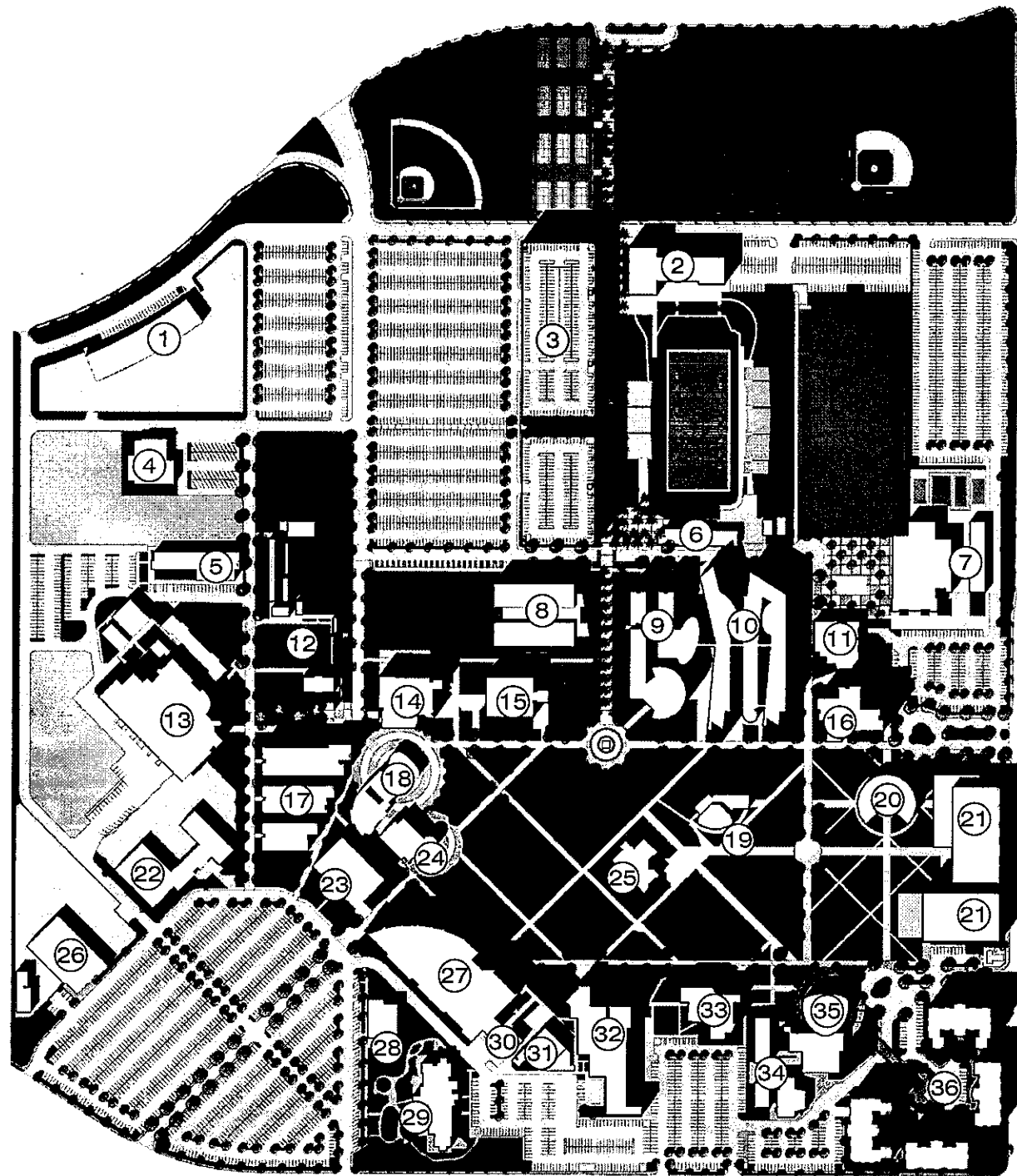


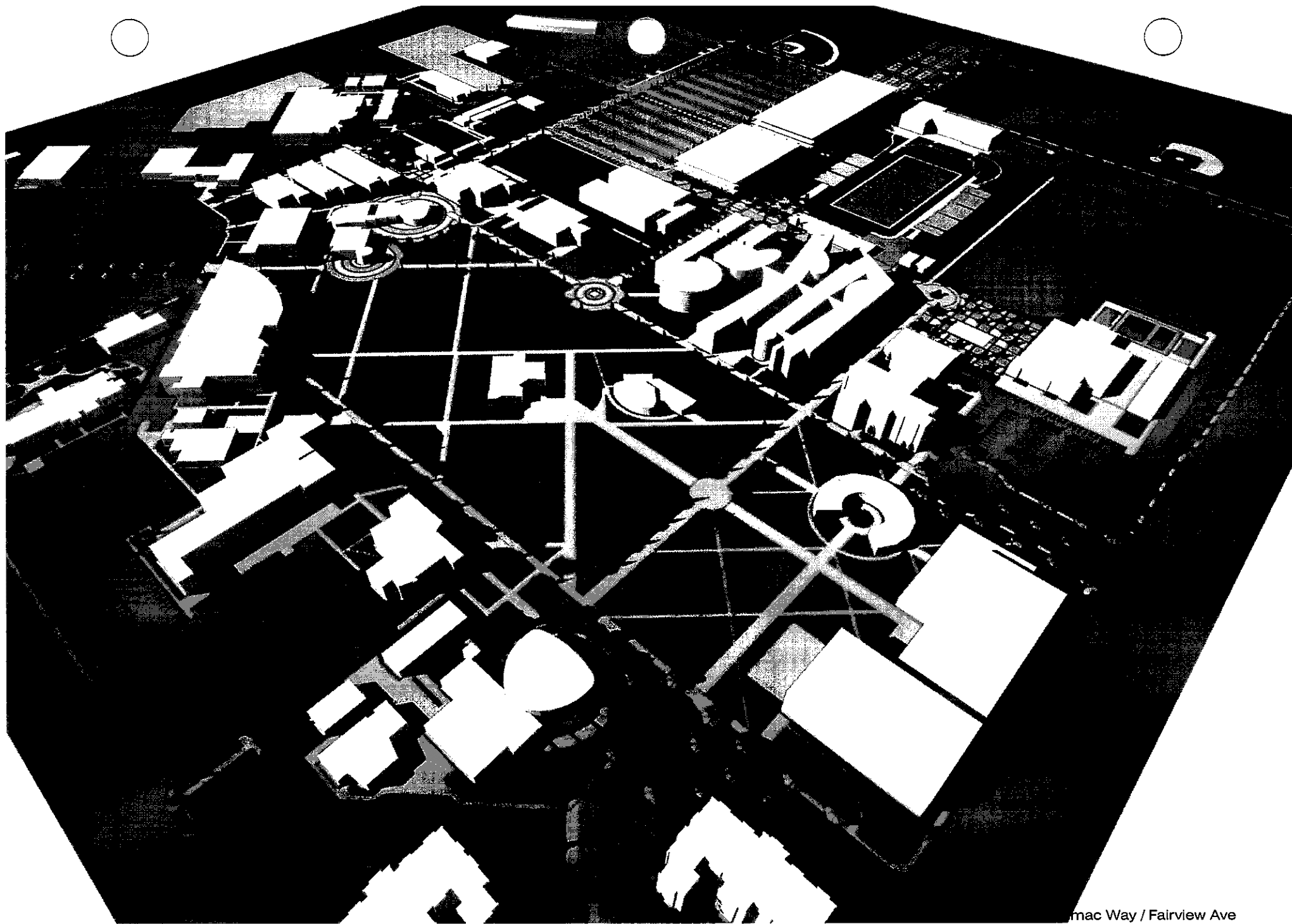
# VISION 2020 FACILITIES MASTER PLAN

## Orange Coast College: 2020

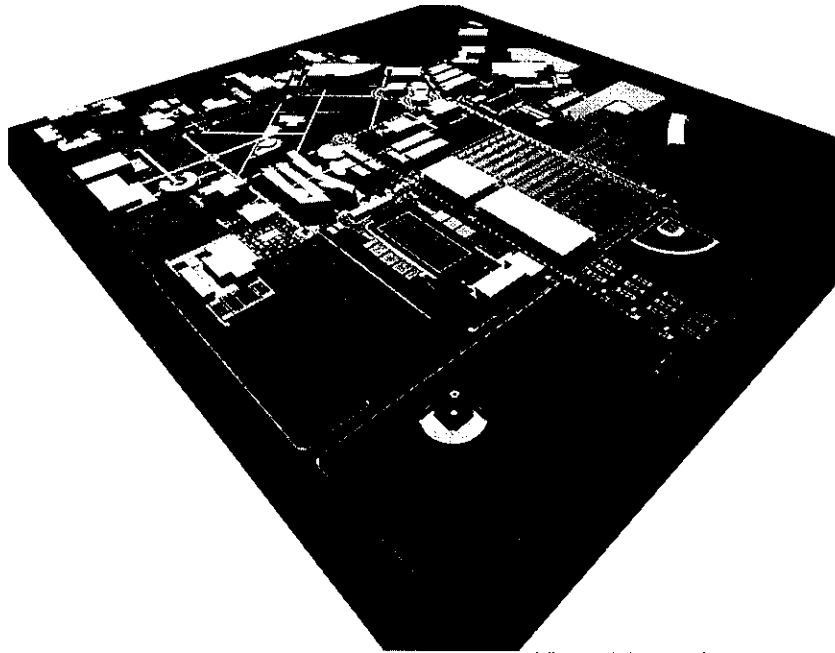
- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| ① Recycling Center                    | ②① Student Center / Administration  |
| ② Fitness Complex                     | ②② Skill Center                     |
| ③ Parking Structure                   | ②③ Lewis Center for Applied Science |
| ④ District Transportation             | ②④ Planetarium                      |
| ⑤ Information Technology              | ②⑤ Faculty House                    |
| ⑥ Field House                         | ②⑥ Maintenance & Operations         |
| ⑦ Gymnasium, Locker and Pool Complex  | ②⑦ Library                          |
| ⑧ Multidisciplinary Building          | ②⑧ Early Childhood Lab School       |
| ⑨ Business / Math / Computer Center   | ②⑨ Children's Center                |
| ⑩ Language Arts / Social Sciences     | ③⑩ Starbucks                        |
| ⑪ Student Health Center               | ③① Doyle Arts Pavilion              |
| ⑫ Horticulture Complex                | ③② Art Center                       |
| ⑬ Technology Center                   | ③③ Fine Arts                        |
| ⑭ Chemistry                           | ③④ Music                            |
| ⑮ College Support Center              | ③⑤ Moore Theater and Drama          |
| ⑯ Watson Hall / Student Services      | ③⑥ Mixed Use Housing and Retail     |
| ⑰ Allied Health and Consumer Sciences |                                     |
| ⑱ Math Science Lecture Facilities     |                                     |
| ⑲ Forum                               |                                     |
| ⑳ Conference Center                   |                                     |



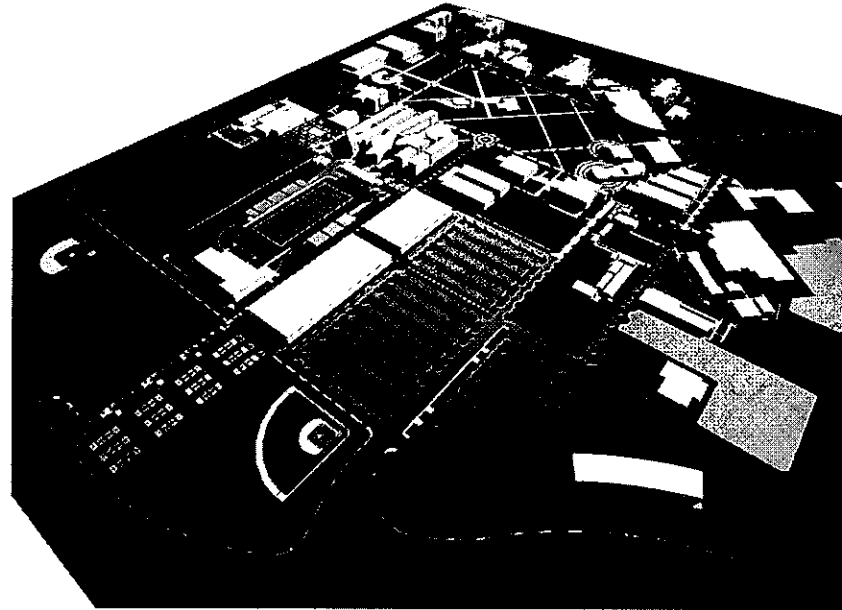




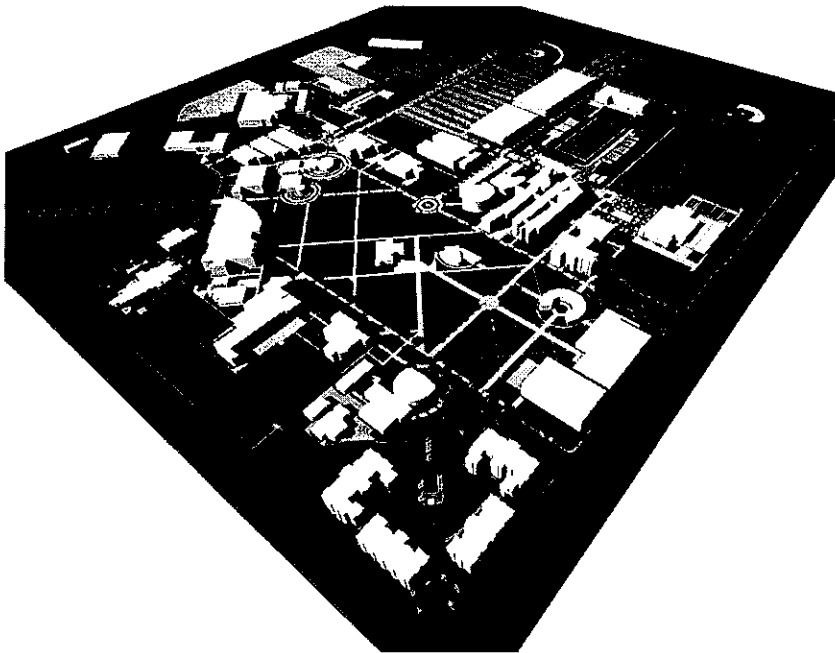
mac Way / Fairview Ave



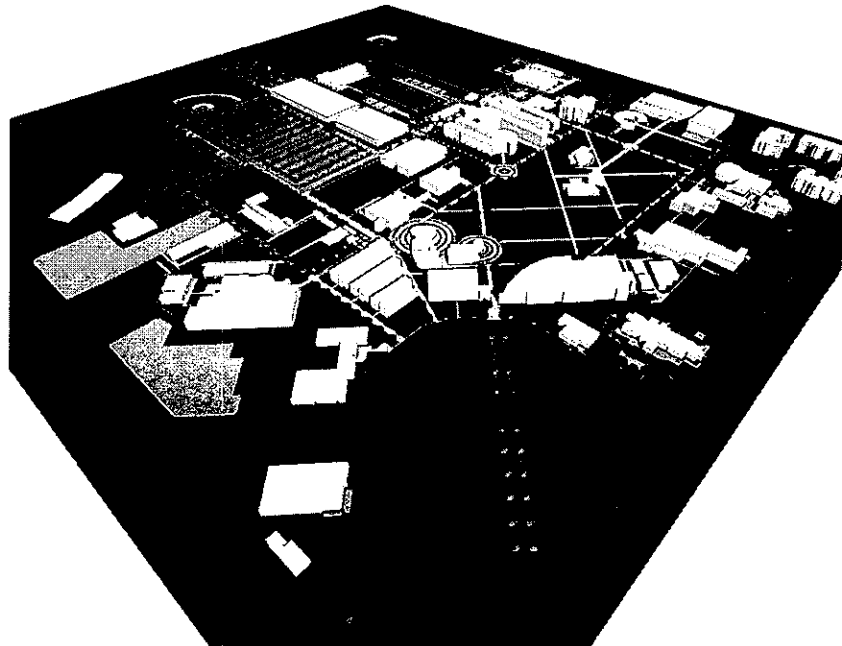
View: Fairview / Adams Ave



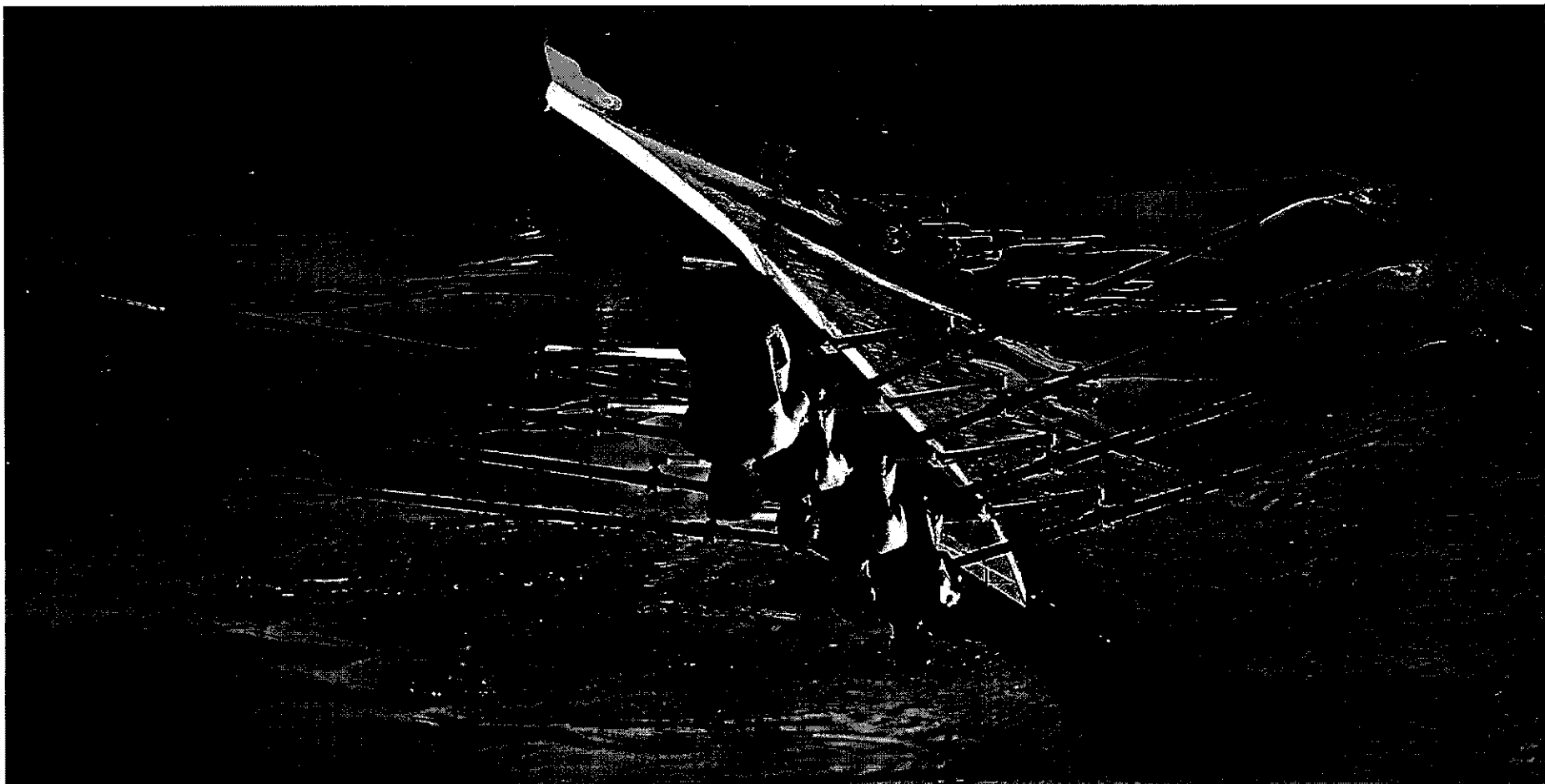
View: Adams Ave



View: Merrimac Way / Fairview Ave



View: Merrimac Way



## Orange Coast Project Sequence / Phasing Plan

Phase	Project	Project Description	Construction Start Date	Completion Date	Scope of Work	Estimated Construction Cost	Estimated Operating Cost
I	1	Music Bldg	2010/2011	2013/2014	Renovation	12,191	15,353
	2	Parking Structure-Public Safety	2011/2012	2014/2015	New Construction	NA	NA
	3	Business/Math/Computing Ctr	2012/2013	2015/2016	New Construction	52,042	75,080
	4	Student Union Complex	2013/2014	2016/2017	New Construction	72,500	103,571
					<b>TOTAL</b>	<b>136,733</b>	<b>194,004</b>
II	5	Language Arts/Social Sciences Bldg	2013/2014	2016/2017	New Construction	69,701	107,760
	6	Maritime Academy	2014/2015	2017/2018	New Construction	8,323	9,656
	7	Adaptive PE/Gym/Pool	2015/2016	2018/2019	New Construction	46,483	61,977
					<b>TOTAL</b>	<b>124,507</b>	<b>179,393</b>
III	8	Chemistry Bldg	2015/2016	2018/2019	Renovation	29,775	43,916
	9	College Support Center	2016/2017	2019/2020	Renovation	16,472	23,912
	10	Skill Centers Bldgs	2016/2017	2019/2020	Renovation	18,815	24,592
	11	Administration Bldg	2017/2018	2020/2021	Renovation	23,500	35,075
					<b>TOTAL</b>	<b>88,562</b>	<b>127,495</b>
<b>2020 Enterprise/JV Projects</b>							
TBD	1	Planetarium	TBD	TBD	New Construction	7,440	9,300
	2	JV/Mixed-Use Dev.	TBD	TBD	New Construction	TBD	TBD
	3	Recycling Enterprise	TBD	TBD	New Construction	TBD	TBD
					<b>TOTAL</b>	<b>357,242</b>	<b>510,192</b>

Source: Cambridge West Partnership/HPI Architects



Coast District

Coast District





# District Site

The District site is located at the 1370 Adams Ave. in the City of Costa Mesa. The approximately 14.7 acre site is located on the north side of Adams Street and is bisected by Pinecreek Road, with approximately 1 acre located northeast to the Pinecreek / Adams intersection. The balance of the site (approximately 13.7 acres) occupies the northwest corner of the intersection. Medium density residential development borders the northern edge of the site. Southeast of the site across Adams Avenue is the northern boundary of Orange Coast College. Commercial uses abut the western property line.

The site was developed under Measure C to provide District Offices and Board facilities totaling approximately 58,000 gsf. The western most 4 acres of the site are leased to Connell Chevrolet for overflow surface parking. This site supports Connell's operations directly west of and fronting on Harbor Blvd. An approximately 4 acre (3.7) portion of the site is undeveloped.

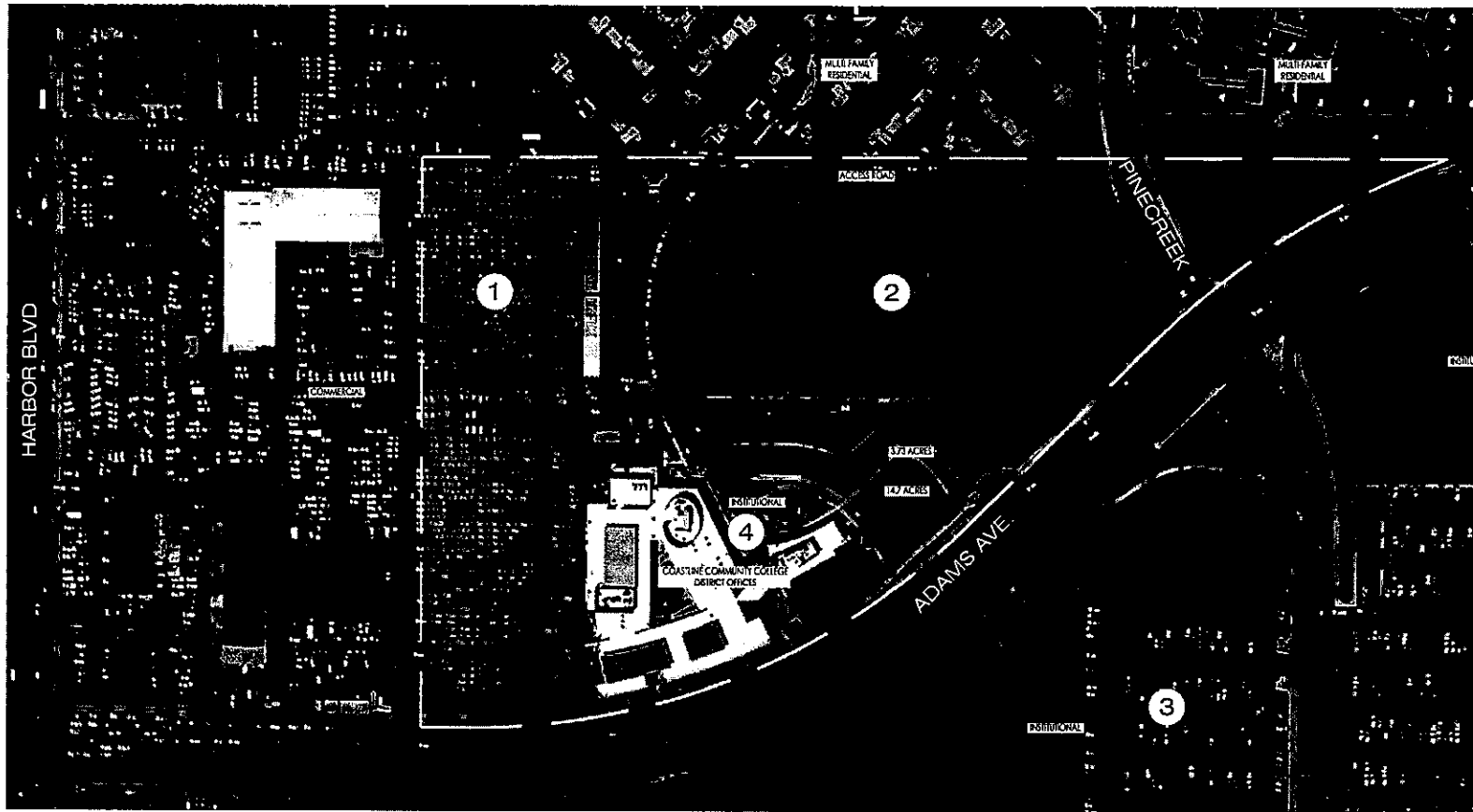
The City of Costa Mesa General Plan designates the District site as Public/Institutional. The primary zoning designation is Institutional and Recreational (I&R), however the portion of the site currently occupied by Connell Chevrolet is zoned Limited Commercial (CL)

Based on review of the City of Costa Mesa's planning documents, permitted uses in the I&R zone are limited to Residential Care Facilities, Family Day Care, Churches, Convalescent/Nursing Facilities, Libraries, Parks and Playgrounds. Permitted uses in the CL zone are more restrictive. Conditional uses (those requiring a Conditional Use Permit) in the I&R zone include Day Care / Nursery School Facilities and Civic and Community Clubs.

Based on the published floor area ratio (.25 FAR) for the P&I zone, the allowable building area for the entire 14.7 acre site is approximately 160,000 gsf. The District facilities occupy approximately 58,000 gsf, leaving a balance of approximately 132,000 gsf for future development.

Previous uses considered on the currently undeveloped 3.7 acre portion of the site included private development and operation of a senior living facility consisting of both assisted and independent living. The assisted living was considered by the City to be a permitted use. The independent living portion of the development, based on operational characteristics, was considered a congregate care facility requiring a conditional use permit.

While it may be argued that student and or faculty housing directly related to the College's are institutional uses, this remains to be confirmed. General residential uses are clearly not permitted by right and would require a zone change and most likely a general plan amendment.



- ① Connell Chevrolet (4.0 Acres)
- ② Residential / Other Development (3.7 Acres)
- ③ Orange Coast College
- ④ District Office



One Vision



# One Vision

## THE VIEW FROM THE DISTRICT

The Facilities Master Plan is brought into a unified perspective through the District-wide vision. This vision is a reflection of the collective thinking of the three colleges. It remains committed to the established priorities – meeting the needs of students through a comprehensive program of instruction that is facilitated by modern, technology-supported facilities. It targets the year 2020, but provides a glimpse of what the District and its colleges will look like into its next 50-year phase of existence.

The vision incorporates the strategic themes of the District's *Educational Master Plan*, with facilities that support Science, Technology, Engineering and Mathematics (STEM), Basic Skills, Career and Technical Education, global/international education and diversity. It also supports the strategies for implementation, particularly those of partnerships, sustainability, and student success.

The District's vision for the future is based in the reality of conditions that exist at the colleges and key factors that will determine the ability to move forward in the development process. Paramount among these will be the following:

1. Increased Enrollment and Weekly Student Contact Hours: The colleges of the District will be successful in increasing enrollments and in expanding their respective student bodies. Weekly student contact hours (WSCH) per enrollment will remain healthy.
2. Growth: The District will grow, albeit more slowly than it has over the past 50 years. Based on the factors weighed, the District will see an annual average rate of growth of 1.17% for unduplicated student enrollments through the year 2020. The growth for District WSCH is projected to be 1.78% on an annual average. Projected to the year 2020, District WSCH, for a given semester, is forecast to reach 702,574. For comparison, the 2009 Fall Semester (starting point) WSCH was 587,584.
3. Ability to Compete in the Marketplace: The colleges have shown that they can be very competitive in an Orange County marketplace that offers many options for post-secondary education. As a result, the District's effective service area will expand incrementally over the next ten years. The colleges will continue to attract an increasing number of out-of-District students for the future. Combined, these factors will overcome the effects of slower annual population growth and declining high school graduation rates in Orange County. These favorable projections are linked to the strong programs of instruction at the colleges.

4. Ample Land/Aging Physical Resources: The District's property base of approximately 320 acres will be sufficient to support the programs of instruction and support services of the future. However, a good portion of the current 1.3 million usable square feet of building space is more than 50 years old. Many buildings have already exceeded their intended life-span. Additionally, supporting infrastructure, in many cases, will need to be upgraded or replaced. While the highly successful Measure C Building/Facilities Program addressed some of the issues, there is still a considerable amount of work that remains.
5. Additional Space Needs: Based on Title 5 Standards and current state guidelines, the District will have a need for new growth space through year 2020. Space qualifications based on these standards and guidelines indicate minimum space needs of 238,000 assignable square feet (ASF) beyond the District's existing space inventory.
6. Funding Support: It will be imperative for the District to attract outside funding sources as well as to provide local funding.
  - a) Passage of Statewide Bonds for Capital Construction: The District's ability to finance growth space and to replace and/or upgrade existing facilities and infrastructure will be largely dependent on the state's Capital Outlay Budget Program. Passage of a statewide bond in 2012 will provide the starting point for the District. Subsequent statewide bonds for capital construction will ensure actualization of the vision.
  - b) Passage of a Local Bond: The District will need to consider either passage of a new general obligation bond or an extension of the current bond program. The District's vision for the future will be dependent on a source of local financing for its capital construction program - funds that can be used as matching money for state projects, for retiring interim capital construction debt, for funding projects that the state will not finance, and for executing the Plan over the next ten years.
7. Continued Improvement of the Economy: Growth, as related to student enrollments and weekly student contact hours, was predicated on a slow but steady recovery of the national and state economies. It was assumed that recovery will occur over time and that the nation and state will not relapse into another great economic recession over the next 10 years.
8. Connection with the Community: The insular orientation that has characterized the campuses of the District will need to give way to increased community connectivity, i.e. where the colleges become more directly related to and integrated with the surrounding areas that are served. This will mean planning campuses that are more user-friendly, welcoming and open to the community. This will be a most important component in bringing the vision to life over the next ten year period.



## DISTRICT-WIDE PRIORITIES

In addition to the priorities articulated at each college, the single, unified vision for the future incorporates the following District-wide priorities.

1. Student Success and Learning Resource Facilities: The primary goal of the District is to ensure that students are succeeding in their academic endeavors. To this end, the colleges of the District will need to be prepared with centers for success and learning resource assistance, particularly where these resources are in short supply. The Facilities Master Plan will support this goal by providing opportunities for extended learning.
2. Accommodating an Evolving Career Technical Education Program: Career Technical Education is projected to undergo changes over the next several years. This will most likely manifest curricular offerings that are oriented to the environment, energy, the medical field, and biotechnology. While the colleges of the District have not yet defined curriculum in this direction, there needs to be room to grow, sites identified, and facility support defined for these programs.
3. District-wide Energy Plan: The long-range plan of the District will need to continue the work that was accomplished under the Measure C Bond Program with regard to conservation measures and system upgrades that lead to cost reductions for energy. New construction and renovation should include state-of-the-art upgrades that will facilitate this objective.
4. Sustainability: The concept of creating a sustainable environment through the design and construction of buildings, landscape and site amenities will be a District-wide priority for the future.
5. Alternative Land Uses: Land that is currently being underutilized or that is not needed to support the future academic mission of the colleges or the District should be identified as part of the long-range plan. Consideration should be given as to how this land might be used productively to the benefit of the District.
6. Student Housing and International Education: While these two components may be addressed separately, they maybe also be considered together. Student housing in conjunction with international education would support the District's strategic themes of global education and diversity. Student housing could also be used to support athletes and other full-time students who live out of the area but select the Coast Colleges as their choice for education.

7. Private and Public Joint-Venture Partnerships: With dwindling financial resources, the District will need to investigate new sources of revenue. These revenue sources may be used to augment annual budgets or meet debt service for capital construction projects. They are most likely to be found in shared partnerships that are mutually beneficial for the District and the private or public partner.
8. Technology Infrastructure: The combination of ever changing technology and the widespread availability of information through a multitude of hardware devices will create an opportunity for the future. The means by which information is transmitted has changed tremendously in the past 10 years. It is expected to change substantially in the next 10 years. Having sufficient technology infrastructure in place will be a critical component for remaining competitive in the educational marketplace.
9. "Total Cost of Ownership": Recognition of post construction maintenance and upkeep is sometimes the forgotten component in the capital construction program. The long-range vision for the District should address each new construction or renovation project with the understanding that upkeep and maintenance will be a high priority item and recognized as an added expense to the budget. The care of buildings will extend their lifespan and usefulness; the care of the landscape and site amenities will be extremely important to the long-term perceptions about the District and its colleges.
10. Conformity with State's Capital Outlay Program: The long-range plan for development of the campuses should be based on leveraging local money with money from the state. This will require that the capacity-to-load ratios, which are used to measure funding worthiness, are maintained in a healthy manner and that facility development and utilization is in conformance with state standards and guidelines.
11. Unmet Infrastructure Upgrades/Replacement: While the Measure C Bond program provided significant financial support for addressing old and failing infrastructure, there is still work to be completed District-wide. The long-range vision should set remaining infrastructure upgrades as a high priority.

## DISTRICT-WIDE PROGRAM OF WORK

A program of work was developed for each of the three colleges. It was elaborated upon in the preceding section entitled *Program Of Work*. In this perspective, the District captures these projects collectively by functional relationship to the Plan – i.e. whether a given project is academic, support-related, entrepreneurial, or part of the amenities support component in nature. A unified view of the District's 2020 program of work is captured in the graphic at right.

# THE 2020 DISTRICT-WIDE PROGRAM OF WORK

PRIORITY ACADEMIC PROJECTS	PRIORITY SUPPORT PROJECTS	JOINT VENTURE ENTREPRENEURIAL PROJECTS	CORE SITE AMENITIES AND SUPPORT
<b>Coastline</b>	<b>Coastline</b>	<b>Coastline</b>	<b>All Projects</b>
<ol style="list-style-type: none"> <li>1 Newport Beach Learning Center</li> <li>2 Le-Jao LRC/Student Study Area</li> <li>3 Garden Grove-Support Center/LRC</li> <li>4 Garden Grove-Classroom Reuse</li> </ol>	<ol style="list-style-type: none"> <li>1 College Center - Student Support</li> <li>2 Le-Jao Land Acquisition</li> <li>3 Newport Beach Land Acquisition</li> </ol>	<ol style="list-style-type: none"> <li>1 Multi-College Success Center</li> </ol>	<ol style="list-style-type: none"> <li>1 Infrastructure-Primary</li> <li>2 Infrastructure-Secondary</li> <li>3 Parking Improvements</li> <li>4 Circulation and Access</li> </ol>
<b>Golden West</b>	<b>Golden West</b>	<b>Golden West</b>	
<ol style="list-style-type: none"> <li>1 Design Tech</li> <li>2 Science/Math Bldg</li> <li>3 Criminal Justice Training Center</li> <li>4 Language Arts Complex</li> <li>5 Cosmetology</li> <li>6 Technology Bldg</li> <li>7 Business and Social Science Bldg</li> </ol>	<ol style="list-style-type: none"> <li>1 Student Services/Student Act Center</li> <li>2 Community Center</li> <li>3 Outdoor Labs/Rehabilitation Center Reuse</li> <li>4 Campus Safety/Weekend Operations</li> <li>5 Central Warehouse</li> </ol>	<ol style="list-style-type: none"> <li>1 Sports Complex</li> <li>2 Student Housing</li> <li>3 Mixed-use Development</li> </ol>	<ol style="list-style-type: none"> <li>5 Campus Improvements</li> <li>6 Demolition</li> <li>7 Provisions for Swing Space</li> <li>8 Renovation/Existing Bldgs</li> <li>9 Equipment/Furnishing NOC</li> <li>10 Contingency</li> <li>11 Construction Management</li> </ol>
<b>Orange Coast</b>	<b>Orange Coast</b>	<b>Orange Coast</b>	
<ol style="list-style-type: none"> <li>1 Music Bldg</li> <li>2 Business, Math, Computing Center</li> <li>3 Language Arts &amp; Social Science Bldg</li> <li>4 Chemistry Bldg</li> <li>5 Maritime Academy</li> <li>6 Skills Center BLDG</li> </ol>	<ol style="list-style-type: none"> <li>1 Parking Structure/Public Safety Facility</li> <li>2 Student Union Complex</li> <li>3 Adaptive Phys Ed/Pool &amp; Gym</li> <li>4 College Support Center</li> <li>5 Administration Bldg</li> </ol>	<ol style="list-style-type: none"> <li>1 Planetarium</li> <li>2 Student Housing/Mixed Use Dev</li> <li>3 Recycling Enterprise</li> </ol>	
<b>Coast District</b>	<b>Coast District</b>	<b>Coast District</b>	<b>Coast District</b>
		<ol style="list-style-type: none"> <li>1 Residential / Other Housing</li> </ol>	

Source: Colleges of the District, Cambridge West Partnership/HPI Architects

## THE DISTRICT'S 2020 PROJECT SEQUENCING SCHEDULE

Project sequencing at the college level was initially guided by prescribed criteria and finally by approval of the governing committees at the colleges. The criteria included the following: The project 1) resolved immediate health and safety concern; 2) addressed past long-standing, unmet academic space needs; 3) was considered "lynchpin" in nature (i.e. project was crucial to facilitating/supporting projects that would follow); 4) had the ability

to qualify for state funding; 5) would have a positive (or negative) impact on the campus in relationship to the sequencing of other projects; 6) would resolve a future problem relating to access/compliance/code; and 7) would resolve future growth needs for academic and support services areas. Projects from each of the colleges were assembled into larger groups to provide a District hierarchy and vision.

### DISTRICT SEQUENCING SCHEDULE 2011 TO 2015

	Location	Project	1st Funding	Construction Start	Occupancy Date	Scope of Work	Square Footage Useable	Gross
Group I	CCC	Newport Beach Learning Center	2010/2011	2011/2012	2013/2014	New Construction	46,406	69,263
	OCC	Music Bldg	2010/2011	2011/2012	2013/2014	Renovation	12,191	15,353
	GWC	Design Tech	2011/2012	2012/2013	2013/2014	Renovation	5,000	6,667
	GWC	Student Services/Student Activities Ctr	2011/2012	2012/2013	2014/2015	Renovation	44,353	58,991
	OCC	Parking Structure/Public Safety	2011/2012	2012/2013	2014/2015	New Construction	NA	NA
	GWC	Science/Math Bldg	2012/2013	2013/2014	2015/2016	New Construction	74,236	110,990
	OCC	Business/Math/Computing Center	2012/2013	2013/2014	2015/2016	New Construction	52,042	75,080
	OCC	Student Union Complex	2013/2014	2014/2015	2016/2017	New Construction	72,500	103,571
	GWC	Criminal Justice Training Center	2013/2014	2014/2015	2016/2017	New Construction	25,924	38,465
Group II	OCC	Language Arts and Social Science Bldg	2013/2014	2014/2015	2016/2017	New Construction	69,701	107,760
	CCC	Le-Jao LRC/Student Support Ctr	2014/2015	2015/2016	2017/2018	New Constr/Exp	1,710	2,138
	GWC	Cosmetology Bldg	2014/2015	2015/2016	2017/2018	New Construction	19,500	26,713
	GWC	Language Arts Complex	2014/2015	2015/2016	2017/2018	New Construction	43,935	67,807
	OCC	Maritime Academy	2014/2015	2015/2016	2017/2018	New Construction	8,323	9,656
	CCC	Le-Jao Land Acquisition	2015/2016	NA	NA	Acquisition	NA	NA
	CCC	Newport Beach LRC/Student Support	2015/2016	2016/2017	2018/2019	Renovation/Exp	2,400	3,529
	GWC	Campus Security/Weekend Operations	2015/2016	2016/2017	2017/2018	New Construction	2,400	2,880
	GWC	Outdoor Labs	2015/2016	2016/2017	2017/2018	Reno/Reconstruction	NA	NA
	GWC	Training/Rehabilitation Center	2015/2016	2016/2017	2017/2018	Renovation	3,018	4,418
	OCC	Adaptive PE/Gym/Pool	2015/2016	2016/2017	2018/2019	New Constr/Reno	46,483	61,977

Source: Cambridge West Partnership/HPI Architects

## DISTRICT SEQUENCING SCHEDULE 2015 TO 2020

	Location	Project	1st Funding	Construction Start	Occupy Date	Scope of Work	Square Footage	
							Useable	Gross
Group III	GWC	Technology Bldg	2015/2016	2016/2017	2018/2019	Renovation	24,110	25,773
	OCC	Chemistry Bldg	2015/2016	2016/2017	2018/2019	Renovation/Expan	29,775	43,916
	CCC	Garden Grove - Classroom Reuse	2016/2017	2017//2018	2019/2020	Renovation	3,600	5,538
	CCC	Garden Grove - Success Center/LRC	2016/2017	2017//2018	2019/2020	Renovation	4,800	7,385
	GWC	Community Center	2016/2017	2017//2018	2019/2020	Renovation/Expand	6,745	8,240
	GWC	Business and Social Science Bldg	2016/2017	2017//2018	2019/2020	New Construction	66,270	101,954
	OCC	College Support Ctr	2016/2017	2017//2018	2019/2020	Renovation	16,472	23,912
	OCC	Skill Centers Bldgs	2016/2017	2017//2018	2019/2020	Renovation	18,815	24,592
	CCC	College Center-Student Support	2017/2018	2018/2019	2020/2021	Renovation	19,854	28,363
	CCC	Newport Beach Land Acquisition	2017/2018	NA	NA	Acquisition	NA	NA
	GWC	Central Warehouse/Corporation Yard	2017/2018	2018/2019	2020/2021	Renovation/Expand	26,794	31,522
	OCC	Administration Bldg	2017/2018	2018/2019	2020/2021	New Construction	23,500	35,075
Joint Venture & Entrepreneurial Opportunities								
	CCC	Multi-College Success Ctr.	TBD	TBD	TBD	New Construction	4,000	6,154
	GWC	Student Housing	TBD	TBD	TBD	New Construction	TBD	TBD
	GWC	Mix-Use Development	TBD	TBD	TBD	New Construction	TBD	TBD
	GWC	Sports Complex	TBD	TBD	TBD	New Construction	TBD	TBD
	OCC	Planetarium	TBD	TBD	TBD	New Construction	7,440	9,300
	OCC	JV/Mixed-Use Dev.	TBD	TBD	TBD	New Construction	TBD	TBD
	OCC	Recycling Enterprise	TBD	TBD	TBD	New Construction	TBD	TBD
	District	Senior Housing	TBD	TBD	TBD	New Construction	TBD	TBD

Source: Cambridge West Partnership/HPI Architects

## VISION 2020 COST FOR IMPLEMENTATION

Costs for implementation of the District's collective program of work through year 2020 were determined solely on the requirements for growth space at each location. The colleges with the greatest future needs for space were Orange Coast and Golden West. Consequently, the cost for implementation at these colleges was higher. Alternately, Coastline Community College required a smaller cost to implement, as it was projected to have an excess of space through the year 2020 and a program of work that focused on converting existing space for higher/greater utilization.

The total (gross) cost to implement the Facilities Master Plan was projected at \$661.6 million. Orange Coast College carried the highest cost to implement at \$319 million. It was followed by Golden West College at \$285.6 million. The cost to implement the program of work at Coastline was projected at approximately \$60 million.

It should be noted that the program of work identifies several projects as "to be determined" (TBD). These projects (☛) are joint venture and entrepreneurial opportunities that are not yet fully defined. They appear in the program of work at each location without a starting date, without definitive square footage, and without a determined cost. In all cases, these projects will be developed only when a willing partner is identified and/or an entrepreneurial activity is pursued.

There is also a line item for "core amenities support" (■). This reflects the costs associated with non-building amenities, such as infrastructure, parking and vehicular circulation, pedestrian circulation and access, campus improvements, demolition, swing space requirements, furnishings and equipment, and construction management.

To provide a District perspective, projects were aggregated by location. Each project was weighed as to the scope of work to be completed. The costs to implement for each location were derived accordingly. All costs are in present-day values. They may escalate either upwards or downwards at the time of implementation.

A breakdown by project, by location is provided in the tables that follow.

# COST TO IMPLEMENT VISION 2020 FACILITIES MASTER PLAN

Project	Scope of Work	Square Footage		Cost	
		Useable	Gross		
Coastline					
1	Newport Beach Learning Center	New Construction	46,406	69,263	\$20,000,000
2	Le-Jao LRC/Student Support Ctr	New Constr/Exp	1,710	2,138	\$1,024,000
3	Le-Jao Land Acquisition	Acquisition	NA	NA	\$4,862,500
4	Newport Beach LRC/Student Support	Renovation/Exp	2,400	3,529	\$1,021,140
5	Garden Grove - Classroom Reuse	Renovation	3,600	5,538	\$1,912,464
6	Garden Grove - Success Center/LRC	Renovation	4,800	7,385	\$2,259,180
7	College Center-Student Support	Renovation	19,854	28,363	\$8,341,211
8	Newport Beach Land Acquisition	Acquisition	NA	NA	\$3,320,000
🕒	Multi-College Success Ctr.	New Construction	4,000	6,154	TBD
■	Core Amenities Support				\$9,199,272
				sub total	\$56,989,768
Golden West					
1	Design Tech	Renovation	5,000	6,667	\$1,836,000
2	Student Services/Student Activities Ctr	Renovation	44,353	58,991	\$20,126,073
3	Science/Math Bldg	New Construction	74,236	110,990	\$73,940,296
4	Criminal Justice Training Center	New Construction	25,924	38,465	\$16,806,825
5	Cosmetology Bldg	New Construction	19,500	26,713	\$15,760,875
6	Lang Arts Complex	New Construction	43,935	67,807	\$30,873,632
7	Campus Security/Weekend Operations	New Construction	2,400	2,880	\$1,495,728
8	Outdoor Labs	Reno/Reconstruction	NA	NA	\$4,950,000
8a	Training/Rehabilitation Center	Renovation	3,018	4,418	\$980,536
9	Technology Bldg	Renovation	24,110	25,773	\$13,187,567
10	Community Center	Renovation/Expand	6,745	8,240	\$4,184,547
11	Business and Social Science Bldg	New Construction	66,270	101,954	\$44,776,982
12	Central Warehouse/Corporation Yard	Renovation/Expand	26,794	31,522	\$4,532,038
🕒	Student Housing	New Construction	TBD	TBD	TBD
🕒	Mix-Use Development	New Construction	TBD	TBD	TBD
🕒	Sports Complex	New Construction	TBD	TBD	TBD
■	Core Amenities Support				\$52,207,304
				sub total	\$285,657,403

Source: Cambridge West Partnership/HPI Architects projections. Note: All costs are in current-day values

Project	Scope of Work	Square Footage		Cost
		Useable	Gross	
Orange Coast				
1 Music Bldg	Renovation	12,191	15,353	\$7,717,671
2 Parking Structure/Public Safety	New Construction	NA	NA	\$29,400,000
3 Business/Math/Computing Center	New Construction	52,042	75,080	\$35,932,079
4 Student Union Complex	New Construction	72,500	103,571	\$46,602,674
5 Language Arts/Social Science Bldg	New Construction	69,701	107,760	\$42,722,770
6 Maritime Academy	New Construction	8,323	9,656	\$3,165,632
7 Adaptive PE/Gym/Pool	New Constr/Reno	46,483	61,977	\$22,423,835
8 Chemistry Bldg	Renovation/Expan	29,775	43,916	\$20,104,512
9 College Support Center	Renovation	16,472	23,912	\$5,651,016
10 Skill Centers Bldgs	Renovation	18,815	24,592	\$3,836,735
11 Administration Bldg	New Construction	23,500	35,075	\$14,416,173
🕒 Planetarium	New Construction	7,440	9,300	\$9,600,000
🕒 JV/Mixed-Use Dev.	New Construction	TBD	TBD	TBD
🕒 Recycling Enterprise	New Construction	TBD	TBD	\$1,972,000
■ Core Amenities Support				\$55,249,619
			sub total	\$319,015,771
District				
🕒 Senior Housing	New Construction	TBD	TBD	TBD
			TOTAL	\$661,612,942

Source: Cambridge West Partnership/HPI Architects projections. Note: All costs are in current-day values



## THE PLAN FOR REVENUE RESOURCING

The plan for finding outside (the District) financial support to augment local funding is based in two primary sources: 1) The state's Capital Outlay Budget Program (COBP); and 2) Joint Venture and Entrepreneurial Activities.

The COBP represents the best possibilities for long-term, large-scale financing support for the District's capital construction program. Along with local bond financing, it is the largest source for revenue resourcing that is available to community colleges.

Like most state or federal programs, the COBP comes with caveats and requirements. Projects must pass the review of the State Chancellor's Office for compliancy with capacity-load ratios. Projects must also compete with other colleges throughout the state for funding – all projects are evaluated on a point system. Finally, projects funded through this program must have matching local funds. Matching funds can be anywhere between 0% and 50%, depending on the strength of the project.

The District has used the COBP mechanism successfully in the past. The Consumer and Science Laboratory Building is the most recent example. Currently, the District has two projects in the state funding queue that are approved and awaiting funding support. The program is viable. It represents the best source for out-of-District financing support.

The *Vision 2020 Facilities Master Plan* is also replete with opportunities for creating new sources of revenue through joint venture, entrepreneurial activity and alternative land uses. Because these opportunities will have to be developed and cultivated, the full extent of benefit is not known at this time.

## State of California Capital Outlay Budget Program (COBP)

Overall, the revenue resourcing program of the COBP is projected to attract approximately \$215 million to the District. Based on the projects proposed (below), the cost to construction for the District would be under forty-cents on the dollar.

### PROGRAM FOR REVENUE RESOURCING STATE OF CALIFORNIA CAPITAL OUTLAY BUDGET PROGRAM

Site	Project	1st Yr Funding	Construction Start Date	Scope	Projected State \$s Resourced	District \$	Total Project Cost
<b>Coastline</b>							
	Le-Jao LRC/Student Support Area	2014/2015	2015/2016	New Constr/Exp	\$819,200	\$204,800	\$1,024,000
	Newport Beach LRC/Student Support	2015/2016	2016/2017	Renovation/Exp	\$816,912	\$204,228	\$1,021,140
	Garden Grove - Classroom Reuse	2016/2017	2017/2018	Renovation/Exp	\$956,232	\$956,232	\$1,912,464
	Garden Grove - Success Center/LRC	2016/2017	2017/2018	Renovation	\$1,807,344	\$451,836	\$2,259,180
	College Center-Student Support	2017/2018	2018/2019	Renovation	\$4,170,606	\$4,170,606	\$8,341,211
			sub total		\$8,570,294	\$5,987,702	\$14,557,995
<b>Golden West</b>							
	Science Math Bldg	2012/2013	2013/2014	New Construction	\$52,296,669	\$21,643,627	\$73,940,296
	Criminal Justice Training Center	2013/2014	2014/2015	New Construction	\$10,083,495	\$6,722,330	\$16,805,825
	Lang Arts Complex	2014/2015	2015/2016	New Construction	\$18,524,180	\$12,349,452	\$30,873,632
	Technology Bldg	2015/2016	2016/2017	Renovation	\$7,912,540	\$5,275,027	\$13,187,567
	Business and Social Science Bldg	2016/2017	2017/2018	New Construction	\$22,388,491	\$22,388,491	\$44,776,982
			sub total		\$111,205,375	\$68,378,927	\$179,584,303
<b>Orange Coast</b>							
	Music Modernization	2010/2011	2011/2012	Renovation	\$3,831,507	\$3,886,164	\$7,717,671
	Business/Math/Computing Center	2012/2013	2013/2014	New Construction	\$25,152,456	\$10,779,623	\$35,932,079
	Language Arts and Social Science Bldg	2013/2014	2014/2015	New Construction	\$39,438,000	\$13,254,770	\$52,722,770
	Maritime Academy	2014/2015	2015/2016	New Construction	\$6,538,305	\$1,633,327	\$8,166,632
	Chemistry Bldg	2015/2016	2016/2017	Reno/Expansion	\$15,078,335	\$5,026,127	\$20,104,512
	Skill Centers Bldg	2016/2017	2017/2018	Renovation	\$5,314,071	\$3,542,714	\$8,856,785
			sub total		\$95,377,724	\$38,122,725	\$133,500,449
				<b>TOTAL</b>	<b>\$215,153,393</b>	<b>\$112,489,354</b>	<b>\$327,642,747</b>

Source: Cambridge West Partnership/HPI Architects projections. Note: All cost and revenue projections are based on current-day values.

### Joint Venture and Entrepreneurial Activities

Most of the activities listed below are projected to be 100% financed through private funds. The projects listed below have a revenue benefit of approximately \$16 million. The total revenue benefit, however, is projected to be in the hundreds of millions of dollars.

#### PROGRAM FOR REVENUE RESOURCING – JOINT VENTURE/ENTREPRENEURIAL ACTIVITIES

Site	Project	1st Yr Funding	Construction Start Date	Scope	Projected Private \$s Resourced	District \$	Total Project Cost
<b>Coastline</b>							
	Multi-College Success Center	TBD	TBD	New Construction	TBD	TBD	TBD
			sub total		TBD		
<b>Golden West</b>							
	Outdoor Labs	2015/2016	2016/2017	Reconstruction	\$2,475,000	\$2,475,000	\$4,950,000
	Public Safety/Wknd Oper	2014/2015	2015/2016	New Construction	\$1,495,728	\$0	\$1,495,728
	Student Housing	TBD	TBD	New Construction	TBD	TBD	TBD
	Mixed Use Development	TBD	TBD	New Construction	TBD	TBD	TBD
			sub total		\$3,970,728	\$2,475,000	\$6,445,728
<b>Orange Coast</b>							
	Planetarium	TBD	TBD	New Construction	\$9,800,000	\$0	\$9,800,000
	JV/Mixed-Use Dev.	TBD	TBD	New Construction	TBD	TBD	TBD
	Recycling Enterprise	TBD	TBD	New Construction	\$1,972,000	\$0	\$1,972,000
			sub total		\$11,772,000	\$0	\$11,772,000
<b>District</b>							
	Residential / Other Housing	TBD	TBD	New Construction	TBD	TBD	TBD
			sub total		TBD	TBD	TBD
			TOTAL		\$15,742,728	\$2,475,000	\$18,217,728

Source: Cambridge West Partnership/HPI Architects projections. Note: All cost and revenue projections are based on current-day values.

### **Financing Mechanisms to Support the Plan for Revenue Resourcing**

In addition to the state's Capital Outlay Budget Program and joint venture/entrepreneurial opportunities, the District will have other tools available for increasing the revenue side of the equation. The financing vehicles listed below are frequently used in community college institutions. Several of these mechanisms are currently being used by the District

1. Local Bond Measure: The District has used this financing option as a means to address its capital construction needs as recent as 2004. A local general obligation bond is still, by far, the most successful and reachable of the financing mechanism available to the District for addressing large-scale capital construction projects. It is imperative for leveraging state monies and private funds.
2. Leasing of District Owned Land or Buildings: The District currently uses this revenue source at several of its locations. This provides an excellent means of maintaining property and/or building control while creating a long-term revenue source. Revenues generated from this activity can be used to fund capital construction projects for the District.
3. Student Fees: Students within the District, via a vote, can authorize a fee for the construction of student facilities such as student centers or parking facilities. Generally, a bond is then issued for a specific period of time with the source of repayment the fee imposed by the students. When the debt service on the facility has been retired, the fee obligation for students terminates.
4. Formal Qualification of Educational Centers: Districts can receive an annual stipend from the state for educational centers, provided the center meets the state's criteria for formal recognition. The District should endeavor to qualify the Le-Jao Center as a formal educational center. It is presently very close to (or at) the required mark of generating the required 1,000 full-time equivalent students (FTES) on an annual basis. This action would result in a yearly \$1 million boost to the District. The Garden Grove Center and the new Newport Beach Learning Center should also be considered as candidates if they can meet the 1,000 annual FTES criteria. Action for formal center status would have to be approved by the California Post-secondary Education Commission (CPEC) and the Board of Governors at the state level.
5. Certificates of Participation (COP): COPs are often used as "bridge financing", with a long-range financing strategy or objective in place to repay the debt. A COP is a loan the District secures to finance a particular obligation or project. Typically, this obligation is a capital outlay project (buildings and/or equipment, land acquisition, etc.). The District must demonstrate to the lender that it has the financial capability to repay the COP in a timely manner. There are financial limits and necessary approvals the District must achieve to use this program. The District has used this financing mechanism in the past for capital construction projects.

6. Scheduled Maintenance Funds: As available from the state, scheduled maintenance funding has been included as an annual block grant program. It also includes funding for instructional and library equipment. There is a local match required for the use of these funds. It is not typically a large amount of funding but it is an option to solve minor building renovation or maintenance issues.
7. Special Assessment District Funding: In cooperation with the City and/or County an assessment district could be created to provide new or upgraded infrastructure. The source of repayment is typically the property tax revenue or special assessment levied again the property owners within a prescribed area (district). Special Assessment Districts are often an integral part of a redevelopment project wherein the project will generate additional property tax revenue that can be used to re-pay the bonds that are issued for the capital improvement.
8. Federal and State Grants: Federal and State grants are generally obtained through a competitive application process. Most Federal and State Grants to community colleges are in the form of funds for equipment, furniture, program development costs, and/or operational staffing. With current federal stimulus programs, there may be opportunities for the financing of capital construction projects, particularly those that result in job creation and/or workforce preparation. Awards, in this regard, would most likely be given to projects that are "shovel ready".
9. Fee Based Instructional Programs: The District has the option to develop a fee-based curriculum and compete with other public and private institutions for students who would not typically attend the traditional, state-funded, public instructional program of a community college. Any excess revenue generated from such activities could be used to fund future capital construction projects.
10. Partnership with other Educational Institutions: An educational institution that is in need of a facility but does not have funding to construct is a likely candidate for a joint venture project. In this partnership, the District might construct the facility with the provision that debt service on the construction loan would be the responsibility of the partnering educational institution. Both entities would have access to and use the facility for educational purposes.
11. Private Donations: Private donations provide a means for interested members of the public to contribute to a specific project. The foundations at three colleges have used this financing mechanism effectively. Facilities such as libraries, planetariums, or specific academic and academic support buildings (e.g. Biological Sciences, Career Technical Education, etc.) are common examples.



### NET COST TO IMPLEMENT THE PROPOSED PROGRAM OF WORK

The net cost for the District's proposed program of work takes into account all the elements that comprise the building/facilities program. These costs include new construction and renovation as well as the support costs that relate to campus development and implementation.

The net cost analysis provides a bottom line perspective of the actual cost that the District can anticipate – total cost minus projected revenues. In this analysis, the total cost is projected to be \$661.6 million while the revenues are projected to be \$230.9 million. The net cost to the District to implement the program of work is forecast to be \$430.7 million.

#### PROJECTED DISTRICT NET COST FOR IMPLEMENTATION OF VISION 2020 FACILITIES MASTER PLAN

Program Element	Total Project \$s	Projected Revenue \$s	Net Cost College/District \$s
<b>District-Wide</b>			
Building/Facilities Program	\$544,956,747	\$230,896,121	\$314,060,626
Infrastructure-Primary	\$22,850,141	\$0	\$22,850,141
Infrastructure-Secondary	\$5,014,187	\$0	\$5,014,187
Parking/Vehicular Circulation	\$7,025,000	\$0	\$7,025,000
Pedestrian Circulation/Access	\$14,215,000	\$0	\$14,215,000
Campus Improvements/Amenities	\$6,925,000	\$0	\$6,925,000
Demolition	\$3,630,546	\$0	\$3,630,546
Swing Space	\$4,235,500	\$0	\$4,235,500
Existing Building Renovations	\$8,653,250	\$0	\$8,653,250
Equipment/Furnishing NOC	\$6,757,000	\$0	\$6,757,000
Infrastructure Contingency	\$3,901,554	\$0	\$3,901,554
Construction Management	\$33,449,016	\$0	\$33,449,016
<b>TOTAL</b>	<b>\$661,612,942</b>	<b>\$230,896,121</b>	<b>\$430,716,821</b>

Source: Cambridge West Partnership/HPI Architects projections.  
Note: Costs and revenue projections are based on current-day values

# VISION 2020 FACILITIES MASTER PLAN PROJECTED DISTRICT NET COST BY LOCATION

The table that follows provides a breakdown of the net costs by college. Of the three colleges, Orange Coast will have the greatest gross cost, with an amount of \$319 million offset by projected revenues of \$107 million for a net cost of \$212 million. The gross cost to implement the program of work at Golden West College is projected to be \$285.7 million with offsetting revenues of \$115.2 million and a net cost to implement at \$170.5 million. At Coastline Community College, gross costs are anticipated to reach \$60.0 million with revenues of \$8.6 million and a net cost of \$48.4 million.

Site	Program Element	Total Project \$	Projected Revenue \$s	Net Cost College/District \$s
<b>Coastline</b>				
	Building/Facilities Program	\$47,740,495	\$8,570,294	\$39,170,202
	Infrastructure-Primary	\$1,283,311	\$0	\$1,283,311
	Infrastructure-Secondary	\$789,730	\$0	\$789,730
	Parking/Vehicular Circulation	\$275,000	\$0	\$275,000
	Pedestrian Circulation/Access	\$55,000	\$0	\$55,000
	Campus Improvements/Amenities	\$250,000	\$0	\$250,000
	Demolition	\$450,000	\$0	\$450,000
	Swing Space	\$785,500	\$0	\$785,500
	Existing Building Renovations	\$1,750,750	\$0	\$1,750,750
	Equipment/Furnishing NOC	\$955,000	\$0	\$955,000
	Infrastructure Contingency	\$679,212	\$0	\$679,212
	Construction Management	\$1,925,770	\$0	\$1,925,770
	sub total	\$56,939,768	\$8,570,294	\$48,369,474
<b>Golden West</b>				
	Building/Facilities Program	\$233,450,100	\$115,176,103	\$118,273,996
	Infrastructure-Primary	\$14,007,006	\$0	\$14,007,006
	Infrastructure-Secondary	\$2,334,501	\$0	\$2,334,501
	Parking/Vehicular Circulation	\$2,450,000	\$0	\$2,450,000
	Pedestrian Circulation/Access	\$3,760,000	\$0	\$3,760,000
	Campus Improvements/Amenities	\$2,975,000	\$0	\$2,975,000
	Demolition	\$1,550,862	\$0	\$1,550,862
	Swing Space	\$1,650,000	\$0	\$1,650,000
	Existing Building Renovations	\$3,650,500	\$0	\$3,650,500
	Equipment/Furnishing NOC	\$2,815,000	\$0	\$2,815,000
	Infrastructure Contingency	\$2,122,343	\$0	\$2,122,343
	Construction Management	\$14,892,092	\$0	\$14,892,092
	sub total	\$285,657,403	\$115,176,103	\$170,481,300

Source: Cambridge West Partnership/HPI Architects projections.  
 Note: Costs and revenue projections are based on current-day values



# VISION 2020 FACILITIES MASTER PLAN PROJECTED DISTRICT NET COST BY LOCATION

Site	Program Element	Total Project \$s	Projected Revenue \$s	Net Cost College/District \$s
<b>Orange Coast</b>				
	Building/Facilities Program	\$263,766,152	\$107,149,724	\$156,616,428
	Infrastructure-Primary	\$7,559,825	\$0	\$7,559,825
	Infrastructure-Secondary	\$1,889,956	\$0	\$1,889,956
	Parking/Vehicular Circulation	\$4,300,000	\$0	\$4,300,000
	Pedestrian Circulation/Access	\$10,400,000	\$0	\$10,400,000
	Campus Improvements/Amenities	\$3,700,000	\$0	\$3,700,000
	Demolition	\$1,629,684	\$0	\$1,629,684
	Swing Space	\$1,800,000	\$0	\$1,800,000
	Existing Building Renovations	\$3,252,000	\$0	\$3,252,000
	Equipment/Furnishing NOC	\$2,987,000	\$0	\$2,987,000
	Infrastructure Contingency	\$1,100,000	\$0	\$1,100,000
	Construction Management	\$16,631,154	\$0	\$16,631,154
	sub total	\$319,015,771	\$107,149,724	\$211,866,047
	Program Element	Total Project \$s	Projected Revenue \$s	Net Cost College/District \$s
<b>District-Wide</b>				
	Building/Facilities Program	\$544,956,747	\$230,896,121	\$314,060,626
	Infrastructure-Primary	\$22,850,141	\$0	\$22,850,141
	Infrastructure-Secondary	\$5,014,187	\$0	\$5,014,187
	Parking/Vehicular Circulation	\$7,025,000	\$0	\$7,025,000
	Pedestrian Circulation/Access	\$14,215,000	\$0	\$14,215,000
	Campus Improvements/Amenities	\$6,925,000	\$0	\$6,925,000
	Demolition	\$3,630,546	\$0	\$3,630,546
	Swing Space	\$4,235,500	\$0	\$4,235,500
	Existing Building Renovations	\$8,653,250	\$0	\$8,653,250
	Equipment/Furnishing NOC	\$6,757,000	\$0	\$6,757,000
	Infrastructure Contingency	\$3,901,554	\$0	\$3,901,554
	Construction Management	\$33,449,016	\$0	\$33,449,016
	<b>TOTAL</b>	<b>\$661,612,942</b>	<b>\$230,896,121</b>	<b>\$430,716,821</b>

Source: Cambridge West Partnership/HPI Architects projections.  
Note: Costs and revenue projections are based on current-day values



# Epilogue & Acknowledgements



# Epilogue & Acknowledgements

## Epilogue

ONE VISION is the culminating point for the *Vision 2020 Facilities Master Plan*. It is expected that the information contained herein will serve as the blueprint for an implementable District Building/Facilities Program and that it will be a resource for the future facilities master planning efforts that follow.

The planning team of Cambridge West Partnership and HPI, Inc. Architects would like to thank the District's administrative team, including, Chancellor Ding-Jo Currie, Vice Chancellor of Administrative Services, Andrew Dunn, Director of Facilities, Jerry Marchbank. In addition, special thanks to the Coast Colleges' key participants who provided direction, support and assistance throughout the Plan. At Coastline Community College: President, Dr. Loretta Adrian; At Golden West College: President Dr. Wes Bryan and Vice President of Administrative Services, Janet Houlihan; at Orange Coast College, President, Dr. Dennis Harkins and Vice President of Administrative Services, Richard Pagel. Also special thanks to Sheri Sterner, Dean of Institutional Effectiveness at Orange Coast College, who was instrumental in assisting the team with the surveys conducted at each of the colleges.

Acknowledgement and thanks as well to the committee members who were the key sources of input and feedback. At Coastline, these included the Core Executive Committee, the Faculty Senate and the Mission, Planning and Budget Committee; at Golden West, the Executive Committee, the Facilities, Safety and Land Development Committee, and the Planning and Budget Committee; at Orange Coast, the Executive Committee, the Facilities Committee and the open forum participants. Your time and input was greatly appreciated and highly valued.

As a final note, Coast Community College District has done an outstanding job with its facilities planning mission, as evidence via the success of the Measure C Bond Program. The previous planning efforts, and the resulting building/facilities programs, have provided the District with an incredible start in the process of defining the direction of the Coast Colleges. The *Vision 2020 Facilities Master Plan* has built upon this start, assessing the work yet to be done and developing a program of work that carries the District not only to the year 2020 but well beyond. Throughout the process, the primary goal has been to provide the District with a Plan that is both viable and usable, a Plan that provides a blueprint for the future, serves as a decision-making tool, and reflects and supports the greater goals of the District, particularly those that maximize the student experience at the colleges.

## ACKNOWLEDGEMENTS

### REVIEW COMMITTEES OF THE COLLEGES

#### Coastline Community College

##### Executive Core Committee

Dr. Lori Adrian, President  
Dr. Cheryl Babler, Vice President, Instruction  
Christine Nguyen, Interim Vice President, Administrative Services  
Lois Wilkerson, Interim Vice President, Student Services and Economic Development  
Dr. Jorge Sanchez, Administrative Director of Research  
Darian Aistrich, Project Coordinator, Planning and Development  
Professor Margaret Lovig, Accreditation Faculty Co-Chair  
Professor Nancy Jones, Academic Senate President  
Dave Cant, Director, Maintenance and Operations

#### Golden West College

##### Executive Team

Wes Bryan, President  
Janet Houlihan, Vice President of Administrative Services  
Stan Francus, Interim Vice President of Student Services  
Dwayne Thompson, College Researcher

##### Members of the Golden West College Council

##### Facilities, Safety and Land Development Committee Members

Janet Houlihan, Co-chair, Vice President of Administrative Services  
Theresa Lavarini, Co-chair, Faculty, Arts & Letters  
Gregg Carr, Faculty, Learning Resources  
Henrietta Carter, Faculty, Arts & Letters  
Nick Mitchell, Faculty, Physical Education  
Teresa Speakman, Faculty, Math & Science  
Tasha Chambliss, Faculty, Cosmetology  
Stan Francus, Interim Vice President of Student Services  
Bonnie Roohk, Dean, Math & Sciences  
Joe Dowling, Director, Maintenance & Operations

Candy Lundell, Coordinator, Community Services/Swap Meet  
Bill La, Student Services  
Peggy Conley, Student Services  
Albert Jazwiecki, Tech Support Services  
Dan Songster, Maintenance & Operations  
Wes Bryan, College President  
Anthony Maciel, Director, Tech Support Services  
Don Bailer, Construction Facilities Manager  
Mark Craig, Communications  
Jackie Hils-Williams, Health Professions  
Rob Bachmann, Associate Dean & Director, Student Health Center

##### Planning & Budget Committee

Wes Bryan, Chair  
Chip Marchbank, Faculty, EOP/S  
Karen Hinton, Faculty, Counseling  
Theresa Lavarini, Faculty, Academic Senate President  
Linda York, Faculty, Counseling  
Travis Vail, Faculty, Math & Science  
Gregg Carr, Faculty, Coast Federation of Educators Appointee  
Stan Francus, Interim Vice President of Student Services  
Janet Houlihan, Vice President of Administrative Services  
Jeff Courchaine, Dean, Business & Social Sciences  
Albert Gasparian, Dean, Physical Education  
David Hudson, Dean, Arts & Letters  
Ron Lowenberg, Dean, Criminal Justice Training Center  
Crystal Crane, Director of Personnel Services  
Rob Bachmann, Associate Dean & Director, Student Health Services  
Dave Sams, Tech Support Services  
Thomas Troung, Bookstore  
Susan Wall, Fiscal Services  
Michael Carrizo, Criminal Justice  
Linda Kiser, Career & Technical Education  
Pam Pacheco, New Media Center  
Connie Marten, Learning Resources/Computer Lab  
Susan Castellanos-Gaona, Counseling  
Sherrill Spencer, Admissions & Records  
Dale Lendrum, Associated Students  
Dwayne Thompson, College Researcher  
Louise Comer, College Business Manager

Orange Coast College

Executive Committee Members

Dennis Harkins, President  
Dr. Richard Pagel, Vice President, Administrative Services  
Melinda Nish, Vice President, Instruction  
Sheri Sterner, Dean, Institutional Effectiveness

Facilities Planning Committee

Dr. Richard Pagel, Co-Chair  
Vesna Marcina, Co-Chair  
James Farrow, Facilitator  
Renza Bricca, Classified  
Judi Lagerlof, Classified  
Paul Wisner, Classified  
Paul Asim, Dean  
Kevin Ballinger, Dean  
Michael Mandelkern, Dean  
Kate Mueller, Dean  
Hue Pham, Dean  
Stephen Tamanaha, Dean  
Joe Poshek, Dean  
Mitchell Alves, Faculty  
Leslie Beau, Faculty  
Donald Bowman, Faculty  
Derek Boyer, Faculty  
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Nicolette Jackson, Faculty  
Rose Anne Kings, Faculty  
Martha Malaty, Faculty  
Dale Nauta, Faculty  
Charlene Reed Robin O'Connor, Faculty  
Danielle Scane, Faculty  
Brenda Shine, Faculty  
John Stuart, Faculty  
Mariana Voicu, Faculty

Doug Bennett, Manager  
Dale Berry, Manager  
Frank Fonseca, Manager  
Majid Niroumand, Manager  
Kathie Tran, Manager

Members of the Orange Coast College Council

Coast Community College District

Governing Board of Trustees

Jerry Patterson, President  
Jim Moreno, Vice President  
Lorraine Prinsky, Clerk of the Board  
Mary L. Hornbuckle  
David A. Grant  
Lee Fuller, Student Trustee

District Administration

Dr. Ding-Jo Curry, Chancellor  
Andrew Dunn, Vice Chancellor  
Administrative Services

Support Staff

Jerry Marchbank, Director of Facilities and Planning

Facilities Master Planning Team

Cambridge West Partnership, LLC  
Hill Partnership, Inc. - Architects









# **CLINICAL TRAINING AFFILIATION AGREEMENT**

## **(Without School Instructor on Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2011 (the "Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital"), and Coast Community College District, Golden West College, ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

### **ARTICLE 1**

#### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

### **ARTICLE II**

#### **RESPONSIBILITIES OF SCHOOL**

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

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

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students have successfully completed an American Heart Association Basic Life Support ("BLS") for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form, attached hereto and incorporated herein by reference as **Exhibit C**. School shall maintain documentation in each student's file and/or database that each student has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

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

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

2.6 Health Clearance and Background Check.

2.6.1 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, rubella titers, Tdap, annual TB screening (includes skin testing and symptom screening and chest x-ray, if determined appropriate by Hospital, influenza immunization (required annually) or declination statement. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

2.6.2 Background Check. School, at School's expense or Student's expense, shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check, and Office of Inspector General ("OIG") sanction trace.

2.6.3 Health and Background Documentation. School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form, attached hereto and incorporated by reference as **Exhibit C**. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such information to Hospital upon request.

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

2.7 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Students are responsible for their own transportation costs, not the School.

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

2.10 Insurance.

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

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

2.11 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2.12 Student ID Badges. For Hospital security purposes, the School will be billed/invoiced and required to pay to Hospital, the amount of Fifty Dollars (\$50.00) for each and every Student ID Badge (including ID badges issued to instructors) that is lost, stolen or not returned to the Security Office upon completion of the students designated learning period. School

acknowledges the importance of the return of badges in a children's hospital and will use good faith efforts to require students to return all badges. The School will inform the students of this requirement before placement.

### ARTICLE III

#### RESPONSIBILITIES OF HOSPITAL

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

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

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

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

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

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

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

3.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order

that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

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

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

## **ARTICLE IV**

### **RELATIONSHIP OF THE PARTIES**

4.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for one ( 2 ) year(s) unless terminated sooner as provided herein.

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

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

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

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

party.

4.6 Records. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

## ARTICLE V

### CONFIDENTIALITY

5.1 Records. All Records shall be treated as confidential.

5.2 HIPAA and CMIA. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security policies and procedures.

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

## ARTICLE VI

### INDEMNIFICATION

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

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

## ARTICLE VII

### GENERAL PROVISIONS



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

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

7.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (714-289-4700). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 Access To Books And Records. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

7.5 Medicare/Medi-Cal Participation. School hereby represents and warrants that neither School, students, nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, and/or any student is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

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

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

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

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

If to School: Coast Community College District,  
Golden West College  
1370 Adams Ave  
Costa Mesa, Ca. 92626  
Attn: Board of Trustees

7.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.10 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

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

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

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

7.14 Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above ("Effective Date").

**HOSPITAL: Children's Hospital of Orange County**

By: \_\_\_\_\_  
Name: Debra Mathias  
Title: Executive Vice President and Chief Operating Officer

**SCHOOL: Coast Community College District, Golden West College**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PROGRAM(S)**

(Without School Instructor)

Name of School and Department/Program

- Nursing

**EXHIBIT B**

**CLINICAL PROFILE ORANGE COUNTY/LONG BEACH CONSORTIUM FOR NURSING**

Attached hereto.

B-1

*Clinical Affiliation Agreement without instructor  
Between CHOC Children's Hospital of Orange County and Golden West College  
Revised 09/2009*

## EXHIBIT C

### CLINICAL STUDENT PROFILE

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

\*General Orientation Information
4. School is responsible for verifying that each clinical group/student has completed the following:
  - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
  - **Influenza (immunization yearly or declination statement)**
  - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
  - **Tdap**
  - **Physical Exam** (documented by a physician)
  - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)  
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
  - **Varicella** (proof of vaccinations or titer documenting immunity)
  - **Background Check Clearance** including Sex Offender Registry Check
  - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
  - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
  - **License Current** (RN, etc. if applicable)

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

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

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

Instructor/School Representative (print): \_\_\_\_\_

Instructor/School Representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

## CLINICAL ROSTER OF STUDENTS

## EXHIBIT D

### CONFIDENTIALITY STATEMENT

(For Students)

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

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

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

#### Acknowledgment

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

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_







**CLINICAL TRAINING  
AFFILIATION AGREEMENT  
(With School Instructor On Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2011 ("Effective Date") by and between Children's Hospital of Orange County, a California non-profit public benefit corporation ("Hospital") and Coast Community College District, Golden West College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

**ARTICLE I**

**RECITALS**

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

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

1.3. Instructor. Instructor shall be an employee of School and qualified to teach School's clinical training programs (the "Program(s)"), as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School shall ensure that Instructors maintain all required professional credentials and licensure necessary to provide instruction to students of Program(s). Hospital desires to provide instructor access to Hospital's clinical facilities for purposes of training and supervising students of School enrolled in the Program(s).

1.4. Intent. Hospital operates clinical facilities within Hospital which are suitable for the Program. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

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

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

**ARTICLE II**

**RESPONSIBILITIES OF SCHOOL**

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

*Clinical Affiliation Agreement with School Instructor  
Between CHOC Children's Hospital of Orange County and Golden West College  
Revised 09/2009*

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

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students and instructors have successfully completed an American Heart Association BLS for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student and instructor assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form and/or the Instructor Profile form, attached hereto and incorporated by reference as **Exhibit C** and **Exhibit D**, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

2.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, control, discipline and all activities of students at Hospital.

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

2.6 Health Clearance and Background Check.

2.6.1 Health Clearance. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, and rubella titers, Tdap, annual TB screening (includes skin testing or symptom screening and chest x-ray, if determined appropriate by Hospital), influenza immunization (required annually) or declination statement. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, standard precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student and/or instructor from meeting his/her training obligations at Hospital.

2.6.2 Background Check. School, at School's expense or Student's expense, shall conduct a background check on each student and instructor. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check; and Office of Inspector General ("OIG") sanction trace.

2.6.3 Health and Background Documentation. School shall certify to Hospital that each student and instructor assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form and/or Instructor Profile form, attached hereto and incorporated by reference as **Exhibit C** and **Exhibit D**, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

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

2.7 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). Faculty and students are responsible for their own transportation costs, not the School.

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

## 2.10 Insurance

2.10.1 Professional Liability/Worker's Compensation. School shall ensure that all Students and Instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage.

*Clinical Affiliation Agreement with: instructor  
Between CHOC Children's Hospital of Orange County and Golden West College  
Revised 09/2009*

School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students and instructors working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to Students and Instructors, such evidence will be provided prior to the date when any new Student or Instructor commences participation in the Program(s). School may elect to self-insure its insurance obligations in this Section 2.10.1.

2.10.2 Health Insurance. School shall ensure and provide proof that students and instructors are covered by a health insurance policy, either through School or an individual policy. Student and instructor are responsible for his or her own health insurance coverage, if not provided by School.

2.11 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2.12 Student ID Badges. For Hospital security purposes, the School will be billed/invoiced and required to pay to Hospital, the amount of Fifty Dollars (\$50.00) for each and every Student ID Badge (including ID badges issued to instructors) that is lost, stolen or not returned to the Security Office upon completion of the students/instructors designated learning period. School acknowledges the importance of the return of badges in a children's hospital and will use good faith efforts to require students to return all badges. The School will inform the students and faculty of this requirement before placement.

### ARTICLE III

#### RESPONSIBILITIES OF HOSPITAL

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

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

3.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.

3.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients.

Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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

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

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

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

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

## **ARTICLE IV**

### **RELATIONSHIP OF THE PARTIES**

4.1 Term. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue for one (2) year(s) unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause or penalty upon thirty (30) days prior written notice to the other party. To the extent reasonably

possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

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

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

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

4.6 Records. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

## ARTICLE V

### CONFIDENTIALITY

5.1 Records. All Records shall be treated as confidential.

5.2 HIPAA and CMIA. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students and instructors shall be considered to members of



Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students and instructors will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students and instructors will be required to participate in training related to the HIPAA and CMIA Privacy and Security Rules and Hospital's HIPAA and CMIA Privacy and Security policies and procedures.

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

## ARTICLE VI

### INDEMNIFICATION

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

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

## ARTICLE VII

### GENERAL PROVISIONS

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

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

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

7.4 Access To Books And Records. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.

7.5 Medicare/Medi-Cal Participation. School hereby represents and warrants that neither School, students, instructors nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student and/or instructor is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, any student and/or instructor is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

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

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

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

If to Hospital:

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

If to School:

Coast Community College District,  
Golden West College  
1370 Adams Ave  
Costa Mesa, Ca. 92626  
Attn: Board of Trustees

7.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.10 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

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

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

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

7.14 Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

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

**HOSPITAL: Children's Hospital of Orange County**

By: \_\_\_\_\_  
Name: Debra Mathias  
Title: Executive Vice President and Chief Operating Officer

**SCHOOL: Coast Community College District, Golden West College**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**  
**PROGRAM(S)**

(With On-Site School Instructor)

Name of department at School:

- Nursing

**EXHIBIT B**

**CLINICAL PROFILE ORANGE COUNTY/LONG BEACH CONSORTIUM FOR NURSING**

Attached hereto

## EXHIBIT C

### CLINICAL STUDENT PROFILE

1. Complete the information below for each clinical group/student scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. Attach a student roster for clinical groups.
3. School is responsible for ensuring that each clinical group/student is trained and competent on:
  - Dress Code\*
  - HIPAA Privacy and Security\*
  - \* Injury and Illness Prevention\*                      General Orientation Information
  - Needle Safety\*
  - Patient Confidentiality\*
  - Standard Precautions\*
4. School is responsible for verifying that each clinical group/student has completed the following:
  - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
  - **Influenza (immunization yearly or declination statement)**
  - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
  - **Tdap**
  - **Physical Exam** (documented by a physician)
  - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)  
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
  - **Varicella Titer** (proof of vaccinations or titer documenting immunity)
  - **Background Check Clearance** including Sex Offender Registry Check
  - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers -- to be renewed every 2 years)
  - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
  - **License Current** (RN, etc. if applicable)

School: \_\_\_\_\_ Student Name: \_\_\_\_\_

Course Title: \_\_\_\_\_ Student Group (RN, CA, PT, etc.): \_\_\_\_\_

Clinical Dates: From \_\_\_\_\_ To \_\_\_\_\_

Clinical Days: \_\_\_\_\_ Clinical Hours: \_\_\_\_\_

Instructor: \_\_\_\_\_ Phone: \_\_\_\_\_

Instructor Email: \_\_\_\_\_ Cell/Pager: \_\_\_\_\_

I certify that the student(s) listed on the attached Clinical Roster of Students have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (✓) all boxes that the instructor has completed.

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

Instructor/School Representative (print): \_\_\_\_\_

Instructor/School Representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

*Clinical Affiliation Agreement with \_\_\_\_\_ instructor  
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## CLINICAL ROSTER OF STUDENTS



## EXHIBIT D

### INSTRUCTOR PROFILE

1. Complete the information below for each instructor scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. School is responsible for ensuring that the instructor is trained and competent on:
  - Dress Code\*
  - HIPAA Privacy and Security\*
  - \* Injury and Illness Prevention\*                      General Orientation Information
  - Needle Safety\*
  - Patient Confidentiality\*
  - Standard Precautions\*
3. School is responsible for verifying that the instructor has completed the following:
  - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
  - **Influenza (immunization yearly or declination statement)**
  - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
  - **Tdap**
  - **Physical Exam** (documented by a physician)
  - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)  
Chest X-Ray within the last 4 years, if instructor has a history of a positive TB skin test
  - **Varicella Titer** (proof of vaccinations or titer documenting immunity)
  - **Background Check Clearance** including Sex Offender Registry Check
  - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
  - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
  - **License Current** (RN, etc. as required)

School: \_\_\_\_\_

Course Title: \_\_\_\_\_ Student Group (RN, CA, PT, etc.): \_\_\_\_\_

Clinical Dates: From \_\_\_\_\_ To \_\_\_\_\_

Clinical Days: \_\_\_\_\_ Clinical Hours: \_\_\_\_\_

Instructor: \_\_\_\_\_ Phone: \_\_\_\_\_

Instructor Email: \_\_\_\_\_ Cell/Pager: \_\_\_\_\_

Dean/Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Dean or Immediate Supervisor of Instructor (print): \_\_\_\_\_

Dean or Immediate Supervisor of Instructor (signature): \_\_\_\_\_

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Date: \_\_\_\_\_

## EXHIBIT E

### CONFIDENTIALITY STATEMENT

(For Students/Instructors)

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

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

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

#### Acknowledgment

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

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**AGREEMENT FOR SPECIAL SERVICES**  
Community College Update and Mandate Information Services

This is an agreement between the **COAST COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2011.

**WHEREAS**, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues; and

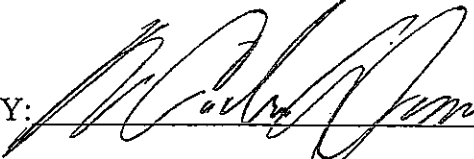
**WHEREAS**, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

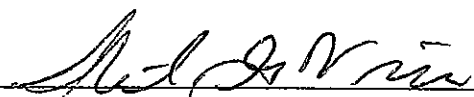
1. Consultant agrees to perform such duties relating to issues of community college finance, including:
  - a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions.
  - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
  - c. Review and analysis of all major legislative bills that have an impact on community colleges, and therefore, within the Client's area of interest.
  - d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.
  - e. Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and providing the Client with appropriate written materials from these meetings.

2. The Consultant agrees to perform such duties relating to the education mandated program as set forth including:
  - a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
  - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
  - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
  - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
3. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
4. The Client agrees to pay Consultant for services rendered under this agreement:
  - a. \$4,200 annually, plus expenses, payable in equal installments of \$350 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.
  - b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
  - c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, FAX, long distance telephone charges, cellular telephone charges, postage, and duplication (other than for one copy of the *Community College Update*).
5. This agreement shall be for the period of one (1) year, beginning July 1, 2011, and terminating June 30, 2012. This agreement may be terminated by either party prior to June 30, 2012, on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY:   
Coast Community College District

DATE: 5.25.11

BY:   
SHEILA VICKERS  
Vice President  
School Services of California, Inc.

DATE: May 17, 2011

BY: \_\_\_\_\_  
Coast Community College District  
Board President

DATE: \_\_\_\_\_





<b>AMENDMENT/MODIFICATION OF AGREEMENT FOR CONTRACTED EDUCATION SERVICES</b>		<b>PAGE</b>	<b>OF</b>	<b>PAGES</b>
<b>AMENDMENT/MODIFICATION NUMBER</b>	<b>DATE ISSUED</b>	1		3
002	May 5, 2011			
<b>ISSUED BY:</b> Coast Community College District (Coastline Community College) 11460 Warner Ave. Fountain Valley, CA 92708				
<b>NAME AND ADDRESS OF COMPANY:</b>  U.S. College Compass, LLC 8907 Warner Avenue, Suite 108 Huntington Beach, CA 92647				
<b>DESCRIPTION AND TITLE OF SIGNER:</b> (Type or print)  Felicia Jao President		<b>NAME AND TITLE OF CONTRACTING OFFICER</b>  Joycelyn Groot Dean, Military/Contract Education Programs		
<b>TELEPHONE</b>	<b>EMAIL</b>	<b>TELEPHONE</b>	<b>EMAIL</b>	
	feliciajao@bridgecreek.com	(714) 241-6161	jgroot@coastline.edu	
This modification/amendment only applies to the Agreement No. CCC10/11.3085 between the Coast Community College District (Coastline Community College) and U.S. College Compass, LLC dated June 2010.				
<b>DESCRIPTION OF AMENDMENT/MODIFICATION</b>  1) Extends the Agreement through July 2012; and 2) provides for additional services to U.S. College Compass, LLC as outlined in Exhibit D, attached herein.  Except as provided herein, all other terms and conditions of this Agreement remain unchanged and in full force and effect.				
<b>COMPANY</b> (Signature of person authorized to sign)		<b>DATED SIGNED</b>	<b>CONTRACTOR</b>  President, Board of Trustees	<b>DATED SIGNED</b>
<b>COMPANY IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR ORIGINAL SIGNED COPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.</b>				

**Exhibit D – Service Proposal and Price**  
**Coastline Community College Education Bound United State (CCC EBUS)**

**Client:** U.S. College Compass, LLC., in collaboration with Guangzhou Xiang Jiang High School, a Chinese high school located at Jade-Green Island, Xintang Zhen, Zengcheng, Guangdong, China; POC: Jessica Zhou (714) 642-3816; email [jessicazhou@uscollegecompass.com](mailto:jessicazhou@uscollegecompass.com)

**Coastline Contacts:** Joycelyn Groot, Dean (714) 241-6161; email [jgroot@coastline.edu](mailto:jgroot@coastline.edu)  
Laurie Melby, Program Manager (714) 241-6110; [lmelby@coastline.edu](mailto:lmelby@coastline.edu)

**Program Overview:**

Provide students enrolled at Xiang Jiang High School an American college-level program that includes language assessment and courses, counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for admission to a United State College or University.

**Services and Price**

**Fall Semester 2011 (September 2011 – January 2012)**

**\$188,615**

- Program Administration
- Onsite Program Coordination of all Coastline activities on behalf of XJHS
- Counseling onsite September 1-September 21, 2011 (3 weeks) – Coastline Counselor to provide:
  - Individual student/counselor appointments for college and goal planning
  - Individual parent/student and counselor meetings, as requested
  - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
  - Distance Learning Preparedness Workshops
  - Faculty Development Workshops
- Onsite September 2011 – Coastline English language instructors to provide:
  - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Onsite September through December 2011 - Provide English classes on site at XJHS (13 weeks):
  - Provide oversight and coordination of all EFL/English classes – to include 4 levels of EFL course instruction and up to 4 instructors for levels 2, 3, 4 and TOEFL
  - Provide TOEFL Preparation Class for qualified students – includes 4 periods of instruction per week for Sr. 2 and 6 periods of instruction per week for Sr. 3 and AP students
  - Provide oversight of English language lab and student and related student activities – includes 5 hours per week
  - Accommodate up to 25 students per class period
- Deliver three transfer level general education college courses (Art, Economics, and Biology are proposed)
  - Taught by Coastline instructors, and facilitated by EFL instructors onsite
  - Three college courses – 16 weeks of blended instruction. Each unit of college credit includes 18 hours of instruction
    - Online delivery from US with onsite facilitation provided at EFL instructors from September through December
    - Onsite instruction taught by visiting Coastline faculty in January 2012 (3-5 weeks, pending faculty availability)
- Coastline visiting faculty and program administration to meet with XJHS faculty and administration to conduct program review
- Counseling onsite January 2012 (or June if better for students) – Coastline Counselor to provide:

- Individual student/counselor appointments for college and goal planning
- Individual parent/student and counselor meetings, as requested
- College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
- Faculty Development Workshops
- Coordination and development of extracurricular activities, service projects, etc.

**Spring Semester 2012 (February – July 2012)**

**\$188,615**

- Program Administration
- Onsite Program Coordination of all Coastline activities on behalf of XJHS
- Onsite February 2012 – Coastline English language instructors to provide:
  - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite February through May 2012 - Provide English language classes on site at XJHS:
  - Provide oversight and coordination of all EFL/English classes -- to include 4 levels of EFL and up to 4 instructors for levels 2, 3, 4 and TOEFL
  - Provide TOEFL Preparation Class for qualified students -- includes 4 to 6 periods of instruction per week
  - Provide oversight of English language lab and student and related student activities -- includes 5 hours per week
  - Accommodate up to 25 students per class period
- Deliver three transfer level general education college courses (to be determined after counselor meets students in June 2012)
  - Three college courses – 16 weeks of blended instruction. Each unit of college credit includes 18 hours of instruction
    - Online delivery from US with onsite facilitation by English instructors at XJHS from February-May 2012
    - Onsite delivery taught by visiting Coastline faculty from June-July 2012 (3-4 weeks)
  - Taught by Coastline instructors
- Coordination and development of extracurricular activities, service projects, etc.

**Total Cost for all above programs and services:**

**\$377,230**

- District shall invoice U.S. College Compass the amount of \$188,615 on September 15, 2011 for all services rendered through January 2011 and the amount of \$188,615 on March 15<sup>th</sup> for all remaining services rendered through July 2012. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselors will be an additional charge billable to U.S. College Compass for airfare and ground transportation (to include travel for up to 8 individual round trips). College will make all travel arrangements in coordination with US Compass.
- Course pricing excludes cost of textbooks for college transfer courses. High School administration to coordinate purchase of textbooks with parents. Average cost per text is estimated at \$75-100 per course.
- Includes up to 120 students enrolled in the program; with up to 25 students per ESL class, and up to 40 students per credit bearing course based on eligibility to enroll.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by high school and college administrators.



10.1

**COAST COMMUNITY COLLEGE DISTRICT**  
**Agreement for Contracted Education Services**

This Agreement for Contracted Education Services ("AGREEMENT") is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and U.S. College Compass, LLC, located at 8907 Warner Avenue, Suite 108, Huntington Beach, CA 92647 hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from July 1, 2011 through July 31, 2011.
2. The class or program to be offered is conversational ESL training for Beijing Institute of Technology students. A total of 30 hours of instruction and/or training (10 hours per week) will be provided to a maximum of 30 students. The services will be conducted at Chapman University and at no facility charge to District.
3. FEES AND PAYMENT.
  - 3a. COMPANY agrees to pay the DISTRICT the sum of \$4,500 for the services provided under this AGREEMENT. This amount represents a fee of \$150.00 per instructional hour. All course materials are included in the training costs.
  - 3b. During the course of the AGREEMENT, COMPANY may request additional classes at the rate of \$150.00 per instructional hour by contacting the DISTRICT administrative liaison (designated in paragraph number 6).

3c. DISTRICT shall invoice COMPANY on the 30<sup>th</sup> pay of each month for services rendered that month. Payments are due within 30 days from the date of invoice.

4. DISTRICT and COMPANY may enter into a subsequent agreement for services should both parties agree such is feasible.

5. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot at (714) 241-6161 or [jgroot@coastline.edu](mailto:jgroot@coastline.edu). The administrative contact for COMPANY will be Felicia Jao at (714) 842-8018 or [feliciajao@bridgecreek.com](mailto:feliciajao@bridgecreek.com).

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

7. DISTRICT shall maintain attendance records for student and/or teacher time spent in instruction.

8. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts or omissions of DISTRICT, its agents, or employees.

9. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

10. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to COMPANY.

11. COMPANY shall, no less than 30 days in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by COMPANY and DISTRICT.

12. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Coastline Community College  
Attn: Joycelyn Groot  
11460 Warner Avenue  
Fountain Valley, CA 29708  
Attn: Joycelyn Groot

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

To Company: U.S. College Compass, LLC  
8907 Warner Avenue, Suite 108  
Huntington Beach, CA 92647  
Attn: Felicia Jao

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

13. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

**COMPANY**

**COAST COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**WIA COST REIMBURSEMENT AGREEMENT**

**County of Orange**

**FUNDING SOURCES: 100% FEDERAL**

**AGREEMENT #: 16-S-12**

**CFDA: 17.258 WIA Adult Programs      Funding Agency: Department of Labor**

**17.278 WIA Dislocated Worker Formula Grants      Funding Agency: Department of Labor**

**17.235 SCSEP      Funding Agency: Department of Labor**

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## SIGNATURES

## EXHIBITS

- A. General Program Requirements
- B. Statement of Work
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- D. Budget Schedule
- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements
- K. OC Community Resources Contract Reimbursement Policy
- L. Authorized Signature Form

This WIA Cost Reimbursement Agreement ( "AGREEMENT") by and between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties", consists of fifty-three (53) sections and the following twelve (12) Exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, K. OC Community Resources Contract Reimbursement Policy, and L. Authorized Signature Form.

**WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

**WHEREAS**, 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 24, 2010 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed one million nine hundred twelve thousand four hundred fifty six dollars (\$1,912,456) to engage CONTRACTOR to carry out certain program services; 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. ADMINISTRATION OF AGREEMENT**

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.

**2. PURPOSE**

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

**3. TERM**

The effective term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012 subject to the provisions of this Agreement; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

**4. 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

1 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or  
2 operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may  
3 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,  
4 without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.  
5 CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such  
6 determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

7 **5. STATEMENT OF WORK**

8 This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as  
9 Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and  
10 to provide all services set forth in this Agreement and the aforementioned Statement of Work in a  
11 professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically  
12 contained within the body of this Agreement, the Statement of Work will be controlling.

13 **6. SERVICES**

14 CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR,  
15 and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are  
16 not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated  
17 herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of  
18 all of the specific program components and service levels listed in Exhibits "A", "B", and "C".  
19 CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to  
20 those remedies as provided herein, constitute grounds for COUNTY to reduce the level of payment  
21 otherwise provided of this Agreement or to reduce the payment level and budget at which CONTRACTOR  
22 will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of  
23 the total contract may be made by CONTRACT ADMINISTRATOR. Except for Section 4 of the Agreement,  
24 any reduction over 10% shall occur only as a result of action of Board of Supervisors upon  
25 recommendation by CONTRACT ADMINISTRATOR

1 **7. BREACH - SANCTIONS**

2 If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or  
 3 any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports  
 4 inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or  
 5 omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or  
 6 violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program  
 7 support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement  
 8 or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT  
 9 ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims  
 10 or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment  
 11 schedule has not been made; and/or (3) terminate this Agreement as provided herein. CONTRACT  
 12 ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which  
 13 notice shall be deemed served on the date of mailing.

14 **8. TERMINATION**

15 (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with  
 16 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be  
 17 deemed served on the date of mailing. Cause shall be defined as any breach of contract, any  
 18 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR  
 19 of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this  
 20 Agreement.

21 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT  
 22 ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent  
 23 documents and all equipment or materials purchased with COUNTY funds.

24 **9. COMPLIANCE WITH LAW**

25 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of  
 26 the following, whether or not otherwise referred to in this Agreement:



(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

#### 10. COMPLIANCE WITH COUNTY WIA POLICIES AND PROCEDURES

CONTRACTOR shall comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment, referral, and internal monitoring of compliance with provisions of this Agreement. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

#### 11. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the

Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

**12. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", and "C" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Exhibits "A", "B", and/or "C" then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

(a) CONTRACT ADMINISTRATOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this Agreement, including, 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 and CONTRACT ADMINISTRATOR shall make a good faith effort to reach 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 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 the Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

(ii) It does not materially change the terms of this Agreement, and

(iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

### 13. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

#### 14. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

15. **INSTRUCTORS**

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

16. **EQUIPMENT**

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

#### 17. **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 in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected. COUNTY will notify CONTRACTOR of any deficiencies and will provide technical assistance to CONTRACTOR to make necessary corrections.

#### 18. **REPORTS**

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to

this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

**19. BUDGET SCHEDULE**

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth

**20. MODIFICATION OF BUDGET SCHEDULE**

(a) Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

(b) CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

**21. PAYMENTS BY COUNTY**

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2012, and that any and all funds remaining as of June 30, 2012, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30)



1 days of the expiration or earlier termination of the Agreement as provided herein. No expense of  
2 CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2012. No CONTRACTOR  
3 expenses shall be paid if billing is received by COUNTY after July 31, 2012.

4 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in  
5 accordance with the following payment schedule:

6 (a) Monthly Payments. Beginning August 1, 2011, upon receipt and approval by OC Community  
7 Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's  
8 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's  
9 invoice so long as the total payments under this Agreement do not exceed one million nine hundred twelve  
10 thousand four hundred fifty six dollars (\$1,912,456).

11 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be  
12 made more frequently than monthly, but such payments shall always be in arrears and not in advance of  
13 the provision of services by CONTRACTOR.

14 (c) Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only.  
15 CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on  
16 August 1, 2011, and must provide adequate documentation as required by COUNTY in accordance with  
17 the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by  
18 reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to  
19 withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to  
20 CONTRACTOR, until such documentation has been received and approved by COUNTY.

## 21 **22. PROGRAM INCOME**

22 COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income  
23 earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the  
24 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of  
25 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.  
26

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

#### 23. 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.

**24. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

**25. SUBCONTRACTS**

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

26. **NO SUPPLANTATION**

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

27. **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.

28. **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

1 assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and  
2 shall constitute a breach of this contract.

3 **29. FISCAL ACCOUNTABILITY**

4 (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial  
5 management system, based upon generally accepted accounting principles. CONTRACTOR's system  
6 shall provide fiscal control and accounting procedures that will include the following:

7 (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances,  
8 assets, expenditures, and income;

9 (2) Effective internal controls to safeguard assets and assure their proper use;

10 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

11 (4) Source documentation to support accounting records; and

12 (5) Proper charging of costs and cost allocation.

13 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

14 (1) Permit preparation of required reports;

15 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have  
16 not been used in violation of the applicable restrictions on the use of such funds; and

17 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as  
18 stand-in costs) that are otherwise allowable except for funding limitations.

19 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

20 (1) the Act;

21 (2) 20 C.F.R. Part 667; and

22 (3) State implementing legislation.

23 **30. ANNUAL AUDIT**

24 CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public  
25 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the  
26

Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

**31. ACCESS AND RECORDS**

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to

which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

### 32. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

### 33. MUTUAL INDEMNIFICATION

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.

(a) 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.

(b) 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.

34. **INSURANCE**

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

(b) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(c) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

(d) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.



(e) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(f) Required Endorsements: The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

(1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(3) 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.

(4) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

(g) All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

(h) The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

(i) 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.

(j) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(k) 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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

(l) 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 County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

(m) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**35. 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).

**36. INTELLECTUAL PROPERTY**

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,

1 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is  
2 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions  
3 applicable to COUNTY in the third-party's license agreement.

4 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining  
5 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third  
6 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or  
7 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms  
8 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through  
9 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to  
10 assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or  
11 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or  
12 indirectly from this Agreement or any subcontract.

13 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this  
14 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of  
15 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and  
16 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for  
17 customized and on-the-job training as authorized under 20 CFR 663.700-730.

18 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable  
19 respects, and execute all documents and, subject to reasonable availability, give testimony and take all  
20 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual  
21 Property rights and interests.

22 (c) Retained Rights/License Rights.

23 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by  
24 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR  
25 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior  
26 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional

1 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-  
 2 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and  
 3 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to  
 4 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the  
 5 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and  
 6 interest in the Intellectual Property as set forth herein.

7 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using  
 8 any ideas, concepts, know-how, methodology or techniques related to its performance under this  
 9 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,  
 10 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any  
 11 provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law  
 12 relating to confidentiality.

13 (d) Copyright.

14 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in  
 15 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in  
 16 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire."  
 17 CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with  
 18 the performance of this Agreement will be a "work made for hire," whether that person is an employee of  
 19 CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work.  
 20 CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for  
 21 CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall  
 22 assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or  
 23 reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this  
 24 Agreement.

25 (2) All materials, including, but not limited to, computer software, visual works or text,  
 26 reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived,

1 derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly  
2 from this Agreement may not be reproduced or disseminated without prior written permission from  
3 COUNTY.

4 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this  
5 Agreement, which did not result from research and development specifically included in the Agreement's  
6 scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty  
7 four (c) for devices or material incorporating, or made through the use of such inventions. If such  
8 inventions result from research and development work specifically included within the Agreement's scope  
9 of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,  
10 title and interest in and to such inventions and to assist COUNTY in securing United States and foreign  
11 patents with respect thereto.

12 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its  
13 performance of this Agreement shall not be dependent upon or include any Intellectual Property of  
14 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting  
15 to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-  
16 four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective  
17 date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that  
18 the Intellectual Property should be included in or is required for CONTRACTOR's performance of this  
19 Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

20 (g) Warranties.

21 (1) CONTRACTOR represents and warrants that:

22 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its  
23 performance of this Agreement.

24 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either  
25 Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell,  
26 import, export, modification, public and private display/performance, distribution, and disposition of the

Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.



(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the

replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### 37. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

### 38. 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.

### 39. 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](http://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.

**40. 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.

**41. 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.

**42. 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.

**43. 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."

**44. 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.

**45. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

**46. TOTAL AGREEMENT**

This Agreement, together with Exhibits A - L, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein.

CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**47. CHILD SUPPORT ENFORCEMENT**

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

**48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

**49. NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY:	OC Community Resources
	OC Community Services / Community Investment Division
	1300 South Grand Avenue
	Building "B"
	Santa Ana, California 92705
CONTRACTOR:	Coast Community College District
	1370 Adams Ave.
	Costa Mesa, CA 92626

1 **50. GOVERNING LAW AND VENUE**

2 This Agreement has been negotiated and executed in the state of California and shall be governed  
3 by and construed under the laws of the state of California. In the event of any legal action to enforce or  
4 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in  
5 Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such  
6 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to  
7 waive any and all rights to request that an action be transferred for trial to another County.

8 **51. WAIVER**

9 No delay or omission by either party hereto to exercise any right or power accruing upon any  
10 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair  
11 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of  
12 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be  
13 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein  
14 contained.

15 **52. PUBLICITY**

16 Information and solicitations, prepared and released by CONTRACTOR, concerning the services  
17 provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of  
18 Orange and the Orange County Workforce Investment Board.

19 **53. CALENDAR DAYS**

20 Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,  
21 respectively, unless otherwise expressly provided.  
22  
23  
24  
25  
26

**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"\*

Cost Community College District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Patterson  
Title: Board President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]



## GENERAL PROGRAM REQUIREMENTS

### 1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
  - 1. Workforce Investment Act
    - a. Workforce Investment Act of 1998
    - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
    - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
    - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

## 2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

## 3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

## **STATEMENT OF WORK (Program Year 2011-2012)**

### **I. COORDINATION**

#### **A. General Overview**

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults and Dislocated Workers. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

#### **B. Service Delivery Area**

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

1. **Services in the Northern Region** shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmore, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.

- a. Services shall also be offered through a **satellite location** at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator.

2. **Services in the Southern Region** shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

**C. One-Stop Operator Responsibilities with Partners**

**1. Mandated Partners**

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WtW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA - Title I)
- Small Business Development Centers

2. **Operating Agreements** shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;

- c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- f. A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

A copy of each Operating Agreement shall be sent to the OCWIB Administrative office. If an Operating Agreement is already on file with the OCWIB, CONTRACTOR does not need to be resubmit annually. However, if a change in service provision occurs during the program year, **CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.**

3. **Cost Sharing Agreements** shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

**CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.**

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 30, 2011. Cost Sharing Agreements shall be submitted on an annual basis.

4. **Non-Mandated (Voluntary) Partners** shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies

5. **Partner Staff Training** shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, and the identification of common resources. Contractor shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. **CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2011.**

6. **Quarterly Partner Meetings** shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. **CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWIB Administrative Offices by July 31, 2011. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.**
7. **Manager's Stakeholder Meetings** with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys **CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2011. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.**
8. **One-Stop Center Monthly Activities Report** shall include a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. **CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**
9. **One-Stop Tours** shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. **CONTRACTOR shall submit a standard tour script to the OCWIB Administrative office by July 31, 2011.**

## **II. SERVICE STANDARDS**

### **A. Hours of Operation and Schedules**

1. **Operational hours** shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with co-located partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays. Workshops and other activities shall also be scheduled during these hours.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

2. **Holiday operation schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County Holidays	
Independence Day	Christmas Eve
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

3. **A Manager-in Charge (MIC)** must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. **A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2011.**

**B. General Staffing Requirements**

1. There shall be the requisite number of staff hired to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval.
2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.



4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.
5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified bilingual staff in public contact positions' and translate documents explaining available services in their clients' language.

**C. Workforce Professional Staffing Requirements**

1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
  - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a resume for every enrolled participant;
  - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;

- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30));
  - h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
  - i. Develop relationships with all training providers;
  - j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
  - k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
  - l. Provide job development and assist participants in job placement;
  - m. Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
5. All current Workforce Specialists shall attain Professional Certification, through a course identified by the OCWIB, no later than December 31, 2011. New staff shall complete the training within six (6) months of hire. **Proof of certification shall be submitted to the OCWIB Administrative Office by December 31, 2011.**
6. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

**D. Caseload Requirements**

- 1. CONTRACTOR shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
- 2. Workforce Specialists who are only providing case management services shall maintain a caseload of 100:1; those who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties of each staff are requested in section J, below.
- 3. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

#### **4. Carry-Ins**

- a. Of the WIA participants carried forward from the previous contract term (PY 2010-11), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2012. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2012.
- b. CONTRACTOR may carry forward to PY 2012-13 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than three (3) consecutive years.

#### **E. Website**

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. **The website shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

#### **F. Communication, Distributed Material, and Postings**

1. All outreach and recruitment materials shall be submitted to the OCWIB Administrative office for approval. **All published material shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-

800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]

5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:  
**'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'.** [29 CFR Part 37], WSD10-1, 10-OCWDA-08]

CONTRACTOR shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

**'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]**

7. CONTRACTOR shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].

#### **G. Internal Monitoring**

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

1. CONTRACTOR shall review **ten percent (10%)** of the active caseload on a **monthly** basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. **Following the completion of each internal monitoring, CONTRACTOR shall submit a copy of any findings identified and the proposed corrective action to the OCWIB Administrative office.**

2. CONTRACTOR shall adopt a performance evaluation database that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.
3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

#### **H. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled participant. At a minimum, the case file shall include documentation of the following:
  - Program eligibility/determination of need;
  - Participant signature evidence of EO and programmatic grievance forms
  - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
  - All MIS forms as outlined in Section V of this Exhibit;
  - Initial and/or Comprehensive Assessments, as applicable;
  - IEP, including all updates of services provided and completed;
  - Completed resume within three weeks of IEP;
  - Approved ITA voucher (if applicable);
  - Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
  - Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information** relating to services received by WIA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
3. **Security**: CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

**I. Customer Service and Client Satisfaction**

1. CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 02-OCWDA-65. Surveys shall be available throughout the Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.
2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
6. **CONTRACTOR shall provide three (3) testimonials from any program participant to the OCWIB Administrative Office once each quarter. Examples of testimonials may be a participant success story or a letter from a client.**
7. The OCWIB will conduct an independent survey twice annually.

**J. Organizational Chart:**

1. CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
2. **CONTRACTOR shall provide the organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2011.** Job descriptions and associated assignments are subject to OCWIB approval.

3. Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.
- K. **Telephone Directory** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2011.** Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. **Physical Floor Plan** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. **CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2011.** Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

### III. **SERVICE DELIVERY**

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

#### A. **Target Population**

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

1. The general public seeking workforce services;
2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall

have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

4. Target population served by special projects include, but are not limited to Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
5. Former WIA enrollees in need of continued services including retention and follow-up.

**B. Participant Recruitment**

1. CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
  - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
  - b. Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
  - c. Veterans (not meeting above criteria): 5%
  - d. Older Workers (not meeting above criteria) : 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

2. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA and discretionary grant participants, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
3. CONTRACTOR shall ensure that recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with the mandated partners of the One-Stop Center.
4. **CONTRACTOR shall identify a location in southern-most Orange County to provide workforce services to customers residing in those regions of the County.**
5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
6. CONTRACTOR may recruit participants via any of the following:
  - a. Customers coming into the One-Stops;
  - b. Notices to other community based organizations;



- c. On-site visits by recruiters to strategic sites where target populations tend to reside;
- d. Referrals from other agencies;
- e. Intake and recruitment efforts associated with national labor exchange activities;
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
- g. Presentations to promote WIA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

**CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2011.**

**C. Universal Services**

1. **Registration** shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.
2. **Core Services** shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
  - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
  - b. Intake and orientation providing the entire range of services available;
  - c. Initial Needs/Skill Assessment;
  - d. Job search tools available in the Resource Room;
  - e. Information on community resources including supportive services;
  - f. Information on the eligibility requirements for all partner employment and training programs;
  - g. Local, regional and statewide labor market information;
  - h. Information on financial aid for education as well as scholarship opportunities;
  - i. Assistance in applying for unemployment compensation;
  - j. Information on certified education and training providers as well as local performance outcomes of service providers; and
  - k. Informational Workshops, as described below.

### 3. Resource Room

- a. **Self-Directed Activities** shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
  - b. **Staffing** shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. **CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.**
  - c. **Assistive Technology** shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
4. **Orientations** shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. **All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.**

- a. CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.
  - b. CONTRACTOR shall also describe services available to participants from co-located partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
  - c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
5. **Initial Assessments** may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
6. **Informational Workshops** shall be developed and facilitated by CONTRACTOR and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. **CONTRACTOR shall submit each workshop curriculum to the OCWIB Administrative Office by July 31, 2011.**
  - a. **Topics for Workshops** may include, but are not limited to:
    - Get to Know Your One-Stop Center
    - How to Write a Cover Letter and Resume
    - Interview Techniques and Tips
    - Discover Your Transferable Skills
    - Overcoming Barriers to Employment
    - How to Use the Internet in Your Job Search
    - Accessing the Hidden Job Market
    - Networking
    - Labor Market Information
    - Job Offer Negotiation
    - Basic Computer Skills

- Business Writing Skills
- Effective Listening
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management

b. **Master Workshop Schedule** shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop calendar and listed on the website. **CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.**

c. **Back-up Facilitator** shall always be provided by the CONTRACTOR in the event the assigned presenter is sick or otherwise unavailable (Applicable only to those Workshops provided by CONTRACTOR.). Workshops shall not be cancelled once the monthly schedule has been published.

d. **Conference Room Schedules** shall be maintained and updated weekly. **CONTRACTOR shall submit conference room schedules to the OCWIB Administrative office concurrently with the monthly workshop schedule.**

7. **Facilitated Job Clubs** (exclusive of EDD's Experience Unlimited) shall be provided by the CONTRACTOR on a monthly basis at each One-Stop Center. Job Clubs may be for high skill, high wage, dislocated workers, cluster-specific industries, or other groups identified by the OCWIB. Job Clubs shall include, but not be limited to, discussions of participant problems, ways to overcome problems, and job openings.

8. **Universal Services Monthly Report** shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. **CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

#### **D. Services for Enrolled Program Participants**

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

1. **Eligibility** for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.
  - a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
  - b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immunization and Naturalization Laws prior to referring an individual for intensive services.
  - c. CONTRACTOR shall serve the youth population not enrolled in a WIA youth program and/or shall refer them for other services, as appropriate.
  - d. CONTRACTOR shall modify services and service delivery to assist individuals with special needs.
2. **Intensive Services** shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

- a. **Comprehensive Assessment** shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 15, 2011. List shall include the name of the Tool and what it is measuring.**

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

- b. **Case Management** shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; or
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

- c. **An Individual Employment Plan (IEP)** shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25.

- d. **Resumes** shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and maintained on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
  - e. **Supportive Services** shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. CONTRACTOR shall refer WIA participants needing supportive services to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.
  - f. **Job Development and Placement** shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
  - g. **Retention and Follow-up Services** shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
3. **Training Services** shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 09-OCWDA-32. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WIA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
- a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.

- b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.
- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
- **Skill Upgrading and Retraining:** Short-term prevocational and stand-alone services which may include adult basic education, ESL, GED and basic computer literacy.
  - **Job Readiness Training:** job search skills, interviewing skills and soft skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency.
  - **Paid or Unpaid Work Experience** activities, in conjunction with the OCWIB, shall be designed to provide a planned, structured learning experience to program participants with the ultimate goal of transitioning them into non-subsidized employment. The WEX worksite may include public, private or not-for-profit organizations.
  - **Individual Training Accounts (ITAs)** shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 09-OCWDA-34.
  - **On the Job Training (OJT)** contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50 percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget. CONTRACTOR shall not enter into an agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those



provided to regular employees who have worked a similar length of time and are doing the same type of work.

4. **Customer Flow Charts** for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

**CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2011. Customer flow charts and timelines are subject to OCWIB approval.**

5. **Internal Policies and Procedures** for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be reviewed with all staff to ensure full compliance. **CONTRACTOR shall provide all Policies and Procedures to the OCWIB Administrative office by July 15, 2011.**

6. **Coordination with Business Services Provider**

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. **Rapid Response Activities** shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. **Job Listings and Referrals** shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. **Job Fairs and Hiring Events** shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.

- d. **Monthly Meetings** with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2011.**

#### **IV. SPECIAL PROGRAMS**

##### **A. Senior Community Service Employment Program (SCSEP)**

1. **Program Description:** The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.
2. **CONTRACTOR Responsibilities:**
  - a. Recruit host agencies from cluster related industries;
  - b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
  - c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
  - d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
  - e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance;
  - f. **Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency;**
  - g. Provide orientation for each participant prior to the first day at the Host Agency;
  - h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date;
  - i. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
  - j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
  - k. Maintain and update participant files and all required documents;
  - l. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
  - m. Coordinate with WIA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities;
  - n. Meet or exceed all performance outcomes as stated in Exhibit C;
  - o. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
  - p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system;

- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

**B. Disability Program Navigator (DPN)**

1. **Program Description:** The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop Center. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.
2. **CONTRACTOR Responsibilities: (pending funding availability):**
  - a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
  - b. Develop linkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
  - c. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.
  - d. Train CONTRACTOR staff on the proper use of Assistive Technologies located at the One-Stop.
  - e. Train CONTRACTOR staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial

incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.

- f. Attend regional meetings, as appropriate and relevant, to foster partnership development and enhance program effectiveness.
- g. **Submit a Quarterly performance report, in a format specified by the OCWIB, no later than the 10th day after the end of each quarter.**
- h. **Maintain tracking of individuals receiving direct assistance from the DPN.** This information shall be provided to the OCWIB no later than the **10th day after the end of each quarter.** Report should include, at minimum, the Participant's name and a brief description of the service provided.
- i. Develop a **sustainability plan** for program continuance beyond PY 11/12. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made available to Workforce Specialists for ongoing usage. **Written plan shall be submitted to the OCWIB by March 31, 2012.**

**C. CalWORKs Welfare-to-Work (WtW) Employment Services Program**

- 1. **Program Description:** The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WtW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.
  - a. **On-the Job Training (OJT)** is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.
  - b. **Work Experience (WEX)** is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.

**c. Population to be Served:** The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:

- i. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
- ii. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
- iii. Participant continues to meet financial eligibility criteria for the program;
- iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
- v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
- vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

**2. CONTRACTOR Responsibilities: (pending funding availability):**

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities;
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite;
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJT/WEX Activities. This shall consist of regular contact with both the participant and the employer;
- e. CONTRACTOR shall consult with the WtW Case Manager on a regular basis. Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and

- h. **CONTRACTOR** shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. **Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.**

## **V. PERFORMANCE**

- A. **Performance Measures:** Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. **CONTRACTOR** shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. **CONTRACTOR** shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. **MIS Submission/Reporting:** **CONTRACTOR** shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.
1. **CONTRACTOR** shall submit timely MIS paperwork for all participant activities for input into the JTA system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  2. **CONTRACTOR** shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
  3. **CONTRACTOR** shall only submit original forms. No faxed or e-mailed paperwork will be accepted;
  4. **CONTRACTOR** shall review and approve all paperwork submitted to the OCWIB;
  5. **CONTRACTOR** shall comply with the Common Measures as defined in TEGL 17-05. MIS forms claiming unsubsidized placements shall be processed within five (5) working days of learning about the customer's unsubsidized placement;
  6. **CONTRACTOR** shall comply with Data Verification requirements listed in OCWIB Policy 10-OCWDA-04 and EDD state Directive WSD 09-18 and any subsequent updates.
- C. **ITA Vouchers** shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.
- D. **Follow-up Forms** shall be required for Quarters 1, 2 and 3 following participant exit (and in the 4th quarter if it leads to a positive outcome).
1. **Supplemental Income:** If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. **CONTRACTOR**

shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.

- E. Gaps in Service Delivery:** CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGl 17-05 and the provisions set forth in this Exhibit.
- F. Corrective Action Plans:** Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
  4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

**G. Invoices**

1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
2. Invoice templates shall be provided by the OCCR Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

**VI. DELIVERABLES**

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners [p. 2]	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner [p. 3]	September 30, 2011
Schedule of Partner Staff Training [p. 4]	July 31, 2011
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2011
Schedule of Quarterly Manager's Stakeholder Meetings [p. 5]	July 31, 2011
One-Stop Center Activities Reports [p. 5]	10th day after the end of each month
One-Stop Tour Script [p. 5]	July 31, 2011
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Manager In Charge and Holiday Staffing Schedule [p. 6]	December 10, 2011
Proof of Workforce Certification [p. 7]	December 31, 2011
Summary of Findings and Corrective Action Plans for all Internal Monitoring [p. 10]	Monthly, within 7 days of completion
Three (3) Testimonials from Program Participants [p. 12]	Quarterly
Organizational Chart [p. 12]	July 31, 2011
Telephone Directory [p. 13]	July 31, 2011
Physical Floor Plan [p. 13]	July 31, 2011
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Recruitment Plan [p. 14]	August 31, 2011
Informational Workshop Curricula [p. 17]	July 31, 2011
Master Workshop and Events Calendar [p. 18]	Last day of the preceding month
Conference Room Schedules [p. 18]	Last day of the preceding month
Universal Services Monthly Reports [p. 18]	10th day after the end of each month
List of Comprehensive Assessment Tools [p. 19]	July 15, 2011
Customer Flow Chart [p. 23]	July 31, 2011
Internal Policies and Procedures [p. 23]	July 15, 2011
List of Scheduled Meetings with Business Services [p. 24]	July 31, 2011
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
SCSEP Payroll Spreadsheets [p. 24]	Bi-monthly, per established schedule
DPN Quarterly Report [p. 25]	10th day after the end of each quarter
DPN Tracking Sheet [p. 25]	10th day after the end of each quarter



DPN Sustainability Plan [p. 25]	March 31, 2012
OJT/WEX Status Report [p. 26]	10th day after the end of each month
<b>V. PERFORMANCE</b>	<b>Due Date</b>
MIS Forms [p. 28]	As specified by OCWIB Policy
ITA Vouchers [p. 28]	As specified by OCWIB Policy
Follow Up Forms [p. 28]	As specified by OCWIB Policy
Supplemental Data, as applicable [p. 28]	As Specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 29]	As directed by OCWIB Staff
Invoices [p. 29]	20 <sup>th</sup> of each month

CCCD, One-Stop Center - Southern Region  
WIA PERFORMANCE  
Disadvantaged Adult Program, PY 2011-12

Cumulative

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. New Enrollments	12	24	36	56	76	96	110	125	136	144	152	161
B. WIA Carryovers from PY 2010-11	187	187	187	187	187	187	187	187	187	187	187	187
C. Total Enrollments (A+B=C)	199	211	223	243	263	283	297	312	323	331	339	348

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. WIA Registered Core Enrollments	199	211	223	243	263	283	297	312	323	331	339	348
B. WIA Intensive Enrollments	129	137	145	158	171	184	193	203	210	215	220	226
C. WIA Training Enrollments	50	53	56	61	66	71	74	78	81	83	85	87

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. Total Exits	16 <sup>1</sup>	35	47	63	82	99	118	141	156	165	177	184
A. 1. Exits of Carryovers from PY 2010-11	16	35	47	63	82	94	110	129	141	147	154	159
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	5	8	12	15	18	23	25
B. Entry into Unsubsidized Employment <sub>1</sub> B=A*(.755) Q1 after exit	12	26	35	48	62	75	89	106	118	125	134	139
C. Retention in Unsubsidized Employment at six months <sub>2</sub> C=B*(.815) Q2 and Q3 after exit	10	22	29	39	50	61	73	87	96	102	109	113
D. Average Earnings in six months <sub>3</sub> (\$15,000)	\$15,000											

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
Disadvantaged Adult Program	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Total Exiters	04/01/11 to 03/31/12
Adult Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

CCCD, One-Stop Center - Southern Region  
WIA PERFORMANCE  
Dislocated Worker Program, PY 2011-12

Cumulative

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. New Enrollments	30	58	86	126	166	206	236	264	292	320	330	343
B. WIA Carryovers from PY 2010-11	381	381	381	381	381	381	381	381	381	381	381	381
C. Total Enrollments (A+B=C)	411	439	467	507	547	587	617	645	673	701	711	724

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. WIA Registered Core Enrollments	411	439	467	507	547	587	617	645	673	701	711	724
B. WIA Intensive Enrollments	267	285	303	330	356	381	401	419	437	456	462	471
C. WIA Training Enrollments	103	110	117	127	137	147	154	161	168	175	178	181

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. Total Exits	37	80	95	141	177	201	241	280	316	333	350	369
A. 1. Exits of Carryovers from PY 2010-11	37	80	95	141	177	191	223	254	286	298	310	324
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	10	18	26	30	35	40	45
B. Entry into Unsubsidized Employment <sub>1</sub> B=(A)*(.79)    Q1 after exit	29	63	75	111	140	158	190	221	249	263	277	291
C. Retention in Unsubsidized Employment at six months <sub>2</sub> C=B*(.835)    Q2 and Q3 after exit	24	53	63	93	117	132	159	185	208	220	231	243
D. Average Earnings in six months <sub>3</sub> (\$16,700)	\$16,700											

1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Total Exiters	04/01/11 to 03/31/12
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

**Description of Adult Common Measures**  
(TEGL 17-05)

**Entered Employment**

*Of those who are not employed  
at date of participation:*

# of participants who are employed  
in the first quarter after the exit quarter

**DIVIDED BY**

# of participants who exit during the quarter

**Employment Retention**

*Of those who are employed in the  
first quarter after the exit quarter:*

# of participants who are employed in  
both the second and the third quarters  
after the exit quarter

**DIVIDED BY**

# of participants who exit during the quarter

**Average Earnings**

*Of those who are employed in the  
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

**PLUS**

Total earnings in the third quarter after the exit quarter

**DIVIDED BY**

# of participants who exit during the quarter

<b>SCSEP PERFORMANCE MEASURES/GOALS, PY 2011-12</b> (Numbers are System-wide (North + South))		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Modified Positions	Total number of modified positions	101
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 101=102)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	34.9%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	56%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.4

<b>ADDITIONAL PERFORMANCE MEASURES/GOALS</b>		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2011
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies  ACSI (American Customer Satisfaction Index)	As prescribed by the state

# WIA Budget

## Orange County One-Stop Center-Southern Region

### FY 11/12

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	<b>Operations Activities:</b>				
	Salaries	56,545	184,580	61,526	302,651
	Benefits	32,661	88,715	29,572	150,948
	Monthly Rent	38,191	25,221	8,647	72,059
	Lease Termination Cost	12,168	8,035	2,755	22,958
	Staff Training				-
	Printing	1,855	1,225	420	3,500
	Publications/Marketing Material				-
	Utilities	7,978	5,269	1,806	15,053
	Meetings / Conferences	636	420	144	1,200
	Telephone	1,844	1,218	418	3,480
	Equipment (under \$5,000)				-
	Equipment Lease	3,974	2,625	900	7,499
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies	1,855	1,225	420	3,500
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		900	300	1,200
	Other:	1,707	1,127	387	3,221
	<b>Operations Related Activities Subtotal</b>	<b>159,414</b>	<b>320,560</b>	<b>107,295</b>	<b>587,269</b>
	<b>Direct Client Related Activities:</b>				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	<b>Other - Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>159,414</b>	<b>320,560</b>	<b>107,295</b>	<b>587,269</b>
ADMINISTRATION	<b>Administration:</b>				
	Salaries		944	314	1,258
	Benefits		456	152	608
	Other: Indirect	9,458	6,246	2,141	17,845
	Other:				-
	<b>Other Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>9,458</b>	<b>7,646</b>	<b>2,607</b>	<b>19,711</b>
	<b>Grand Total</b>	<b>168,872</b>	<b>328,206</b>	<b>109,902</b>	<b>606,980</b>



# WIA Budget

## Orange County One-Stop Center-Southern Region

### FY 11/12

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	<b>Operations Activities:</b>				
	Salaries	56,545	444,981	132,916	634,442
	Benefits	32,661	212,908	63,596	309,165
	Monthly Rent	71,568	59,640	17,893	149,101
	Lease Termination Cost	22,374	18,645	5,593	46,612
	Staff Training				-
	Printing	1,752	1,460	438	3,650
	Publications/Marketing Material				-
	Utilities	14,951	12,459	3,737	31,147
	Meetings / Conferences	768	640	192	1,600
	Telephone	3,456	2,880	864	7,200
	Equipment (under \$5,000)				-
	Equipment Lease	7,448	6,207	1,862	15,517
	Insurance				-
	Professional Memberships	720	600	180	1,500
	Subscriptions	648	540	162	1,350
	Postage	360	300	90	750
	Office Supplies	2,435	2,029	608	5,072
	Consultant/Subcontract (under \$11,000)				-
	Consultant/Subcontract (over \$11,000)				-
	Travel / Mileage		1,232	368	1,600
	Other:	2,256	1,880	564	4,700
	<b>Operations Related Activities Subtotal</b>	<b>217,942</b>	<b>766,401</b>	<b>229,063</b>	<b>1,213,406</b>
	<b>Direct Client Related Activities:</b>				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	<b>Other - Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>217,942</b>	<b>766,401</b>	<b>229,063</b>	<b>1,213,406</b>
ADMINISTRATION	<b>Administration:</b>				
	Salaries		2,906	868	3,774
	Benefits		1,404	420	1,824
	Other: Indirect	17,724	14,770	4,430	36,924
	Other:				-
	<b>Other Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>17,724</b>	<b>19,080</b>	<b>5,718</b>	<b>42,522</b>
<b>Grand Total</b>		<b>235,666</b>	<b>785,481</b>	<b>234,781</b>	<b>1,255,928</b>

# WIA Budget

## Orange County One-Stop Center-Southern Region

### FY 11/12

	ADDITIONAL FUNDING	Budget SCSEP-OC
PROGRAM	<b>Operations Activities:</b>	
	Salaries	32,238
	Benefits	16,909
	Office Supplies	401
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other:	
	<b>Operations Related Activities Subtotal</b>	<b>49,548</b>
	<b>Direct Client Related Activities:</b>	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>49,548</b>
ADMINISTRATION	<b>Administration:</b>	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	<b>Administration Subtotal</b>	<b>-</b>
	<b>Grand Total</b>	<b>49,548</b>

# **ORANGE COUNTY ONE STOP CENTER - Southern Region FY 11-12 EXPENDITURE PLAN**

## **Adult**

### **COST CATEGORIES**

#### **PROGRAM**

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Utilities
- 9 Meeting / Conferences
- 11 Telephone
- 11 Equipment :under \$5,000
- 12 Equipment Lease
- 13 Insurance
- 14 Professional Memberships
- 15 Subscriptions
- 16 Postage
- 17 Office Supplies
- 18 Consultant/Subcontract (under \$11,000)
- 19 Consultant/Subcontract (over \$11,000)
- 20 Travel/Mileage
- 21 Other:
- 22 Participant Wages & Benefits
- 23 Employer Reimbursement/OJT
- 24 Participant Training Cost
- 25 Participant Supportive Services
- 26 Other:

#### **ADMINISTRATION**

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/11- 9/30/11	10/1/11- 12/31/11	1/1/12- 3/31/12	4/1/12- 6/30/12	
75,663	75,663	75,663	75,662	302,651
37,737	37,737	37,737	37,737	150,948
18,015	18,015	18,015	18,014	72,059
			22,958	22,958
-	-	-	-	-
525	875	1,225	875	3,500
-	-	-	-	-
3,763	3,763	3,763	3,764	15,053
180	300	420	300	1,200
870	870	870	870	3,480
	-	-	-	-
1,875	1,875	1,875	1,874	7,499
				-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
525	875	1,225	875	3,500
-	-	-	-	-
				-
240	360	360	240	1,200
483	805	1,127	806	3,221
-	-	-	-	-
				-
				-
315	315	315	313	1,258
152	152	152	152	608
				-
5,595	5,646	5,691	913	17,845
				-
				-
<b>145,938</b>	<b>147,251</b>	<b>148,438</b>	<b>165,353</b>	<b>606,980</b>

**GRAND TOTAL**

# **ORANGE COUNTY ONE STOP CENTER - Southern Region FY 11-12 EXPENDITURE PLAN**

## **Dislocated Workers**

### **COST CATEGORIES**

#### **PROGRAM**

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Utilities
- 9 Meeting / Conferences
- 11 Telephone
- 11 Equipment :under \$5,000
- 12 Equipment Lease
- 13 Insurance
- 14 Professional Memberships
- 15 Subscriptions
- 16 Postage
- 17 Office Supplies
- 18 Consultant/Subcontract (under \$11,000)
- 19 Consultant/Subcontract (over \$11,000)
- 20 Travel/Mileage
- 21 Other:
- 22 Participant Wages & Benefits
- 23 Employer Reimbursement/OJT
- 24 Participant Training Cost
- 25 Participant Supportive Services
- 26 Other:

#### **ADMINISTRATION**

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/11- 9/30/11	10/1/11- 12/31/11	1/1/12- 3/31/12	4/1/12- 6/30/12	
158,611	158,611	158,611	158,609	<b>634,442</b>
77,291	77,291	77,291	77,292	<b>309,165</b>
37,275	37,275	37,275	37,276	<b>149,101</b>
			46,612	<b>46,612</b>
-	-	-	-	-
548	913	1,278	911	<b>3,650</b>
-	-	-	-	-
7,787	7,787	7,787	7,786	<b>31,147</b>
240	400	560	400	<b>1,600</b>
1,800	1,800	1,800	1,800	<b>7,200</b>
	-	-	-	-
3,879	3,879	3,879	3,880	<b>15,517</b>
				-
225	375	525	375	<b>1,500</b>
203	338	473	336	<b>1,350</b>
113	188	263	186	<b>750</b>
761	1,268	1,775	1,268	<b>5,072</b>
-	-	-	-	-
				-
320	480	480	320	<b>1,600</b>
705	1,175	1,645	1,175	<b>4,700</b>
-	-	-	-	-
				-
944	944	944	942	<b>3,774</b>
456	456	456	456	<b>1,824</b>
				-
11,590	11,671	13,663		<b>36,924</b>
				-
				-
<b>302,748</b>	<b>304,851</b>	<b>308,705</b>	<b>339,624</b>	<b>1,255,928</b>

**GRAND TOTAL**

# **ORANGE COUNTY ONE STOP CENTER - Southern Region FY 11-12 EXPENDITURE PLAN**

## **SCSEP**

### **COST CATEGORIES**

#### **PROGRAM**

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Consultant/Subcontract (under \$11,000)
- 5 Consultant/Subcontract (over \$11,000)
- 6 Travel/Mileage
- 7 Other:
- 8 Participant Wages & Benefits
- 9 Employer Reimbursement/OJT
- 11 Participant Training Cost
- 11 Participant Supportive Services
- 12 Other:

#### **ADMINISTRATION**

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

#### **GRAND TOTAL**

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/11- 9/30/11	10/1/11- 12/31/11	1/1/12- 3/31/12	4/1/12- 6/30/12	
8,060	8,060	8,060	8,058	32,238
4,227	4,227	4,227	4,228	16,909
60	100	140	101	401
				-
				-
				-
-	-	-	-	-
				-
				-
				-
				-
				-
				-
12,347	12,387	12,427	12,387	49,548

Name	Position Title*	Salary	Full Time Equivalent	Percent of Time Charged To:							Total
				WIA Adult	WIA Dislocated Worker	SCSEP	VEAP 15%	DPN	Non-WIA Contract		
	Director	140,811	0%								0%
	Supervisor	71,692	100%	30%	70%						100%
	Supervisor	71,692	100%	30%	70%						100%
	Admin Director	104,624	0%								0%
	Program Direct	79,432	100%	10%	40%						50%
	Workforce Specialist	53,730	100%	29%	69%		2%				100%
	Workforce Specialist	54,094	100%	29%	69%		2%				100%
	WIA Support Clerk	44,653	100%	25%	25%						50%
	Workforce Specialist	53,366	100%	29%	69%		2%				100%
	Eligibility Tech	49,178	100%	25%	25%						50%
	Workforce Specialist	45,947	100%	29%	69%		2%				100%
	Admin Specialist	56,041	100%	20%	35%						55%
	Workforce Specialist	54,094	100%	29%	69%		2%				100%
	WIA Support Clerk	45,017	100%	50%	50%						100%
	Workforce Specialist	49,463	100%	29%	69%		2%				100%
	Workforce Specialist	54,094	100%	29%	69%		2%				100%
	Workforce Specialist	53,002	100%	29%	69%		2%				100%
	WIA Support Clerk	45,745	100%	50%	50%						100%
	Accounting Analyst	76,629	100%	20%	60%						80%
	Workforce Specialist	44,168	100%	29%	69%		2%				100%
	Workforce Specialist	53,730	100%	12%	26%	60%	2%				100%
	Budget/Office Clerk	49,178	100%	20%	60%						80%
	Workforce Specialist	53,730	100%			30%			70%		100%
	Office Asst.	19,754	100%								0%
	Office Asst.	19,754	100%								0%
		1,443,618	2300%	553%	1132%	90%	20%	0%	70%	0%	1865%

**Exhibit E**  
**DRUG FREE WORKPLACE CERTIFICATION**

**Company/Organization Name:**

Coast Community College District

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.*

Jerry Patterson

Official's Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

**Exhibit F**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson

Name

Board President

Title

\_\_\_\_\_  
Authorized Signature



## **DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Exhibit G**  
**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Coast Community College District  
Grantee/Contractor Organization

Jerry Patterson  
Name

Board President  
Title

\_\_\_\_\_  
Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**Exhibit H**  
**INSTRUCTIONS FOR COMPLETION OF**  
**SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.  
Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<b>1. Type of Federal Actions:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  For material change only: Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity</b> Prime Subawardee  Tier _____ if known  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee:</b> Enter Name and Address of Prime:   Congressional District, if known: _____
<b>6. Federal Department / Agency:</b> _____	<b>7. Federal Program Name/Description</b> _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):   (attach Continuation Sheets SF-LLL-A, if necessary)	<b>10b. Individual Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):   _____	
<b>11. Amount of Payment (check all that apply):</b>  \$      Actual                  Planned	<b>13. Type of Payment (check all that apply)</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind: specify: nature: _____ value: _____		
<b>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:</b>  _____		
<b>15. Continuation sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352.</b> 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.		Signature: _____ Print Name: Jerry Patterson Title: Board President Telephone No: (714) 438-4607 Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

**Exhibit I**  
**DISTRICT ATTORNEY**  
**CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

**DISTRICT ATTORNEY  
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that Coast Community College District is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

Jerry Patterson  
Name

Board President  
Title

\_\_\_\_\_  
Authorized Signature

**Exhibit J**  
**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://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





**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

July 1, 2010

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

**POLICY AND PROCEDURES:**

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Benefit plan and calculation of benefit
  - e. Employer-employee contract for non-customary benefits
  - f. Purchase orders, invoices, and receipts
  - g. Cashed checks
  - h. Check register
  - i. Consultant/sub-contractor invoices (with description of services)
  - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
  - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000

7. The following is required with the first month's invoice:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:  
***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
10. Demand letter or invoice, along with supporting documentation shall be submitted to:  
OC Community Resources Accounting  
1300 S. Grand, Building B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92702

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:**

Inquiries may be directed to the following:

- Win Swe: 714-567-7481 or [win.swe@occr.ocgov.com](mailto:win.swe@occr.ocgov.com)
- OOA - Eric Takanishi: 714-567-7430 or [eric.takanishi@occr.ocgov.com](mailto:eric.takanishi@occr.ocgov.com)
- WIA – Yolanda Vazquez: 714-567-7484 or [Yolanda.vazquez@occr.ocgov.com](mailto:Yolanda.vazquez@occr.ocgov.com)
- H&CD – Cathy Tran: 714-567-7482 or [cathy.tran@occr.ocgov.com](mailto:cathy.tran@occr.ocgov.com)



## Orange County Workforce Investment Board

### Authorized Signature Form

**Contractor:** Coast Community College District

The documents identified below required authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Please note only one signature is required for document 2, 3, and 4. **Notification of any changes in authorized signatures is the responsibility of the Contractor.** Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	<b>Contracts and Amendments Over 10%</b> (2 signatures are required if corporation)		
2.	<b>Amendments</b> (within the 10% Provision)		
3.	<b>Budget Line Item Modifications</b> (without total funding increase or decrease)		
4.	<b>Invoices/Vouchers</b>		

**Note:** 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.





**WIA COST REIMBURSEMENT AGREEMENT**

**County of Orange**

**FUNDING SOURCES: 100% FEDERAL**

**AGREEMENT #: 16-N-12**

**CFDA: 17.258 WIA Adult Programs      Funding Agency: Department of Labor**

**17.278 WIA Dislocated Worker Formula Grants      Funding Agency: Department of Labor**

**17.235 SCSEP      Funding Agency: Department of Labor**

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## **SIGNATURES**

## **EXHIBITS**

- A. General Program Requirements
- B. Statement of Work
- C. Performance Standards and Matrix
- D. Budget Schedule
- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements
- K. OC Community Resources Contract Reimbursement Policy
- L. Authorized Signature Form



This WIA Cost Reimbursement Agreement ( "AGREEMENT") by and between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties", consists of fifty-three (53) sections and the following twelve (12) Exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, K. OC Community Resources Contract Reimbursement Policy, and L. Authorized Signature Form.

**WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

**WHEREAS**, 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 24, 2011 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed one million nine hundred twelve thousand four hundred fifty six dollars (\$1,912,456) to engage CONTRACTOR to carry out certain program services; 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. ADMINISTRATION OF AGREEMENT**

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.

**2. PURPOSE**

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

**3. TERM**

The effective term of this Agreement shall commence on July 1, 2011 and terminate on June 30, 2012 subject to the provisions of this Agreement; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

**4. 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.

# **5. STATEMENT OF WORK**

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

# **6. SERVICES**

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies as provided herein, constitute grounds for COUNTY to reduce the level of payment otherwise provided of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Except for Section 4 of the Agreement, any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR

**7. 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 as provided 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.

**8. TERMINATION**

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

**9. COMPLIANCE WITH LAW**

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

#### **10. COMPLIANCE WITH COUNTY WIA POLICIES AND PROCEDURES**

CONTRACTOR shall comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment, referral, and internal monitoring of compliance with provisions of this Agreement. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

#### **11. PERFORMANCE STANDARDS**

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the

Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

**12. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", and "C" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Exhibits "A", "B", and/or "C" then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

(a) CONTRACT ADMINISTRATOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this Agreement, including, 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 and CONTRACT ADMINISTRATOR shall make a good faith effort to reach 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 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 the Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

- (ii) It does not materially change the terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

### 13. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.



1 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section  
2 of the Agreement in all subcontracts to perform work under this Agreement.

3 (5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement  
4 to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

5 (6) CONTRACTOR shall furnish any and all information requested by CONTRACT  
6 ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to  
7 books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-  
8 discrimination requirements.

9 **14. CONFIDENTIALITY**

10 (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where  
11 applicable, maintain the confidential nature of information provided to it concerning participants in  
12 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to  
13 COUNTY, the State of California and/or the United States Government or their representatives, all records  
14 requested for administrative purposes, including audit, examinations, monitoring and verification of reports  
15 submitted by CONTRACTOR, costs incurred and services rendered hereunder.

16 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff  
17 who may provide services to CONTRACTOR under this Agreement to sign an agreement with  
18 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of  
19 any and all materials and information with which they may come into contact, or the identities or any  
20 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR  
21 by COUNTY, except as may be required to provide services under this Agreement or to those specified in  
22 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit.  
23 CONTRACTOR shall provide reports and any other information required by COUNTY in the administration  
24 of this Agreement, and as otherwise permitted by law.

25 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the  
26 confidentiality requirements of this Agreement.

15. **INSTRUCTORS**

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

16. **EQUIPMENT**

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

#### 17. **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 in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected. COUNTY will notify CONTRACTOR of any deficiencies and will provide technical assistance to CONTRACTOR to make necessary corrections.

#### 18. **REPORTS**

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to

this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

**19. BUDGET SCHEDULE**

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth

**20. MODIFICATION OF BUDGET SCHEDULE**

(a) Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

(b) CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

**21. PAYMENTS BY COUNTY**

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2012, and that any and all funds remaining as of June 30, 2012, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30)

1 days of the expiration or earlier termination of the Agreement as provided herein. No expense of  
2 CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2012. No CONTRACTOR  
3 expenses shall be paid if billing is received by COUNTY after July 31, 2012.

4 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in  
5 accordance with the following payment schedule:

6 (a) Monthly Payments. Beginning August 1, 2011, upon receipt and approval by OC Community  
7 Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's  
8 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's  
9 invoice so long as the total payments under this Agreement do not exceed one million nine hundred twelve  
10 thousand four hundred fifty six dollars (\$1,912,456).

11 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be  
12 made more frequently than monthly, but such payments shall always be in arrears and not in advance of  
13 the provision of services by CONTRACTOR.

14 (c) Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only.  
15 CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on  
16 August 1, 2011, and must provide adequate documentation as required by COUNTY in accordance with  
17 the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by  
18 reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to  
19 withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to  
20 CONTRACTOR, until such documentation has been received and approved by COUNTY.

## 21 **22. PROGRAM INCOME**

22 COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income  
23 earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the  
24 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of  
25 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.  
26

1 It is mutually understood that the State or Federal agency responsible for providing the funding for  
2 this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated  
3 as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the  
4 following:

- 5 (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program  
6 Income;
- 7 (b) Set-up and maintain a separate bank account for any proposed Program Income and account  
8 for any and all such income received; and
- 9 (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than  
10 thirty (30) days from the date of receipt; record the amount received on internal financial records; and  
11 indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

12 CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed  
13 Program Income to the appropriate State and/or Federal agencies for approval.

14 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as  
15 CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the  
16 responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the  
17 use of the funds.

18 CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or  
19 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy  
20 statements and/or instructions.

21 **23. PELL GRANTS/HEA TITLE IV**

22 If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell  
23 Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with  
24 CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance  
25 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT  
26

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.

**24. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

**25. SUBCONTRACTS**

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

1 **26. NO SUPPLANTATION**

2 CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes  
3 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim  
4 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its  
5 obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not  
6 use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or  
7 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or  
8 COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

9 **27. EMPLOYEE ELIGIBILITY VERIFICATION**

10 The Contractor warrants that it fully complies with all Federal and State statutes and regulations  
11 regarding the employment of aliens and others and that all its employees performing work under this  
12 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The  
13 Contractor shall obtain, from all employees performing work hereunder, all verification and other  
14 documentation of employment eligibility status required by Federal or State statutes and regulations  
15 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as  
16 they currently exist and as they may be hereafter amended. The Contractor shall retain all such  
17 documentation for all covered employees for the period prescribed by the law. The Contractor shall  
18 indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents,  
19 officers, and employees from employer sanctions and any other liability which may be assessed against  
20 the Contractor or the County or both in connection with any alleged violation of any Federal or State  
21 statutes or regulations pertaining to the eligibility for employment of any persons performing work under  
22 this Contract.

23 **28. ASSIGNMENT**

24 The terms, covenants, and conditions contained herein shall apply to and bind the heirs,  
25 successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement  
26 shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to



1 assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and  
2 shall constitute a breach of this contract.

3 **29. FISCAL ACCOUNTABILITY**

4 (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial  
5 management system, based upon generally accepted accounting principles. CONTRACTOR's system  
6 shall provide fiscal control and accounting procedures that will include the following:

7 (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances,  
8 assets, expenditures, and income;

9 (2) Effective internal controls to safeguard assets and assure their proper use;

10 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

11 (4) Source documentation to support accounting records; and

12 (5) Proper charging of costs and cost allocation.

13 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

14 (1) Permit preparation of required reports;

15 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have  
16 not been used in violation of the applicable restrictions on the use of such funds; and

17 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as  
18 stand-in costs) that are otherwise allowable except for funding limitations.

19 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

20 (1) the Act;

21 (2) 20 C.F.R. Part 667; and

22 (3) State implementing legislation.

23 **30. ANNUAL AUDIT**

24 CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public  
25 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the  
26

Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

**31. ACCESS AND RECORDS**

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to

which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

### 32. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

### 33. MUTUAL INDEMNIFICATION

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.

(a) 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.

(b) 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.

34. **INSURANCE**

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

(b) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(c) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

(d) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

(e) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(f) Required Endorsements: The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

(1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds. The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(3) 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.

(4) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

(g) All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

(h) The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

(i) 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.

(j) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(k) 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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

(l) 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 County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

(m) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**35. 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).

**36. INTELLECTUAL PROPERTY**

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,



1 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is  
2 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions  
3 applicable to COUNTY in the third-party's license agreement.

4 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining  
5 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third  
6 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or  
7 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms  
8 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through  
9 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to  
10 assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or  
11 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or  
12 indirectly from this Agreement or any subcontract.

13 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this  
14 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of  
15 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and  
16 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for  
17 customized and on-the-job training as authorized under 20 CFR 663.700-730.

18 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable  
19 respects, and execute all documents and, subject to reasonable availability, give testimony and take all  
20 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual  
21 Property rights and interests.

22 (c) Retained Rights/License Rights.

23 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by  
24 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR  
25 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior  
26 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional

1 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-  
 2 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and  
 3 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to  
 4 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the  
 5 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and  
 6 interest in the Intellectual Property as set forth herein.

7 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using  
 8 any ideas, concepts, know-how, methodology or techniques related to its performance under this  
 9 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,  
 10 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any  
 11 provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law  
 12 relating to confidentiality.

13 (d) Copyright.

14 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in  
 15 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in  
 16 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire."  
 17 CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with  
 18 the performance of this Agreement will be a "work made for hire," whether that person is an employee of  
 19 CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work.  
 20 CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for  
 21 CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall  
 22 assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or  
 23 reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this  
 24 Agreement.

25 (2) All materials, including, but not limited to, computer software, visual works or text,  
 26 reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived,

derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the

Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the

replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### 37. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

### 38. 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.

### 39. 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](http://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.

**40. 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.

**41. 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.

**42. 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.

**43. 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."

**44. 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.

**45. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

**46. TOTAL AGREEMENT**

This Agreement, together with Exhibits A - L, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein.

CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**47. CHILD SUPPORT ENFORCEMENT**

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

**48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

**49. NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY:	OC Community Resources
	OC Community Services / Community Investment Division
	1300 South Grand Avenue
	Building "B"
	Santa Ana, California 92705
CONTRACTOR:	Coast Community College District
	1370 Adams Ave.
	Costa Mesa, CA 92626

1 **50. GOVERNING LAW AND VENUE**

2 This Agreement has been negotiated and executed in the state of California and shall be governed  
3 by and construed under the laws of the state of California. In the event of any legal action to enforce or  
4 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in  
5 Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such  
6 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to  
7 waive any and all rights to request that an action be transferred for trial to another County.

8 **51. WAIVER**

9 No delay or omission by either party hereto to exercise any right or power accruing upon any  
10 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair  
11 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of  
12 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be  
13 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein  
14 contained.

15 **52. PUBLICITY**

16 Information and solicitations, prepared and released by CONTRACTOR, concerning the services  
17 provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of  
18 Orange and the Orange County Workforce Investment Board.

19 **53. CALENDAR DAYS**

20 Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,  
21 respectively, unless otherwise expressly provided.  
22  
23  
24  
25  
26

**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"\*

Cost Community College District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Patterson  
Title: Board President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

## **GENERAL PROGRAM REQUIREMENTS**

### **1. Project Summary:**

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
  - 1. Workforce Investment Act
    - a. Workforce Investment Act of 1998
    - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
    - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
    - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

## 2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

## 3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

## **STATEMENT OF WORK (Program Year 2011-2012)**

### **I. COORDINATION**

#### **A. General Overview**

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults and Dislocated Workers. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

#### **B. Service Delivery Area**

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

1. **Services in the Northern Region** shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmore, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.

- a. Services shall also be offered through a **satellite location** at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator.

2. **Services in the Southern Region** shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

**C. One-Stop Operator Responsibilities with Partners**

**1. Mandated Partners**

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WtW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA - Title I)
- Small Business Development Centers

2. **Operating Agreements** shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;



- c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- f. A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

A copy of each Operating Agreement shall be sent to the OCWIB Administrative office. If an Operating Agreement is already on file with the OCWIB, CONTRACTOR does not need to be resubmit annually. However, if a change in service provision occurs during the program year, **CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.**

3. **Cost Sharing Agreements** shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

**CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.**

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 30, 2011. Cost Sharing Agreements shall be submitted on an annual basis.

4. **Non-Mandated (Voluntary) Partners** shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies

5. **Partner Staff Training** shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, and the identification of common resources. Contractor shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. **CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2011.**

6. **Quarterly Partner Meetings** shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. **CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWIB Administrative Offices by July 31, 2011. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.**
7. **Manager's Stakeholder Meetings** with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys **CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2011. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.**
8. **One-Stop Center Monthly Activities Report** shall include a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. **CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**
9. **One-Stop Tours** shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. **CONTRACTOR shall submit a standard tour script to the OCWIB Administrative office by July 31, 2011.**

## **II. SERVICE STANDARDS**

### **A. Hours of Operation and Schedules**

1. **Operational hours** shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with co-located partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays. Workshops and other activities shall also be scheduled during these hours.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

2. **Holiday operation schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County Holidays	
Independence Day	Christmas Eve
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

3. **A Manager-in Charge (MIC)** must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. **A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2011.**

#### B. **General Staffing Requirements**

1. There shall be the requisite number of staff hired to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval.
2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.

4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.
5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified bilingual staff in public contact positions' and translate documents explaining available services in their clients' language.

**C. Workforce Professional Staffing Requirements**

1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
  - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a resume for every enrolled participant;
  - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;

- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30);
  - h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
  - i. Develop relationships with all training providers;
  - j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
  - k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
  - l. Provide job development and assist participants in job placement;
  - m. Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
5. All current Workforce Specialists shall attain Professional Certification, through a course identified by the OCWIB, no later than December 31, 2011. New staff shall complete the training within six (6) months of hire. **Proof of certification shall be submitted to the OCWIB Administrative Office by December 31, 2011.**
6. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

#### **D. Caseload Requirements**

- 1. CONTRACTOR shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
- 2. Workforce Specialists who are only providing case management services shall maintain a caseload of 100:1; those who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties of each staff are requested in section J, below.
- 3. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

#### **4. Carry-Ins**

- a. Of the WIA participants carried forward from the previous contract term (PY 2010-11), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2012. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2012.
- b. CONTRACTOR may carry forward to PY 2012-13 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than three (3) consecutive years.

#### **E. Website**

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. **The website shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

#### **F. Communication, Distributed Material, and Postings**

1. All outreach and recruitment materials shall be submitted to the OCWIB Administrative office for approval. **All published material shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-

800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]

5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:  
**'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'.** [29 CFR Part 37], WSD10-1, 10-OCWDA--08]

CONTRACTOR shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

**'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]**

7. CONTRACTOR shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA--08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].

#### **G. Internal Monitoring**

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

1. CONTRACTOR shall review **ten percent (10%)** of the active caseload on a **monthly** basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. **Following the completion of each internal monitoring, CONTRACTOR shall submit a copy of any findings identified and the proposed corrective action to the OCWIB Administrative office.**



2. CONTRACTOR shall adopt a performance evaluation database that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.
3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

#### **H. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled participant. At a minimum, the case file shall include documentation of the following:
  - Program eligibility/determination of need;
  - Participant signature evidence of EO and programmatic grievance forms
  - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
  - All MIS forms as outlined in Section V of this Exhibit;
  - Initial and/or Comprehensive Assessments, as applicable;
  - IEP, including all updates of services provided and completed;
  - Completed resume within three weeks of IEP;
  - Approved ITA voucher (if applicable);
  - Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
  - Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information** relating to services received by WIA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
3. **Security:** CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

**I. Customer Service and Client Satisfaction**

1. CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 02-OCWDA-65. Surveys shall be available throughout the Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.
2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
6. **CONTRACTOR shall provide three (3) testimonials from any program participant to the OCWIB Administrative Office once each quarter. Examples of testimonials may be a participant success story or a letter from a client.**
7. The OCWIB will conduct an independent survey twice annually.

**J. Organizational Chart:**

1. CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
2. **CONTRACTOR shall provide the organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2011.** Job descriptions and associated assignments are subject to OCWIB approval.

3. Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.
- K. **Telephone Directory** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. **CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2011.** Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. **Physical Floor Plan** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. **CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2011.** Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

### III. **SERVICE DELIVERY**

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

#### A. **Target Population**

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

1. The general public seeking workforce services;
2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall

have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

4. Target population served by special projects include, but are not limited to Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
5. Former WIA enrollees in need of continued services including retention and follow-up.

**B. Participant Recruitment**

1. CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
  - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
  - b. Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
  - c. Veterans (not meeting above criteria): 5%
  - d. Older Workers (not meeting above criteria) : 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

2. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA and discretionary grant participants, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
3. CONTRACTOR shall ensure that recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with the mandated partners of the One-Stop Center.
4. **CONTRACTOR shall identify a location in southern-most Orange County to provide workforce services to customers residing in those regions of the County.**
5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
6. CONTRACTOR may recruit participants via any of the following:
  - a. Customers coming into the One-Stops;
  - b. Notices to other community based organizations;

- c. On-site visits by recruiters to strategic sites where target populations tend to reside;
- d. Referrals from other agencies;
- e. Intake and recruitment efforts associated with national labor exchange activities;
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
- g. Presentations to promote WIA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

**CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2011.**

**C. Universal Services**

1. **Registration** shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.
2. **Core Services** shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
  - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
  - b. Intake and orientation providing the entire range of services available;
  - c. Initial Needs/Skill Assessment;
  - d. Job search tools available in the Resource Room;
  - e. Information on community resources including supportive services;
  - f. Information on the eligibility requirements for all partner employment and training programs;
  - g. Local, regional and statewide labor market information;
  - h. Information on financial aid for education as well as scholarship opportunities;
  - i. Assistance in applying for unemployment compensation;
  - j. Information on certified education and training providers as well as local performance outcomes of service providers; and
  - k. Informational Workshops, as described below.

### 3. Resource Room

- a. **Self-Directed Activities** shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
  - b. **Staffing** shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. **CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.**
  - c. **Assistive Technology** shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
4. **Orientations** shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. **All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.**

- a. CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.
  - b. CONTRACTOR shall also describe services available to participants from co-located partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
  - c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
5. **Initial Assessments** may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
6. **Informational Workshops** shall be developed and facilitated by CONTRACTOR and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. **CONTRACTOR shall submit each workshop curriculum to the OCWIB Administrative Office by July 31, 2011.**
- a. **Topics for Workshops** may include, but are not limited to:
- Get to Know Your One-Stop Center
  - How to Write a Cover Letter and Resume
  - Interview Techniques and Tips
  - Discover Your Transferable Skills
  - Overcoming Barriers to Employment
  - How to Use the Internet in Your Job Search
  - Accessing the Hidden Job Market
  - Networking
  - Labor Market Information
  - Job Offer Negotiation
  - Basic Computer Skills

- Business Writing Skills
- Effective Listening
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management

b. **Master Workshop Schedule** shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop calendar and listed on the website. **CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.**

c. **Back-up Facilitator** shall always be provided by the CONTRACTOR in the event the assigned presenter is sick or otherwise unavailable (Applicable only to those Workshops provided by CONTRACTOR.). Workshops shall not be cancelled once the monthly schedule has been published.

d. **Conference Room Schedules** shall be maintained and updated weekly. **CONTRACTOR shall submit conference room schedules to the OCWIB Administrative office concurrently with the monthly workshop schedule.**

7. **Facilitated Job Clubs** (exclusive of EDD's Experience Unlimited) shall be provided by the CONTRACTOR on a monthly basis at each One-Stop Center. Job Clubs may be for high skill, high wage, dislocated workers, cluster-specific industries, or other groups identified by the OCWIB. Job Clubs shall include, but not be limited to, discussions of participant problems, ways to overcome problems, and job openings.

8. **Universal Services Monthly Report** shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. **CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

**D. Services for Enrolled Program Participants**

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.



1. **Eligibility** for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.
  - a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
  - b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immunization and Naturalization Laws prior to referring an individual for intensive services.
  - c. CONTRACTOR shall serve the youth population not enrolled in a WIA youth program and/or shall refer them for other services, as appropriate.
  - d. CONTRACTOR shall modify services and service delivery to assist individuals with special needs.
2. **Intensive Services** shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

- a. **Comprehensive Assessment** shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 15, 2011. List shall include the name of the Tool and what it is measuring.**

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

- b. **Case Management** shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does *not* include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; or
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

- c. **An Individual Employment Plan (IEP)** shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25.

- d. **Resumes** shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and maintained on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
  - e. **Supportive Services** shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. CONTRACTOR shall refer WIA participants needing supportive services to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.
  - f. **Job Development and Placement** shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
  - g. **Retention and Follow-up Services** shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
3. **Training Services** shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 09-OCWDA-32. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WIA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
- a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.

- b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.
- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
- **Skill Upgrading and Retraining:** Short-term prevocational and stand-alone services which may include adult basic education, ESL, GED and basic computer literacy.
  - **Job Readiness Training:** job search skills, interviewing skills and soft skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency.
  - **Paid or Unpaid Work Experience** activities, in conjunction with the OCWIB, shall be designed to provide a planned, structured learning experience to program participants with the ultimate goal of transitioning them into non-subsidized employment. The WEX worksite may include public, private or not-for-profit organizations.
  - **Individual Training Accounts (ITAs)** shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 09-OCWDA-34.
  - **On the Job Training (OJT)** contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50 percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget. CONTRACTOR shall not enter into an agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those

provided to regular employees who have worked a similar length of time and are doing the same type of work.

4. **Customer Flow Charts** for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

**CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2011. Customer flow charts and timelines are subject to OCWIB approval.**

5. **Internal Policies and Procedures** for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be reviewed with all staff to ensure full compliance. **CONTRACTOR shall provide all Policies and Procedures to the OCWIB Administrative office by July 15, 2011.**

6. **Coordination with Business Services Provider**

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. **Rapid Response Activities** shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. **Job Listings and Referrals** shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. **Job Fairs and Hiring Events** shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.

- d. **Monthly Meetings** with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2011.**

#### **IV. SPECIAL PROGRAMS**

##### **A. Senior Community Service Employment Program (SCSEP)**

1. **Program Description:** The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.
2. **CONTRACTOR Responsibilities:**
  - a. Recruit host agencies from cluster related industries;
  - b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
  - c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
  - d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
  - e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance;
  - f. **Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency;**
  - g. Provide orientation for each participant prior to the first day at the Host Agency;
  - h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date;
  - i. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
  - j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
  - k. Maintain and update participant files and all required documents;
  - l. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
  - m. Coordinate with WIA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities;
  - n. Meet or exceed all performance outcomes as stated in Exhibit C;
  - o. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
  - p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system;

- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

**B. Disability Program Navigator (DPN)**

1. **Program Description:** The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop Center. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.
2. **CONTRACTOR Responsibilities: (pending funding availability):**
  - a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
  - b. Develop linkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
  - c. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.
  - d. Train CONTRACTOR staff on the proper use of Assistive Technologies located at the One-Stop.
  - e. Train CONTRACTOR staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial

incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.

- f. Attend regional meetings, as appropriate and relevant, to foster partnership development and enhance program effectiveness.
- g. **Submit a Quarterly performance report, in a format specified by the OCWIB, no later than the 10th day after the end of each quarter.**
- h. **Maintain tracking of individuals receiving direct assistance from the DPN.** This information shall be provided to the OCWIB no later than the **10th day after the end of each quarter.** Report should include, at minimum, the Participant's name and a brief description of the service provided.
- i. Develop a **sustainability plan** for program continuance beyond PY 11/12. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made available to Workforce Specialists for ongoing usage. **Written plan shall be submitted to the OCWIB by March 31, 2012.**

### **C. CalWORKs Welfare-to-Work (WtW) Employment Services Program**

1. **Program Description:** The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WtW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.
  - a. **On-the Job Training (OJT)** is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.
  - b. **Work Experience (WEX)** is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.



**c. Population to be Served:** The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:

- i. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
- ii. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
- iii. Participant continues to meet financial eligibility criteria for the program;
- iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
- v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
- vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

**2. CONTRACTOR Responsibilities: (pending funding availability):**

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities;
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite;
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJT/WEX Activities. This shall consist of regular contact with both the participant and the employer;
- e. CONTRACTOR shall consult with the WtW Case Manager on a regular basis. Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and

- h. CONTRACTOR shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. **Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.**

## V. PERFORMANCE

- A. **Performance Measures:** Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. **MIS Submission/Reporting:** CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.
1. CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the JTA system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  2. CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
  3. CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted;
  4. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
  5. CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05. MIS forms claiming unsubsidized placements shall be processed within five (5) working days of learning about the customer's unsubsidized placement;
  6. CONTRACTOR shall comply with Data Verification requirements listed in OCWIB Policy 10-OCWDA-04 and EDD state Directive WSD 09-18 and any subsequent updates.
- C. **ITA Vouchers** shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.
- D. **Follow-up Forms** shall be required for Quarters 1, 2 and 3 following participant exit (and in the 4th quarter if it leads to a positive outcome).
1. **Supplemental Income:** If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR

shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.

- E. Gaps in Service Delivery:** CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.
- F. Corrective Action Plans:** Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
  4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

**G. Invoices**

1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
2. Invoice templates shall be provided by the OCCR Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

**VI. DELIVERABLES**

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners [p. 2]	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner [p. 3]	September 30, 2011
Schedule of Partner Staff Training [p. 4]	July 31, 2011
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2011
Schedule of Quarterly Manager's Stakeholder Meetings [p. 5]	July 31, 2011
One-Stop Center Activities Reports [p. 5]	10th day after the end of each month
One-Stop Tour Script [p. 5]	July 31, 2011
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Manager In Charge and Holiday Staffing Schedule [p. 6]	December 10, 2011
Proof of Workforce Certification [p. 7]	December 31, 2011
Summary of Findings and Corrective Action Plans for all Internal Monitoring [p. 10]	Monthly, within 7 days of completion
Three (3) Testimonials from Program Participants [p. 12]	Quarterly
Organizational Chart [p. 12]	July 31, 2011
Telephone Directory [p. 13]	July 31, 2011
Physical Floor Plan [p. 13]	July 31, 2011
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Recruitment Plan [p. 14]	August 31, 2011
Informational Workshop Curricula [p. 17]	July 31, 2011
Master Workshop and Events Calendar [p. 18]	Last day of the preceding month
Conference Room Schedules [p. 18]	Last day of the preceding month
Universal Services Monthly Reports [p. 18]	10th day after the end of each month
List of Comprehensive Assessment Tools [p. 19]	July 15, 2011
Customer Flow Chart [p. 23]	July 31, 2011
Internal Policies and Procedures [p. 23]	July 15, 2011
List of Scheduled Meetings with Business Services [p. 24]	July 31, 2011
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
SCSEP Payroll Spreadsheets [p. 24]	Bi-monthly, per established schedule
DPN Quarterly Report [p. 25]	10th day after the end of each quarter
DPN Tracking Sheet [p. 25]	10th day after the end of each quarter

DPN Sustainability Plan [p. 25]	March 31, 2012
OJT/WEX Status Report [p. 26]	10th day after the end of each month
<b>V. PERFORMANCE</b>	<b>Due Date</b>
MIS Forms [p. 28]	As specified by OCWIB Policy
ITA Vouchers [p. 28]	As specified by OCWIB Policy
Follow Up Forms [p. 28]	As specified by OCWIB Policy
Supplemental Data, as applicable [p. 28]	As Specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 29]	As directed by OCWIB Staff
Invoices [p. 29]	20 <sup>th</sup> of each month

**CCCD, One-Stop Center - Northern Region  
WIA PERFORMANCE  
Disadvantaged Adult Program, PY 2011-12**

**Cumulative**

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. New Enrollments	12	24	36	56	76	96	110	125	136	144	152	161
B. WIA Carryovers from PY 2010-11	188	188	188	188	188	188	188	188	188	188	188	188
C. Total Enrollments (A+B=C)	200	212	224	244	264	284	298	313	324	332	340	349

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. WIA Registered Core Enrollments	200	212	224	244	264	284	298	313	324	332	340	349
B. WIA Intensive Enrollments	130	138	146	159	172	185	194	203	211	216	221	227
C. WIA Training Enrollments	50	53	56	61	66	71	75	78	81	83	85	87

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. Total Exits	16	35	47	63	82	99	118	141	156	165	177	185
A. 1. Exits of Carryovers from PY 2010-11	16	35	47	63	82	94	110	129	141	147	154	160
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	5	8	12	15	18	23	25
B. Entry into Unsubsidized Employment <sub>1</sub> B=(A)*(755)   Q1 after exit	12	26	35	48	62	75	89	106	118	125	134	140
C. Retention in Unsubsidized Employment at six months <sub>2</sub> C=B*(815)   Q2 and Q3 after exit	10	22	29	39	50	61	73	87	96	102	109	114
D. Average Earnings in six months <sub>3</sub> (\$15,000)	\$15,000											

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
Disadvantaged Adult Program	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Total Exiters	04/01/11 to 03/31/12
Adult Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

CCCD, One-Stop Center - Northern Region  
WIA PERFORMANCE  
Dislocated Worker Program, PY 2011-12

Cumulative

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. New Enrollments	30	58	86	126	166	206	236	264	292	320	330	343
B. WIA Carryovers from PY 2010-11	425	425	425	425	425	425	425	425	425	425	425	425
C. Total Enrollments (A+B=C)	455	483	511	551	591	631	661	689	717	745	755	768

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. WIA Registered Core Enrollments	455	483	511	551	591	631	661	689	717	745	755	768
B. WIA Intensive Enrollments	296	314	332	358	384	410	430	448	466	484	491	499
C. WIA Training Enrollments	114	121	128	138	148	158	165	172	179	186	189	192

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
A. Total Exits	37	80	106	141	177	223	266	309	349	368	387	406
A. 1. Exits of Carryovers from PY 2010-11	37	80	106	141	177	213	248	283	319	333	347	361
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	10	18	26	30	35	40	45
B. Entry into Unsubsidized Employment <sup>1</sup> B=(A)*(.79) Q1 after exit	29	63	84	111	140	176	210	244	276	291	306	321
C. Retention in Unsubsidized Employment at six months <sup>2</sup> C=B*(.835) Q2 and Q3 after exit	24	53	70	93	117	147	175	204	230	243	255	268
D. Average Earnings in six months <sup>3</sup> (\$16,700)	\$16,700											

<sup>1</sup> The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

<sup>2</sup> The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

<sup>3</sup> The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).



IV. PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Total Exiters	04/01/11 to 03/31/12
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

**Description of Adult Common Measures  
(TEGL 17-05)**

**Entered Employment**

*Of those who are not employed  
at date of participation:*

**# of participants who are employed  
in the first quarter after the exit quarter**

**DIVDED BY**

**# of participants who exit during the quarter**

**Employment Retention**

*Of those who are employed in the  
first quarter after the exit quarter:*

**# of participants who are employed in  
both the second and the third quarters  
after the exit quarter**

**DIVDED BY**

**# of participants who exit during the quarter**

**Average Earnings**

*Of those who are employed in the  
first, second, and third quarters after the exit quarter:*

**Total earnings in the second quarter after the exit quarter**

**PLUS**

**Total earnings in the third quarter after the exit quarter**

**DIVDED BY**

**# of participants who exit during the quarter**

SCSEP PERFORMANCE MEASURES/GOALS, PY 2011-12 (Numbers are System-wide (North + South))		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	101
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 101=102)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	34.9%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	56%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.4

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2011
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies  ACSI (American Customer Satisfaction Index)	As prescribed by the state

# WIA Budget

## Orange County One-Stop Center-Northern Region

### FY 11/12

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	<b>Operations Activities:</b>				
	Salaries	57,095	143,681	47,783	248,559
	Benefits	32,794	56,210	35,699	124,703
	Monthly Rent	52,458	38,058	12,343	102,859
	Lease Termination Cost	50,951	36,964	11,989	99,904
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Meetings / Conferences				-
	Telephone	1,803	1,308	425	3,536
	Equipment (under \$5,000)				-
	Equipment Lease	3,141	2,279	739	6,159
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies	941	683	221	1,845
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		338	112	450
	Other:	171	124	41	336
	<b>Operations Related Activities Subtotal</b>	<b>199,354</b>	<b>279,645</b>	<b>109,352</b>	<b>588,351</b>
	<b>Direct Client Related Activities:</b>				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	<b>Other - Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>199,354</b>	<b>279,645</b>	<b>109,352</b>	<b>588,351</b>
ADMINISTRATIVE	<b>Administration:</b>				
	Salaries		472	157	629
	Benefits		228	291	519
	Other: Indirect	8,915	6,468	2,098	17,481
	Other:				-
	<b>Other Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>8,915</b>	<b>7,168</b>	<b>2,546</b>	<b>18,629</b>
<b>Grand Total</b>		<b>208,269</b>	<b>286,813</b>	<b>111,898</b>	<b>606,980</b>

# WIA Budget

## Orange County One-Stop Center-Northern Region

### FY 11/12

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	<b>Operations Activities:</b>				
	Salaries	57,095	299,253	151,918	508,266
	Benefits	32,794	154,935	59,948	247,677
	Monthly Rent	104,287	78,747	29,796	212,830
	Lease Termination Cost	99,390	75,049	28,397	202,836
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Meetings / Conferences				-
	Telephone	3,585	2,707	1,025	7,317
	Equipment (under \$5,000)				-
	Equipment Lease	6,245	4,716	1,784	12,745
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage	907	685	258	1,850
	Office Supplies	6,216	4,693	1,776	12,685
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		900	350	1,250
	Other:	5,570	4,206	1,592	11,368
	<b>Operations Related Activities Subtotal</b>	<b>316,089</b>	<b>625,891</b>	<b>276,844</b>	<b>1,218,824</b>
	<b>Direct Client Related Activities:</b>				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	<b>Other - Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>316,089</b>	<b>625,891</b>	<b>276,844</b>	<b>1,218,824</b>
ADMINISTRATION	<b>Administration:</b>				
	Salaries		453	176	629
	Benefits		219	85	304
	Other: Indirect	17,724	13,383	5,064	36,171
	Other:				-
	<b>Other Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>17,724</b>	<b>14,055</b>	<b>5,325</b>	<b>37,104</b>
	<b>Grand Total</b>	<b>333,813</b>	<b>639,946</b>	<b>282,169</b>	<b>1,255,928</b>

# WIA Budget

## Orange County One-Stop Center-Northern Region

### FY 11/12

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -OC
PROGRAM	<b>Operations Activities:</b>	
	Salaries	32,238
	Benefits	16,909
	Office Supplies	401
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	<b>Operations Related Activities Subtotal</b>	<b>49,548</b>
	<b>Direct Client Related Activities:</b>	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	<b>Other - Subtotal</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>49,548</b>
ADMINISTRATION	<b>Administration:</b>	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	<b>Other Subtotal</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>-</b>
	<b>Grand Total</b>	<b>49,548</b>

# **ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN**

## **Adult**

### **COST CATEGORIES**

#### **PROGRAM**

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

#### **ADMINISTRATION**

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/11- 9/30/11	10/1/11- 12/31/11	1/1/12- 3/31/12	4/1/12- 6/30/12	
62,140	62,140	62,140	62,139	<b>248,559</b>
31,176	31,176	31,176	31,175	<b>124,703</b>
25,715	25,715	25,715	25,714	<b>102,859</b>
			99,904	<b>99,904</b>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
530	884	1,238	884	<b>3,536</b>
	-	-	-	-
1,540	1,540	1,540	1,539	<b>6,159</b>
				-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
277	461	646	461	<b>1,845</b>
-	-	-	-	-
				-
68	113	158	111	<b>450</b>
50	84	118	84	<b>336</b>
-	-	-	-	-
				-
157	157	157	158	<b>629</b>
130	130	130	129	<b>519</b>
				-
4,860	4,885	4,909	2,827	<b>17,481</b>
				-
				-
<b>126,643</b>	<b>127,285</b>	<b>127,927</b>	<b>225,125</b>	<b>606,980</b>

**GRAND TOTAL**

## ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

### Dislocated Workers

### COST CATEGORIES

#### PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 11 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$11,000)
- 18 Consultant/Subcontract (over \$11,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

#### ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/11- 9/30/11	10/1/11- 12/31/11	1/1/12- 3/31/12	4/1/12- 6/30/12	
127,067	127,067	127,067	127,065	508,266
61,919	61,919	61,919	61,920	247,677
53,208	53,208	53,208	53,206	212,830
			202,836	202,836
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,098	1,829	2,561	1,829	7,317
	-	-	-	-
3,186	3,186	3,186	3,187	12,745
				-
-	-	-	-	-
-	-	-	-	-
278	463	648	461	1,850
1,903	3,171	4,440	3,171	12,685
-	-	-	-	-
				-
188	313	438	311	1,250
1,705	2,842	3,979	2,842	11,368
-	-	-	-	-
				-
				-
157	157	157	158	629
76	76	76	76	304
				-
10,022	10,160	10,298	5,691	36,171
				-
				-
260,807	264,391	267,977	462,753	1,255,928

**GRAND TOTAL**



## COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Equipment : \$5,000 or Over
- 5 Equipment : \$1 - \$4,999
- 6 Supplies
- 7 Consultant/Subcontract
- 8 Travel/Mileage
- 9 Participant Wages and Benefits
- 11 Employer Reimbursement (OJT)
- 11 Participant Training Cost
- 12 Participant Supportive Services
- 13 Other:

1 Salaries  
2 Benefits  
3 Operations  
4 Indirect  
5 Travel/Mileage  
6 Other:

<b>Qt 1</b>	<b>Qt 2</b>	<b>Qt 3</b>	<b>Qt 4</b>	<b>Total</b>
<b>7/1/11-9/30/11</b>	<b>10/1/11-12/31/11</b>	<b>1/1/12-3/31/12</b>	<b>4/1/12-6/30/12</b>	
8,060	8,060	8,060	8,058	<b>32,238</b>
4,227	4,227	4,227	4,228	<b>16,909</b>
60	100	140	101	<b>401</b>
				-
				-
				-
				-
				-
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				-
				-
				-
				-
				-
<b>12,347</b>	<b>12,387</b>	<b>12,427</b>	<b>12,387</b>	<b>49,548</b>

## Personnel Breakdown by Funding Stream

### Coast Community College District / Coastline Community College/Orange County One-Stop Center - North

#### Estimated Percent of Time Charged To:

Estimated Percent of Time Charged To:												
Name	Position Title*	Salary	Full Time Equivalent	WIA Adult	WIA Dislocated Worker	SCSEP	VEAP 15%	DPN	RMMT	Non-WIA Contract		Total
	Director	140,811	0%									0%
	Admin Director	104,624	0%									0%
	Program Director	79,432	100%	5%	45%							50%
	Supervisor	71,692	100%	30%	70%					10%		110%
	WIA Support Clerk	44,653	100%	25%	25%							50%
	Workforce Specialist	48,283	100%	12%	26%				60%			98%
	Eligibility Tech	49,178	100%	25%	25%							50%
	Workforce Specialist	53,366	100%	29%	69%		2%					100%
	Workforce Specialist	58,690	100%	29%	69%		2%					100%
	Admin Specialist	56,041	100%	10%	35%							45%
	Workforce Specialist	53,730	100%	29%	69%		2%					100%
	Workforce Specialist	53,730	100%	29%	69%		2%					100%
	Workforce Specialist	54,094	100%	29%	69%		2%					100%
	Office Asst	46,481	100%	50%	50%							100%
	Workforce Specialist	53,366	100%	29%	69%		2%					100%
	Workforce Specialist	53,730	100%	29%	69%		2%					100%
	Systems Analyst	76,629	100%	10%	10%							20%
	Workforce Specialist	49,266	100%	29%	69%		2%					100%
	Workforce Specialist	53,730	100%	12%	28%	60%						100%
	Workforce Specialist	53,366	100%	29%	69%		2%					100%
	WIA Support Clerk	45,381	100%	50%	50%							100%
	Budget/Office Clerk	49,178	100%	10%	10%							20%
	Workforce Specialist	27,800	100%				100%					100%
	Disability Navigator	39,123	100%	50%	50%							100%
		1,416,374	2200%	550%	1045%	60%	118%	0%	60%	10%	0%	1843%

**Exhibit E**  
**DRUG FREE WORKPLACE CERTIFICATION**

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**Company/Organization Name:**

Coast Community College District

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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.*

Jerry Patterson

Official's Name

Orange

Date Executed

Executed in the County of

---

Contractor or Grantee Recipient Signature and Title

**Exhibit F**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson

\_\_\_\_\_  
Name

Board President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Exhibit G**  
**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Coast Community College District  
\_\_\_\_\_  
Grantee/Contractor Organization

Jerry Patterson  
\_\_\_\_\_  
Name

Board President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**Exhibit H**  
**INSTRUCTIONS FOR COMPLETION OF**  
**SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<b>1. Type of Federal Actions:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  For material change only: Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity</b> Prime Subawardee  Tier _____ if known  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee:</b> Enter Name and Address of Prime:   Congressional District, if known: _____
<b>6. Federal Department / Agency:</b> _____	<b>7. Federal Program Name/Description</b> _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):   (attach Continuation Sheets SF-LLL-A, if necessary)	<b>10b. Individual Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____	
<b>11. Amount of Payment (check all that apply):</b>  \$      Actual                  Planned  <b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind: specify: _____ nature: _____ value: _____	<b>13. Type of Payment (check all that apply)</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
<b>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:</b> _____		
<b>15. Continuation sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352.</b> 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.		Signature: _____ Print Name: Jerry Patterson Title: Board President Telephone No: (714) 438-4607 Date: _____



**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**  
Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

**Exhibit I**  
**DISTRICT ATTORNEY**  
**CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

**DISTRICT ATTORNEY  
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that Coast Community College District is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

Jerry Patterson

\_\_\_\_\_  
Name

Board President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

**Exhibit J**  
**EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://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



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

**July 1, 2010**

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

**POLICY AND PROCEDURES:**

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Benefit plan and calculation of benefit
  - e. Employer-employee contract for non-customary benefits
  - f. Purchase orders, invoices, and receipts
  - g. Cashed checks
  - h. Check register
  - i. Consultant/sub-contractor invoices (with description of services)
  - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
  - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000

7. The following is required with the first month's invoice:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:  
***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
10. Demand letter or invoice, along with supporting documentation shall be submitted to:  
OC Community Resources Accounting  
1300 S. Grand, Building B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92702

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:**

Inquiries may be directed to the following:

- Win Swe: 714-567-7481 or [win.swe@occr.ocgov.com](mailto:win.swe@occr.ocgov.com)
- OOA - Eric Takanishi: 714-567-7430 or [eric.takanishi@occr.ocgov.com](mailto:eric.takanishi@occr.ocgov.com)
- WIA – Yolanda Vazquez: 714-567-7484 or [Yolanda.vazquez@occr.ocgov.com](mailto:Yolanda.vazquez@occr.ocgov.com)
- H&CD – Cathy Tran: 714-567-7482 or [cathy.tran@occr.ocgov.com](mailto:cathy.tran@occr.ocgov.com)



**Orange County Workforce Investment Board**

**Authorized Signature Form**

**Contractor:** Coast Community College District

The documents identified below required authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Please note only one signature is required for document 2, 3, and 4. **Notification of any changes in authorized signatures is the responsibility of the Contractor.** Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	<b>Contracts and Amendments Over 10%</b> (2 signatures are required if corporation)		
2.	<b>Amendments</b> (within the 10% Provision)		
3.	<b>Budget Line Item Modifications</b> (without total funding increase or decrease)		
4.	<b>Invoices/Vouchers</b>		

Note: Authorized signatures for corporations: Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.





**Orange Coast College  
CONTRACT CHECK-OFF FORM**

6/15/11

Submitted by: Corine Doughty

Anticipated Board Date: 5/18/11

Name of Agency: Core Performance Concepts Inc.

**ALL CONTRACTS MUST BE SUBMITTED TO YOUR WING VICE PRESIDENT FOR APPROVAL FIRST**

Contact District Risk Services at X84800 for specific questions or to determine which standard agreement template to use from the District website: Faculty/staff/Forms/Risk Services/Contracts & Agreements

**Standard Agreement (no changes from previous board approval)**

**Hard copies to VP Administration**

- ☐ 4 originals attached w/signature & date blocks for agency, and  
President, Board of Trustees, Coast Community College District
- ☐ 1 Board item for signatures
- ☐ 1 electronic copy of board item emailed to President's office

**X Nonstandard Agreement (new contract, amendment or change to previously approved contract)**

**Hard copies to VP Administration**

- ☐ 4 originals attached w/signature & date blocks for agency, and  
President, Board of Trustees, Coast Community College District
- ☐ 16 copies, printed double sided; 3 hole punched; stapled
- ☐ 1 PDF copy emailed to President's office
- ☐ 1 Board item for signatures
- ☐ 1 electronic copy of board item emailed to President's office

**Type of Contract:**

New	<input checked="" type="checkbox"/>	Effective Dates From: <u>5/18/11</u>	To: <u>5/15/12</u>
Renewal	<input type="checkbox"/>	Effective Dates From: _____	To: _____
Amendment	<input type="checkbox"/>	Effective Dates From: _____	To: _____
Clinical	<input type="checkbox"/>	Effective Dates From: _____	To: _____
Hold Harmless	<input type="checkbox"/>	Effective Dates From: _____	To: _____
MOU	<input type="checkbox"/>	Effective Dates From: _____	To: _____
Contract Ed Class	<input type="checkbox"/>	Effective Dates From: _____	To: _____

Description of need or purpose for the contractual agreement:

To offer classroom instruction in Effect Project Management Training available to the community.

Fiscal Impact (please be descriptive; do not use the word "none"): Orange Coast College Community Education to receive revenue from this contract through participant registrations.

Originator

Supervisor

Vice President

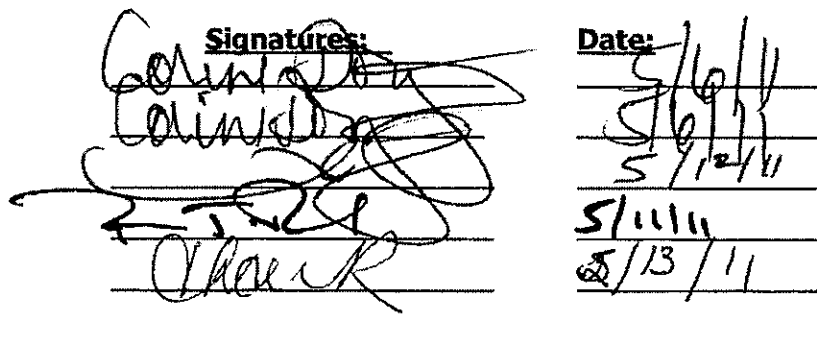
Business Office

President

District Risk Services

**Signatures:**

**Date:**



Transmitted \_\_\_\_\_ Board Date: \_\_\_\_\_ Prelim Agenda Pg # \_\_\_\_\_ Final Agenda Pg # \_\_\_\_\_

10/6/10 OCC

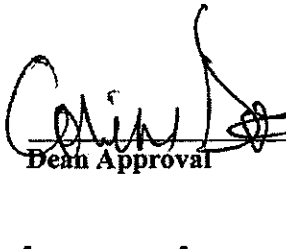
Attachment 10

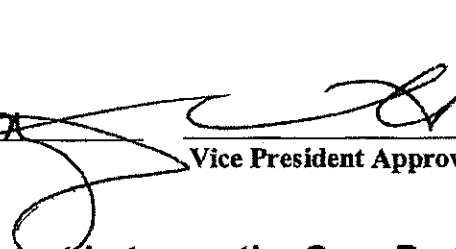
ORANGE COAST COLLEGE

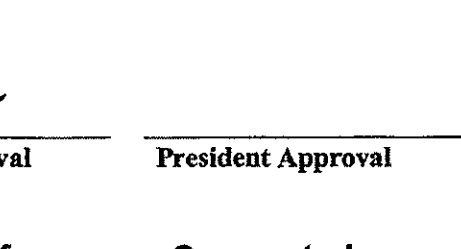
INPUT FOR BOARD AGENDA REVISION

May 18, 2011  
Board Meeting Date

Corine Doughty  
Originator

  
Dean Approval

  
Vice President Approval

  
President Approval

**Approve Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the purpose of teaching Effective Project Management training course offered by Orange Coast College**

1. **Background:** The course includes classroom instruction in Effective Project Management Training and the curriculum belongs to Core Performance Concepts Inc. This is an industry certification.
2. **Goal/Purpose:** To offer classroom instruction in Effective Project Management Training available to the community.
3. **Comments:** Reviewed by Risk Services
4. **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 Core Performance Concepts Inc. and the Coast Community College District for the purpose of offering Effective Project Management 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. (See Attachment #).
5. **Fiscal Impact:** Orange Coast College Community Education to receive revenue from this contract through participant registrations.

### **COPYRIGHT LICENSE AGREEMENT**

**THIS COPYRIGHT LICENSE AGREEMENT** ("Agreement") is hereby entered into as of February 1, 2011 by and between Core Performance Concepts Inc. ("Licensor"), a corporation, with offices at 25108 Marguerite Pkwy, Ste A-80, Mission Viejo, CA 92692 and Coast Community College District with offices at 1370 Adams Avenue, Costa Mesa, CA 92626 (Orange Coast College, "Licensee"), "collectively the parties.

### **RECITALS**

**WHEREAS**, the Licensor is the copyright holder and owner of all proprietary interest in *Effective Project Management* training course, which includes a) Participant Materials, which includes (1) a participant guide and (2) applicable handouts, (the "Participant Material"), and b) Instructor Materials, which includes (1) the *Effective Project Management* presentation materials, (2) instructor notes, and (3) applicable handouts, (the "Instructor Material"), (and collectively, the "Material"); and

**WHEREAS**, the Licensor owns all rights in and to the Material and retains all rights to the Material that are not transferred herein, and retains all common law copyrights and all federal copyrights that have been, or that may be granted by the Library of Congress;

**WHEREAS**, the Licensor has the exclusive right to license others to produce, copy, make, or sell the Material;

**WHEREAS**, the Licensee wants to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Material by the Licensee subject to the terms and conditions of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement;

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **1. Grant of License.**

- a. Participant Material. Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Participant Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
  - 1) To conduct a face-to-face project management training program; and
  - 2) To distribute copies of Participant Material to participants in the project management training program.
- b. Instructor Material. Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Instructor Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
  - 1) To conduct a face-to-face project management training program; and
  - 2) To use Instructor Material in presentation of the project management training program; and
  - 3) To distribute copies of Instructor Material ONLY to project management training program instructors approved by Licensee.

#### **2. Ownership and Use of Material.**

Licensor shall remain the sole owner of the copyrights in the Material. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the copyrights in the Material. The Licensee hereby acknowledges and agrees that the rights granted to the Licensee by and obtained by the Licensee as a result of or in connection with this agreement are license rights only and that nothing contained in this Agreement constitutes or shall be construed to be an assignment or exclusive license of any or all of the Licensor's rights in the Material. Licensee may not make any other use of the Material other than those authorized above without prior written approval from Licensor.

#### **3. Restrictions.**

- The license granted in Section 1 above is expressly made subject to and limited by the following restrictions:
- a. Limited Use. This permissions granted to the Licensee under this Agreement apply only to the uses and

purposes stated herein and the Licensee may distribute, publicly display, publicly perform, or use in any advertising the Material only under the terms of this Agreement. The Licensee may not sublicense the Material. Any use that is inconsistent with the limited license provided hereunder shall be a violation of the Licensor's copyright and subject to copyright law.

- b. **No Modification.** The Licensee shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell, or otherwise convey the Material obtained from the Licensor in any way not specifically granted in Section 1 above without the prior written consent of the Licensor.

**4. Updated Versions.**

Material will be updated from time to time at the Licensor's discretion, but such Updated Versions will be completed at least once each four years or as necessary when edition changes for the *PMBOK® Guide*, or other source material are released. Licensee agrees to install and begin using all Updated Versions as of the date designated by Licensor. The Licensor shall only provide maintenance for the most recent Updated Version of the Material. The Licensor's designation of an item as a new version or an enhancement rather than an Updated Version shall be conclusive unless clearly erroneous.

**5. Delivery.**

The Licensor shall provide the Material to the Licensee in the following manner:

- a. **Media.** Copies of the Material shall be provided to the Licensee in book form, other physical media (e.g., digital video, disk, CD Rom, digital tape), other electronic media (e.g., electronic file transfer or otherwise), and/or phone or other electronic means (e.g., email, instant message, private network, social networking sites). Unless otherwise stated, the Licensee shall be responsible for any installation of Material on computer systems provided by Licensee.
- b. **Acceptance.** Material shall be deemed accepted by Licensee unless Licensee notifies Licensor in writing of a material defect in the Material within thirty (30) business days after delivery and commencement of the License.

**6. Term.**

The term of this Agreement shall begin on the date written above and shall continue in full force and effect for one year, unless terminated earlier in accordance with Section 12 ("Termination").

**7. Fee and Payment.**

- a. **Fee for License.** The Licensee shall pay the Licensor \$250.00 for the license for an unlimited right to use the Materials during the term of this agreement as described in Section 6. ("Term").
- b. **Fee for Materials and Minimum Order.**
  - 1) The Licensee shall pay the Licensor \$90.00 plus shipping and handling for each copy of Participant Materials ordered in consideration for the rights of the Licensee in and to the Material granted under this Agreement.
  - 2) The Licensee shall order a minimum of five (5) copies of Participant Material during the term of this agreement as described in Section 6. ("Term").
- c. **Payment.** Fee must be paid to the Licensor prior to shipment or delivery of Material unless otherwise agreed to by the Parties. Invoiced amounts shall be paid within fifteen (15) calendar days from date of invoice. Licensee may not withhold any amounts due hereunder.
- d. **Certain Taxes.** Prices quoted do not include and Licensee shall pay, indemnify and hold Licensor harmless from all sales/use, gross receipts, value-added, GST, personal property or other tax (including interest and penalties imposed thereon) on the transaction contemplated herein.

**8. Maintenance of Records and Audit Rights.**

The Licensee will keep accurate books of account and records covering all transactions relating to or arising out of this Agreement. The Licensee will permit the Licensor and its nominees, employees, accountants, agents, and representatives to a) have reasonable access to and inspect such books and records during normal business hours on reasonable notice, and b) to conduct an examination of all such books and records. The Licensee will maintain in good order and condition all such books and records for a period of two (2) years after the

termination of this Agreement pursuant to Section 13 or, in the event of a dispute between the Parties, until such dispute is resolved, whichever date is latest. Receipt or acceptance by the Licensor of any sums paid by the Licensee hereunder will not preclude the Licensor from exercising its rights hereunder.

**9. Representations & Warranties.**

- a. The Parties each represent and warrant as follows:
  - 1) Each Party has full power, authority, and right to perform its obligations under the Agreement; and
  - 2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); and
  - 3) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- b. The Licensor hereby represents and warrants as follows:
  - 1) It is the sole and exclusive owner of the copyright in the Material, and owns all right, title, and interest in and to the Material; and
  - 2) It has the legal authority to grant Licensee the License for use of the Material as specified in this Agreement, and that no other person or entity is required to give its consent for the License to be valid; and
  - 3) The Material is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene; and
  - 4) It is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Material; and
  - 5) It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement;

**10. Indemnification.**

Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the negligent or willfully injurious acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. Licensor agrees to indemnify and hold harmless Licensee for any claims, suits, damages, actions, or other costs arising out of any breach of Licensor's warranties set forth in Section 9 ("Representations & Warranties") above.

**11. Limitation of Remedies & Liabilities.**

The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

- a. Remedies. Licensee's sole and exclusive remedies for Licensor's default hereunder shall be a) to obtain the repair, replacement or correction of the defective Material to the extent warranted under Section 9 ("Representations & Warranties") or, if Licensor reasonably determines that such remedy is not economically or technically feasible, b) to obtain an equitable partial or full refund of amounts paid with respect to the defective Material.
- b. Liabilities. Licensor shall not be liable for any amount exceeding the total portion of the contract price actually paid by licensee. In no event shall licensor be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental or consequential damages (including lost savings, lost profit or business interruption even if Licensor is notified in advance of such possibility) arising out of or pertaining to the subject matter of this agreement.

**12. Termination.**

- a. Licensor shall have the right to terminate this Agreement if Licensee materially breaches a material provision, term, or condition under this Agreement.
- b. In order to terminate this Agreement pursuant to Subsection (a) above, Licensor must provide written notice to Licensee or to Licensee's successor in interest within thirty (30) days of the date of termination stating Licensor's intent to terminate and the intended date of termination.
- c. Either party may, in addition to other relief, terminate this Agreement or any license granted hereunder if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice

of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion.

- d. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
- e. In the event that this Agreement is terminated pursuant to this Section 12, Licensee shall cease using the Material in the course of Licensee's business as soon as is commercially feasible.
- f. At the end of the Term, or upon any termination of this Agreement pursuant to this Section 12 ("Termination"), all rights, interest, and ownership of the copyright in the Material shall revert to Licensor, and shall be the sole property of Licensor.
- g. Termination of this Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations under Section 9 ("Representations & Warranties"), or Section 11 ("Limitation of Remedies & Liabilities").

**13. Disputes and Choice of Law.**

The Parties agree that all disputes between them shall first be subject to the procedures in Section 12 ("Termination") and then shall be submitted for informal resolution to their respective chief executive officers. Any remaining dispute shall be submitted to a single arbitrator who shall be a former judge or attorney having experience in similar disputes. The proceedings shall be conducted pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9th U.S.C. Sec. 1 et seq. ("Arbitration Act"). The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. This agreement shall be governed by and construed in accordance with the substantive laws of the United States and State of California, with venue for all disputes and matters being in Orange County, California.

**14. Successors and Assigns.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

**15. No Agency Relationship.**

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

**16. Notices.**

Notices sent to either Party shall be effective when delivered in person, or one (1) day after being transmitted by email or other electronic medium, or one (1) day after being transmitted by fax machine, or one (1) day after being sent by overnight courier, or three (3) days after being sent by first class mail postage prepaid as follows:

If to Licensor:

Janice Y. Preston, Chief Operating Officer  
Core Performance Concepts Inc.  
25108 Marguerite Pkwy, Ste A-80  
Mission Viejo, CA 92692  
Email: jypreston@cpconcepts.net

If to Licensee:

Corine Doughty, Director, Career and Community Education  
Orange Coast College  
2701 Fairview Rd.  
Costa Mesa, CA 92626  
Email: cdoughty@occ.cccd.edu

For purposes of this Agreement, a facsimile of this Agreement and notices generated in good form by use of a facsimile, or other electronic medium shall have the same force and effect as an original and shall be treated as

"original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

**17. Counterparts/Electronic Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**18. Severability.**

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**19. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**20. Entire Agreement.**

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Core Performance Concepts, Inc.  
By:

Coast Community College District  
By:

\_\_\_\_\_  
Janice Y. Preston  
Chief Operating Officer

\_\_\_\_\_  
Signature

Jerry Patterson  
President, Board of Trustees,

February 1, 2011

\_\_\_\_\_  
Date

## APPENDIX IV

### COAST COMMUNITY COLLEGE DISTRICT

#### FACULTY PROPOSAL TO TEACH IN A SHORT-TERM STUDY ABROAD PROGRAM

*Each faculty member must submit his/her own proposal.*

*You must submit this proposal to the dean of the division at the campus through which you plan to teach.*

*Discuss your proposed involvement in this program with experienced faculty.*

Name Patricia M. Scarfone

Address 37 Vista Firenze Laguna Hills CA 92653  
Street City State ZIP

Telephone Number (Home) 714-847-5189 (Office) \_\_\_\_\_

E-mail address pscarfone@occ.cccd.edu

Adjunct ☒ Full-time ☐ at (check) CCC ☐ GWC ☐ OCC ☒

1. Location of proposed program (city/ies and country/ies) Florence, Italy

2. Dates & length of proposed program June 28-July 29, 2012

3. List the course/s and the total number of units you plan to teach  
Italian A180 - 5 units

4. What is/are the other proposed course/s for this program?

Italian A185, A280, A285

5. Salary per LHE \_\_\_\_\_ (Lecture Hour Equivalent - 1 LHE = 18 instructional hours) plus 8.25% (STRS)  
This amount is based on AFT/CFE or CCA/CTA/NEA union contracts. Ask assistance from your dean if needed.

Check one of these two options:

☐ This salary is to be paid by the college and therefore generates FTE's.

☒ This salary, including 8.25% STRS, will be reimbursed to the District by the service provider.

Routing – one copy to: sponsoring dean, faculty, Educational Services, Risk Services



#### APPENDIX IV

This will not generate FTE's.

6. Briefly describe your experience in the area to be visited.

I was born in Italy and have traveled extensively throughout the country. I have also conducted many summer study abroad programs in Florence and Rome.

7. Describe any experience you have had leading groups or travel/study programs or related activities.

I have conducted the following 14 Summer Study Abroad and Educational Programs:

Costa Rica: 1988

Italy: 1994, 1997, 1999, 2001, 2004, 2009, 2010

Mexico: 1991, 1993

Sicily: 2006

Spain: 1995, 1996, 2007

8. Program Service Provider:

Name ACCENT Contact Name Allison Keith  
Address 70 Market St. # 1026 San Francisco, CA 94102  
E-mail allison.keith@accentintl.com  
Telephone number 800-8699291, 415-83-3744 Fax Number 415-835-3749

If desired, please attach any additional information that relates to the proposed program.

Patricia McScarf  
Signature, Faculty

May 24, 2011

Date

Dean's ☒ Approval ☐ Disapproval (Check one)

Michael Mansour  
Signature, Division Dean

5/24/11  
Date

Orange Coast College

Sponsoring College & Division

Routing – one copy to: sponsoring dean, faculty, Educational Services, Risk Services

Page 2 of 2

April 28, 2003



## COAST COMMUNITY COLLEGE DISTRICT

### COMMUNITY BASED JOB TRAINING GRANT (CBJT) (DEPARTMENT OF LABOR/SANTA MONICA COLLEGE) WORK FOR HIRE AGREEMENT

THIS WORK FOR HIRE AGREEMENT ("Agreement") is entered into this 1st day of July, 2011 by and between Coast Community College District ("District") and Marius Cucurny ("Faculty"). District and Faculty are referred to herein individually as a "Party" and are sometimes referred to collectively as the "Parties".

1. **Assignment.** Faculty desires to participate in the 2011-2012 Golden West College/CBJT Grant Project, which includes:

- a) participation in all curriculum related collaborations with CBJT partners
- b) preparation of course outlines, certificates, and major documents
- c) managing the outline and certificate material through the curriculum committee
- d) preparation of the state career certificate
- e) managing the state certificate through the LOWDL and Chancellor's Office processes
- f) development and/or preparation of all instructional material (presentations, learning modules, projects, etc.) appropriate for national level adoption

Faculty acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright) belong to, and shall be the sole and exclusive property, of District and/or the Chancellor's Office, California Community Colleges.

Faculty warrants that he or she has the full power and authority to enter into this Agreement. Faculty affirms that materials produced do not or will not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter; provided, however, that Faculty may use short excerpts from others' works which clearly constitute fair use. Faculty agrees to defend, indemnify, and hold harmless District, Chancellor's Office, California Community Colleges, their trustees, agents, and employees, against all claims, suits, costs, damages, and expenses that District, Chancellor's Office, California Community Colleges may sustain by reason of any infringement or violation within the Materials of any copyright or property right, or any scandalous, libelous, or unlawful matter contained, or alleged to be contained, in the Materials.

2. **Support Services.** In consideration for delivery of the Materials in accordance with the provisions of this Agreement, and if requested, the District may provide via the CBJT Grant Funds the Faculty with reasonable support to the Faculty in the form of office space, computers, telephone use, minimal office supplies, and copy services, all as reasonably determined by the Parties.

3. **Products and Deliverables.** All materials produced by Faculty shall be deemed "deliverables" under this Agreement. Each deliverable to be provided under this Agreement shall be submitted to and approved by the CBJT Collaborative Instructional/Curriculum Team and the Golden West College Dean of Career and Technical Education. Additionally, any document or written report prepared as part of this Agreement shall contain the following reference: This project was funded fully by the Community-Based Job Training Grant from the Department of Labor,

Award Number CB-20565-10-60-A-6, which was awarded to the Coast Community College District.

4. **Compensation/Scope of Work.** Faculty shall be paid a total amount not to exceed \$3,600.00 for all services performed under this Agreement. Any amendments to this Agreement shall be in writing and signed by both Parties. This Agreement may be executed in any number of counterparts which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

Coast Community College District

"Faculty"

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

## COAST COMMUNITY COLLEGE DISTRICT

### COMMUNITY BASED JOB TRAINING GRANT (CBJT) (DEPARTMENT OF LABOR/SANTA MONICA COLLEGE) WORK FOR HIRE AGREEMENT

THIS WORK FOR HIRE AGREEMENT ("Agreement") is entered into this 1st day of July, 2011 by and between Coast Community College District ("District") and Tom Hersh ("Faculty"). District and Faculty are referred to herein individually as a "Party" and are sometimes referred to collectively as the "Parties".

1. **Assignment.** Faculty desires to participate in the 2011-2012 Golden West College/CBJT Grant Project, which includes:

- a) participation in all curriculum related collaborations with CBJT partners
- b) preparation of course outlines, certificates, and major documents
- c) managing the outline and certificate material through the curriculum committee
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Faculty acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright) belong to, and shall be the sole and exclusive property, of District and/or the Chancellor's Office, California Community Colleges.

Faculty warrants that he or she has the full power and authority to enter into this Agreement. Faculty affirms that materials produced do not or will not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter; provided, however, that Faculty may use short excerpts from others' works which clearly constitute fair use. Faculty agrees to defend, indemnify, and hold harmless District, Chancellor's Office, California Community Colleges, their trustees, agents, and employees, against all claims, suits, costs, damages, and expenses that District, Chancellor's Office, California Community Colleges may sustain by reason of any infringement or violation within the Materials of any copyright or property right, or any scandalous, libelous, or unlawful matter contained, or alleged to be contained, in the Materials.

2. **Support Services.** In consideration for delivery of the Materials in accordance with the provisions of this Agreement, and if requested, the District may provide via the CBJT Grant Funds the Faculty with reasonable support to the Faculty in the form of office space, computers, telephone use, minimal office supplies, and copy services, all as reasonably determined by the Parties.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

Coast Community College District

"Faculty"

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

<b>AMENDMENT/MODIFICATION OF MARKETING/DISTRIBUTION AGREEMENT</b>		<b>PAGE</b>	<b>OF</b>	<b>PAGES</b>
<b>AMENDMENT/MODIFICATION NUMBER</b>	<b>DATE ISSUED</b>	1		1
J1	May 24, 2011			
<b>ISSUED BY:</b> Coast Community College District (Coastline Community College) 11460 Warner Ave. Fountain Valley, CA 92708				
<b>NAME AND ADDRESS OF COMPANY:</b>  Career Academy.com, Inc. 140 Kendrick Street, Building A Needham, MA 02494				
<b>DESCRIPTION AND TITLE OF SIGNER: (Type or print)</b>		<b>NAME AND TITLE OF CONTRACTING OFFICER</b>		
Joel Kestenberg President		Joycelyn Groot Dean, Military/Contract Education Programs		
<b>TELEPHONE</b>	<b>EMAIL</b>	<b>TELEPHONE</b>	<b>EMAIL</b>	
		(714) 241-6161	jgroot@coastline.edu	
This modification/amendment only applies to the agreement between the Coast Community College District (Coastline Community College) and Career Academy.com, Inc. dated July 2009.				
<b>DESCRIPTION OF AMENDMENT/MODIFICATION</b>  1) Extends the term of the agreement through June 30, 2012.  Except as provided herein, all other terms and conditions of this agreement remain unchanged and in full force and effect and shall not be changed by this Amendment.				
<b>COMPANY (Signature of person authorized to sign)</b>	<b>DATED SIGNED</b>	<b>CONTRACTOR</b>	<b>DATED SIGNED</b>	
		President, Board of Trustees		
<b>COMPANY IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN THREE ORIGINAL SIGNED COPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.</b>				





## Lease Addendum

The Lease Agreement between Mobile Modular Management Corporation and Coast Community College District (Coastline Community College) is amended to extend the expiration date to June 30, 2012 with all other terms remaining unchanged for the following modular lease contract numbers below.

1. 12 Month Lease #220003987.1	Classroom, 12x40 (DSA (NonStd)	\$ 4,968
2. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
3. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
4. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
5. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
6. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
7. 12 Month Lease #220003987.1	Classroom, 24x40 DSA (Item 1001)	\$ 5,100
8. 12 Month Lease #220003987.1	Classroom, 36x40 DSA (NonStd)	\$ 10,908

Total Annual Cost \$ 46,476.

\_\_\_\_\_  
Signature/Date:

Mobile Modular Management Corporation  
11450 Mission Blvd.  
Mira Loma, CA 91752

\_\_\_\_\_  
Signature/Date:

Jerry Patterson  
President, Governing Board of Trustees  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626



**Mobile Modular Management Corporation**  
 11450 Mission Blvd.  
 Mira Loma, CA 91752  
 Phone: (951) 360-6600 Fax: (951) 360-6622  
 www.MobileModularRents.com

**Lease Agreement/Lease Addendum**  
 Contract: 220003987.1  
**Contract Term: 12 Months**  
 Date Printed: 05/23/2011  
 Start Rent Date: 07/01/2011

Customer & Site Information		Mobile Modular Contact
<b>Customer Information:</b> <b>Coastline Community College</b> 11460 Warner Ave Fountain Valley, CA 92708 Shirley Spenser sspencer@coastline.edu 714-241-6145	<b>Site Information:</b> Coastline Community College 2990 Mesa Verde Dr COSTA MESA, CA 92626 Shirley Spenser 714-241-6145  <b>Customer PO/Reference:</b> 587123-587127, 22-433, 22-738 Exp: // By:	Questions?  Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 12x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i> <i>Current Contract 220000738 Building Id 30077 Ecode 69229. Customer PO number : P0317078 Original term: 36 months. Start Date 7/15/2009-7/15/2011</i>	1	\$414.00	\$414.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current Contract 220000433 (2) 24x40 DSA Buildings Building Id 39783 Ecode 512934, 512933. Customer PO number : P0316438 Original term: 36 months. Start Date 5/18/2009-6/18/2011. 2-2 Buildings</i>	1	\$425.00	\$425.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current Contract 587124 Building Id 40107 Ecode 514630, 51463. Customer PO number : P0312603 Original term: 36 months. Start Date 7/14/2008 -6/30/2011</i>	1	\$425.00	\$425.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current lease 587127 Building Id 40100 Ecode 514616, 514617. Customer PO number : P0312603 Original term: 36 months. Start Date 7/14/2008-6/30/2011</i>	1	\$425.00	\$425.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current Contract 587123 Building Id 40099 Ecode 514614, 514615. Customer PO number : P0312603 Original term: 36 months. Start Date 7/14/2008 -6/30/2011</i>	1	\$425.00	\$425.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current Contract 220000433 (2) 24x40 DSA Buildings Building Id 39637 Ecode 512165, 512166. Customer PO number : P0316438 Original term: 36 months. Start Date 5/18/2009-6/18/2011. 1-2 Buildings</i>	1	\$425.00	\$425.00	N
Classroom, 24x40 DSA (Item1001) <i>Right Hand Door Configuration. Open plan. Tackboard interior.</i> <i>Current Contract 587125 Building Id. 40109 514635, 514635. Customer PO number : P0312603 Original term: 36 months. Start Date 7/14/2008 -6/30/2011</i>	1	\$425.00	\$425.00	N
Classroom, 36x40 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i> <i>Current Lease 587126 Building Id 45174519099, 519100, 519101. Customer PO number : P0312603 Original term: 36 months. Start Date 7/14/2008 -6/30/2011</i>	1	\$909.00	\$909.00	N

Charges Upon Delivery:	Qty	Charge Each	Total One Time Taxable
Classroom, 12x40 DSA (NonStd)			\$0.00
Classroom, 24x40 DSA (Item1001)			

# Coast Community College District

1370 Adams Ave

CHANGE ORDER

No. 00001

Costa Mesa, CA 92626

**TITLE:** Remaining Contract Allowance Amount

**DATE:** 6/6/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Todd Ellertson  
Castlerock Environmental Inc.

**CONTRACT NO:** PO321711

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 This deductive change order represents the reconciliation of the contract allowance amount as detailed below: (\$11,017.00)

Contract Allowance Amount: \$79,856

Field Order #01 - Additional Mastic Removal: (\$14,611)

Field Order #09 - Bulletin #1 Additional Street Demo and Paving: (\$52,864)

Field Order #12 - Credit for not removing the Canary Island Palm: \$2,100

Field Order #15 - Temporary Asphalt Sidewalk: (\$3,464)

Total Remaining Allowance Amount: \$11,017

**Unit Cost:** (\$11,017.00)

**Unit Tax:** \$0.00

**Total:** (\$11,017.00)

The Original Contract Sum was .....	\$265,751.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$265,751.00
The Contract Sum Will be Decreased .....	(\$11,017.00)
The New Contract Sum Including This Change Order .....	\$254,734.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Castlerock Environmental Inc.

Coast Community College District

LPA

By: \_\_\_\_\_  
Todd Ellertson

By: \_\_\_\_\_  
Jerry Patterson

By: \_\_\_\_\_  
Steve Tiner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 15

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** Remaining Contract Allowance Amount

**DATE:** 6/6/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Tim Berg  
Continental Plumbing

**CONTRACT NO:** PO321710

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 This deductive change order represents the reconciliation of the contract allowance amount as detailed below: (\$37,713.00)

Contract Allowance Amount: \$54,068

Field Order #02 - Bulletin #1 Additional Street Utilities: (\$7,383)

Field Order #03 - CUDO System Backfill and Labor: (\$5,877)

Field Order #04 - Additional Gravel at CUDO System: (\$7,017)

Field Order #05 - Additional Filter Fabric at CUDO System: (\$1,183)

Field Order #06 - Additional Sewer Cleanout and SD Riser: (\$1,148)

Field Order #07 - Dumpster Usage: (\$1,500)

Field Order #11 - Credit for Grease and Acid Tank Piping: \$16,295

Field Order #13 - Site Dewatering: (\$2,169)

Field Order #14 - Additional Filter Fabric South of CUDO: (\$783)

Field Order #19 - Added SS Bands at Street Water Disconnects: (\$858)

Field Order #22 - Relocation of Fire and Domestic Water Lines: (\$4,732)

Total Remaining Contract Allowance Amount: \$37,713

**Unit Cost:** (\$37,713.00)

**Unit Tax:** \$0.00

**Total:** (\$37,713.00)

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

The Original Contract Sum was .....	\$908,005.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$908,005.00
The Contract Sum Will be Decreased .....	(\$37,713.00)
The New Contract Sum Including This Change Order .....	\$870,292.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

**Continental Plumbing**

By: \_\_\_\_\_

Tim Berg

Date: \_\_\_\_\_

**Coast Community College District**

By: \_\_\_\_\_

Jerry Patterson

Date: \_\_\_\_\_

**LPA**

By: \_\_\_\_\_

Steve Tiner

Date: \_\_\_\_\_

**Construction Manager**

By: \_\_\_\_\_

**Division of State Architect**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** Remaining Contract Allowance Amount

**DATE:** 6/6/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Craig Stanley  
Snowden Electric Company, Inc.  
6820 Orangethorpe Ave. Suite A  
Buena Park, CA 90620

**CONTRACT NO:** PO321709

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 This deductive change order represents the reconciliation of the contract allowance amount as detailed below: (\$44,700.00)

Contract Allowance Amount: \$34,000

Field Order #08 - Credit for design revisions: \$5,120

Field Order #16 - Credit for temp power and inner duct: \$5,580

Total Remaining Allowance Amount: \$44,700

**Unit Cost:** (\$44,700.00)

**Unit Tax:** \$0.00

**Total:** (\$44,700.00)

**The Original Contract Sum was** ..... \$173,500.00

**Net Change by Previously Authorized Requests and Changes** ..... \$0.00

**The Contract Sum Prior to This Change Order was** ..... \$173,500.00

**The Contract Sum Will be Decreased** ..... (\$44,700.00)

**The New Contract Sum Including This Change Order** ..... \$128,800.00

**The Contract Time Will Not Be Changed** .....

**The Date of Substantial Completion as of this Change Order Therefore is** ...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

**Snowden Electric Company, Inc.**

**Coast Community College District**

**LPA**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Craig Stanley

Jerry Patterson

Steve Tiner

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Construction Manager**

**Division of State Architect**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** Remaining Contract Allowance Amount

**DATE:** 6/6/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: David Lalonde  
Crew, Inc.

**CONTRACT NO:** PO322340

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 This deductive change order represents the reconciliation of the contract allowance amount as detailed below: (\$7,670.00)

Contract Allowance Amount: \$30,000

Field Order #10 - Rain Impacts, Added Gravel, Filter Fabric: (\$24,560)

Field Order #20 - Credit for not installing silt fence and hydroseed: \$2,230

Total Remaining Allowance Amount: \$7,670

**Unit Cost:** (\$7,670.00)

**Unit Tax:** \$0.00

**Total:** (\$7,670.00)

The Original Contract Sum was .....	\$137,400.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$137,400.00
The Contract Sum Will be Decreased .....	(\$7,670.00)
The New Contract Sum Including This Change Order .....	\$129,730.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Crew, Inc.

Coast Community College District

LPA

By: \_\_\_\_\_  
David Lalonde

By: \_\_\_\_\_  
Jerry Patterson

By: \_\_\_\_\_  
Steve Tiner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 16





# Coast Community College District

CHANGE ORDER

No. 08R

**TITLE:** 08: Alpha Mechanical  
**PROJECT:** OCC Consumr Hlth & Lab Science Bldng  
**TO:** Attn: Greg House  
Alpha Mechanical (HVAC and Plumbing)  
4885 Greencraig Lane  
San Diego, CA 92123  
Phone: 858-278-3500 Fax: 858-278-3510

**DATE:** 6/7/2011  
**CCCD PROJ NO:** 12020-964  
**CONTRACT NO:** PO316498  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Change Order Reconciliation through May 2011

\$48,788.00

## COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	C.O. Reconciliation thru May 2011	\$48,788.00

**Unit Cost:** \$48,788.00  
**Unit Tax:** \$0.00  
**Total:** \$48,788.00

The Original Contract Sum was .....	\$4,548,000.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$4,548,000.00
The Contract Sum Will be Increased .....	\$48,788.00
The New Contract Sum Including This Change Order .....	\$4,596,788.00
The Contract Time Will Not Be Changed .....	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Alpha Mechanical (HVAC and Plumb: Coast Community College District

LPA

By: \_\_\_\_\_  
Greg House

By: \_\_\_\_\_  
Pres. Governing Board

By: \_\_\_\_\_  
Young Min

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 17

# Coast Community College District

CHANGE ORDER  
No. 08T

**TITLE:** 08: Berg Electric  
**PROJECT:** OCC Consumr Hlth & Lab Science Bldng  
**TO:** Attn: David Extale  
Berg Electric (Electrical )  
3595 Cadillac Ave.  
#101  
Costa Mesa, CA 92626  
Phone: 714-433-7100 Fax: 714-433-7111

**DATE:** 6/7/2011  
**CCCD PROJ NO:** 12020-964  
**CONTRACT NO:** PO316495  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Change Order Reconciliation through May 2011 \$49,897.00

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	C.O. Reconciliation thru May 2011	\$49,897.00

**Unit Cost:** \$49,897.00  
**Unit Tax:** \$0.00  
**Total:** \$49,897.00

The Original Contract Sum was	\$3,310,000.00
Net Change by Previously Authorized Requests and Changes	\$59,525.00
The Contract Sum Prior to This Change Order was	\$3,369,525.00
The Contract Sum Will be Increased	\$49,897.00
The New Contract Sum Including This Change Order	\$3,419,422.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Berg Electric (Electrical )	Coast Community College District	LPA
By: _____ David Extale	By: _____ Pres. Governing Board	By: _____ Young Min
Date: _____	Date: _____	Date: _____
Construction Manager	Division of State Architect	
By: _____	By: _____	
Date: _____	Date: _____	

# Honeywell Building Solutions

## Building Systems Agreement

Proposal Number: 921-FJ-020911-038

Proposal Name: Orange Coast College Campus Camera Expansion

Date: 5/31/2011

**Provider:**

Honeywell Building Solutions

**Customer:**

Coast Community College District  
(OCC)

22 Centerpointe Drive Suite 100

1370 Adams Avenue

La Palma, CA 90623

Costa Mesa, CA 92626

**Scope of Work:** Honeywell shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

### A. Proposal Based Upon:

☒ Honeywell design and Site survey.

### B. Scope of work:

- ◆ Furnish and install the equipment as stated in the material list.
- ◆ Provide and install, conduit, plenum cabling, wiring, terminations, and wiring accessories required for the installation and connections to the existing Honeywell Digital Video Manager system.
- ◆ Find and adjust all cameras field of view and focusing of cameras. (Adjusting field of view and focusing of existing cameras are excluded)
- ◆ Tag and label camera cables.
- ◆ Terminate camera cables to owner provided POE switch.
- ◆ Terminate camera cables to video servers.
- ◆ DVM programming for the new cameras.
- ◆ Orange Coast College will replace the five existing camera servers, EBI server, and one DVM data base server. Honeywell will transfer all the information on these existing servers onto the new servers.
- ◆ Upgrade existing Honeywell Enterprise Building Integrator (EBI) to version 410.2.
- ◆ Upgrade the existing Digital Video Manager (DVM) to version 400.2.
- ◆ Provide any ladders, extension ladders, or lifts as required to install cameras.
- ◆ Weather seal electrical connections to camera to prevent moisture or water penetration to cameras.
- ◆ The installation and termination to POE switches are per attached plans provided by the owner.
- ◆ Engineering plans.

### C. Material List:

Qty	Description
16	P3344-VE; HDTV, day/night, fixed dome with vandal-resistant, IP66-rated outdoor casing. Varifocal 2.5-6 mm DC-iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. WDR. Video motion detection and active tampering alarm. Two-way audio detection and audio detection. I/O for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Operation in -40°C to +55°C powered by standard Power over Ethernet. Midspan not included. Includes smoked and clear transparent covers, weather shield against sun, rain or snow, and 5m Ethernet cable with mounted gasket.

36	<b>P1344-E</b> ; HDTV, day/night, fixed camera with varifocal 3-8 mm DC-iris lens and remote back focus. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. WDR. Video motion detection and active tampering alarm. Two-way audio with built-in microphone and audio detection. I/O for alarm/event handling, SD/SDHC memory card slot for optional local video storage. Power over Ethernet. Power supply not included.
63	<b>Q6034-E</b> ; AXIS Q6034-E PTZ Dome Camera, HDTV 720p, day/Night and H.264, outdoor ready and arctic temperature control, 18 x optical zoom and 220 degree tilt, active gatekeeper functionality, high power over Ethernet (IEEE 802.3at, high speed pan tilt performance,
2	Sony 46 inch LCD monitors.
5	Wireless HotPort 7000 Series. (for parking cameras)
120	Digital Video Manager (camera) licenses
1	Upgrade EBI.
1	Upgrade DVM.
1	Engineering plans.
1	2 person console.
1	Commissioning, Testing, and Training.
1	One year parts and labor Warranty

#### **D. Exclusions:**

- ◆ All needed Servers by others.
- ◆ LAN and Network Switches will be provided and install by the Owner. IP addresses by the owner.
- ◆ 120vac power wiring by others.
- ◆ Power Over Ethernet Switch by OCC.
- ◆ Camera focus or adjust field of view of any existing camera.
- ◆ Work in areas where asbestos is present is not included.
- ◆ Overtime is excluded.
- ◆ Painting and patching.

#### **E. Clarifications: OCC shall provide the following:**

- ◆ 120 vac as required.
- ◆ Access to areas as required.
- ◆ Any network infrastructure work including any fiber connection, if needed.
- ◆ All IP addresses in time to meet the construction schedule.
- ◆ All servers provided by owner, approved by Honeywell.
- ◆ All Power Over Ethernet switches as required.
- ◆ All servers operating system licensing.
- ◆ All data storage for the videos.

#### **F. Assumptions/Clarifications:**

- ◆ Honeywell requires a fully executed and signed proposal, purchase order or contract prior to execution of
- ◆ Warranty work to be performed during normal business hours.

**G. Period of Performance:** The Work shall commence upon OCC's submission to Honeywell of an executed contract, and be completed no later than 12/31/2011.

**Price: Seven Hundred Ten Thousand Seven Hundred \$710,700.00 U.S. Dollars**

☐ Sales Tax will be invoiced separately
 ☒ Use Tax is included in the Price
 ☐ This sale is tax exempt

**Payment:** Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell or percent 20% of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

**This proposal is valid for 40 days.**

**Proposal Submitted By:** Gina Jalali  
(Signature)

<b>Name:</b>	<b>Gina Jalali</b>
<b>Title:</b>	<b>Account Executive</b>
<b>Date:</b>	<b>5/31/2011</b>

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 of the General Terms and Conditions below and only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

**Accepted by:**

**HONEYWELL BUILDING SOLUTIONS**

**CUSTOMER: COAST COMMUNITY COLLEGE  
DISTRICT**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Option 1: Honeywell shall provide and install the following:**

Qty	Description
11	Dell PowerEdge R710 - for camera servers
3	Dell PowerEdge R710- for EBI and DVM database servers.
11	POE Switches.

**Price: Eighty Eight Thousand Four Hundred \$88,400.00 U.S. Dollars**

☐ Sales Tax will be invoiced separately the Price
 ☒ Use Tax is included in
 ☐ This sale is tax exempt

### General Terms and Conditions

#### WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

## **2. TAXES**

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

## **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which shall not be unreasonably withheld.

## **4. INSURANCE OBLIGATIONS**

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis; (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://www.51.honeywell.com/moi/liability-n2/ds-united.html>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

## **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 **TO THE FULLEST EXTENT ALLOWED BY LAW,** Customer SHALL INDEMNIFY AND HOLD Honeywell HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION. EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

## **6. WARRANTY AND LIMITATION OF LIABILITY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

## **7. INDEMNITY**

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell shall not be responsible for any settlement without its written consent. Honeywell shall not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

## **8. LIMITATION OF LIABILITY**

8.1 **IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.**

8.2 **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, Honeywell's TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.**

8.3: **THE PROVISIONS OF THIS SECTION 8. SHALL NOT APPLY TO DAMAGES CAUSED WHILE HONEYWELL IS ON THE SITE PERFORMING WORK, OR IN THE EVENT THAT THE EQUIPMENT OR SERVICES PROVIDED BY HONEYWELL ARE THE DIRECT CAUSE OR SOURCE OF ANY LOSS OR BREACH OF CONTRACT.**

## **9. EXCUSABLE DELAYS**

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, or God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

**COAST COMMUNITY COLLEGE DISTRICT  
2013 - 2017 FIVE YEAR (CAPITAL) CONSTRUCTION PLAN  
EXECUTIVE SUMMARY**

Project By College		Classification	Projected Occupancy	Project Scope in ASF	Net Change in ASF	Projected Cost	Projected Funding Sources		
							State Supported	District Allocation Requirements	Other Supported
<b><u>Coastline Community College</u></b>									
1	Newport Beach Learning Center	Growth/Academic	2011/2012	46,406	11,396	\$40,000,000	\$0	\$40,000,000	\$0
2	Le Jao LRC/Student Learning Supp (IPP Preparing 2011)	Growth/Instr Support	2017/2018	2,887	2,392	\$3,081,406	\$1,848,844	\$1,232,562	
sub total						<b>\$43,081,406</b>	<b>\$1,848,844</b>	<b>\$41,232,562</b>	
<b><u>Orange Coast College</u></b>									
1	Boys/Girls Club Recreation Facility	Campus Completion	2010/2012	11,300	6,956	\$5,385,000	\$0	\$0	\$5,385,000
2	Science/Math Bldg (FPP Approved 2010)	Growth/Academic	2015/2016	74,236	30,316	\$75,627,803	\$53,487,463	\$22,140,340	\$0
3	Criminal Justice Training Ctr (FPP Resubmitted 2011)	Growth/Academic	2016/2017	25,794	15,549	\$17,231,140	\$10,338,684	\$6,892,455	\$0
4	Language Arts Complex (IPP Approved 2011)	Growth/Academic	2017/2018	43,935	9,259	\$32,071,594	\$19,242,956	\$12,828,638	\$0
5	Student Services Center (IPP Approved 2011)	Growth/Inst. Support	2018/2019	44,353	5,749	\$20,126,073	\$16,100,857	\$4,025,216	\$0
sub total						<b>\$150,441,610</b>	<b>\$99,169,961</b>	<b>\$45,886,649</b>	
1	Music Modernization (FPP Approved 2006)	Modernization/Academic	2012/2013	12,191	358	\$8,008,063	\$3,831,507	\$4,176,556	\$0
2	Business, Math & Computing Ctr. (FPP Approved 2010)	Growth/Academic	2015/2016	52,042	18,406	\$45,736,412	\$32,214,527	\$13,521,885	\$0
3	Lang Arts & Social Sci (FPP Resubmitted 2011)	Growth/Academic	2016/2017	69,701	33,873	\$43,705,024	\$32,793,768	\$10,931,256	\$0
4	Maritime Academy (IPP Approved 2010)	Growth/Academic	2017/2018	8,323	8,323	\$8,166,632	\$6,533,305	\$1,633,327	\$0
5	Chem Bldg Remod/Expan (IPP Approved 2010)	Growth/Academic	2017/2018	29,775	8,786	\$20,104,512	\$15,078,384	\$5,026,128	\$0
6	Consumer & Sci Lab (Completed - closed-out in progress)	Growth/Academic	2010/2011	50,400	12,908	\$37,386,876	\$16,748,938	\$20,637,938	\$0
sub total						<b>\$163,107,519</b>	<b>\$107,200,429</b>	<b>\$55,927,090</b>	
GRAND TOTAL						<b>\$356,630,535</b>	<b>\$208,219,234</b>	<b>\$143,046,301</b>	<b>\$5,385,000</b>





## **Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2013-2014 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

### **Orange Coast College, Language Arts and Social Science Project New Construction of 69,701 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

**Orange Coast College: Language Arts and Social Science**

<b>Project Element</b>	<b>State Funds Requested</b>	<b>District Funds Required</b>	<b>Total Project Costs</b>
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$1,068,959	\$356,320	\$1,425,279
Working Drawings	\$1,188,792	\$396,264	\$1,585,056
Construction Funding	\$29,224,019	\$9,741,341	\$38,965,360
Equipment	\$1,311,997	\$437,332	\$1,749,329
<b>Total</b>	<b>\$32,793,767</b>	<b>\$10,931,257</b>	<b>\$43,725,024</b>

**Fiscal Impact:** \$43,725,024 Total

- \$32,793,767 (2013/2014 State Capital Outlay Funds)
- \$10,931,257 (Coast Community College District Funds)

Master Plan Approved Projects

Language Arts and Social Science Project, Orange Coast College

**BOARD ACTION BY ROLL CALL VOTE**

	<b>AYE</b>	<b>NOE</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Jerry Patterson, President	_____	_____	_____	_____
Jim Moreno, Vice President	_____	_____	_____	_____
Lorraine Prinsky, Clerk	_____	_____	_____	_____
Mary L. Hornbuckle, Trustee	_____	_____	_____	_____
David A. Grant, Trustee	_____	_____	_____	_____

Date: \_\_\_\_\_

Clerk of the Board; \_\_\_\_\_

## PROJECT TERMS AND CONDITIONS

**District:** Coast Community College District

**College:** Orange Coast College

**Project:** Language Arts and Social Science Bldg

**Budget Year:** 2013-2014

1. The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.
2. The applicant hereby certifies to the Board of Governors of the California Community Colleges that:
  - a. Pursuant to the provisions of Section 57001.5 of Title 5 of the *California Code of Regulations* no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in Section 57001.5.
  - b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.
  - c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.
  - d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Division of the State Architect.
  - e. Pursuant to the provisions of Section 57001 of Title 5 of the *California Code of Regulations*, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.
  - f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.
  - g. Pursuant to the provisions of State law, no State-funded construction contract shall be awarded prior to approval of the project by the State Public Works Board and release of funds by the State Department of Finance.
3. It is understood by the applicant that:
  - a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented and approved by the State Public Works Board.

## **Project Terms and Conditions (Continued)**

- b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
  - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this agreement or payment of any funds awarded on the project presented in this application.
- 4. It is further understood that:
  - a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
  - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
  - c. A change in the scope of the project or assignable areas shall only be granted with the approval of legislature or its designated agent.

## PROJECT TERMS AND CONDITIONS

**District:** Coast Community College District

**College:** Golden West College

**Project:** Criminal Justice Training Center

**Budget Year:** 2013-2014

1. The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.
2. The applicant hereby certifies to the Board of Governors of the California Community Colleges that:
  - a. Pursuant to the provisions of Section 57001.5 of Title 5 of the *California Code of Regulations* no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in Section 57001.5.
  - b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.
  - c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.
  - d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Division of the State Architect.
  - e. Pursuant to the provisions of Section 57001 of Title 5 of the *California Code of Regulations*, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.
  - f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.
  - g. Pursuant to the provisions of State law, no State-funded construction contract shall be awarded prior to approval of the project by the State Public Works Board and release of funds by the State Department of Finance.
3. It is understood by the applicant that:
  - a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented and approved by the State Public Works Board.

## Project Terms and Conditions (Continued)

- b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
  - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this agreement or payment of any funds awarded on the project presented in this application.
- 4. It is further understood that:
  - a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
  - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
  - c. A change in the scope of the project or assignable areas shall only be granted with the approval of legislature or its designated agent.

## **Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2013-2014**

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2013-2014 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

### **Golden West College, Criminal Justice Training Center New Construction of 25,974 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

### Final Project Proposal Funding Requests

#### **Golden West College, Criminal Justice Training Center**

<b>Project Element</b>	<b>State Funds Requested</b>	<b>District Funds Required</b>	<b>Total Project Costs</b>
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$365,552	\$243,702	\$609,254
Working Drawings	\$370,300	\$246,866	\$617,166
Construction Funding	\$8,904,994	\$5,936,662	\$14,841,656
Equipment	\$697,838	\$465,225	\$1,163,064
<b>Total</b>	<b>\$10,338,685</b>	<b>\$6,892,455</b>	<b>\$17,231,140</b>

**Fiscal Impact:** \$17,231,140 Total

- \$10,338,685 (from 2013/20134 State Capital Outlay Funds)
- \$6,892,455 (from Coast Community College District Funds)

Master Plan Approved Projects

Criminal Justice Training Center, Golden West College

#### BOARD ACTION BY ROLL CALL VOTE

	AYE	NOE	ABSTAIN	ABSENT
Jerry Patterson, President	_____	_____	_____	_____
Jim Moreno, Vice President	_____	_____	_____	_____
Lorraine Prinsky, Clerk	_____	_____	_____	_____
Mary L. Hornbuckle, Trustee	_____	_____	_____	_____
David A. Grant, Trustee	_____	_____	_____	_____

Date: \_\_\_\_\_

Clerk of the Board; \_\_\_\_\_





## Concept Two Preventative Maintenance/Support Program

Proposal Number: LE5541-121-10-1

Date: June 1, 2011

By and between:

**CONTRACTOR**

**AND**

**CUSTOMER**

Southland Industries  
7421 Oranewood Ave.  
Garden Grove, CA 92841  
(714) 901-5800 Office  
(714) 891-5015 Fax

Golden West College  
15744 Golden West Street  
Huntington Beach, CA 92647  
(714) 895-8158 Office  
(714) 895-8941 Fax

Contractor will provide the services in accordance with the schedules, terms and conditions on the pages, which are attached and listed below.

Golden West College Central Plant

**Type of Service: Concepts Two – Preventative Maintenance/Support Program**

Agreement coverage will begin on June 16, 2011. The agreement price is \$72,312 per year, to be paid \$6,026 per month in advance beginning on the effective date.

Schedules Included: ☒ 1 – Inventory of Equipment ☒ 2 – Air Filter Service  
☐ 3 – Water Treatment Service ☒ 4 – Energy Management  
☒ 5 – Special Services/Provisions

The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of Contractor and is provided for the Customer's use only. This agreement is subject to management approval by Contractor. No waiver, change, or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

**CONTRACTOR**

**CUSTOMER**

By: Lance English 6-1-11  
Account Manager

By: \_\_\_\_\_  
Authorized Representative

Mark Collins  
General Manager Approval

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **Concept Two**

# **Preventative Maintenance/Support Program**

### **General Scope of Services**

The Concepts Maintenance Program described below has been designed to provide you, the customer, with a continuing maintenance program. This program will be planned, scheduled, managed, monitored and enhanced by Southland Industries throughout the term of this agreement.

#### **Test and Inspection**

This agreement includes all labor to visually inspect and search for worn, failed and/or doubtful parts. Southland Industries will visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, heat exchangers, etc. Southland Industries will make recommendations to the Customer of any necessary replacements and/or adjustments.

#### **Preventative Maintenance and Predictive Maintenance**

This agreement includes labor to perform preventative maintenance on the equipment included in the attached schedules. Maintenance intervals for systems and equipment are determined by run time, system use, application, location and manufacturer's recommendations. This information, along with our years of practical experience in engineering, construction, and service, assures that the Customer receives the industry's most cost effective maintenance program.

#### **Consumable Materials**

This agreement includes normal consumable materials and supplies; such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, oil and clean-up materials.

#### **Air Filter Media and Service**

As defined in Schedule 2 "Air Filter Service", this agreement includes regular air filter changing. If Schedule 2 is not included in this agreement, then the customer has assumed responsibility for the labor and materials to change air filters. Southland Industries will monitor the air filter conditions and notify the Customer of any recommended adjustments to this maintenance program.

#### **Coil Service**

This agreement includes (1) annual cleaning of the condenser coils, as defined in Schedule 1 "Inventory of Equipment." Should additional cleaning be required, Southland Industries will notify the Customer of any necessary adjustments to this program.

#### **Repair and Replacement**

Should repairs or replacements be necessary, Southland will perform such repairs with Customer approval and all labor and materials will be billed separately, including travel.

#### **Emergency Service**

Emergency service is available – 24 hours a day – 7 days a week – to reduce the risk of down time and inconvenience for the customer. Should emergency service be required, such services will be billed separately.



## Concept Two

### Preventative Maintenance/Support Program

#### Schedule 1 - Inventory of Equipment

Proposal Number: LE5541-121-10-1

Proposal Date: DECEMBER 1, 2010

Qty	System Components	Manufacturer	Model #	Serial #	Capacity
<b>Central Plant</b>					
CH-1	Chiller #1	Trane	CVHF-485	L07G03633	470 TON
CH-2	Chiller #2	Trane	CVHF-485	L07G03634	470 TON
CH-3	Chiller #3	Trane	CVHF-485	L07G03635	470 TON
CT-1	Cooling Tower #1	BAC	3333A/Q	V070783303	6,600 MBH
CT-2	Cooling Tower #2	BAC	3333A/Q	V070783302	6,600 MBH
CT-3	Cooling Tower #3	BAC	3333A/Q	V070783301	6,600 MBH
CWP 1	Condenser Water Pump #1	Patterson	E6N13A-2	HVAC- C064802-03	1110 GPM 25 HP
CWP 2	Condenser Water Pump #2	Patterson	E6N13A-2	HVAC- C064802-01	1110 GPM 25 HP
CWP 3	Condenser Water Pump #3	Patterson	E6N13A-2	HVAC- C064802-03	1110 GPM 25 HP
CWP 4	Condenser Water Pump #4	Patterson	E6N13A-2	HVAC- C064802-02	1110 GPM 25 HP
PCH WP-1	Primary Chilled Water Pump #1	Patterson	E4F13A-2	HVAC- C064801-02	940 GPM 60 HP
PCH WP-2	Primary Chilled Water Pump #2	Patterson	E4F13A-2	HVAC- C064801-01	940 GPM 60 HP
PCH WP-3	Primary Chilled Water Pump #3	Patterson	E4F13A-2	HVAC- C064801-03	940 GPM 60 HP
PHW P-1	Primary Hot Water Pump #1	Patterson	E2.5J7A-1	HVAC- C064801-07	180 GPM 2 HP
PHW P-2	Primary Hot Water Pump #2	Patterson	E2.5J7A-1	HVAC- C064801-06	180 GPM 2 HP
PHW P-3	Primary Hot Water Pump #3	Patterson	E2.5J7A-1	HVAC- C064801-04	180 GPM 2 HP

The services described above are governed by the terms and conditions of the program of which this schedule is part.



## Concept Two

### Preventative Maintenance/Support Program

#### Schedule 1 - Inventory of Equipment

Proposal Number: LE5541-121-10-1

Proposal Date: DECEMBER 1, 2010

Qty	System Components	Manufacturer	Model #	Serial #	Capacity
<b>Central Plant</b>					
PHW P-4	Primary Hot Water Pump #4	Patterson	E2.5J7A-1	HVAC- C064801-05	180 GPM 2 HP
SHW P-1	Secondary Hot Water Pump #1	Patterson	E3D13A-2	HVAC- C064801-08	450 GPM 30 HP
SHW P-2	Secondary Hot Water Pump #2	Patterson	E3D13A-2	HVAC- C064801-09	450 GPM 30 HP
SHW P-3	Secondary Hot Water Pump #3	Patterson	E3D13A-2	HVAC- C064801-10	450 GPM 30 HP
CS-1	Pump Separator (CS #1)	Armstrong	3x2.5x6 4280	571982	320 GPM
CS-2	Pump Separator (CS #2)	Armstrong	3x2.5x6 4280		320 GPM
1	Exhaust Fan #1	Greenheck	CUBE-300-200-X	1095617707 09	6900 CFM 2 HP
1	Blower Coil Unit #1	Williams	AH-030-W2B40 7R000	339619	2800 CFM
1	Blower Coil Unit #2	Williams	AH-030-W2B40 7L000	339619	1800 CFM
HWB 1	Hot Water Boiler #1	Ajax	WRFG-4200	67944	Input 4,200 Output 3570 MBTU/Hr
HWB 2	Hot Water Boiler #2	Ajax	WRFG-4200	67943	Input 4,200 Output 3570 MBTU/Hr
HWB 3	Hot Water Boiler #3	Ajax	WRFG-4200	67942	Input 4,200 Output 3570 MBTU/Hr
HWB 4	Hot Water Boiler #4	Ajax	WRFG-4200	67941	Input 4,200 Output 3570 MBTU/Hr

The services described above are governed by the terms and conditions of the program of which this schedule is part.



## Concept Two

### Preventative Maintenance/Support Program

#### Schedule 1 - Inventory of Equipment

Proposal Number: LE5541-121-10-1

Proposal Date: DECEMBER 1, 2010

Qty	System Components	Manufacturer	Serves	Serial #	Capacity
<b>Central Plant</b>					
CTV FD#1	Variable Frequency Drive	ABB	Cooling Tower #1		20HP
CTV FD#2	Variable Frequency Drive	ABB	Cooling Tower #2		20HP
CTV FD#3	Variable Frequency Drive	ABB	Cooling Tower #3		20HP
PCH WP VFD #1	Variable Frequency Drive	ABB	Primary Chilled Water Pump #1		60HP
PCH WP VFD #2	Variable Frequency Drive	ABB	Primary Chilled Water Pump #2		60HP
PCH WP VFD #3	Variable Frequency Drive	ABB	Primary Chilled Water Pump #3		60HP
SWH HWP VFD #1	Variable Frequency Drive	ABB	Secondary Heating Hot Water Pump #1		30HP
SWH HWP VFD #2	Variable Frequency Drive	ABB	Secondary Heating Hot Water Pump #2		30HP

The services described above are governed by the terms and conditions of the program of which this schedule is part.



**Concept Two**  
**Preventative Maintenance/Support Program**  
*Schedule 3 – Water Treatment Service*

**Proposal Number:** LE5541-121-10-1

**Proposal Date:** DECEMBER 1, 2010

System	Location
As part of this agreement, Southland will monitor the open loop Condenser Water System Program. The service is provided by others and contracted directly with the College.	Golden West College Central Plant Cooling Towers



## **Concept Two**

### **Preventative Maintenance/Support Program**

#### ***schedule 5 – Special Services/Provisions***

**Proposal Number:** LE5541-121-10-1

**Proposal Date:** DECEMBER 1, 2010

**As part of this agreement, Southland will perform the following:**

1. Southland will perform one (1) Annual type Inspection on mechanical equipment listed in Schedule 1 "Inventory of equipment" section of this agreement. All Annual tasks will be per the attached Annual Maintenance Scopes.
2. Southland will perform three (3) Operational type Inspections on mechanical equipment listed in Schedule 1 "Inventory of equipment" section of this agreement. All Operational tasks will be per the attached Operational Maintenance Scopes.
3. Southland will perform Bi-Annual type Inspections on Variable Frequency Drives, Separator and Exhaust Fans listed in Schedule 1 "Inventory of equipment" section of this agreement. All Bi-Annual tasks will be per the attached Bi-Annual Maintenance Scopes.
4. Southland will prepare an Equipment History Log Book which will contain all equipment service reports, meg-ohm readings, recommendations and notations. The History Log Book will remain on site.
5. Southland will provide 24 hours per month to support Golden West's Campus HVAC requirements. All scheduling will be done by Golden West College. Any portion of the 24 hours not used in any month may be carried forward to the next month. The maximum number of hours for the year is 288 hours. All hours are to be used Southland's normal working hours Monday thru Friday from 7:00 AM to 3:00 PM excluding holidays and may not exceed 8 hours in any single day. Southland will make available additional hours based on the prevailing maintenance discounted labor rates. NOTE: All scheduled hours must be a minimum 8 hours days.



## Concept Two

# Preventative Maintenance/Support Program

### Terms and Conditions (rev 07/07)

Unless otherwise advised in writing to the contrary within seven (7) days of the execution of this agreement, the following terms and conditions as written are hereby accepted between Customer and Southland Industries, hereafter referred to as SI. By execution of this agreement, the Customer represents that he has the authority to enter such agreement.

#### GENERAL

- 1) Acceptance of this agreement by SI assumes that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
- 2) The Customer will provide access to all areas and equipment, and will allow SI to stop and start equipment as may be necessary to fulfill the terms of the agreement. All maintenance, repair or replacement tasks will be performed during normal working hours, 7:30 AM to 4:30 PM, Monday through Friday, holidays excepted. Customer agrees to pay overtime on any maintenance and work requested to be performed outside said normal working hours.
- 3) If any emergency call is made at the Customer's request and inspection does not reveal any defect, Customer will be liable for charges for such services, including but not limited to; investigative labor, travel time, and overtime. Customer acknowledges that there is a minimum charge of two (2) hours for emergency calls, if no defect is found.
- 4) SI reserves the right to adjust and or terminate this agreement, should the systems and/or equipment covered under this agreement be altered, modified, changed or moved, including but not limited to any direct changes in application or architectural modifications resulting in changes to the mechanical systems and/or equipment performance. If persons other than representatives of SI performs maintenance or repair of equipment covered under this agreement, and as a result further repair by SI is required, such repairs will be made and charges billed to the Customer at SI's applicable labor and material rates then in effect.
- 5) In addition to any price specified on the face hereof, the Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by SI on behalf of the Customer whether such tax shall be local, state, or federal in nature. This includes, but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
- 6) Maintenance service charges will be invoiced in advance of the period during which the service is provided. Extra work performed will be invoiced upon completion of work. Payment for services performed under this agreement is due within 30 days of invoice date. Finance charges will apply to balances over 30 days, and SI reserves the right to stop all work until such balances are made current.
- 7) SI reserves the right to adjust this Agreement should Customer request a material change in the scope of services, as determined by SI in its sole discretion. When SI determines a change is material, SI will reduce the change to writing and provide the completed written change to Customer. Both SI and Customer will have to provide written approval of the change as detailed in the written description of the change, including the impact of the change on the schedule, resources, and the price of the service, before SI will make the change. When Customer accepts the change, Customer will modify its forms for payment as requested by SI. If Customer does not accept the change (including the impact on the schedule, resources, or price), the parties will complete their obligations as set forth in this Agreement.
- 8) This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. The annual agreement price is subject to adjustment on each renewal anniversary date to reflect increases in labor, materials and other industry related costs.





## **Concept Two**

### **Preventative Maintenance/Support Program**

- 9) Either party may terminate this Agreement if the other party commits a material breach of such Agreement, including but not limited to non-payment of any amount when due, and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. If SI terminates this Agreement for cause, Customer shall be responsible for SI's costs incurred and reasonable profit up through the date of termination.
- 10) Either party may at its option cancel or terminate this Agreement and all Supplemental Agreements in their entirety, or cancel or terminate merely one or more of the Supplemental Agreements, without cause upon thirty (30) days prior written notice to the other party. SI shall advise Customer of the extent to which performance has been completed through the date of the notice of termination. Customer shall be responsible for SI's costs incurred and reasonable profit up through the date of cancellation.

#### **EXCLUSIONS**

- 11) Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, coils, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, tubing, tanks, fixtures and finishes, structural supports and other non-moving parts, are not included in this agreement.
- 12) SI is not responsible for (a) the design of the mechanical and/or plumbing system (b) obsolescence (c) water supply and drainage (d) damages caused by freezing (e) additional work required by government regulated codes (f) additional work required to meet insurance requirements (g) any air/water balancing (h) safety tests (i) electrical service or service requirements due to power failure (j) misuse and/or abuse of system(s) (k) negligence of Customers or others (l) vandalism (m) and all other causes that are beyond SI's control.
- 13) This agreement does not include the identification, removal, handling or disposal of asbestos or other hazardous substances. In the event such substances or materials are discovered, SI's responsibility is limited to notifying the Customer of the possibility of the existence of such materials.

#### **LIMITATIONS OF LIABILITY**

- 14) SI will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond SI's reasonable control.
- 15) In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall SI or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, attorney fees, lost profits or claims of such damages by the Customer or against the Customer by any other party.
- 16) No other warranty expressed or other liability is given and no other affirmation by SI, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of SI.
- 17) SI warrants materials only to the extent and for the time period said materials are warranted to SI by the manufacturer(s) of the same. SI liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by SI.
- 18) SI and Customer agree to seek to avoid litigation as a resolution of any disputes. However, should either party commence legal action against the other, the prevailing party shall be entitled to recover from the other party all court costs, disbursements and reasonable attorney's fees. SI and the Customer agree to indemnify and hold each other, including their officer, agents, directory



## **Concept Two**

### **Preventative Maintenance/Support Program**

and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence or willful misconduct or breach of this agreement by the indemnifying party or its employees, contractors or agents.

**ASSOCIATED STUDENTS OF GOLDEN WEST COLLEGE**  
**BUDGET FOR 2011-2012**

**PROJECTED INCOME: (A)**

BASED ON COLLEGE SERVICES CHARGE SALES	(Spring Refund 2010)	3,228.00
	(Summer '10/Fall '10/Spring '11 Actual)	417,148.00
<i>Less 10% Uncollected Fee removed by CCCD for each allocation.</i>	(Spring '11 Actual)	40,617.50
	<b>TOTAL:</b>	<b><u>\$ 460,993.50</u></b>
	<b>PROJECTED AMOUNT A:</b>	<b><u>\$460,993.50</u></b>
	(Projected 7% reduction based on unknown enrollment for 2011-2012.)	<b><u>-\$32,269.55</u></b>
		<b><u>\$428,724.00</u></b>

**ADDITIONAL INCOME SOURCES: (B)**

GAMEROOM INCOME (Projection thru end of May 2011)	\$3,500
INTEREST INCOME RETAINED EARNINGS (Projection)	\$1,000
SODEXHO FOOD SERVICE INCOME (Projection)	\$20,000
	<b>PROJECTED AMOUNT B: <u>\$24,500</u></b>
	<b>TOTAL OF A + B: <u>\$453,224</u></b>

**COMMITMENTS: (C)**

STUDENT CENTER MAINTENANCE (10-5017)	\$7,000
STUDENT SCHOLARSHIPS (10-5100-5010) (\$1.00 from each card sold both Fall – TBA and Spring TBA)	\$26,782
FOOD SERVICE BUSINESS COSTS (10-5007 to 5010)	\$15,000
ADMISSIONS AND RECORDS COLLECTION COST (10-5100-5015)	\$2,000
FISCAL SERVICES ACCOUNT SUPPLIES (ASGWC) (10-2600-2210)	\$3,500
STUDENT ACTIVITIES STAFF (10-2600-2223/2225/2244) (Permanent, Hourly and Student Assistants)	\$135,000
UNION BANK SERVICE DEFICIT FEE (10-5018)	\$9,000
	<b>SUB TOTAL: <u>\$198,282</u></b>
	<b>GRAND TOTAL: <u>\$254,942</u></b>
	(Grand total based on Income minus Commitments)

## **2011-2012 ASSOCIATED STUDENTS BUDGET**

### **ASGWC (ASSOCIATED STUDENTS) ACCOUNTS**

10-2600-2201	Advisor's Projects	2,500
10-2600-2202	Contingency Fund	7,000
10-2600-2204	ASGWC Awards (ICC, Pass the Gavel and ASGWC)	4,000
10-2600-2207	Council Honorariums (Recognition for Senate and Council)	5,500
10-2600-2208	Council Projects	2,500
10-2600-2213	Inter-Club Council	7,500
10-2600-2220	Student Activities Postage	2,000
10-2600-2222	Student Activities (Calendar Events)	20,000
10-2600-2226	Student Leadership (ASGWC and Clubs)	13,000
10-2600-2227	Student Supplies	<u>12,000</u>
	Sub Total:	\$76,000

### **CAMPUS MISCELLENEOUS ACCOUNTS**

10-2600-2206	Community Hosting Account	3,000
10-2600-2209	Creative Arts	28,442
10-2600-2211	Library Subscriptions	30,000
10-2600-2212	College Preview Day	3,500
10-2600-2214	Interpreters Activities	1,500
10-2600-2216	Math Learning Center	2,500
10-2600-2217	Biology Department/Animal Care	500
10-2600-2219	Physical Education	56,000
10-2600-2221	Scholarship Awards Night	2,000
10-2600-2228	Tutoring Center	42,000
10-2600-2231	Re-entry CalWORKS	3,000
10-2600-2236	Model United Nations Program	500
10-2600-2245	Intercultural Program	<u>6,000</u>
	Sub Total:	\$178,942

**GRAND TOTAL: \$ 254,942**

Approved by Student Council on 5/6/11  
Presented to Planning and Budget Committee on 5/11/11

Arbitration Decision and Award  
Before the American Arbitration Association

In the Matter of Arbitration  
Between:

Coast Community College Association,

Union,

and

Coast Community College District,

Employer.

AAA Case No. 73 390 00428 10

Grievance of

Dr. Barbara Price

Arbitrator

Louis M. Zigman, Esq.  
473 South Holt Avenue  
Los Angeles, CA 90048

Dated: May 24, 2011

Appearances

For the Association

Dr. Jack Price  
Grievance Officer  
Coast Community College Association  
215 Via Eboli  
Newport Beach, CA 92663

For the Employer

Elizabeth Zamora-Mejia, Esq.  
Atkinson, Andelson et al.  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

### Introduction

This matter was heard before Louis M. Zigman, Esq., neutral arbitrator, on April 21, 2011. The District was represented by Elizabeth Zamora-Mejia, Esq. and the Association was represented by Dr. Jack Price.

Both parties were afforded an opportunity to present evidence and to examine witnesses. After the conclusion of the hearing both parties filed closing briefs. The matter stood as submitted on May 21, 2011.

Based on the evidence and contentions of the parties, I issue the following decision and award.<sup>1</sup>

### Statement of the Case

This dispute concerns a question as to whether the grievant, Dr. Barbara Price was entitled to an appointment to two sections of Education 102 classes for the Fall, 2010 semester.

The evidence disclosed that Dr. Gregory Clark, a full-time tenured faculty member was appointed to teach that class. The Association asserts that the grievant should have been given that assignment.

According to the Association, the grievant was entitled to the appointment based on an oral agreement between the Association and the District that was made on November 28, 2006. The District, on the other hand maintains that there was no agreement wherein the District agreed that the grievant would be given rights beyond those permitted in the collective bargaining agreement.

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<sup>1</sup> The parties asked for an expedited award in light of the time constraints involved in scheduling classes for the 2011 Fall semester.

### Issues

Is the grievance arbitrable?

Did the District violate Article XV, Section 2 of the collective bargaining agreement when Dr. Barbara Price was not appointed to teach Education 102 classes for the Fall, 2010 semester?

If so, what is the appropriate remedy?

Is there a legally and enforceable binding oral agreement between the Association and the District which required the District to appoint Dr. Barbara Price to teach Education 102 classes in the Fall 2010?

If so, did the District violate that agreement when it failed to appoint Dr. Barbara Price to teach two sections that class in the Fall, 2010?

If so, what is the remedy?

### Pertinent Contractual Language

#### Article IX. Grievance

##### Section 1. Definitions

(a) A "grievance" is defined as a claim that the District has violated a provision of this Agreement and that by such violation the grievant has been harmed.

#### Article XV. Scheduling

##### Section 2. Assignment of Classes

Part-time Faculty Members who have been employed for eight (8) consecutive semesters or more at one specific CCD college ... and whose two most recent evaluations exhibit an over all summary of 'meets or exceeds the standard' shall be given first consideration of assignment for the class or classes in their discipline currently taught by them. Because of full-time contractual provisions related to overload, a full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes which the full-time Faculty Member regularly teaches. Further, because of cancellation or reduction of a full-time Faculty Member's load, the full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes for which the full-time Faculty Member is qualified to teach according to his/her FSA. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

(a) "First consideration" means the part-time faculty member's requests will be considered before considering others in developing the final schedule.

#### "Section 4. Scheduling Decisions

The College scheduling decisions and the reasons therefore, shall not be subject to the grievance procedure in the Agreement.

#### Article XIX Zipper Clause

Section 1. Zipper Clause. This Agreement shall constitute the full commitment between the parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

#### Background and Material Facts

On Friday, September 8, 2006, the grievant, a part-time faculty member was introduced at a general staff meeting as the President of the Coast Community College Association. On Monday September 11, 2006 the grievant received an email from Dean Michael Mandelkern informing her that the classes she previously taught - Education 102 - were going to be taught by a full-time faculty member in the Spring 2007 semester.

On September 12, 2006, Grievance Officer Dr. Jack Price requested a meeting to discuss with Dean Mandelkern the fact that the grievant was not going to be appointed to teach those classes. Dr. Price received a message wherein Dean Mandelkern declined to meet with him.

Dean Mandelkern's response was:

"I'm going to decline your request for the following reason. It is not appropriate for the union to send a representative on someone's behalf who is married to the person for the simple reason that the representative is not going to be objective, which would undermine the purpose for the meeting."



Dr. Price informed Melinda Nish, Vice-President of Instruction of Dean Mandelkern's refusal to meet. VP Nish met with Dr. Price on November 9, 2006 to discuss the substance the Association's concern that the grievant was not going to be allowed to teach Education 102 in the Spring.

During their meeting, VP Nish and Dr. Price decided to discuss this matter with Dr. Joseph Quarles, Vice-Chancellor of Human Resources and Chief negotiator for the District in contract negotiations with the Association. They met on November 14, 2006.

During that meeting, Dr. Price expanded on the Association's concerns. Dr. Quarles said that he would talk with Bob Dees, President of Orange Coast Community College and with the Chancellor, Ken Yglesias. Dr. Quarles told Dr. Price that he would give him a response by November 17; later revised to November 21, 2006.

Inasmuch as he received no response by November 21, 2006, Dr. Price contacted his CTA Field Representative, Marianne Reynolds giving her a chronology of the above referenced facts. He also told Ms. Reynolds that the Association was considering filing an unfair labor practice charge with PERB alleging that the District - through Dean Mandelkern - was retaliating against the grievant because she was the President of her union.

The evidence disclosed that Dr. Price, the grievant and Dr. Quarles met on November 28, 2006 - where the purported oral agreement was reached.

In a "note to file" written by Dr. Jack Price he states:

"In a meeting on November 28, the Association and the District agreed that the Association would not institute the unfair practice charge with PERB and in return Barbara Price would receive her classes back."

Pursuant to the agreement noted above, the grievant was assigned and she taught two sections of Education 102 classes in the Spring, 2007 semester - from January 29 through May 27, 2007.

The evidence also disclosed that sometime during the Spring, 2007 semester the grievant was awarded a three year grant from the CTA/NEA to build the Association and its services for the unit members. As a result, the grievant did not apply nor did she teach any classes at the college for the next few years.

Prior to the commencement of the Fall 2010 semester the grievant informed Dean Mandelkern that she would be returning to teach Education 102 classes in that semester.

On August 19, 2010 when she was informed that she would not be appointed/assigned to teach the two classes, she filed a Level 1 grievance.<sup>2</sup>

At the Level II, the Association asserted that the grievant was entitled to teach two Education 102 sections because she was returning from her "three year leave of absence" and that she was entitled to "first consideration" to teach those sections under the provisions in Article XV, Section 2. At the same time, the Association asserted that Dean Mandelkern's refusal to appoint the grievant was the result of "his antagonism toward her union leadership." The Association concluded its Level II grievance by stating that it filed the grievance hoping to

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<sup>2</sup> The collective bargaining agreement was effective July 1, 2010 to June 30, 2011.

resolve the problem before an unfair labor practice would have to be filed with PERB against the District for its retaliation against the grievant's union activities.

The District responded by denying the validity of the grievance. Initially, the District contended that the grievant was not entitled to "first consideration" under the Article XV, Section (2) because she had not taught eight consecutive semesters - inasmuch as there was a three year lapse in her employment. Additionally, the District denied that Dr. Barbara Price had been on a three year "leave of absence" contending that there is no provision in the collective bargaining agreement permitting for leaves of absences.

The Association responded stating that the District's response:

"Involves a lack of integrity in honoring an agreement that was reached in November 2006, to settle a proposed unfair labor practice. The agreement at that time was that Dr. Barbara Price would continue to have her classes of Education 102 if the proposed unfair practice was dropped. As a result, the unfair was dropped and Dr. Price received her classes for Spring, 2007.

There was always the assumption that she would receive her classes back when she returned. She had spoken to President Dees before applying and was assured that she would be continued to be carried as an Orange Coast faculty member. She retained her mail box, her telephone and her email privileges. Based on the previous agreement and action of the OCC President, Dr. Price had every assurance that she would have her classes back. Under the Collective Bargaining Agreement, Article XV, Section 2, under certain conditions part-time faculty receive first consideration to continue teaching the classes they are currently teaching. The original grievance was denied on the basis that part-time faculty do not receive leaves and have no right to their positions. However, the agreement in November 2006, gave the classes back to Dr. Price and current Vice-Chancellor of Human Resources agreed that there was continuity of service." (My emphasis)

Testimony

Dr. Barbara Price testified that her "belief" - that Dean Mandelkern retaliated against her in 2006 for her union affiliation - was because her request to teach Education 102 classes in 2006 was denied the "day" after she was announced as the new President of the Association.

When the grievant was asked on cross-examination for any other examples of anti-union animus - her response was that Dean Mandelkern's refusal to schedule her for the two sections of Education 102 in the Fall of 2010 was such an example.

With respect to the oral agreement reached with Dr. Quarles on November 28, 2006, Dr. Price stated that:

"The District and the Association agreed that the Association wouldn't institute an unfair labor practice charge and in return I'll get my classes back."

The grievant stated that the Association decided that it was not going to file - and that it did not file an unfair labor practice charge based upon the aforementioned agreement.

When asked if she could recall the conversation leading to the oral agreement with Dr. Quarles with any more detail, the grievant stated that she couldn't because that conversation was more than five years ago. However, the grievant pointed out that she did get her classes back as she taught two sections of Education 102 in the Spring, 2007 semester.

On cross-examination, she acknowledged that there was no written agreement or any written documentation memorializing the oral agreement.

Turning next to her statement that she was on a "leave of absence," the grievant testified that she had a "continuity of employment" with the District during the three year period even though she was working on the CTA/NEA grant and not teaching any classes. In this regard, the grievant pointed out that she retained her campus office, her campus telephone and her campus email address. She also acknowledged that during this same three year period that she was still serving in the capacity as Association President.

As she continued in her cross-examination the grievant acknowledged that that the collective bargaining agreement does not have language allowing for leaves of absences. She also acknowledged that she received no formal leave from the Board of Trustees, although she did say:

"I probably did [have authorization] but the CTA/NEA gave the money."<sup>3</sup>

The grievant also stated that the District "accepted" the fact that she had a grant because if they didn't they would not have met with her as the Association President. Therefore, according to the grievant, the District not only accepted her as "part of the system" but they also approved release time funds for her union work.

With regard to the payment for her union related activities under Article IV, the grievant also acknowledged on cross-examination that release funds are designated for union related duties under the collective bargaining agreement and therefore that she received those

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<sup>3</sup> Meaning that she was paid by the CTA/NEA and not from the District.

funds for her union related duties. She also acknowledged that she received no compensation from the District as an instructor while working under her CTA/NEA grant.

Article IV reads as follows:

#### Article IV - Association Rights

##### Section 8. Miscellaneous Compensation

The Association shall be granted 200 hours per year at the prevailing miscellaneous instruction rate to perform official representational duties, or \$15,000 per semester whichever is greater.

In view of the foregoing, the grievant maintained that the District violated her rights when it refused to appoint her to teach two sections of Education 102 in the Fall 2010, semester.

Dr. Jack Price also testified.

Dr. Price acknowledged that the part-time faculty agreement does not have leaves of absences. He also stated that this dispute is not about leaves of absences.

Dr. Price stated that this dispute is about an agreement reached on November 6, 2006 with Dr. Quarles wherein the Association agreed to up its intent to pursue an unfair labor practice charge before PERB in return for the District giving the grievant's classes back.

According to Dr. Price, this agreement entitled the grievant to first consideration and appointment to the two sections of Education 102 classes in the Fall, 2010 semester. More particularly, according to Dr. Price, the November 2006 oral agreement gave the grievant rights to teach classes in 2010 even though she was not employed by the District for three years beginning at the end of the Spring 2007 semester.

Dr. Price stated that the "right" that the grievant had was based on the oral agreement - and agreement that was never reduced to writing.

On cross-examination, Dr. Price acknowledged that he sought Dr. Quarles' appearance at the hearing to support the Association's position on the November 2006 agreement. Dr. Price acknowledged receiving a letter from Dr. Quarles (retired) stating (1) that part-time faculty do not have any permanent rights to their positions, (2) that the College has the right to schedule full-time faculty before part-time faculty, (3) that part-time faculty are not contractually entitled to classes if there are full-time qualified faculty members qualified to teach those classes and that (4) during the time that the grievant was working under the CTA/NEA grant she had a continuing relationship - not as a continuing employee - but rather in her status as President of the Part-Time Faculty Association. And as President, Dr. Quarles stated that she had access to her unit members via her use of the office provided to the Association, the campus mailbox, email account and telephone. With regard to her receipt of funding for her travel requests, that funding and payment to her was made under the terms of the language in collective bargaining agreement.

With respect to the specific question posed by Dr. Quarles' response in his to Dr. Price included the following:

"Was there an agreement that Dr. Price would receive her classes back when she returned from her NEA grant period? In all honesty, I am not aware of any agreement made with Dr. Mandalkern. I can also assure you that I did not enter into any such agreement nor would I have authority to not apply the CBA provisions regarding the scheduling of classes to Dr. Price. Given that she was not teaching for three years, not had she taught them for eight consecutive semesters or more during the grant period, Dr. Price was not contractually entitled to 'first consideration' for her previous assignment.

The fact remains that any qualified applicant, who would include Dr. Price, can apply for a part-time teaching position. Decisions regarding teaching assignments, and recommendations for the hiring of part-time faculty members, come from the colleges.

Being totally honest, this is my best recollection regarding this situation. Regrettably, I don't believe my statements would be helpful in supporting your case; however these are the statements I would be compelled to make under oath.<sup>4</sup>

Dr. Michael Mandelkern, Dean of Literature and Languages at Orange Coast College testified that he also supervises the Education Department. Dr. Mandelkern stated that he appointed Dr. Gregory Clark to teach Education 102 in the Fall 2010 semester because Dr. Clark was a full-time tenured faculty member who was qualified to teach it. Further, as a full-time faculty member he had first priority over a part-time faculty member.

Geri Wile, Manager of Employee Benefits, Records and Services testified that her section determines whether a faculty member is qualified to teach particular classes. In reviewing Dr. Clark's bio, transcript and California State qualifications and in noting that he also had a FSA in Education, she stated that he was qualified to teach Education 102.

Deborah Hirsh, Vice Chancellor of Human Resources, testified as to her opinion of the validity of the grievance and as to the meaning of the contractual provisions.

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<sup>4</sup> The letter was presented by the District during cross-examination of Dr. Jack Price and received into evidence in light of the cross-examination of Dr. Jack Price and the District's position that Dr. Price's testimony should be evaluated in light of Dr. Quarles' responses to Dr. Jack Price in these areas of contention.



Inasmuch as her employment began in July 2010, and inasmuch as most of her testimony parallels the contentions expressed by the District in support of its position, there is no particular need to summarize her testimony on her "interpretation" of the language.

#### Positions of the Parties

##### Association's Position

The Association asserts that the District violated Article XV, Section (2) of the collective bargaining agreement when it refused to appoint the grievant to two sections of Education 102 in the Fall, 2010 semester.<sup>5</sup>

According to the Association, Dr. Barbara Price was qualified to teach those sections because she taught that class before and that she satisfied all of the conditions to teach that class - i.e. she had taught eight consecutive semesters in prior years and her two most recent evaluations were "meets or exceeds."

While noting the District's contention that the grievant had a break in service because she hadn't taught any classes for three years while working on the CTA/NEA grant, the Association maintained that she had a "right" to teach the classes because of the November 2006 oral agreement referenced above. More particularly, the Association pointed to both the grievant and Dr. Jack Price's testimony that Dr. Quarles agreed that the grievant would have the right to teach two sections of Education 102 so long as she was qualified and so long as she had continuity of employment.

<sup>5</sup> While noting Dr. Mandelkern's testimony that he had discretion that the provisions in Article XV, Section 2 were discretionary, the Association disagreed and contended that they are mandatory. I agree that the Article is mandatory.

And, given the fact that she was on an agreed released leave of absence during the three years of her CTA/NEA grant, the Association maintained that Dr. Barbara Price met the condition for being current in her employment and therefore entitled to have been assigned to those sections in the Fall, 2010 semester.

With respect to the District's contention that the "zipper clause" in Article XIX specifically precludes oral agreements, the Association asserts that the zipper clause is not applicable because the oral agreement preceded the collective bargaining agreement which contains the zipper clause.<sup>6</sup>

Therefore, the Association stated:

"The oral contract was violated by Dr. Mandelkern in Spring 2010, prior to the effective date of the present contract. This agreement is valid and enforceable."

As noted above, the Association asserts that the oral agreement is a valid agreement and pursuant to California Civil Code Section 1622 it is enforceable. It is enforceable because the parties exchanged valuable consideration for that agreement. The Association gave up its right to have filed an unfair labor practice against the District with PERB and in return the District agreed to return the grievant's sections she wanted for the Spring, 2007 semester.

As proof of the agreement, the Association noted that these facts are uncontested - there was no unfair labor practice filed and the grievant taught the classes she wanted.

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<sup>6</sup> As noted above, the agreement was effective July 1, 2010 - a month prior to when the grievance was filed.

With respect to the District's reliance on California Civil Code Section 1624, the Association maintains that the oral contract does not fall within the "Statute of Frauds."

In this respect the Association cites a number of court decisions and states that:

"The Statute of Frauds will not be applied where unconscionable injury would result from denying enforcement of the oral contract after one party has been induced by the other seriously to change his position in reliance on the contract."

And, even assuming *arguendo* that if the oral agreement is found to have been required to be in writing, the Association maintained that the oral agreement is enforceable under the equitable doctrine of estoppel.

While noting the District's reliance on the letter from Dr. Quarles, the Association asserts that the letter should be rejected on two counts:

"It was a personal letter to the grievance officer and as such was work product not subject to discovery. Secondly, it can be discounted because, if Dr. Quarles stated there was an agreement, he would then appear to be culpable in any future action detrimental to the District. The fact that the agreement was implemented is *prima facie* evidence of its existence."

In view of the foregoing, the Association asserts that:

"District violated the terms of an oral agreement in refusing in Spring 2010 to give Dr. Price her classes beginning in Fall 2011."

As such, the Association asked for a decision confirming that the oral agreement is a "valid and enforceable agreement."

In view of the foregoing, the Association requests a decision sustaining the grievance and an order "granting the remedy requested or any other remedy the Arbitrator judges to be appropriate."

### District's Position

The District asserts that the grievance is not arbitrable because Article XV, Section 4, states that scheduling decisions are not subject to the grievance procedure.

The District also contends that there was no violation of Article XV, Section 2. In this regard, the District notes that this provision applies to part-time faculty members "currently teaching a class. And, since the grievant was not "currently teaching a class" when she asked to teach in the Fall 2010 semester, the that provision was not applicable to her.

Assuming arguendo, that Article XV, Section 2 was applicable to her, the District asserts that she would not have been entitled to teach the classes she sought - but only entitled to "first consideration" - meaning that qualified full-time faculty members had rights to such classes before part-time faculty. And, since Dr. Clark had been teaching classes in that subject matter discipline, his assignment precluded the grievant's being assigned to the two Education 102 classes that she was applying for.

In this regard, the District stated:

"At the time the grievant filed her grievance, a full-time faculty member was teaching the Education classes she demanded to be assigned. As such, complying with the grievant's demands to displace a full-time faculty member in preference to a part-time faculty member would not only violate Article XV, but would also violate the contractual rights of a full-time faculty member."

With respect to the Association's claim that the grievant had an enforceable "right" to those classes based on an oral agreement in November 2006, the District reargued its position that oral agreements

cannot be considered based on the zipper clause in Article XIX which precludes any reference to oral agreements.

Assuming arguendo, that the undersigned considers the purported oral agreement, the District maintains that there is no evidence to support the Association's contentions - "aside from self-serving assertions" - from Dr. Jack Price and from the grievant.

On the other hand, the District asserted that the purported agreement described by the grievant and Dr. Jack Price was specifically and categorically refuted by Dr. Quarles. The District also maintains that the purported agreement is also contrary to well-accepted principles of contract interpretation because it is contrary to several provisions in the collective bargaining agreement applicable to all other bargaining unit employees. As for example, under the Association's description - the grievant was given rights - "in perpetuity, whenever she decided to return to teach." Again, according to the District, that "right" would be well beyond the rights in Article XV, Section 2 - which has no "guaranty" of classes for part-time faculty members. Further, under that same theory, the grievant would be entitled to "rights" beyond "first consideration" - along with the "right" to ignore/invalidate the mutually agreed upon language in Article XIX.

Another extra-contractual example which would result from the purported oral agreement would - in a practical effect - give the grievant and the grievant only - "rights" to a leave of absence - which no one else in the bargaining unit is entitled too.

And finally, under the so-called purported agreement the grievant would be given "rights" to intrude on the District's authority to make scheduling decisions as provided in Article XV, Section 4 despite the fact that this provision excludes "scheduling decisions" from the grievance procedure.

Turning next to the "evidence" presented by the Association to establish this so-called agreement, the District maintains that the evidence simply does not support any such agreement.

Here again, the District notes that the Association's position is based on the testimony of two witnesses - both who have self-serving interests in the outcome of this matter.

The union maintains that their credibility is undermined by the fact that no mention of that purported oral agreement was made in the Level I and II grievances. According to the District, the grievant - as President of the Association - was surely sophisticated enough and aware and knowledgeable to understand:

"the importance that any agreement regarding a modification of a CBA provision should have been in writing. Yet the grievant failed to provide a credible explanation as to why the alleged 'oral agreement' with Dr. Quarles was not reduced to writing."

The District also noted that in response to a request from Dr. Jack Price to Dr. Quarles to testify in this proceeding, Dr. Quarles informed Dr. Price that Dr. Price's description of the purported agreement was not correct and Dr. Quarles explained his reasons why. In also noting that the Association did not call or subpoena Dr. Quarles as a witness, that failure "gives rise to a presumption that such testimony would have

supported the District's position that no such agreement exists," citing several arbitration decisions.

As such, for all of these reasons, the District maintains that the contention of an agreement - as described in a purported oral agreement - is not only contrary to the language in the collective bargaining, that it is based totally on self-serving testimony and that the purported agreement creates extra-contractual rights for one particular individual.

Based on the foregoing, the District maintains that there was no oral agreement as described by the Association and that there is no evidence to support any contentions supporting a violation of the collective bargaining agreement. As such, the District requests a decision denying and dismissing the grievance.

#### Analysis and Conclusion

After having considered the evidence and the contentions of the parties, I find that this dispute is grievable since the grievance asserts a violation of a provision of the collective bargaining agreement - Article XV, Section 2. The fact that the Association is relying on a purported oral agreement is simply part of the evidence that is to be considered and/or rejected with respect to the alleged violation.

Similarly, while the District contends that the grievance is not arbitrable because scheduling decisions are excluded from the grievance process that is also an argument that can be addressed in terms of the analysis of whether Article XV, Section 2 has been violated.

In view of the forgoing, I find that the dispute is grievable inasmuch as the allegation before me concerns a purported violation of the collective bargaining agreement.

Turning next to the dispute over the merits of the grievance, I note that in a "contract grievance" the Association bears the burden of proof in demonstrating that the District violated the grievant's rights under the collective bargaining agreement.

As such, my initial review requires a review of the provisions in the collective bargaining agreement.

In this regard, I note that the Association alleges a violation of Article XV, Section 2.

In reviewing that article, I find no mandatory language that directly or specifically obligates the District to have appointed or assigned the grievant to teach the two Education 102 sections.

In this regard, I note that the District's obligation is to give "first consideration" to part-time faculty members who meet the conditions of 8 consecutive semesters and positive evaluation. Even assuming that the grievant met those conditions, I note that the definition of "first consideration" under subsection 2(a) does not mandate that the part-time faculty member be given that assignment.

As such, I found the District's contention persuasive that under the plain meaning of that provision, the grievant was not entitled to be assigned to those classes.

On the other hand, if the denial was based on some unlawful or discriminatory grounds, i.e. union animus - my decision would be different. However, based on the evidence in this record, the



Association's claims of anti-union animus or motivation were simply not sustained by any reliable evidence. Quite frankly, the Association's claims in this area are based on speculation that in 2006 - after she was introduced as President of the Association that she was immediately retaliated against when her assignment to teach two Education 102 classes in the Spring 2007 semester was rescinded.

While the Association was allowed to present evidence on its allegations of anti-union bias in 2006, that evidence was considered only as a background as to how the November 2006 oral agreement evolved. Otherwise I have given no credence to the claims of union retaliation based on events some five years ago and especially since no reliable evidence - other than speculation was presented to support a conclusion of continuing anti-union animus.

In noting the lack of proof to support the claim that the grievant was entitled to be offered the Fall 2010 assignment based on the language in Article XV, Section 2, I turn to the Association's major thrust in this grievance that the District's refusal to assign the grievant to the Fall 2010 semester classes was in violation of the November 2006 oral agreement.<sup>7</sup>

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<sup>7</sup> In noting the District's contention that no evidence should have been received on a purported oral agreement based on Article XIX, I have made an exception by having allowed that evidence in this record. In doing so, I wish to point out that normally, I would have sustained the District's motion but because of a number of different reasons, I have deviated from what I would normally consider to be a proper objection. By having allowed this evidence into the record, it is not intent to establish any precedent for obviating the clarity of the language in Article XIX. In doing so, I also note that the District is not prejudiced by the admission of this evidence in this dispute and in allowing the evidence of an oral agreement I am not sanctioning that in future cases such evidence will be permitted. Although the facts in each case and before each arbitrator will always be relevant, suffice to say is my presumption in typical situations would be exclude such evidence.

Having considered the evidence surrounding the purported oral agreement, I note that there is a sharp dispute as to the terms of that so-called agreement. The evidence however does demonstrate that there was an agreement "of some sort." In this regard, I credit both Dr. Jack and Dr. Barbara Price to the effect that there was an agreement inasmuch as the District did not dispute the grievant's testimony that prior to the Spring 2007 semester she was told that she not going to be assigned to teach the Education 102 classes. The evidence is also undenied that she contacted the Association and that the Association intervened on her behalf. The evidence is also undenied that the grievant was appointed to two teach and that she did teach the two sections of Education 102 in the Spring, 2007 semester.

The obvious difficulty with the Association's claim cannot be ignored - it's based on a purported oral agreement some five years ago. The difficulty is also enhanced because of the breath of the purported agreement - alleging an application of that agreement was triggered - more than three years after the date of the purported agreement.

Putting aside the District's strong argument that the oral agreement should not even be considered by the undersigned and my comments in footnote 7 above, for the reasons I am about to give, I found no basis - no reliable evidence - to support the Association's position on the agreement as characterized by the Association.

In arriving at this conclusion, I return to my remarks that the Association bears the burden of proof - proof by a preponderance of the evidence.

There are simply many reasons why the Association's arguments not persuasive and I shall highlight most but not necessarily all of them below.

1. The Association asserts that the agreement in 2006 gave the grievant rights well beyond the Spring 2007 semester. That by itself is highly questionable since the dispute at that time was over the District's notification that the grievant was not going to be allowed to teach the two classes in the Spring 2007 semester. Thus the issue was narrow in scope.

2. Since the evidence is undisputed that the grievant was allowed to teach the classes in the Spring 2007 semester - exactly what she wanted - the presumption is her being permitted to teach would have resolved the dispute completely - and therefore the settlement would have been confined to that limited dispute/issue.

3. Testimony by both Drs. Barbara and Jack Price is also consistent with that presumption inasmuch as both testified that pursuant to their oral agreement with the District on November 28, 2006 the grievant "got her classes back." And, that statement in their testimony was factually correct - she got her two Education 102 classes for the Spring 2007 semester - back!

4. Further, in Dr. Jack Price's "note to the file" dated on the same day of the agreement - November 28, 2006, he wrote:

"In return [For not filing and unfair labor practice charge] Barbara price would receive her classes back." (My emphasis)

5. When both Drs. Barbara and Jack were each was asked separately on cross-examination about what was said in discussion immediately prior to their reaching the oral agreement, both testified that they could not recall because it was so long ago. Simply put - as the District pointed out - both basically said - she got her classes back and then - in retrospect - both "said" that the agreement also covered this future occurrence that occurred in 2010. Neither recalled any specific discussion over anything else that was said.

6. Essentially, the grievant testified that through the oral agreement she got her classes back and Dr. Jack Price's note to his file said the same thing - nothing more - nothing less - an agreement consistent with a presumption noted above that the narrow dispute regarding the Spring semester had been resolved and in favor of the grievant - nothing more - nothing less.

6. Yet, in this hearing, the Association asserts a much more expansive agreement - one that gives the grievant purported rights well beyond the classes in the Spring 2007 semester. As noted above, the Association contends that the District - through Dr. Quarles agreed that the grievant would also have a guaranty to teach those classes whenever she wanted - in the future - and even if she were to stop teaching and to return years later... all based on a conversation - the details of which neither the grievant or Dr. Jack Price can actually remember. ("Wow" - to say the least)

7. The Association's characterization of the purported breadth of the agreement is also weakened considerably by the fact that the purported agreement would give only the grievant rights well beyond any rights permitted under the collective bargaining agreement such as:

a. The "right" to an automatic assignment to classes of the grievant's choice vs. "first consideration" for all the others.

b. The "right" to take a leave from active teaching and upon her return to teach the classes of her choice - ignoring the fact that part-time faculty are not entitled to leaves of absences and/or guarantees of class assignments.<sup>8</sup>

8. The Association's position is also undermined by the District's argument - that Dr. Quarles - the person who the Association asked to corroborate its position specifically denied any such agreement. Dr. Quarles also pointed out the obvious - that the terms that the Association contends he agreed to - were beyond his authority. The fact that Dr. Quarles was the chief negotiator for the District in collective bargaining strengthens his reliability as he was expressing a sound view.<sup>9</sup>

<sup>8</sup> While the Association stated that this is not about a "leave of absence" - that reference was somewhat obfuscated by the Association's argument - on the theory that the grievant had a "continuing relationship" even though she was working and being paid under the CTA/NEA grant for three years. Further the argument of a "continuing relationship" was made to counter the District's contention that Article XV, Section 2 did not apply to her because the grievant was not a current employee at the time she applied for the Fall, 2010 semester - as she had not taught any classes for three years. This argument by the Association also bolsters the District's contention that even though a faculty member may have taught 8 consecutive semesters at some time - does not qualify them under Article XV, Section 2 unless they are a current employee when applying for class assignments.

<sup>9</sup> The Association's contention that no weight should be accorded to Dr. Quarles' letter is somewhat disingenuous inasmuch as the Association sought his testimony to corroborate its position. The fact that his response to Dr. Jack Price is contrary to Dr. Price's testimony is not a valid basis for discrediting Dr. Quarles' statements in his letter. Rather, those statements have been weighed in light of the entirety of the record along with the adverse inference suggested by the District.

9. As noted above, the zipper clause as expressed in Article XIX also substantially and virtually fatally undermines the Association's reliance on the oral agreement. While noting the Association's contention that the dispute pre-dates the zipper clause, I note that the grievance was filed after the effective date of the collective bargaining agreement - not before.

10. Even if both Drs. Barbara and Jack Price truly believe that the oral agreement was to ensure her continued part-time employment so long as she had almost any "connection" to the college, there simply is no reliable evidence to establish anything more than an oral a settlement in November 2006 wherein the District agreed to assign/appoint the grievant to the Spring 2007 Education classes - only!

As noted above, this conclusion makes complete sense - in that it is consistent with Dr. Barbara Price's own testimony - vague as it was - that she got her classes back. This conclusion is also consistent with Dr. Quarles' explanation in his letter that he would never have agreed to extra-contractual rights because he had no such authority. Further, the description of the settlement described by both Drs. Barbara and Jack Price is inconsistent with multiple provisions/sections of the collective bargaining agreement (i.e. Article XV and XIX) along with well-accepted principles that parties rarely agree to grant extra-contractual rights for a single individual bargaining unit member during the life of an existing agreement - especially where the dispute was fully resolved with the return of the grievant's classes for the Spring 2007 semester. In other words - the Association's contention of the breadth of the agreement makes no sense.

To find in favor of the Association's interpretation of the oral agreement one would have to believe that (1) the District's chief agreed to give one part-time faculty unit member greater rights to teach classes than enjoyed by all of the other bargaining unit members, (2) greater rights than even full-time bargaining unit members under a separate collective bargaining agreement and (3) that the chief negotiator was untruthful in his statement and in his representation that if called to testify that he would testify consistent with the statements in his letter under oath.

And finally, I note that it is a well-accepted principle in contract interpretation that arbitrators will interpret language/agreements consistent with the language in the collective bargaining agreement and against an interpretation that would be inconsistent with the collective bargaining agreement - i.e. the granting of extra-contractual benefits to a single employee and waiving required conditions (as in Article XV, Section 2) for a single employee and/or in giving credence to an oral agreement which is in direct contradiction to terms in the language of the collective bargaining agreement and especially giving effect to any oral agreement which would be itself inconsistent with Article XIX - which states:

"This Agreement shall constitute the full commitment between the parties and shall supersede and cancel all previous Agreements, both written and oral..." (My emphasis)

While the parties do have the inherent power to make modifications to contract language the party alleging such a change bears the burden of proof, Article XIX also speaks to this by stating:

"This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement." (My emphasis)

There being no written agreement or an oral agreement as characterized by the Association, and based upon the reasons noted above wherein I found that the Association failed to establish a *prima facie* case based on the language in the collective bargaining agreement, I find and conclude that the Association has failed to establish that burden in demonstrating any contractual violation.

In view of the foregoing, the grievance is denied and dismissed.

Respectfully submitted,



Louis M. Zigman, Esq.  
Arbitrator



# ASOCC 2011-2012 ADOPTED BUDGET

See accompanying annotations for details

Adopted by Student Senate 05.04.11


Pending OCC President approval

Pending Board of Trustees approval

*Handwritten signature and date: May 10, 2011*

**Projected Budget: \$1,350,000**

\* Mandated/contractual costs (professional state)

 New Request

## Recommended Allocations

Program Name	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	11-12 Request	11-12 Allocation	TAB
<b>Totals</b>	<b>\$ 1,677,696</b>	<b>\$ 1,479,300</b>	<b>\$ 2,075,480</b>	<b>\$ 1,624,300</b>	<b>\$ 2,103,674</b>	<b>\$ 1,500,250</b>	<b>\$ 1,713,722</b>	<b>\$ 1,350,000</b>	
Allied Health Pinning Ceremony	\$ 2,500	\$ 2,500	\$ 2,700	\$ 2,700	\$ 3,250	\$ 2,950	\$ 3,250	\$ 2,655	10
Alumni & Friends Association	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Alumni Wall of Fame	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Alumni Hall of Fame/Academic Excellence	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ASOCC - College Life	\$ 58,550	\$ 46,750	\$ 60,150	\$ 51,500	\$ 51,500	\$ 51,500	\$ 46,350	\$ 43,850	31
Advertising									
Awareness Days									
Blood & Bone Marrow Registration Drive									
Children's Center Events									
Club Rush									
ICC Meetings									
Transition Luncheon									
Coast Days									
Evening Activities									
Historian-College Life									
Hospitality-College Life									
Entertainment									
Equipment									
Equipment Repair and Maintenance									
Miscellaneous									
ASOCC Copier Lease	\$ 12,700	\$ 12,700	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 5,500	\$ 5,500	32
ASOCC Emerging Leaders Scholarship	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ASOCC Leadership/Governance Program	\$ 50,000	\$ 49,500	\$ 49,000	\$ 49,000	\$ 57,000	\$ 49,000	\$ 44,000	\$ 41,500	5

Charley  
5-10-2011

Program Name	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	11-12 Request	11-12 Allocation	TAB
Advertising Leadership									
Conferences									
Senate Elections									
Leadership Hospitality									
Leadership Library									
Transition Dinner									
Leadership Planning Workshops									
Social Issue Events									
Leadership Conference/Training									
ASOCC Office Supplies	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 13,500	\$ 13,500	33
ASOCC One-Time and Club Start-Up Funds	\$ 30,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 19,481	
Athletics	\$ 292,694	\$ 253,000	\$ 468,398	\$ 300,000	\$ 423,681	\$ 270,000	\$ 393,044	\$ 233,000	17
Career Library	\$ 19,200	\$ 6,600	\$ 17,620	\$ 7,260	\$ 16,255	\$ 5,000	\$ 14,384	\$ 3,800	21
Career Services/Career & Technical Education	\$ 10,000	\$ 3,000	\$ 56,098	\$ 3,300	\$ 3,300	\$ 1,650	not this year	\$ -	
Championship and Contingency	\$ 100,000	\$ 100,163	\$ 100,000	\$ 171,232	\$ 150,000	\$ 106,446	\$ 100,000	\$ 75,000	34
Cheer & Dance Teams	\$ 27,200	\$ 10,000	\$ 27,450	\$ 11,000	\$ 102,225	\$ 11,000	\$ 15,150	\$ 10,000	40
Children's Center	\$ 75,778	\$ 75,778	\$ 75,778	\$ 75,778	\$ 76,141	\$ 76,141	\$ 60,794	\$ 60,794	16
Coast Report	\$ 7,610	\$ 4,235	\$ 8,350	\$ 5,500	\$ 11,150	\$ 6,000	\$ 8,750	\$ 750	19
Co-curricular Enhancement	\$ 10,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	
Community Relations & College Publications	\$ 13,550	\$ 7,700	\$ 14,850	\$ 8,500	\$ 17,938	\$ 1,000	\$ 1,500	\$ -	4
Community Relations Senior Day BBQ	\$ 5,000	\$ 5,000	\$ 7,850	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,000	\$ 5,800	3
Community Rel. Student Outreach/Senior Day	\$ 14,650	\$ 8,000	\$ 16,850	\$ 8,800	\$ 9,450	\$ 9,000	\$ 10,000	\$ 5,000	2
Culinary Arts Team	\$ 3,000	\$ 3,000	\$ 7,750	\$ 4,000	\$ 5,000	\$ 4,400	\$ 3,000	\$ 3,000	11
Dance Department	\$ 41,250	\$ 18,000	\$ 29,750	\$ 11,750	\$ 29,350	\$ 12,500	\$ 30,700	\$ 8,000	8
Dance Dept : Fiesta dia de la Raza	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dean of Students Discretionary	\$ 5,000	\$ 2,400	\$ 4,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	
Emergency Loan Program Bad Debt	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 10,000	35
Frank M. Doyle Arts Pavilion - Exhibitions	\$ 9,800	\$ 8,470	\$ 25,000	\$ 9,350	\$ 12,500	\$ 12,500	\$ 25,000	\$ 11,250	26
Freshman Experience Program	\$ 7,680	\$ 5,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Goodwill Industries	\$ 5,750	\$ 5,750	\$ 5,750	\$ 5,750	\$ 4,313	\$ 4,313	\$ 4,500	\$ 4,500	13
Graduation	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 9,000	\$ 9,000	36
High School Counselor Breakfast	\$ 4,050	\$ 3,000	\$ 3,950	\$ 3,300	\$ 3,910	\$ 3,300	\$ 6,070	\$ 2,970	14
Honors Night	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 17,000	37
Honors Program	\$ 47,340	\$ 18,700	\$ 44,010	\$ 20,600	\$ 56,680	\$ 22,660	\$ 26,250	\$ 20,500	27
Hospitality, Travel, & Tourism Programs	\$ 5,200	\$ 4,000	\$ 5,200	\$ 5,200	\$ -	\$ -	\$ 13,800	\$ 1,050	30

Chen 3-10-2011

Program Name	08-09 Request	08-09 Allocation	09-10 Request	09-10 Allocation	10-11 Request	10-11 Allocation	11-12 Request	11-12 Allocation	TAB
Job Placement Center/Internship Academy	\$ 28,500	\$ 16,800	\$ 25,850	\$ 18,480	\$ 23,100	\$ 19,000	\$ 22,300	\$ 17,100	20
Kroll Scholarships	\$ 3,350	\$ 3,350	\$ 6,550	\$ 6,550	\$ 5,050	\$ 5,050	\$ 4,300	\$ 4,300	38
Orange Coast Review	\$ 3,000	\$ 3,000	\$ 8,600	\$ 4,000	\$ 8,100	\$ 4,000	\$ 8,500	\$ 3,600	28
Photo Gallery & Student Photography Gallery	\$ 3,700	\$ 3,500	\$ 4,250	\$ 3,850	\$ 5,000	\$ 4,000	\$ 5,700	\$ 3,600	12
Photog. Department - Visual Performing Arts	\$ 12,800	\$ 8,000	\$ 25,920	\$ 10,000	\$ 19,440	\$ -	\$ -	\$ -	
Pirate Referral Program (PRoP)			\$ 12,200	\$ 5,900	\$ 12,200	\$ 500	\$ -	\$ -	
Public Marine Aquarium	\$ 15,000	\$ 9,620	\$ -	\$ -	\$ 6,000	\$ 3,000	\$ 7,100	\$ 2,700	29
Puente Project	\$ 15,000	\$ 15,000	\$ 20,000	\$ 17,000	\$ 22,122	\$ 17,000	\$ 17,000	\$ 10,350	1
Re-Entry Center	\$ 18,000	\$ 16,500	\$ 20,900	\$ 18,150	\$ 17,250	\$ 17,250	\$ 29,400	\$ 10,000	7
Royalties	formerly combined with ASOCC Copier Lease						\$ 18,000	\$ 18,000	
Self-Paced Math Program			\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Speech, Theater, and Debate Team	\$ 47,400	\$ 44,000	\$ 47,800	\$ 47,800	\$ 47,500	\$ 47,500	\$ 47,975	\$ 42,750	24
Scholarship Office	\$ 1,444	\$ 1,444	\$ 11,000	\$ 1,600	\$ -	\$ -	\$ -	\$ -	
Student Activities Office-Personnel*	\$ 260,900	\$ 260,900	\$ 287,800	\$ 287,800	\$ 272,500	\$ 272,500	\$ 277,955	\$ 287,700	39
Student Success Center	\$ 200,500	\$ 200,500	\$ 200,500	\$ 211,200	\$ 350,000	\$ 232,320	\$ 232,320	\$ 244,000	18
includes Reading/Writing & Suppl. Instr.			\$ 77,400						
includes Supplemental Instruction			\$ 37,356						
includes Self-Paced Math			\$ 7,000						
Study Skills & Personal Develop. Workshops	\$ 800	\$ 800	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 900	15
The Green Initiative Fund (GIF)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,180	\$ 5,000	6
Transfer Day/Transfer Fairs	\$ 4,350	\$ 4,350	\$ 4,250	\$ 4,250	\$ 4,570	\$ 4,570	\$ 5,770	\$ 5,000	23
Transfer Opportunity Program (TOP)	\$ 8,350	\$ 8,350	\$ 9,600	\$ 9,200	\$ 11,200	\$ 8,700	\$ 12,200	\$ 7,900	22
Umoja Community					\$ 16,500	\$ -	\$ -	Withdrawn	25
Visual and Performing Arts	\$ 83,500	\$ 83,500	\$ 107,500	\$ 100,000	\$ 124,500	\$ 101,000	\$ 97,500	\$ 79,200	9
(was originally \$107,500; royalties sep. out)									
Guest Artist (placed back in to overall VPA line item)					\$ 1,000	\$ -	\$ -	\$ -	
VPSS Discretionary	\$ 10,000	\$ 3,600	\$ 5,000	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	
60th Anniversary Gala Celebration	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 1,677,696	\$ 1,479,300	\$ 2,075,480	\$ 1,624,300	\$ 2,103,674	\$ 1,500,250	\$ 1,713,722	\$ 1,350,000	

<150,000





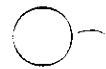
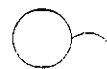
**COASTLINE COMMUNITY COLLEGE  
EDUCATION MASTER PLAN REPORT**

Prepared by  
Voorhees Group LLC  
June 6, 2011

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**Attachment 26**



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## **PLANNING OVERVIEW**

Coastline Community College has a long history of innovative programming owing, in part, to its founding as a “college without walls”, as well as the aggressive pursuit of new opportunities in the education marketplace. Founded in 1976, Coastline has an international reputation as one of the nation's most innovative institutions and by 2010 has won 19 Emmy Awards for courses designed, produced and delivered through television. During the 2010-2011 academic year the College offered classes at approximately 13 sites in Orange County. Coastline’s distance learning programs afford education worldwide. In addition to traditional credit courses, Coastline has offers a range of noncredit classes although it recently made the decision to close its noncredit Emeritus College targeted at senior citizens. The College operates three main learning centers located in Costa Mesa, Garden Grove and Westminster. An administration center in Fountain Valley offers enrollment services, student assessment, counseling, a bookstore and other student services. A new learning center, now under construction in Newport Beach, is scheduled to open in 2012 and will replace the Costa Mesa learning center.

Coastline offers courses for students to fulfill their general education, transfer requirements, and/or to complete an associate degree or career technical education certificate. The College’s English as a Second Language (ESL) program represents a significant component of credit and noncredit enrollment. Other significant academic entrepreneurial programs not typically found in community colleges include military education serving students located on bases and ships throughout the world, an incarcerated student program serving prisoners in state and federal penal institutions in California, and an extensive distance learning program. Coastline also operates an Early College High School, which was initially funded in part by the Bill and Melinda Gates Foundation, in which students earn Coastline College credits while still in high school. The College provides services to individuals with special disabilities including Developmentally Delayed Learner (DDL) students and Acquired Brain Injury (ABI) students. Coastline also manages two One-Stop Centers funded by the federal Workforce Investment Act under contract with Orange County government. One-Stop Centers are designed to meet the needs of job seekers and employers through collaborative efforts between federal, state, county and local agencies and businesses.

In 2002 the voters of Orange County approved the Coast Community College General Obligation Bond Measure C that made \$68 million available to Coastline Community College. Approximately \$33 million was allocated for capital projects and \$23 million to retire lease financing and remaining projects such as the Westminster Learning Center.

### **Planning Questions**

This education master plan for Coastline Community College is framed by the following questions:

1. Which populations and subpopulations does Coastline Community College now serve? More critically, however, which subpopulations or market segments within the College's service area are not served?
2. What is the College's current penetration rate among subpopulations or market segments? How can Coastline increase its market share of these segments to meet its enrollment goals to better serve the community?
3. Which demographic cohorts are increasing in number within Coastline's service area? How will the mix of demographic cohorts look in 2020? In 2030?
4. What is the current racial/ethnic mix among students? The service area? The projected mix?
5. How many immediate and recent high school graduates are currently served? What are the projections through 2020? Are there trends in academic preparation among recent high school graduates that would affect Coastline's academic planning?
6. What are the lessons to be drawn from Coastline's work with area high schools?
7. What are the lessons to be drawn from Coastline's workforce partnerships?
8. What is the College's experience in serving older students? Working-age adults and other nontraditional students?
9. What next steps build on the College's expertise in delivery of online education?
10. What are the mobility patterns within Orange County? What are the migration patterns?
11. What factors drive Coastline's current enrollment and program mix?
12. Will Coastline be able to sustain its current enrollment growth beyond the current recession?
13. Based on different scenarios for future enrollment, what are the likely needs for community college programs and services for Coastline's service area for the next ten years?
14. How can Coastline meet the needs for education through developing new programs, strengthening existing programs, support services, organizational development, technology, staffing, and marketing?
15. What programs and services will Coastline need to develop to meet the needs of locations within its (extended) service area and outside of its service area?

16. What is the current state of inquiry-based culture at the College? What internal data are critical to future strategy? How widely are external data used?
17. To thrive, every community college needs quality external data about the local county's K- 12 education sector, economic development organizations, and competitor higher education institutions. Are Coastline's projections for student enrollment, instructional facilities and space, existing programs, support services, and educational delivery systems in existing locations and in new centers realistic? How likely are these scenarios to develop?
18. What marketing and retention strategies will Coastline need to develop to meet customer needs for education through 2020?
19. How can Coastline's existing planning best incorporate the results of a new strategic plan? What planning and assessment processes are necessary for the College to meet its obligations to the citizens of its service area?
20. How can Coastline most effectively integrate its planning and budget setting processes with existing or modified operational planning?
21. What assumptions does the College leadership make about the future of Coastline Community College?
22. Which strong practices support improved student outcomes in course completion, graduation, transfer, and employment?
23. What is the status of planning to expand Coastline's programs for founding and managing small businesses and encouraging entrepreneurship?

## ALIGNMENT OF PLANNING

Coastline Community College presently benefits from planning that is both strategic and operational in nature via the existing Program Quality Review process, via the Coastline comprehensive Education and Facilities Master Plan 2005-2008 and via the 2008-2011 Education Master Plan update. This new 2011-2016 Education Master Plan seeks to incorporate existing work at Coastline by offering a fresh look at the realities of the College's internal and external environment and to offer a set of recommendations based on research. Recommendations emanating from this plan will require additional consideration in the course of existing and future planning. Accordingly, this Education Master Plan offers a framework and focused guidance for the College as it faces the future but does not replace other types of planning that must occur. This is particularly true in the development of new instructional programs where this Education Master Plan can assist in evaluating present programs and in making recommendations about new programs but cannot substitute for the professional judgment and further research required to optimally align programs.

**Current Planning** at Coastline is guided by two groups: the Core Planning Team and the Steering Committee. The members of both groups are drawn college-wide from faculty, staff, students, administrators, and prominent community members. The two groups were formed for the purpose of developing this Education Master Plan: however, the groups may wish to continue in order to further develop operational plans needed to implement or enact the current Education Master Plan.

In 2011 the Coast Community College District completed the development of a ten-year vision and five-year master plan entitled the Vision 2020 Education Master Plan. This plan is intended to be an overarching framework for the District. It seeks to promote the success of students while maintaining the vitality of the colleges in the District. In developing Coastline's Education Master Plan, the District's strategic themes (goals) were used as a framework for developing the College's goals and initiatives. Documented alignment between the District's goals and the College's goals provide clear evidence of the contributions that Coastline makes to achieving and sustaining the District's goals-referred to as *Strategic Themes*-which are:

- *Student Success*: Promote student success through personal, career and academic development.
- *Basic Skills*: Ensure that students have or are helped to acquire adequate levels of math, language and other skills necessary to be successful in programs offered by the Coast Colleges.
- *Science, Technology, Engineering, Mathematics and Medicine*: Promote student success in STEM<sup>2</sup>-related fields by collaborating to create an overall integrated strategy in support of enhanced STEM<sup>2</sup>-related certificates and degrees.
- *Career and Technical Education*: Perform a leadership role in developing the region's workforce of the future.

- *Global/International Education:* Join forces and collectively become one of the nation's community college leaders in promoting Global/International Education.
- *Diversity:* Encourage and support diversity -social, ethnic, racial, talent and economic- and recruit and enlist qualified faculty and staff who will contribute diversity based on their personal and employment experience.

### **Coastline's Organizational Structure**

The Office of the President oversees the overall status of the College. Units include Research, Planning, and Grant Development; Institutional Effectiveness; the Center for Instructional Systems Development (known in the postsecondary marketplace as Coast Learning Systems); Student Services and Economic Development; Instructional Services; Administrative Services; the Coastline Community College Foundation; and Marketing and Government Relations.

**Administrative Services.** The Administrative Services wing includes these units: College Bookstore, Computer Services, Fiscal Services, Grant Management, Maintenance and Operations, Personnel Services, and Security and Public Safety.

**Instruction.** The Instruction wing consists of the following units and functions: General Education; Career and Technical Education; Basic Skills; ESL; International Education; Distance Learning; Military, Corporate and Community Education; and Incarcerated Student Programs. Physical locations in Orange County include: College Center (11460 Warner Avenue, Fountain Valley), the Le-Jao Center (14120 All American Way, Westminster), Garden Grove Center (12901 Euclid Street, Garden Grove) and the Costa Mesa Center (2990 Mesa Verde Dr. East). Functions now located at the Costa Mesa Center, which are leased from the Newport-Mesa Unified School District, will be moved to the Newport Beach Center (1515 Monrovia Avenue in Newport Beach) in fall 2012. Other locations include the Center for Instructional Systems Development (formerly the Tech Center, at 10200 Slater Avenue, Fountain Valley) and the Coastline Art Gallery (10156 Adams Avenue, Huntington Beach).

**Student Services and Workforce Development.** The Student Services and Workforce Development wing consists of these units: Admissions and Records, Financial Aid and Extended Opportunity Programs Services (EOPS), Counseling, Special Programs and Services for the Disabled, the Assessment Center, and Associated Student Government. This wing also operates two One-Stop Centers that house entrepreneurial programs and government-funded employment assistance programs in conjunction with the Orange County Workforce Investment Board. The centers are located at 125 Technology Drive West in Irvine and at 5405 Garden Grove Boulevard in Westminster.

## PROCESS FOR THIS EDUCATION MASTER PLAN

The approach used to develop this Education Master Plan has been both participative and purposeful. The planning consultants, Voorhees Group LLC, believe that the insights of many individuals inside the institution and outside are necessary to create a meaningful plan that can assist the institution over the next decade. Moreover, an institution's own data and the data gathered externally must be converted into *actionable information* so that participants can see the probable impact of choices to be made. Over the course of seven months, multiple meetings, planning sessions, college-wide forums, interviews, webinars, surveys, and phone conferences took place. More than 300 individuals, including faculty, staff and administrators at Coastline were involved in the planning process and engaged in rich creative and reflective dialogue and decision-making regarding Coastline's future. Additionally, college-wide presentations and updates were scheduled throughout the planning process, yielding input from students, faculty, staff, and administration.

### Learner and Institutional Alignment: A Framework for Student Centered Planning

Actionable planning focuses on learners, their success, and how the institution is aligned with their needs. It is helpful to explore the extent to which the college is aligned with its current and prospective learners. Voorhees Group LLC uses the diagram in Figure 1 to determine which data are most critical in developing strategic alternatives for a college. It is drawn from Voorhees Group LLC's fieldwork with community colleges across the United States. The learner is placed in the middle of all institutional actions to examine a range of factors that impact equilibrium or alignment and impact subsequent learner success.

Figure 1

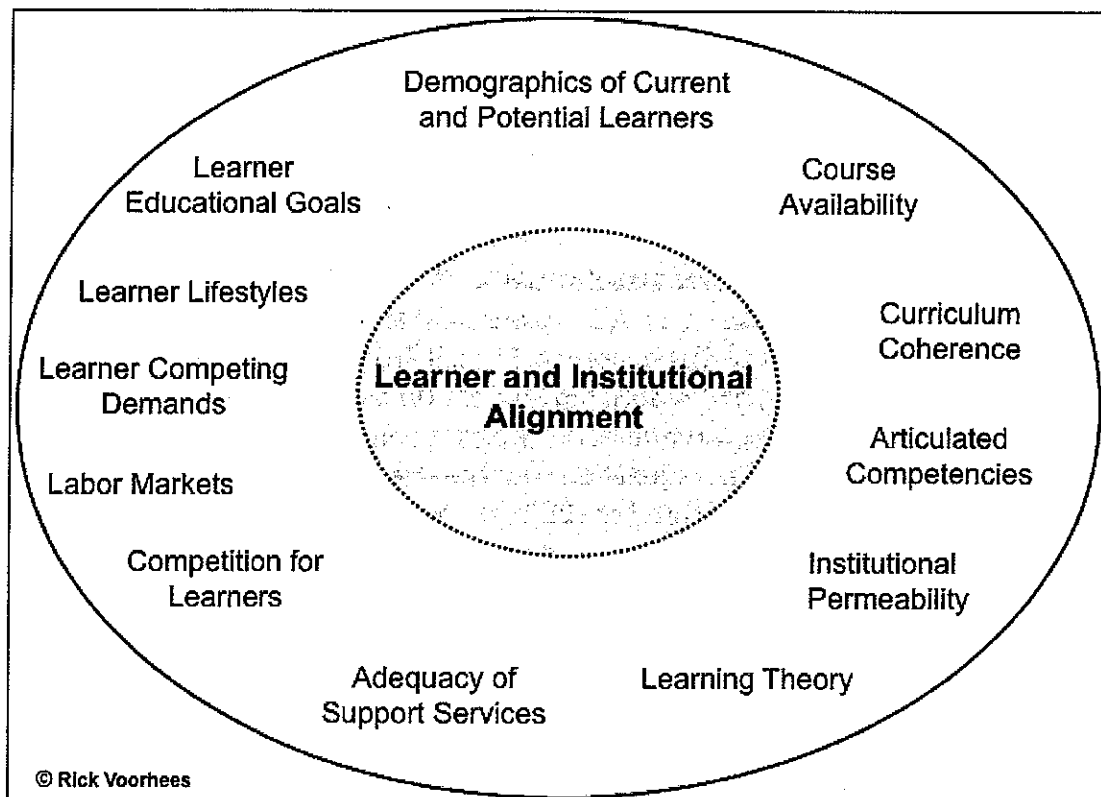


Figure 1 allows colleges to consider a range of factors that impact learner success and institutional alignment. It is a framework to identify, develop and/or refine, implement, and evaluate current and proposed programs. It looks at the curriculum broadly and individual programs in depth. Each of these components has been addressed in the course of facilitating Coastline's education plan. Coastline may also use this framework to consider how it arrays its instructional and support program to align with current and prospective learning needs as expressed by Figure 1.

- ✓ *Learner Objectives* are a starting place aligning the College with the needs and goals of its learners. What are the learner's reasons for enrolling in the College, in a class, or in a particular program? Are those objectives short-term or long-term? Are they fixed or are they changeable? Can the College use knowledge of learner objectives to add clarity to its efforts to demonstrate accountability?
- ✓ Understanding *Current and Potential Student Demographics* helps the College to serve current students and to anticipate the needs of future students.
- ✓ The match between *Curriculum Availability* and learners is critical to many decisions-especially those made by working adult students-about whether to enroll for a given class or program. Availability applies to scheduling and format decisions made by the College for learning experiences and classes.
- ✓ Learners will want to know and predict *Curriculum Coherence* to understand how their learning experiences will lead to other learning experiences and competencies.
- ✓ The College's ability to express its curriculum as *Articulated Competencies* is key to evaluation efforts as well as to recruiting students and potential business and industry partners.
- ✓ *Institutional Permeability* refers to the ease with which learners can navigate the institutional bureaucracy to gain admission, apply for financial aid, access academic advising, register for classes, and interact with officials. Institutional permeability also refers to the perceptions of the ease of interacting with the College carried by the community, potential business/industry partners, and prospective learners
- ✓ There is no single, correct *Learning Theory* that colleges can use to align their programs. Rather, questions need to be raised about which combination of learning theories among the several dozen that have been applied to college-level learning are most appropriate for the learners now served by the College and the objectives that they bring with them.
- ✓ What happens in the classroom is critical and so, too, are *Support Services*. The College already has a variety of support services. Best practice brings those services to the table early when designing, developing, and deploying programs.

- ✓ *Competition for Learners* has never been stronger in higher education as learners have more options now than perhaps ever before. The College competes for traditional-aged learners chiefly from other public community colleges and for nontraditional aged students from private providers who are nimble and understand that, for many learners, time is money.
- ✓ *Labor Markets* dictate the foundation for an effective array of programs, but may not always provide a failsafe means of starting or eliminating programs without substantial contact with the business and industry niche for which the program is intended. Coastline also can use its knowledge of labor markets to create program niches for its learners.
- ✓ Understanding the influence of family, job, and civic engagements that represent *Learner Competing Demands*, especially for community college students, can help design programs that build upon these realities so that they complement, rather than detract from, the learning experience.
- ✓ In a related vein, understanding the range of *Learner Lifestyles* and their influence on learning styles and preferences can pay dividends. One such example is the use of smartphones by learners from all income groups. This technology is often used hourly within self-defined communities or networks. How can those networks be used to promote interaction with the curriculum and success within programs?



## INTEGRATION WITH EXISTING PLANNING

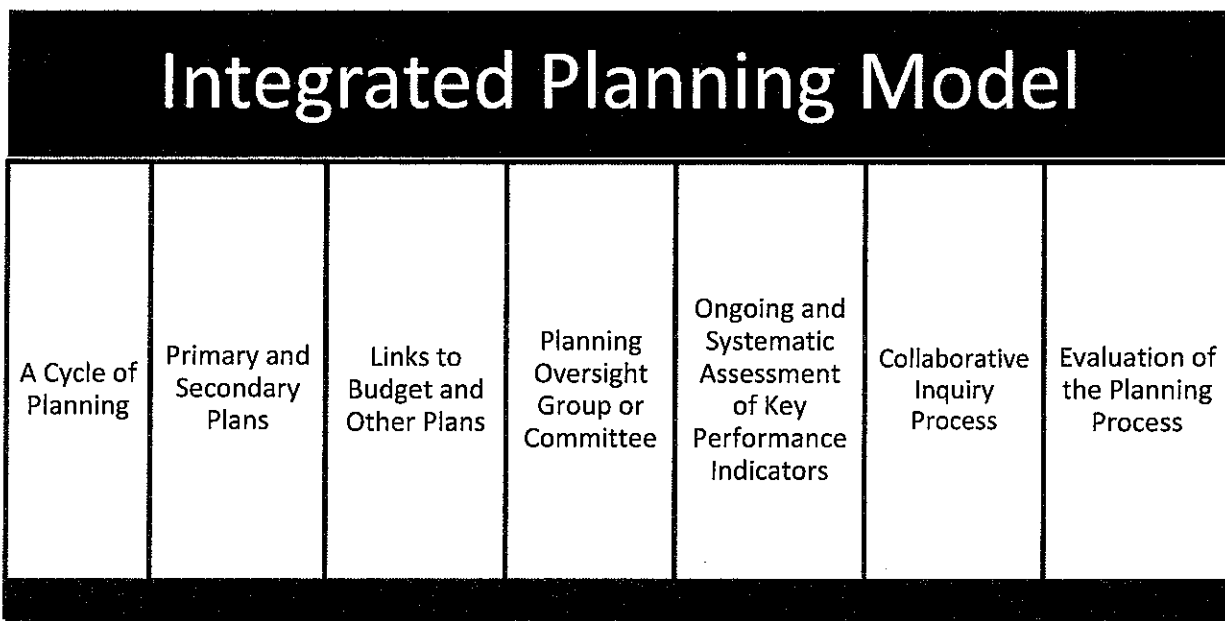
The following model for integrated planning was shared with, and adopted by, the Coastline Core Planning Team as the foundation for developing and implementing the operational plans for this Education Master Plan. This model is consistent with the Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges (ACCJC) requirements for Sustainable Continuous Quality Improvement as described in their *Rubric for Evaluating Institutional Effectiveness-Part II: Planning*. The model consists of the following key components:

- *A Cycle of Planning*: The planning cycle includes predetermined intervals of comprehensive college-wide planning (e.g., every five years) with regular action planning by the various units of the college (e.g., every year).
- *Primary and Secondary Plans*: The plan contains a primary plan (e.g., Education Master Plan) and various other secondary plans that are linked to it (e.g., unit level plans, Technology Plan, Human Resources Plan).
- *Links to Budget and Other Plans*: There are clear links through decision processes, procedures, and protocols among the plan's goals, initiatives, outcomes, and budget planning and decision-making.
- *Planning Oversight Group or Committee*: There is a designated group, committee, or office assigned to overseeing development, coordination, and implementation of all plans at the college.
- *Ongoing and Systematic Assessment of Key Performance Indicators*: The plan contains a set of key performance indicators (e.g., retention, transfer, satisfaction, and awards conferred) that are regularly measured, tracked, and reported so that improvements can be made and plans adjusted.
- *Collaborative/Participatory Inquiry Process*: The planning processes are inclusive with multiple opportunities for all constituency groups to participate and provide input.
- *Evaluation of the Planning Process*: There is regular evaluation of the effectiveness of the planning process.

### Integrated Planning Model

Figure 2 illustrates the balance among these components.

Figure 2



### Characteristics of Institutional Effectiveness in Planning (ACCJC)

ACCJC also describes levels of implementation for determining institutional effectiveness in planning and expects colleges to be at the Sustainable Continuous Quality Improvement Level (below). Coastline will use this rubric to monitor future planning processes as well as the implementation of this current Education Master Plan.

#### Levels of Implementation

#### Characteristics of Institutional Effectiveness in Planning

##### **Awareness**

The college has preliminary investigative dialogue about planning processes. • There is recognition of case need for quantitative and qualitative data and analysis in planning. • The college has initiated pilot projects and efforts in developing systematic cycle of evaluation, integrated planning and implementation (e.g. in human or physical resources). • Planning found in only some areas of college operations. • There is exploration of models and definitions and issues related to planning. • There is minimal linkage between plans and a resource allocation process, perhaps planning for use of "new money" • The college may have a consultant-supported plan for facilities, or a strategic plan

<b>Development</b>	<ul style="list-style-type: none"> <li>• The Institution has defined a planning process and assigned responsibility for implementing it.</li> <li>• The Institution has identified quantitative and qualitative data and is using it.</li> <li>• Planning efforts are specifically linked to institutional mission and goals.</li> <li>• The Institution uses applicable quantitative data to improve institutional effectiveness in some areas of operation.</li> <li>• Governance and decision-making processes incorporate review of institutional effectiveness in mission and plans for improvement.</li> <li>• Planning processes reflect the participation of a broad constituent base.</li> </ul>
<b>Proficiency</b>	<ul style="list-style-type: none"> <li>• The college has a well-documented, ongoing process for evaluating itself in all areas of operation, analyzing and publishing the results and planning and implementing improvements.</li> <li>• The institution's component plans are integrated into a comprehensive plan to achieve broad educational purposes and improve institutional effectiveness.</li> <li>• The institution effectively uses its human, physical, technology, and financial resources to achieve its broad educational purposes, including stated student learning outcomes.</li> <li>• The college has documented assessment results and communicated matters of quality assurance to appropriate constituencies (documents data and analysis of achievement of its educational mission).</li> <li>• The institution assesses progress toward achieving its education goals over time (uses longitudinal data and analyses).</li> <li>• The institution plans and effectively incorporates results of program review in all areas of educational services: instruction, support services, library and learning resources.</li> </ul>
<b>Sustainable Continuous Quality Improvement</b>	<ul style="list-style-type: none"> <li>• The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.</li> <li>• There is dialogue about institutional effectiveness that is ongoing, robust and pervasive; data and analyses are widely distributed and used throughout the institution.</li> <li>• There is ongoing review and adaptation of evaluation and planning processes.</li> <li>• There is consistent and continuous commitment to improving student learning; and educational effectiveness is a demonstrable priority in all planning structures and processes.</li> </ul>

## GOALS FOR THIS EDUCATION MASTER PLAN

The result of a planning process is a set of goals that fit the College's aspirations as well as current realities. The goals that Coastline Community College established for its future through this planning process appear below. Subsequent sections of this report provide the recommended initiatives to support these goals and key performance indicators and measures as accountability factors. It is expected that the College will refine recommended initiatives and key performance indicators each year in its operational planning processes.

**1. Student Success:**

Coastline will make learner success its core focus.

*Linked to District Theme: Certificate and Degree Completion, Transfer with Competence*

**2. Access, Persistence and Completion:**

Coastline will increase student access, and improve persistence, retention, and completion with a particular focus on Basic Skills.

*Linked to District Themes: Diversity and Basic Skills*

**3. Innovation & Improvement:**

Coastline will continue to create and nurture innovative programs, services, and technology solutions that respond to the needs and expectations of its learning community.

*Linked to District Themes: STEM<sup>2</sup> and CTE & Creative Arts & Diversity*

**4. Partnerships:**

Coastline will strengthen and expand its entrepreneurial and grant development, and collaborative activities through partnerships with business and industry, government agencies, and educational institutions, and the public to enhance the College's capabilities and opportunities for students.

*Linked to District Theme: Partnerships & Global/International Education.*

**5. Culture of Planning, Inquiry and Evidence:**

Utilizing participatory governance processes, Coastline will improve its collection, analysis and use of data to enhance the teaching, learning, and institutional effectiveness resulting in increased student success.

*Linked to District Implementation Goal: Culture of Inquiry & Accountability through Evidence.*

**6. Growth and Efficiency:**

Coastline will purposefully advance and sustain the College's capacity for student success through the efficient use of resources as well as expanded, diverse, and responsive programs and services.

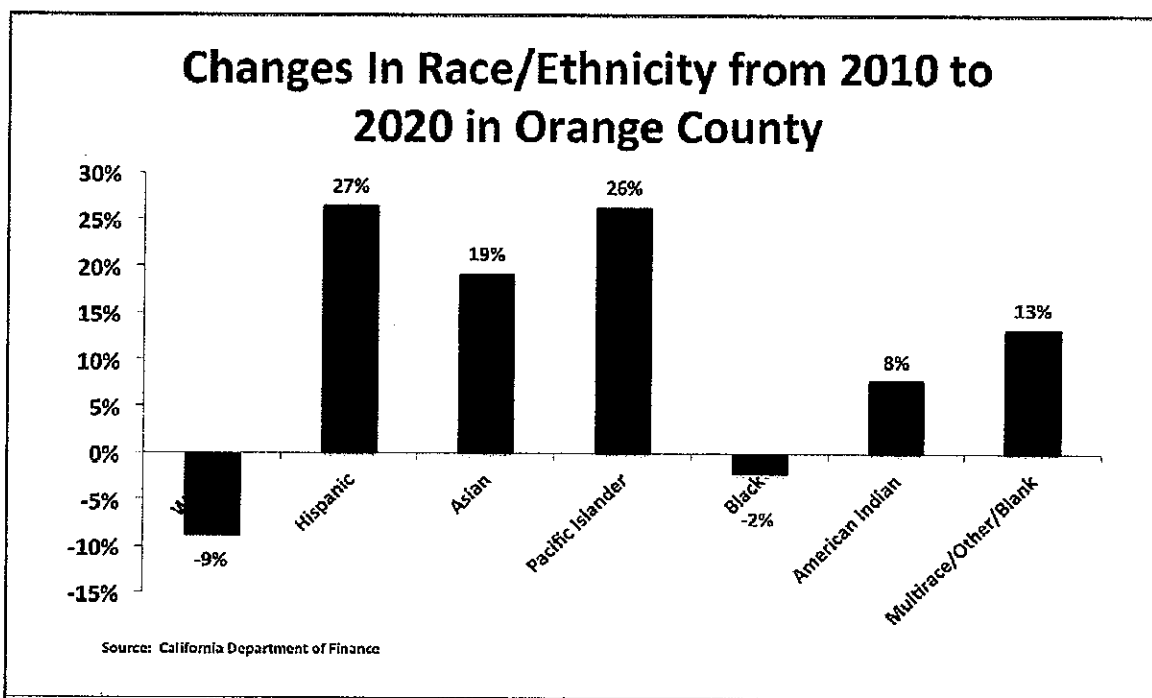
*Linked to District Theme: Diversity.*

## ENVIRONMENTAL CONTEXT

Drawing from the Environmental Scan (Appendix A) prepared specifically for this Education Master Plan, the points below provide an overview of the need for planning as well as the key environmental factors that can aid or impede planning.

Orange County and the cities that comprise Coastline's service area have undergone significant demographic shifts since the year 2000. The number of working adults (25 to 44) is predicted to decline, resulting in about 18,000 fewer residents from which the College can draw future enrollment. This will cause the college to consider creating more learning packages and bundles since those remaining working adults may not be interested in pursuing either a degree or certificate. At the same time, the proportion of older adults (aged 50 and above) will increase but these potential learners may not be interested in degrees or full programs of study. The 20% of adults living near Coastline that have attended college but not yet finished a degree may be a prime target group for recruitment and retention initiatives.

Figure 3



As age ranges shift in Orange County so, too, will the County's racial and ethnic categories (Figure 3). The proportion of Whites and Blacks are predicted to decline countywide while proportion of Hispanics, Asians, Pacific Islanders, and American Indians will increase. The proportion of multiracial citizens is also expected to increase. According to official population projections published by the California Department of Finance, Hispanics accounted for 36% of Orange County's population in 2010 and are expected to increase to 42% and 48% of the County's total in 2020 and 2030, respectively. Most of the growth in Hispanic population will be the result of a higher birthrate resulting in higher K through 12 enrollment and subsequent higher education enrollments by Hispanics than is now the case.

There are also significant income shifts in key communities served by the College as proportionately fewer households now earn less than \$25,000 compared to the year 2000, while about the same proportion (20%) are earning \$150,000 or more.

It appears that Orange County has weathered the mortgage meltdown better than other parts of the country. The proportion of renters to owners in the cities served by Coastline suggests a mobile population and/or a population who either cannot afford to own homes or have been forced into renting. Housing costs are likely to continue to take a significant proportion of household income that might otherwise be directed to education or other expenditures.

Employment in the United States has decreased precipitously over the past two years. Hurt most are those workers with limited skills who previously depended on the manufacturing sector for their livelihood. California continues to lose jobs although professional and business service occupations are showing limited growth. The proportion of blue collar jobs among residents of communities served by Coastline Community College (18%) represents a potential market for retraining and skill upgrading.

Education remains the fastest route to the middle class. Good jobs for the 21<sup>st</sup> century will require some level of postsecondary education. There is a long way to go between the current proportion of bachelor's degrees and the goals of President Obama and leading education foundations.

Coastline has long recognized the increasingly Hispanic ethnicity of its service area, and of Orange County at large, and is responding accordingly. As of April 1, 2010, according to the Demographic Research Unit at the California Department of Finance, Orange County's total population of 3,010,232 included 1,012,973 residents of Hispanic origin—a 33.6% share. Percentages are higher in Coastline's local area: 35.8% Hispanic in Costa Mesa and 36.9% in Garden Grove, for example. Student headcount at Coastline for the fall semester was 9.6% Hispanic in 2000, had risen to 11.9% in 2005, and reached 16.4% in 2010. Coastline response includes the following:

- In 2009 the College contracted with alPunto Advertising, a firm in Tustin, to assist with research and recommendations to increase Hispanic enrollment.
- The staff of the Extended Opportunity Programs and Services (EOPS) unit at Coastline conducts outreach specially targeted at Hispanic high school students. Activities include presentations in Spanish with Spanish-language PowerPoint visuals.
- Starting in 2009, Coastline has each year joined with the League of United Latin American Citizens (LULAC) to sponsor the Latino Youth Leadership Academy. This event at Coastline's Garden Grove Center seeks to inspire high school students from Hispanic families to become leaders through educational advancement.

The recent challenge by the Community College League of California to community colleges to increase the number of associate degrees signals a shift in the education paradigm. In addition to increased retention, reaching ambitious completion goals will require new and

different types of students to enter and complete community college programs. One such segment is the significant proportion of adults in California who could use help in preparing to earn a GED.

National surveys indicate US students are spending more time in front of the TV or playing video games than they are studying. Information on the educational levels and credentials of K-12 teachers implies that, nationally, too many students are receiving their K-12 math instruction from unqualified teachers. This potential lack of full understanding in this subject may contribute to the national need for remedial work. If this same phenomenon is happening in Orange County, there could be a need for the K-12 system and the colleges to work together to ensure more students are ready for college-level work upon entry.

Orange County appears to have better secondary school students, based on AP exams and SAT/ACT tests, than the state as a whole and to pay teachers better. Coastline Community College's penetration rate within this key demographic is an important strategic consideration. The political and economic environment in the nation and especially in California will challenge Coastline Community College. California's revenues are not expected to match pre-recession levels for another six years. Rapid tuition increases at the CSU system may result in more students choosing community colleges. The College's unique history as an institution founded as a "college without walls" provides both opportunity and challenge in meeting the student success challenge. For example, the League's goal of increasing the number of associate degrees in the state will require re-thinking the ways in which prospective and new students interact with the college and what improvements are required.

As instructional technology continues to expand rapidly, the education space throughout the world is changing precipitously. There is increased competition for learners among institutions, and the recession has impacted the interest of colleges and universities to engage more fully in providing online learning.

At the same time that online learning is mushrooming, the United States is losing its prominence in math and science and thus in computing. Other countries are realizing the value of technology and developing new ways to integrate it into their societies. Education is developing new uses for technology, but wide gaps are becoming apparent in access to the latest versions for different groups of learners.

Orange County schools have favorable pupil-to-computer ratios, implying that incoming students from high school will be tech savvy. Coastline should consider taking part in the California Technology Assistance Project and other projects undertaken by the California Department of Education. Now seems to be the time to step up offering the many distance learning courses that the College has available and to develop new experiences based on learner demand and need.

## PLANNING ASSUMPTIONS

Planning assumptions help guide the planning process by making explicit both internal and external realities—as well as anticipated realities—that can shape an organization's future. A college must constantly anticipate those strategic factors that are likely to affect its ability to succeed and to continuously assess the implications of those factors. As the results of Coastline's Education Master Plan unfold over the next years, it will be critical that planning assumptions are used to recalibrate the College's view of the future. Planning assumptions, like planning goals, need to be reviewed and monitored on an annual basis.

- Coastline Community College's planning process and the outcomes of that process will place the needs of current and potential learners first.
- Coastline will continue its tradition of innovation especially in distance learning and technology-enhanced education. The College will also be innovative and effective in delivery of face-to-face instruction.
- A different type of business model is imperative for community colleges in the 21<sup>st</sup> century. This model will require adept use of social media to sell Coastline's brand and to create new networks of potential learners.
- Coastline will continue to be a comprehensive community college that provides opportunities for student transfer, career and technical education, and basic skills. Coastline also will provide opportunities for lifelong learning and personal enrichment.
- The extent to which Coastline has aligned itself with the needs of its current and prospective learners will be determined by the development and use of actionable data.
- Changing demographics are the way of the future for Coastline. Like its service area and like Orange County as a whole, Coastline will continue becoming less White and more Asian and Hispanic.
- Population growth forecasts in key cities served by Coastline Community College (Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Seal Beach and Westminster) are nearly flat through the year 2015.
- Flat growth will not uniform. There will be a decrease in the number of working-age adults (ages 25 to 44) in Costa Mesa, Garden Grove, Newport Beach, and Westminster. At the same time, there will be proportionately more potential learners aged 55 and above. Strategies to serve learners in both pools will vary markedly.
- The California state budget picture is critical. Revenues are not predicted to return to pre-recession levels until the year 2016. During this time, state support will not match increased enrollment, meaning that entrepreneurial sources of revenue must continue to be developed. The potential for disruption of services is high, and Coastline must make strategic choices about what it can and cannot do.



- There will be an increased call for transparency in government spending. Community colleges will not be immune from this pressure.
- Orange County appears to have better secondary school students, based on AP exams and SAT/ACT tests, than most other California counties. The penetration rate for high school graduates—driven by the alignment of program offerings and necessary student support services—will be an urgent priority for the College.
- Prospective learners have choices. Convenience is critical as is quality learning. They will find options when Coastline cannot meet their needs. This increased competition—particularly in online learning space—means that Coastline will need to intensify its efforts to recruit and retain students.
- Coastline will use the planning process to explore significant gaps between projected occupational openings and degrees currently being produced. The College will make adjustments accordingly.
- The Coast Community College District will need to revisit its policies and procedures on program deployment among its three colleges in both program delivery and program authorization.
- The College will utilize enrollment management techniques to increase its overall enrollment and to target new programs and students.
- Technology, particularly learning technology, is evolving every month. Coastline will continue to use its open source Learning Management System—Seaport—and look for ways to enhance it, thereby realizing a cost savings that can be invested in other learning technology.
- The cost of instructional technology is declining as applications are now available on the web clouds and hardware prices decrease. This also will free up resources that can be invested in other learning technology.
- Coastline's planning and budgeting processes will be transparent. All data used for the Education Master Plan will be sourced and made available to all participants for review. The final plan will include key performance indicators and measures as the avenue to charting the College's progress.
- The Education Master Plan process at Coastline will operate on both strategic and operational levels. Strategic goals will be adjusted on a multi-year basis unless rapid changes require more frequent revision. Operational planning will be driven annually by action priorities and success factors, ensuring that strategic goals are implemented. Action priorities will be linked to the College's budgeting cycle.

- The public university system in California has capped enrollment, meaning that students may arrive at Coastline to “prove up” prior to transferring to a 4-year campus. This can result in increased demand for general education and other transfer course as well as impacting basic skills enrollment.
- Coastline will continue its longstanding programs in military education. Competition from other higher education institutions will intensify, however, meaning that strategy will become increasingly important if Coastline is to maintain its market share.
- Coastline will continue to seek innovative ways to respond to the changing demands of its learning community. The increasingly competitive higher education environment and restrained operating budgets make innovation and entrepreneurship an educational imperative. Finding new markets, new or repurposed delivery systems and creative program and service offerings will help Coastline’s competitive advantage thereby attracting more and different students, funders and partnerships.
- Small business entrepreneurship will remain a vital and vigorous sector of the Southern California economy. In Orange County, for example, 98.8% of the 5,807 businesses in technology clusters have fewer than 250 employees (U.S. Census, *2008 County Business Patterns; Orange County Workforce Indicators, 2010-2011*). In the Riverside/San Bernardino area, more than 85 percent of all manufacturers are small businesses (fewer than 500 employees). Traditional data sources typically ignore “nonemployer” firms, which produce goods through the efforts of family members or temporary help. In the 2004 there were 25,367 such firms in the five Southern California counties (Los Angeles Economic Development Corporation).

## COASTLINE'S CURRENT STATUS

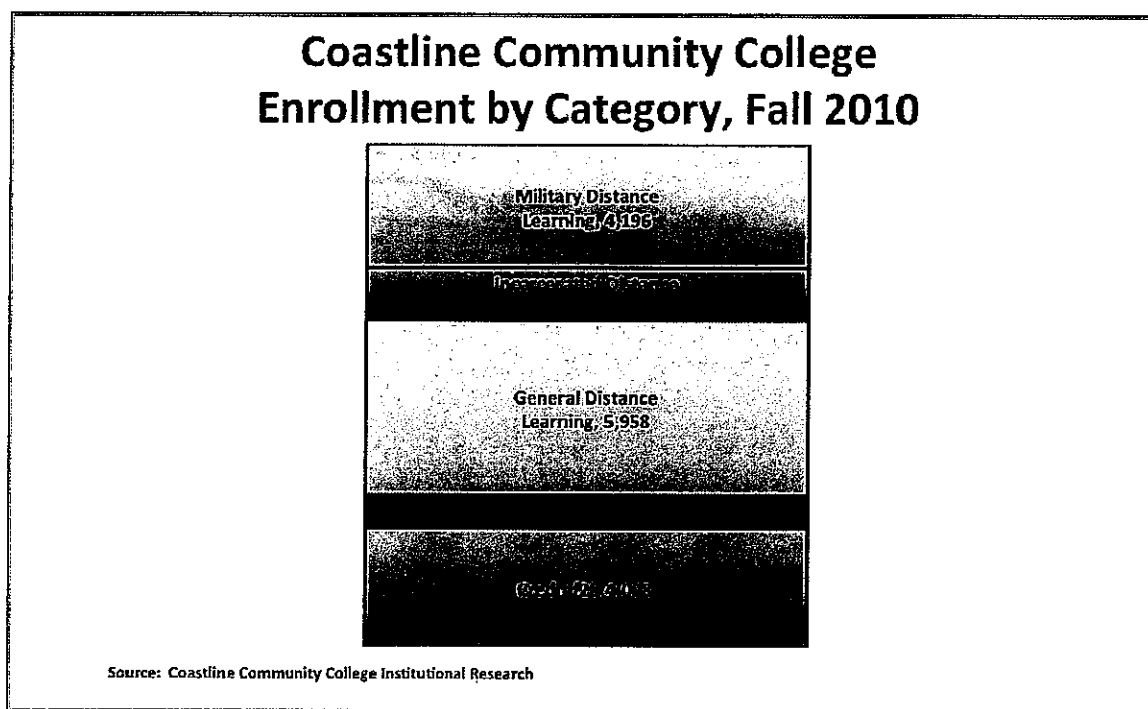
### Enrollment History

Coastline Community College's enrollment draws from five major sources:

- Credit face-to-face site based,
- Noncredit face-to-face site based,
- Military distance learning,
- Incarcerated distance learning, and
- General student distance learning.

The current distribution of these enrollment sources is depicted in Figure 4.

Figure 4

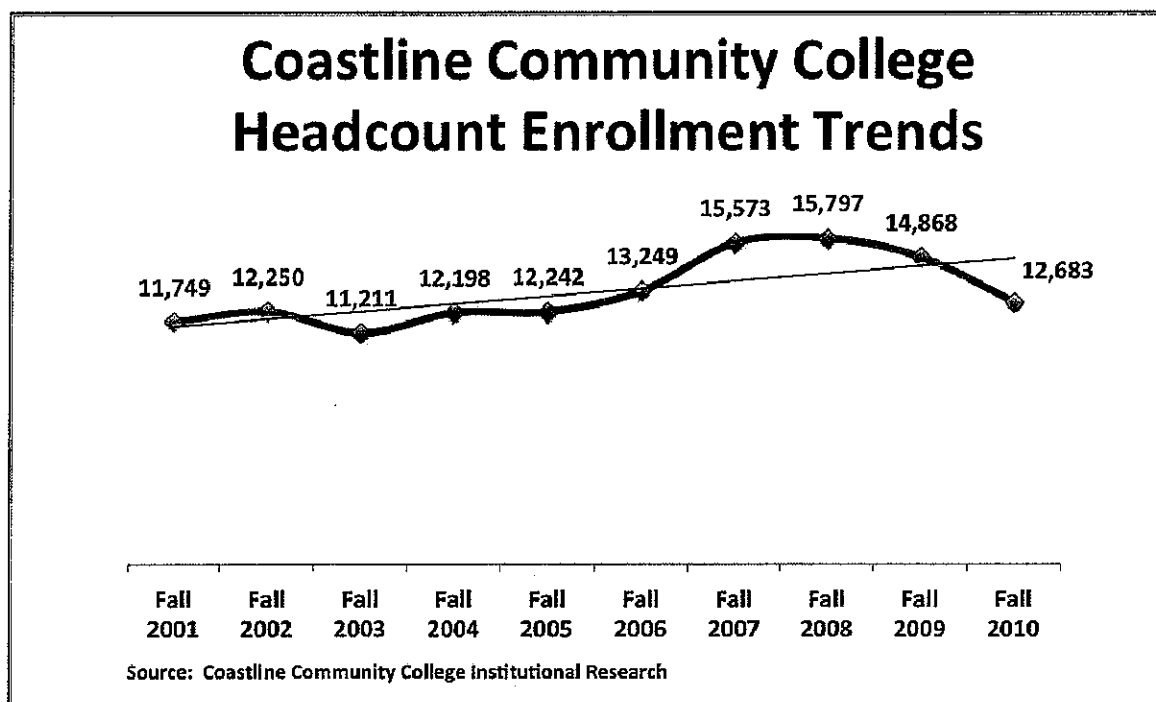


Enrollment scenarios developed for this Education Master Plan, given the underlying demographics in Orange County, predict that most enrollment growth through the year 2020 will occur in the area of general distance learning. Appendix F (Enrollment Scenarios and Projections) displays headcount enrollment trends for each of the enrollment categories above as well as enrollment potential based on past trends and market penetration rates.

## Headcount Enrollment Trends

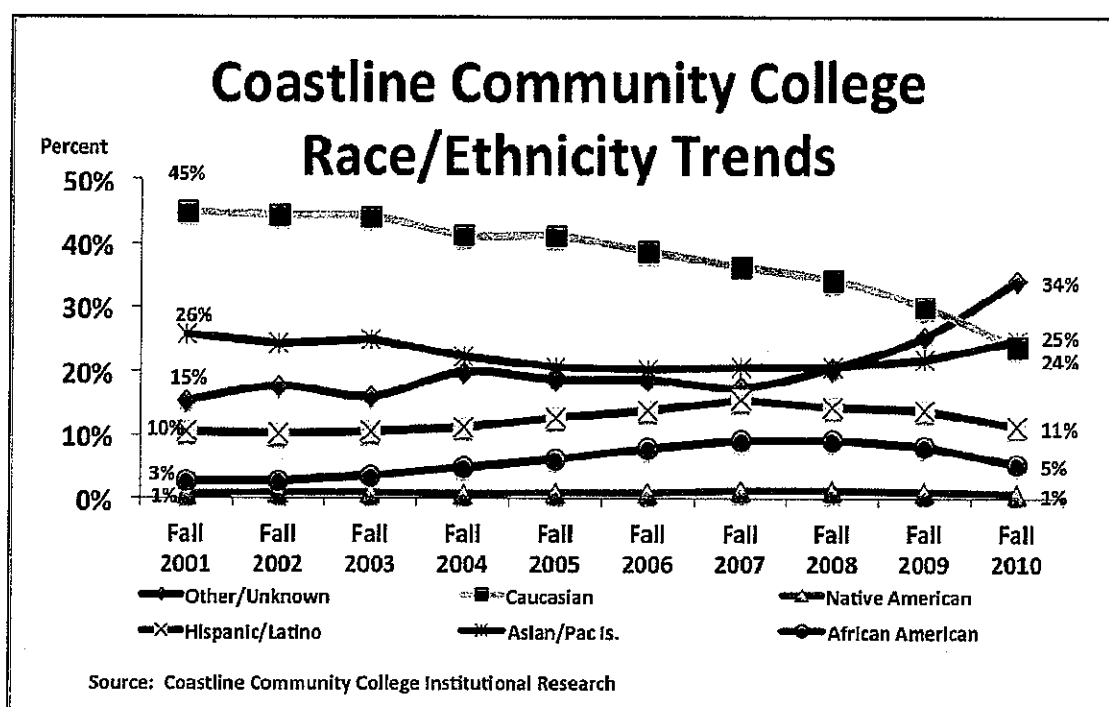
In recent years Coastline's fall semester headcount enrollment peaked in 2008 (Figure 5). These trends exclude cash-funded military enrollments. Enrollment in the following fall terms was lower although the overall enrollment trend since fall 2001 is upward. The recent budget shortfalls experienced by the state of California likely will have a negative effect on future enrollment trends, especially among low-income students who will be faced with higher fees. Further, recent U.S. Department of Education rule changes require colleges to receive state approval from all states in which they have students taking classes - even via distance learning - using federal or Title IV funding including military personnel using Tuition Assistance or the GI Bill poses challenges. The approval process is expensive and time consuming and will likely influence future enrollment in military programs.

Figure 5



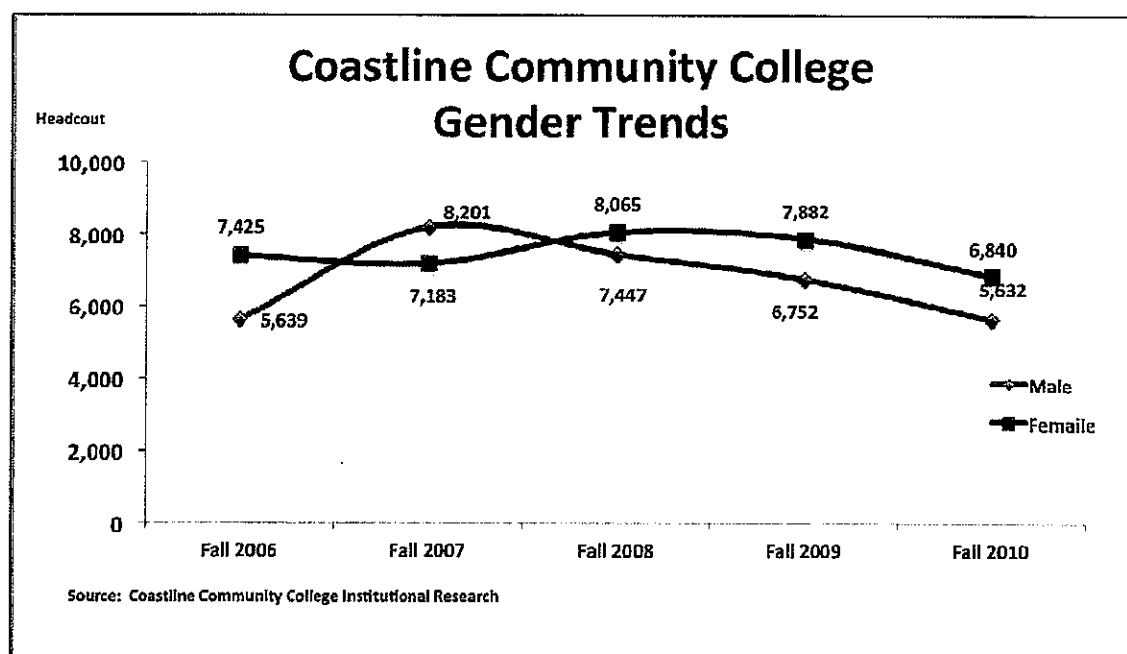
## Learner Characteristics

Figure 6



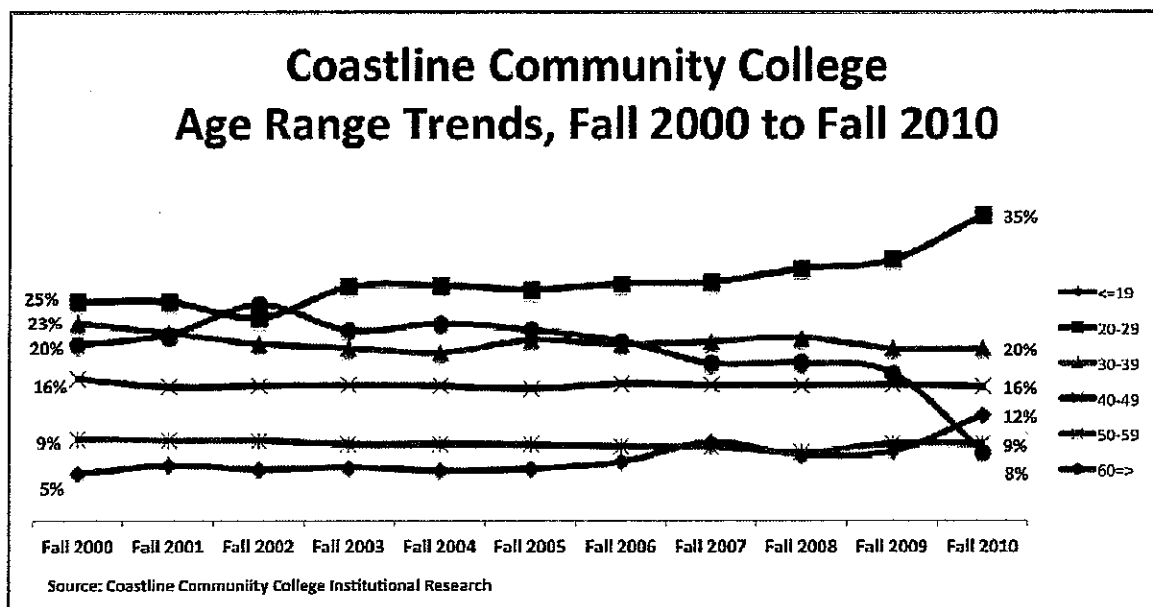
Coastline Community College has been a “minority majority” college for longer than a decade and is becoming more so (Figure 6). Gender trends are less pronounced; in fall 2010 there were approximately 1,200 more females enrolled than males (Figure 7).

Figure 7



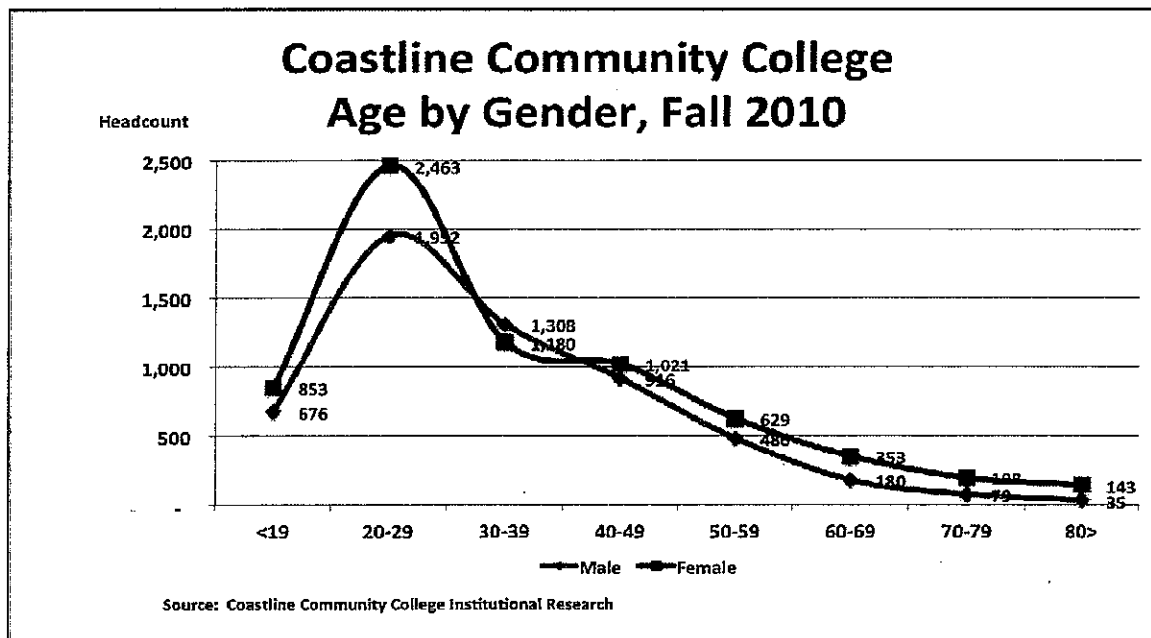
Changes in Coastline's age range trends reflect the decision to close its Emeritus College, a noncredit program serving senior citizens, in the fall of 2010 (Figure 8). Additionally, recent state funding decisions related to non-critical non-credit instruction has narrowed Coastline's mission to emphasize transfer, Career Technical Education and Basic Skills. Over the past decade the proportion of 20 to 29 year-olds has increased by 10 percent while the proportion of students over 60 has fallen by 12 percent.

Figure 8



Females constitute a larger proportion of the 20 to 29 year-old student population (Figure 7), the age range that is growing most rapidly at the College (Figure 9).

Figure 9



## Secondary Schools

The College has experienced a decline in the number of secondary school students enrolling in the college in the same year they graduate from high school (Figure 10). This doesn't appear to be the result of recent enrollment trends in Coastline's feeder high schools, however (Table 1) since their enrollments are generally growing.

Figure 10

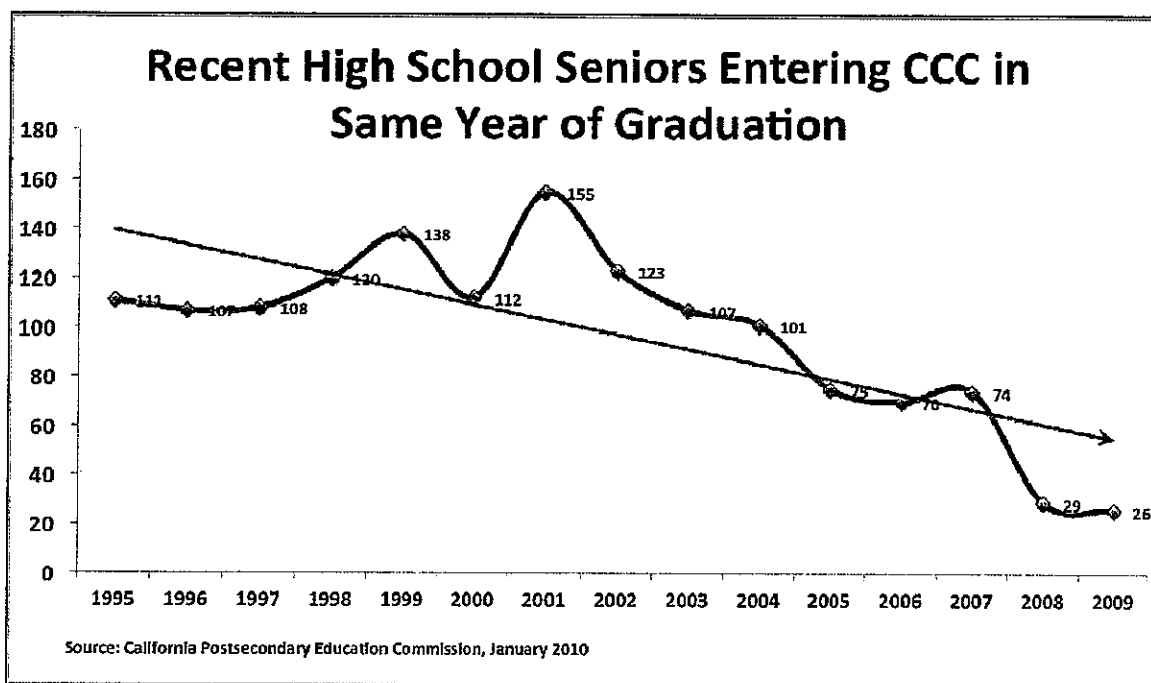


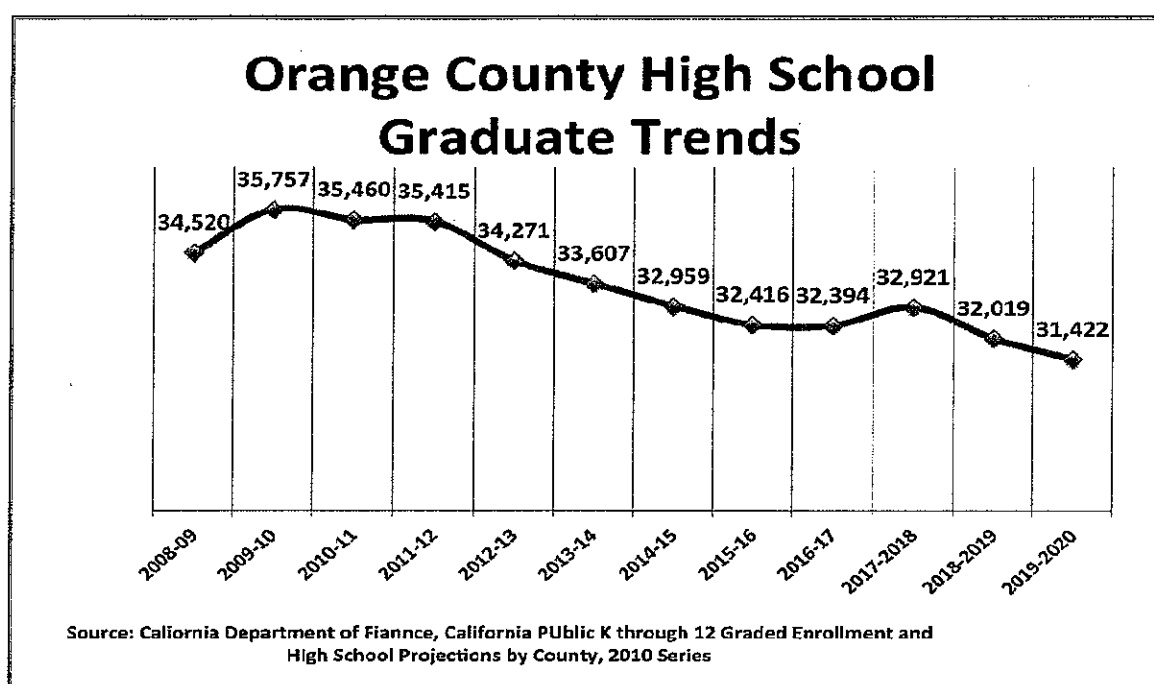
Table 1: 12<sup>th</sup> Grade Enrollments at Coastline's Feeder High Schools

	2007-08	2008-09	2009-10
Back Bay High	108	95	65
Bolsa Grande High	389	452	402
Corona del Mar High	321	339	347
Costa Mesa High	273	281	259
Edison High	571	595	595
Estancia High	258	297	265
Fountain Valley High	771	769	817
Huntington Beach Union High	3,922	3,933	4,019
La Quinta High	419	419	484
Los Amigos High	482	428	918
Marina High	688	685	685
Newport Harbor High	568	523	573
Norte Vista High	365	363	481
Ocean View High	386	341	347
Orange High	555	509	561

Table 1: 12 <sup>th</sup> Grade Enrollments at Coastline's Feeder High Schools			
	2007-08	2008-09	2009-10
Rancho Alamitos High	417	385	432
Westminster High	556	645	663
Feeder School Total	13,507	13,537	14,451
Source: California Department of Education. Feeder schools are those secondary schools from which Coastline drew the most enrollment in its peak year, 2001			

This slight upward trend in feeder high schools may not be sustainable, however, since it is projected that Orange County will experience an overall decline through the year 2020 (Figure 11).

Figure 11





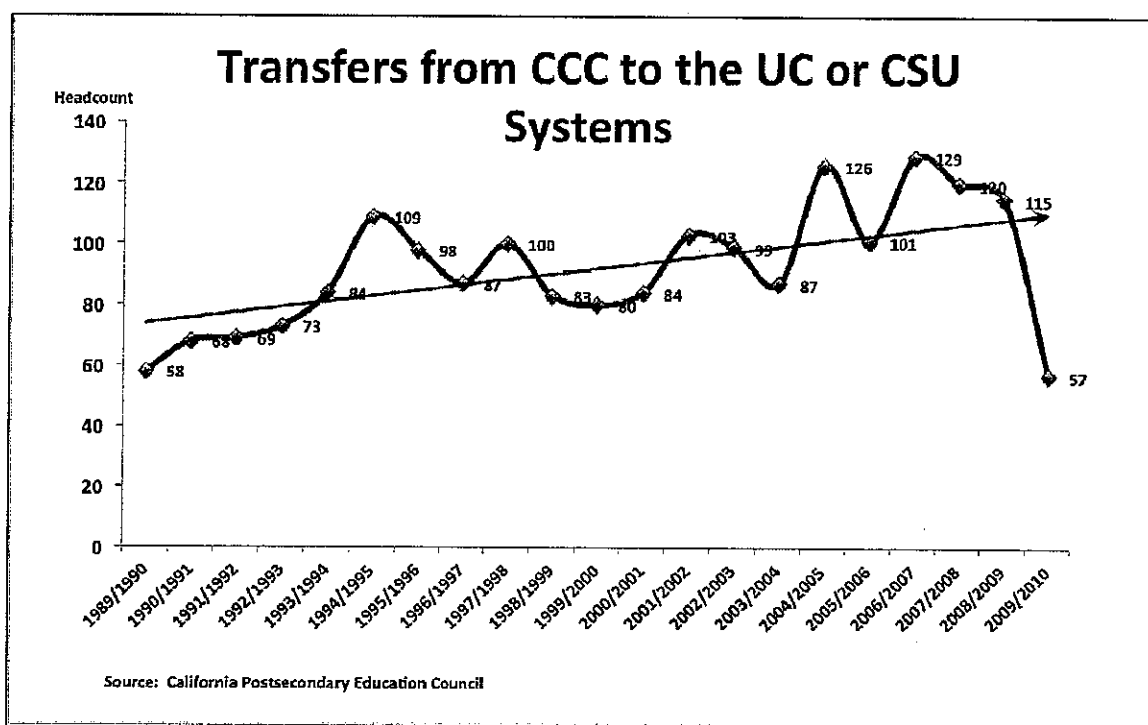
## Student Flow in the Coast Community College District

Sixteen percent (n=297) of Orange Coast College graduates in 2008-2009 had attended Coastline. These OCC graduates averaged 8.6 earned credits at Coastline. Twenty-four percent (n=290) of Golden West College graduates in 2008-2009 had attended Coastline. These GWC graduates averaged 8.6 credit hours at Coastline. This flow between colleges is particularly noteworthy since cross enrollment isn't seamless in the Coast District. Each college within the District requires students to apply separately and there is no common class schedule among the colleges to facilitate cross-registration. Still, progress is being made. The Degree Audit project addresses course numbering and other alignment issues. The Coastline Class Schedule for Spring 2011 displays the General Education requirements for all three District colleges.

## Transfer to Public Institutions

Figure 12 depicts transfer trends from Coastline to public 4-year colleges and universities in California. While the trend is upward, recent transfer numbers appear to have returned to levels last seen in the early 1990's.

Figure 12



## Cost of Attendance and Financial Aid

The most recent state budget proposal would raise community college student fees from \$26 to \$36 per unit.<sup>1</sup> It is also possible that fees could escalate to \$66 per unit or higher, nearly triple their current level. Fees are one component of a student's cost of attendance. Table 2 displays trends in the estimated expenses that full-time students encounter when they choose to enroll at Coastline. Expenses for an off-campus full-time student in the current year are estimated at \$14,356 while a student living with her or his family bears a \$6,456 cost that excludes housing and other expenses. It is highly likely that these figures will increase in the foreseeable future.

Table 2. Coastline Community College Estimated Expenses for Full-Time Students, 2007-08 to 2010-11					
		2007-08	2008-09	2009-10	2010-11
<b>Tuition and Fees</b>					
	In-State	\$527	\$527	\$650	\$656
	Out-of-State	\$4,178	\$4,370	\$4,586	\$4,520
	Books & Supplies	\$1,000	\$1,000	\$1,000	\$1,000
<b>Living Arrangement</b>					
	Off-Campus				
	Room & Board	\$8,900	\$9,000	\$9,000	\$9,000
	Other	\$3,600	\$3,700	\$3,700	\$3,700
	Off Campus w/ Family				
	Other	\$4,700	\$4,800	\$4,800	\$4,800
<b>TOTAL EXPENSES</b>		2007-08	2008-09	2009-10	2010-11
<b>In-state</b>					
	Off Campus	\$14,027	\$14,227	\$14,350	\$14,356
	Off Campus with Family	\$6,227	\$6,327	\$6,450	\$6,456
<b>Out-of State</b>					
	Off-Campus	\$17,678	\$18,070	\$18,286	\$18,220
	Off-Campus with Family	\$9,878	\$10,170	\$10,386	\$10,320
Source: National Center for Education Statistics College Navigator Site. Retrieved April 2, 2011 at <a href="http://nces.ed.gov/collegenavigator">http://nces.ed.gov/collegenavigator</a>					

## Overall Penetration Rates

A critical benchmark in educational planning is a college's penetration rate, derived by measuring how it attracts enrollment from potential pools of students in its service area. Calculating the size of those pools and comparing the current market share (enrollments) from those pools helps a college to identify gaps in its enrollment strategies. Factors unrelated to outreach activities also influence market shares, however. The number of postsecondary institutions operating in Orange County, for example, can serve to reduce Coastline Community

<sup>1</sup> Los Angeles Times (March 31, 2011). *California community colleges to slash enrollment, classes*. Retrieved April 3, 2011 at <http://articles.latimes.com/2011/mar/31/local/la-me-0331-community-colleges-20110331>

College's penetration rates. These rates can also be reduced or increased by students who are attracted by the mix of available programs and program delivery options. Coastline's competitor analysis (Appendix C) provides an overview of new program opportunities. Among individuals aged 15 and older, Coastline's penetration rate for credit and non-credit programs in Orange County for fall 2010 was 0.28%.<sup>2</sup> Table 3 displays penetration rates by age range and race/ethnicity for the same time period.

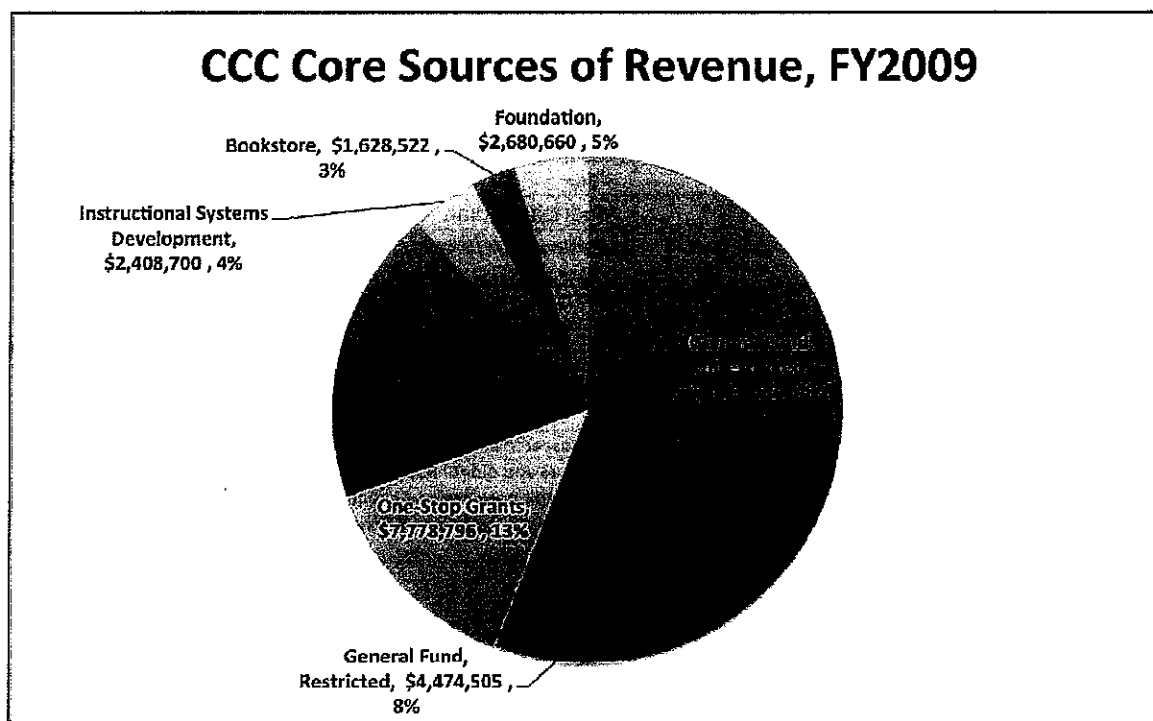
Table 3 CCC Penetration Rates for Credit Classes by Age Range and Race/Ethnicity, Fall 2010					
Age Range	CCC	Orange County	Race/Ethnicity	CCC	Orange County
15-19	11.4%	8.9%	White	34.1%	47.5%
20-24	20.3%	8.5%	Hispanic	16.4%	31.7%
25-29	15.1%	8.3%	Asian	30.9%	17.1%
30-34	10.7%	8.2%	Pacific Islander	2.3%	0.4%
35-39	9.3%	9.1%	Black	5.3%	1.4%
40-44	8.3%	9.5%	American Indian	.8%	0.4%
45-49	7.2%	9.5%	Multiracial/Other/ Not Reported	10.2%	1.5%
50-54	5.6%	8.7%			
55-59	3.4%	7.4%			
60-64	2.5%	6.4%			
65+	5.4%	15.5%			
Source: Coastline Community College Institutional Research and California Department of Finance. Orange County data includes only citizens aged 15 years and older. Race/Ethnicity proportions for Coastline Community College include credit and noncredit enrollment, College data are influenced by the large proportion of students who indicate multiracial status or who chose not to report their race/ethnic status.					

<sup>2</sup> This overall penetration rate is based on 1,303,569 citizens aged 15 years and older residing in the County divided by Coastline's credit enrollment from Orange County in fall 2010 of 3,618.

## Budgets and Resources

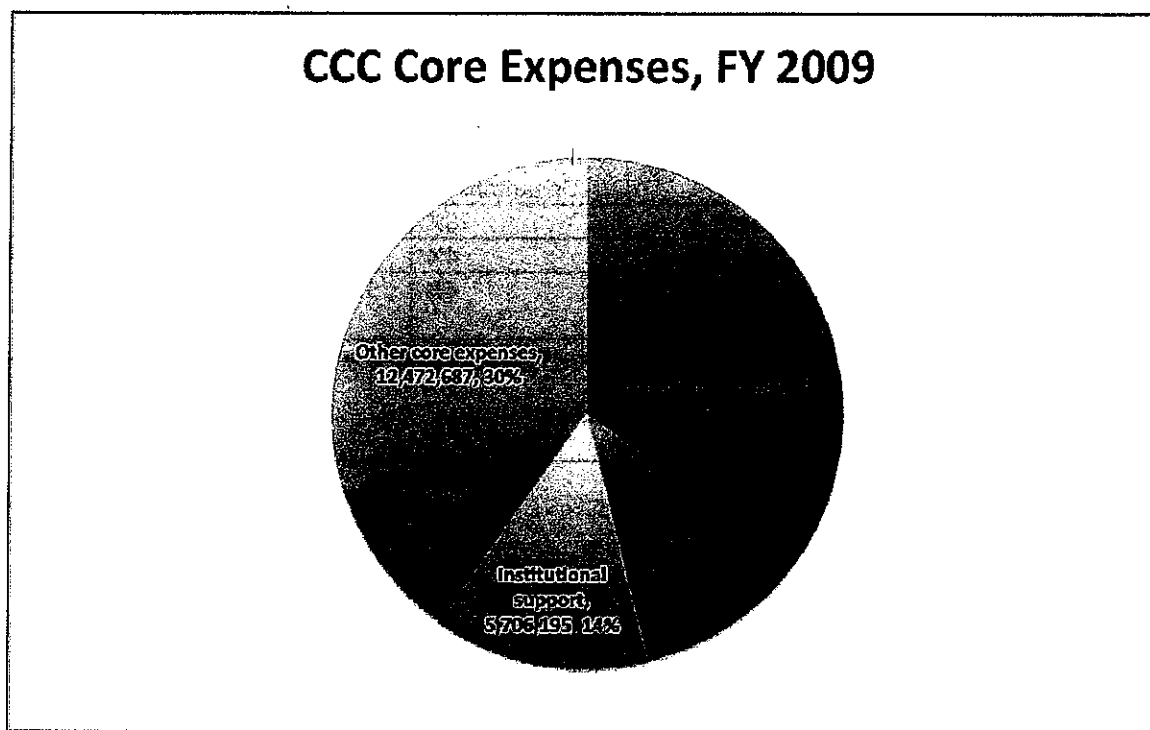
Coastline's 2009-2010 budget reflects \$27,413,122 in unrestricted general fund revenue and \$4,474,505 in restricted fund revenue. These figures represent 48% and 8%, respectively of Coastline's total revenue. The Coast Community College District experienced an overall \$7.4 million decrease in income during this same period, the majority of which was a \$4.8 million decrease in state funding. Local revenues account for another \$1.4 million. Even larger reductions in state revenue are forecast for 2011-2012. Coastline's revenue and expenses from FY2009 are depicted in Figures 13 and 14.

Figure 13



Source: Coastline Community College Administrative Services

Figure 14



Source: Integrated Postsecondary Education Data System

### Coastline's Entrepreneurial Status

California's community colleges are preparing for a grim scenario in the state's 2011-2012 budget. Among the many effects that the state downturn will produce will be the need for all community colleges to become even more entrepreneurial. Table 4 compares the proportion of revenue that California community colleges produce from independent sources. These data suggest that Coastline generates a much higher proportion of its overall revenue from independent operations than California community colleges as a whole or California community colleges with similar enrollment (between 20,000 and 30,000 unduplicated students). With declining revenue from the state and the rise in tuition that will likely discourage low-income student enrollment, all colleges will be looking to increase their revenue from independent sources. These data suggest that Coastline is well positioned to continue to earn a significant proportion of its future revenue through entrepreneurial actions.

Table 4 Independent Operations and Institutional Revenue		
Institution(s)	Proportion of Revenues Generated from Independent Operations	Dollars Generated from Independent Operations
Coastline Community College	28%	\$4,575,788
All California Community Colleges	4%	\$1,395,322 (average)
California Community Colleges enrolling 20,000 to 30,000 Students	4%	\$1,422,820 (average)
Note: data excludes revenues from auxiliary services including food services, health services, and college stores. Source: IPEDS Data Center retrieved April 3, 2011 at <a href="http://nces.ed.gov/ipeds/datacenter/">http://nces.ed.gov/ipeds/datacenter/</a>		

### Certificates and Degrees Awarded

Coastline awarded 153 certificates and 1,895 degrees in the 2009-2010 academic year (Tables 5 and 6). Coastline ranked 23<sup>rd</sup> overall in the United States for associate degrees awarded in 2010, owing to the large number of degrees produced by its military programs (Table 6).<sup>3</sup> Business and business-related areas account for the majority of state-funded degree and certificates awarded.

Table 5 Certificates Awarded by TOP Code Concentration, Academic Year 2009-10	
Area and TOP Code	Number
Business and Management (05)	79
Communications (06)	3
Computer & Information Sciences (07)	4
Industrial Technology (09) Construction Inspection	26
Family and Consumer Sciences (13)	7
Law (14)	34
Total	153
Source: Coastline Institutional Research from Chancellor's Office Program Inventory	

<sup>3</sup> Community College Week (n.d.). *Associate Degree & Certificate Producers, 2010*. Retrieved April 3, 2011 at <http://www.ccweek.com/news/>

Table 6 AA Degrees by TOP Code Concentration, Academic Year 2009-10		
Area and TOP Code	State Funded	Contract Funded
Business and Management (05)	117	0
Engineering and Industrial Technologies (09)	26	0
Family and Consumer Sciences (13)	3	0
Fine and Applied Arts (10)	1	0
Humanities and Letters (15) and Education (8)	2	0
Information Technology (07)	3	0
Liberal Arts & Sciences (49)	3	1,675
Law (14)	13	0
Psychology (20)	4	0
Public and Protective Services (21)	15	0
Social Sciences (22)	18	0
Unknown	15	0
Total	220	1,675
Source: CCC Institutional Research from Chancellor's Office Program Inventory		

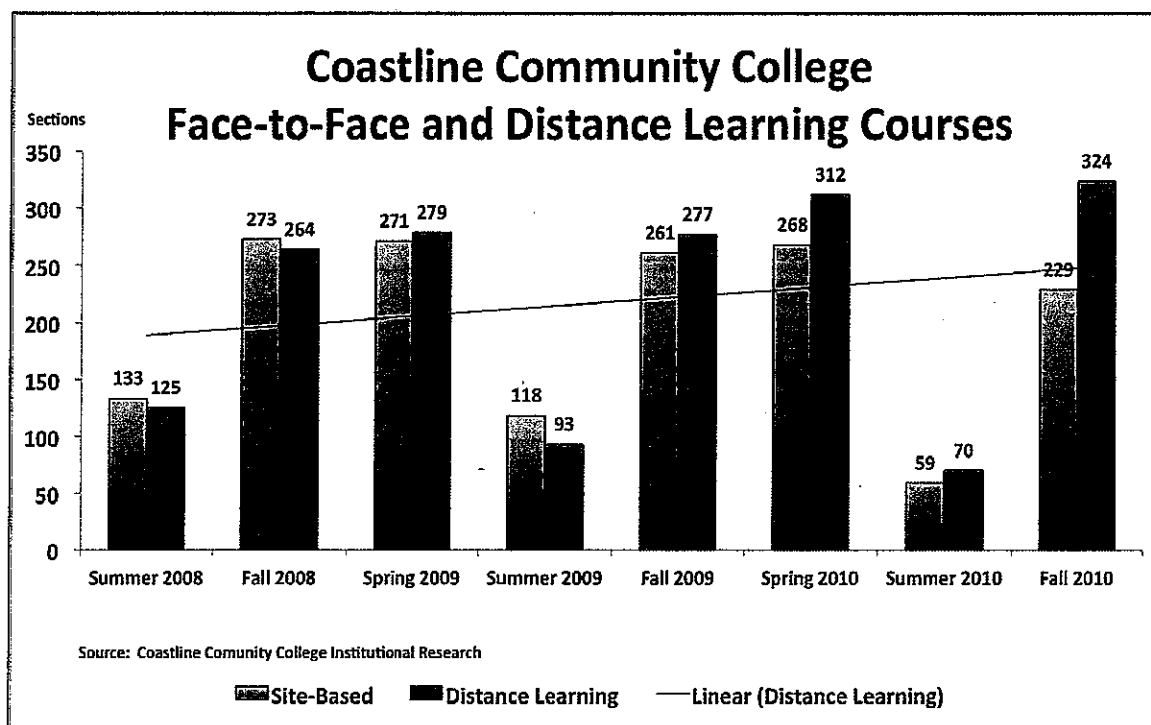
## Distance Learning

Coastline's Distance Learning spurs innovation and investment in technology to support instruction and student services. Innovation and technological investments also create commercial and entrepreneurial opportunities. Coastline is committed to being a pioneer in the application of the latest technologies to enhance the learning process. In the beginning Coastline's innovation was marked by broadcast, cable television and video cassettes delivery. After the development of the Internet, Coastline moved into creating courses accessible on CD-ROM and DVD, on-line and via handheld devices such as personal digital assistants (PDAs) and smart cellular telephones. Over the years, the College has received over 65 awards for excellence in instructional design and mediated course development, including 19 educational/instructional Emmy Awards, four Cindy Awards, and four Telly Awards. The College's focus is on combining state-of-the-art teaching and learning strategies with new and emerging video, audio virtual reality, and interactive learning activities into a total learning experience for students. In fall 2010 the College offered more than 300 distance learning courses and these courses are trending upward (Figure 15).

The retention and success rates for Coastline online courses are 10% and 40% higher, respectively, than other California college's online offerings.<sup>4</sup> Coastline actively pursues quality in its online courses through collaborative content development, model design and development processes, and the Faculty Academic Quality Project that has adopted a best practices document that the Academic Senate endorses, though it is not mandatory for use by faculty.

<sup>4</sup> Data taken from the California Community Colleges Chancellor's Office Data Mart. Retrieved June 3, 2011 at [//misweb.cccco.edu/mis/onlinestat/ret\\_sucs\\_de.cfm](http://misweb.cccco.edu/mis/onlinestat/ret_sucs_de.cfm)

Figure 15



An internal survey of 803 online learners in summer 2010 produces strategic information that the College can use to further develop its programs and courses.<sup>5</sup> Demographic findings include: 67% female, one-third married, 35% had children at home, and 75% indicated English as first language. Nearly two-thirds were under the age of 33. Race and ethnicity categories were: Asian (25.5%), Caucasian (43.9%), and Hispanic/Latino (15%). Fifty-two percent reported earning a high school degree while nearly a third (31.5%) had already earned associate, baccalaureate, masters, or professional degrees.

Forty-three percent of the respondents attend college part-time, and 45% reported that Coastline was either their primary or only institution of attendance. Nearly one-third of Coastline's online students were new to this delivery strategy. Forty-five percent indicated they enrolled in online courses because of their work schedules while 19% reported family or health reasons. It is noteworthy that less than a third had sought advisement prior to enrollment; 70% self-selected enrollment in an online course. Nearly two-thirds reported that they had enrolled in an online course without participating in orientation. At the same time more than half rated advising and transfer advising as very important. It is clear that there is an appetite among current online learners for expanding and integrating support services for orientation, advisement and instructional support.

<sup>5</sup> Rodriguez, V. (n.d.). Summer 2010 Survey of Online Students. Internal document, Coastline Community College



**Instructional Systems Development (ISD)** is the arm of Coastline that promotes vision, collaboration, and inquiry around the effective uses of technology in teaching, learning, scholarship, and management. ISD innovates to support instruction and student services as its primary focus. It also generates revenue to support the instructional, student services and administrative functions of the college. ISD supports the advancement of instruction through the integration of new and emerging learning technology, mediation and interactive systems/approaches. ISD provides training and support to faculty and staff in the application of new and innovative instructional systems and learning technologies. ISD helps to maximize the benefits of learning technology to ensure pedagogically sound solutions and quality learning outcomes. To assist in sustaining and expanding these activities, ISD should remain a leader in design and development of mediated learning systems while collaborating with other colleges.

A significant competitive advantage for Coastline is in providing both distance education and developing technology-mediated instruction products. More than 350 colleges in the United States and Canada lease courseware, textbooks, and other instructional materials developed by the Center for Instructional Systems Development (Coast Learning Systems). Coastline has developed and is in the process of commercializing its innovative *Computer Learning Content Information Management System* known as Seaport. ISD has produced such innovations as course content delivery via handheld PDAs (personal digital assistant) and cellular phones, game-based language instruction, and virtual learning environments. These innovations are extended to military students through Coastline's military education programs and to other colleges that license Coastline courseware. Coastline is an experienced creator of digital content and provider of online education.

### **Early College High School**

Coastline co-sponsors an early college high school (ECHS) in conjunction with the Newport-Mesa Unified School District. This high school offers both high school and college classes with the goal that students would graduate in five years with both a secondary diploma and two years of college credit (usually sufficient for an Associate degree). Initially funded in part by the Bill and Melinda Gates Foundation and located on Coastline's Costa Mesa campus, Coastline's early college high school opened in August 2006. The ECHS has a maximum enrollment of one hundred students per grade.

Coastline's Early College High School is ranked in the top 10th percentile in California while Hispanic students are performing well above that state Academic Performance Index (API) standard score of 800. Hispanic students make up 2/3rds of the students with an average API score of 862.<sup>6</sup> ECHS provides a predictable source of Credit FTES for Coastline and is a source of pride and recognition for Coastline in the community.

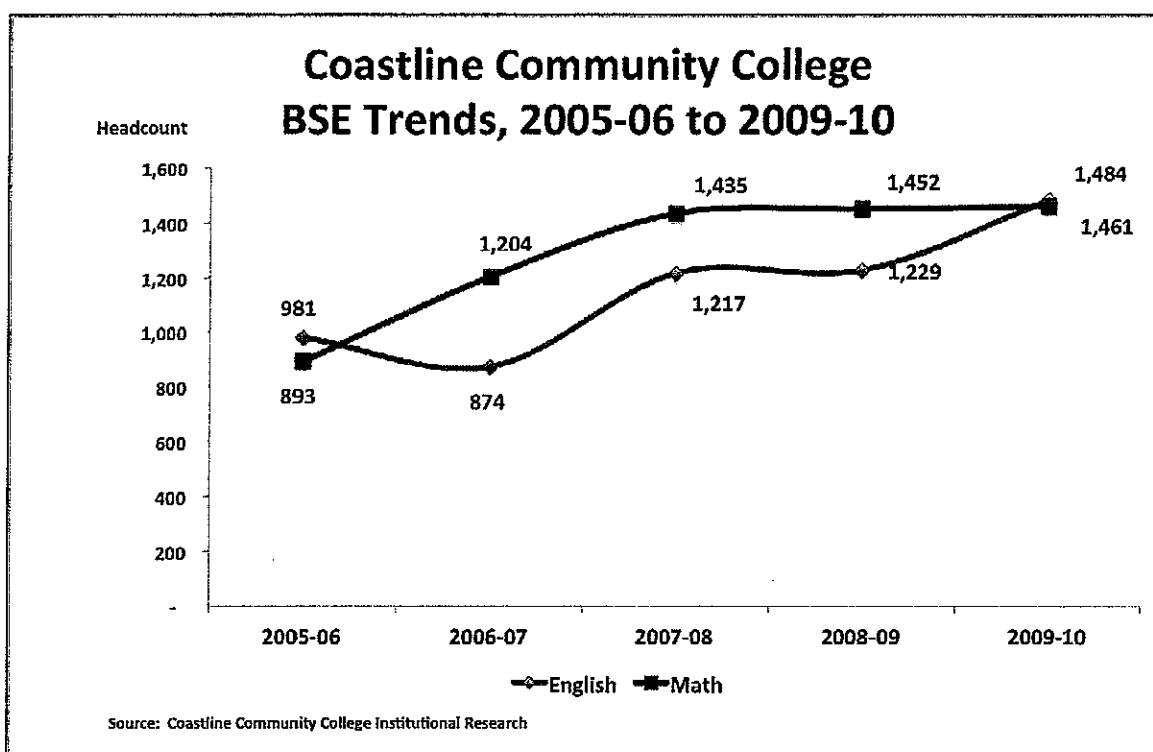
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<sup>6</sup> Data taken from the California Department of Education's 2010-11 Accountability Progress Reporting (APR) system. Retrieved June 3, 2011 at [//misweb.cccco.edu/mis/onlinestat/ret\\_sucs\\_de.cfm](http://misweb.cccco.edu/mis/onlinestat/ret_sucs_de.cfm)

## ESL and Basic Skills Enrollments

**Basic Skills.** Similar to other comprehensive community colleges throughout the United States, basic skills and English as a Second Language enrollments are increasing at Coastline. However, the proportion of overall enrollment in basic math and English compared to the overall course offerings at the College (5%) appear to be lower than might be found at other community colleges (Figure 16). While the relatively low overall enrollments may reflect the declining number of students entering the College immediately after high school completion the increase may be attributable to their increasing need for remedial assistance to succeed. On the other hand, the increase may be because returning adults have been referred to basic education to supplement the skills they need for the job market. Coastline requires basic skills assessment, but placement into remedial classes suggested by placement testing is not mandatory. Research is needed to determine the source of basic skills enrollment but in particular cohort analyses are needed to determine which types of students enroll in Basic Skills, how many complete a recommended remedial sequence, and how many make the progression to “regular” college classes. Attention should be paid to how long it takes for students to attain particular milestones to measure how fast students are progressing. For example, tracking the number of students entering from feeder high schools that require remediation and sharing these data with those high schools in a spirit of collaboration may help to reduce the number of underprepared students entering Coastline.

Figure 16



**English as a Second Language.** The Coastline English as a Second Language department offers a specialized program for English Language Learners (ELL) who need to improve their skills in speaking, comprehending, reading, or writing the English language. The program currently offers 57 credit courses in ESL sentence structure, reading/writing, and listening/conversation for students at nine discrete levels of English proficiency from basic literacy to pre-college level (i.e., a level comparable to English 098). For the spring 2011 semester, the program offered 56 ESL sections (39 day/17 evening) at three sites: Coastline's Le-Jao and Garden Grove centers and a storefront site at Brookhurst Street and Hazard Avenue in Westminster. Thirty-eight day and evening ESL sections are currently offered at the Le-Jao Center. Students at this center may enroll in a program of six, eight, or sixteen hours of instruction per week, or, to accelerate their rate of progress, they may enroll in a full, intensive daytime program of twenty-four to twenty-eight hours of face-to-face ESL instruction per week. Student services include counseling. Bilingual Vietnamese-speaking and Spanish-speaking staff members at the Le-Jao Center provide assessment and registration for ESL students.

The assessment instrument used for placement in Coastline's ESL program is the ACT Compass/ESL test, the same one used by ESL departments in sister colleges in the District (Orange Coast College and Golden West College). Spring 2010 duplicated course enrollments were 811 credit and 1,611 non-credit (0-unit). For fall 2010 these figures were 1,184 credit and 703 noncredit. Coastline's ESL program offers nine discrete levels, low beginning to pre-ENG 099 (the highest level is 2 levels below CCC's freshman composition course) and the combining of credit and noncredit courses within single sections (see Table 6).

Table 7. Recent ESL Headcount Enrollments by Credit and Noncredit				
	Summer 2009	Fall 2009	Spring 2010	Fall 2010
Credit	232	411	404	649
Noncredit	527	837	923	455
Both	32	60	56	52
Total	791	1,308	1,383	1,156

There also is a need for Coastline to better understand the progression of students in its ESL programs, particularly as its ESL efforts support students whose goal is to complete a college credential. The creation of strengthened pathways from program entry to certificate and degree completion is a desirable direction for all college programs. For this to happen, college faculty, staff, and administrators from across silos should work together to review processes, and services at each stage of the student's experience with the college and redesign or better align college practices to accelerate entry into and completion of programs of study leading to credentials of value. Students question the length of time it takes to complete programs, especially when they begin their academic careers in ESL and/or basic skills education.

**Contextualized Delivery of Basic Skills and ESL.** National research suggests that contextualized basic skills and ESL instruction is often more successful than traditional models of delivering ESL and basic skills.<sup>7</sup> When disadvantaged learners are subject to a curriculum structure that requires completion of sequences of basic skills and/or ESL courses prior to enrolling in courses leading to career or transfer goals they oftentimes become discouraged with the length of their studies. In contrast, delivery modes that integrate both basic skills and ESL within classes accelerate student success and provide a contextualized learning experience that can produce superior outcomes. Contextual delivery draws on diverse instructional strategies designed to seamlessly link foundational skills with academic or occupational content. Given the foregoing structure of curriculum at Coastline, particularly the nine semester length of its ESL program, as well as the increasing number of students entering the College with one or more skill deficits, the College should seriously consider contextualizing its foundational delivery strategies.

### **Military Programs**

Coastline offers programs across all branches of military service. These programs include the Navy College Distance Learning Partnership (NCDLP), the Navy College Program Afloat College Education (NCPACE), the Air Force General Education Module (GEM), Coast Guard Ashore and SOCCOAST Afloat Courses for Cutters, and programs for the Marine Corps. Coastline's military education efforts also include special consideration for spouses including affordable tuition and books, self-paced "anytime-anywhere education" courses delivered online, and degree programs that are achievable in spite of frequent changes of duty station. The military program also cooperates with testing centers to provide military personnel opportunities for standardized examinations including the College Level Entrance Examination Program (CLEP) exam, DANTES Subject Standardized Tests (DSST), and Excelsior College Examinations (ECE).

Military programs enrolled 4,196 headcount students in fall 2010. Coastline's military enrollments in fall terms are trending downward (see Appendix B, CCC Enrollment Scenarios and Projections for more detail). According to college officials, competition for military enrollments is intensifying among community colleges, universities and for-profit institutions. Since the military program produces cash revenue for the College, future enrollment is a concern.

**PocketEd Program.** This innovation makes use of Personal Digital Assistant (PDA) technology to provide courses for service members. There are currently 15 PocketEd courses that are designed to be completed within 12 weeks. Students who enroll in the PocketEd Program will receive a PDA with their first course packet. The PocketEd program has served Coastline as a place to test the effectiveness of this alternative delivery model before implementing it more widely throughout all students.

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<sup>7</sup> See, for example, Workforce Strategy Center (2003, January) *Building Bridges to College and Careers: Contextualized Basic Skills Programs at Community Colleges* and California Basic Skills Initiative (2009) *Contextualized Teaching & Learning: A Faculty Primer A Review of Literature and Faculty Practices with Implications for California Community College Practitioners*.

## **Incarcerated Student Programs**

Coastline provides audio and video media to inmates at 65 to 70 California county, state, and federal prisons and hospitals. Because inmates are not allowed access to the web, these facilities are equipped to deliver instructional media through either closed-circuit television or through videocassettes and DVD's. Coastline's incarcerated programs account for 1,775 enrollments in fall 2010, down from a peak of 4,772 in fall 2008. Incarcerated enrollments are influenced by resources available from the California Department of Rehabilitation and Corrections that provide instructional support for inmates' enrollment in higher education. These resources have been cut recently, and the corresponding influence on incarcerated enrollments is now evident. However, with increased state revenue and funding over the next year, Coastline is prepared for an increase in incarcerated enrollment.

## **Corporate, Workforce, and Community Services**

This unit is responsible for working with local businesses and the Orange County community at large. It provides career service advising to help prospective students find a major, career, or job through testing and assessment for workforce skills, licensure testing or certification testing. This unit also works to adapt existing Coastline courses and programs for workforce needs. Programs have included: Boeing Preferred School Partner (PSP) Program, Customer Service Academy, Dale Carnegie Training, English as a Second/Foreign Language, Chinese for Business Communications, Management and Supervision, Computer Services Technology, Bookkeeping/Accounting, Emergency Management, and Personal Mastery.

## **Course Scheduling**

The times during a day at which face-to-face classes are scheduled dictate their availability to certain types of students and are a key consideration in enrollment management. For example, full-time students without job or family obligations are likely to want classes that are scheduled throughout the day; part-time students, especially working adults, are likely to prefer face-to-face classes scheduled in the evening hours. Figure 17 depicts how Coastline Community College arrayed its class start time schedule in 2009-2010.

Figure 17

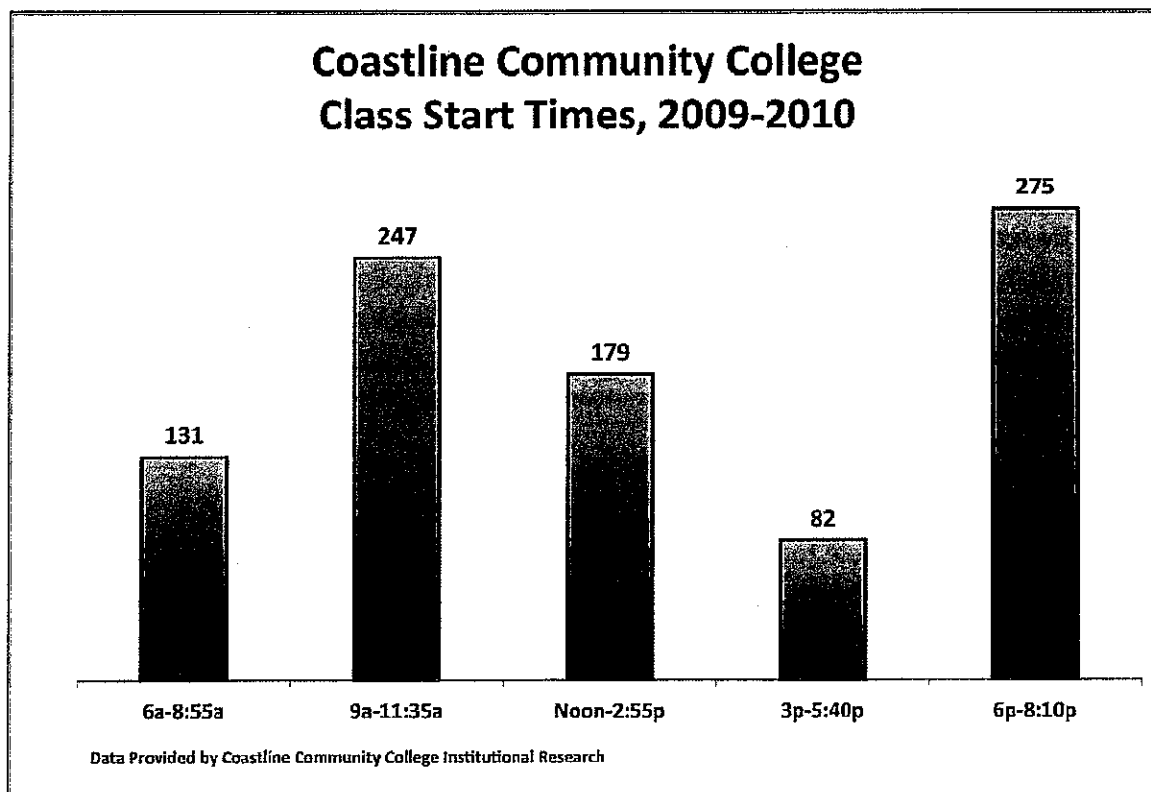


Figure 18 shows that in 2009-2010 Coastline Community College scheduled its classes chiefly on a four-day schedule with Fridays constituting the fewest number of sections scheduled. Together, Figures 17 and 18 suggest that Coastline has considerable opportunities to pursue flexibility in scheduling to meet the preferences and needs of its students.

Figure 18

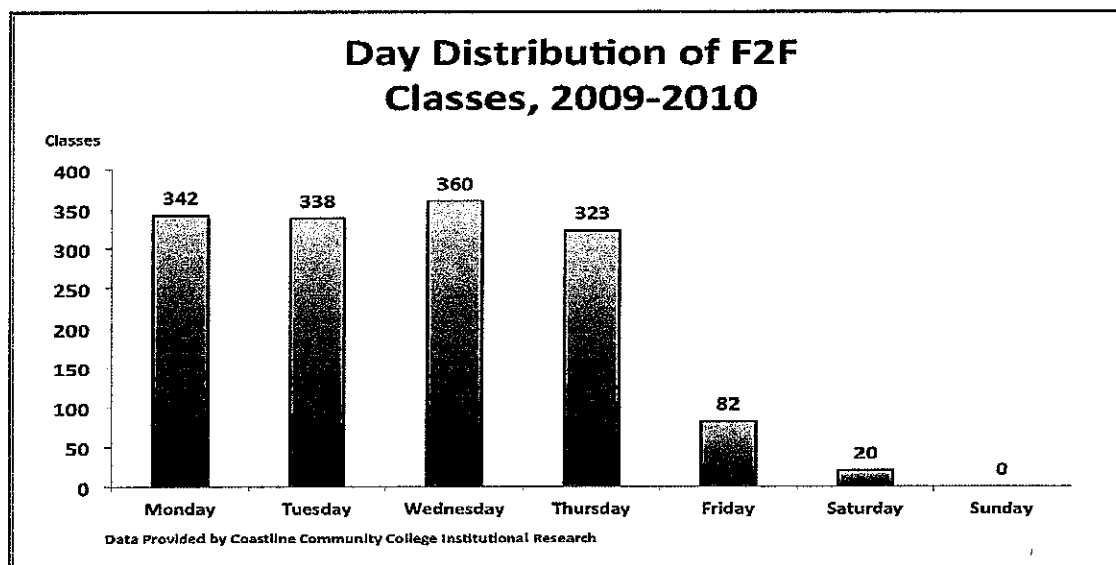
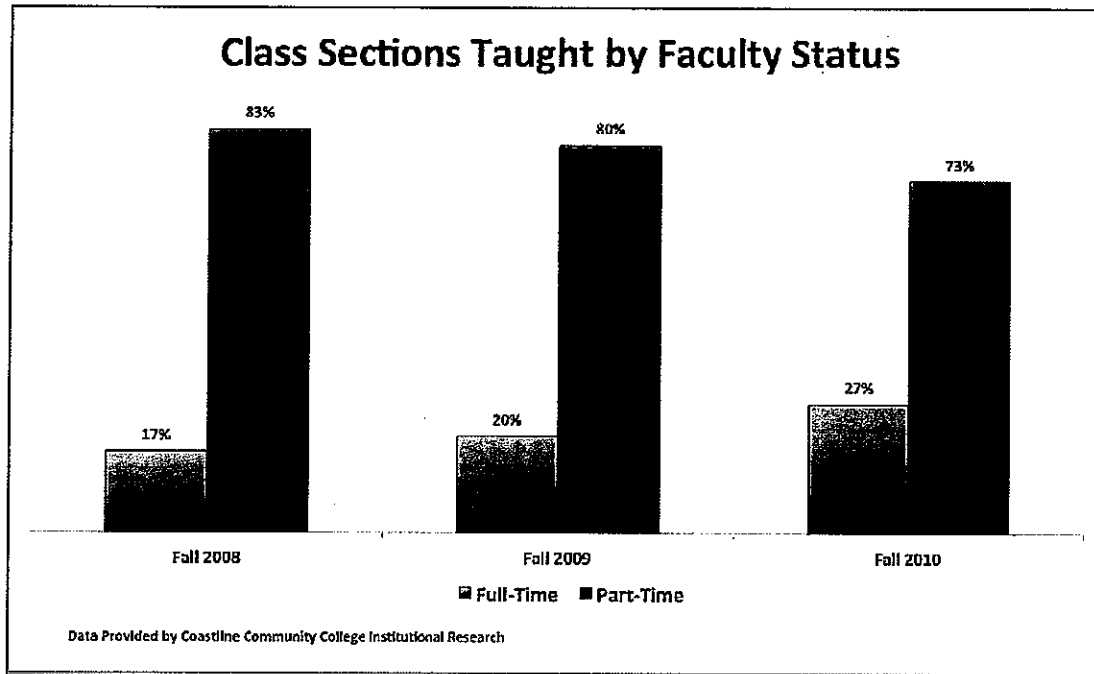


Figure 19 displays that the class sections are increasingly being taught by full-time faculty, a result of shrinking instructional resources to hire part-time faculty. Coastline will want to strategically plan for using faculty resources to accommodate the scheduling needs of learners as well to plan for the new programs suggested in subsequent sections of this report.

**Figure 19**



## LABOR MARKETS AND EMPLOYMENT

### National Labor Markets and Community Colleges

The most recent research brief on this topic from the Association for Community Colleges provides a glimpse of the top 15 programs (credit and noncredit) at community colleges (Table 8). Of the programs in Table 8, business, computer technology, and computer networking are currently within the menu of course offerings at Coastline.

Table 8 Hot Programs at Community Colleges	
1. Registered Nursing	9. Health Information Technology
2. Law Enforcement	10. Construction
3. Licensed Practical Nursing	11. Education
4. Radiology	12. Business
5. Computer Technologies	13. Networking
6. Automotive	14. Electronics
7. Nursing Assistant	15. Medical Assistant
8. Dental Hygiene	
Source: McPhee, S. Hot Programs at Community Colleges. Association for Community Colleges. Retrieved April 8, 2011 at <a href="http://www.aacc.nche.edu/Publications/Briefs/Documents/10122004hotprograms.pdf">http://www.aacc.nche.edu/Publications/Briefs/Documents/10122004hotprograms.pdf</a>	

### California Labor Markets and Community Colleges

Table 9 California Occupations with Most Job Openings, 2008-2018			
Occupational Title	Total Job Openings	2010 Median Hourly Wage	Education & Training Levels
Personal and Home Care Aides	201,410	\$10.41	Short-term OJT
Retail Salespersons	198,970	\$10.21	Short-Term OJT
Cashiers	188,560	\$9.49	Short-Term OJT
Waiters and Waitresses	169,820	\$9.18	Short-Term OJT
Combined Food Preparation and Serving Workers, Including Fast Food	103,450	\$9.18	Short-Term OJT
Registered Nurses	102,090	\$40.22	Associate Degree
Customer Service Representatives	98,070	\$17.05	Moderate-Term OJT
Office Clerks, General	85,620	\$14.07	Short-Term OJT
Laborers and Freight, Stock, and Material Movers, Hand	83,350	\$11.64	Short-Term OJT
Elementary School Teachers, Except Special Education	80,810	n/a	Bachelors Degree
Stock Clerks and Order Fillers	77,270	\$10.85	Short-Term OJT
Farmworkers and Laborers, Crop, Nursery, and Greenhouse	67,760	\$8.99	Short-Term OJT



Table 9 California Occupations with Most Job Openings, 2008-2018			
Occupational Title	Total Job Openings	2010 Median Hourly Wage	Education & Training Levels
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	66,400	\$9.35	Short-Term OJT
First-Line Supervisors/Managers of Office and Administrative Support Workers	57,720	\$25.54	Work Experience in Related Occupation
Teacher Assistants	55,790	N/A	Short-Term OJT
Secondary School Teachers, Except Special and Vocational Education	52,890	[3]	Bachelors Degree
Executive Secretaries and Administrative Assistants	51,360	\$22.21	Moderate-Term OJT
Accountants and Auditors	50,660	\$32.13	Bachelors Degree
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	47,790	\$27.23	Moderate-Term OJT
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	47,460	\$11.53	Short-Term OJT
Security Guards	47,000	\$11.76	Short-Term OJT
First-Line Supervisors/Managers of Retail Sales Workers	45,890	\$18.09	Work Experience in Related Occupation
Food Preparation Workers	45,060	\$9.51	Short-Term OJT
Cooks, Fast Food	43,910	\$9.07	Short-Term OJT
Bookkeeping, Accounting, and Auditing Clerks	42,730	\$18.42	Moderate-Term OJT
Truck Drivers, Heavy and Tractor-Trailer	41,690	\$19.82	Moderate-Term OJT
Receptionists and Information Clerks	40,670	\$13.28	Short-Term OJT
Dishwashers	40,590	\$9.13	Short-Term OJT
Cooks, Restaurant	39,910	\$11.71	Long-Term OJT
Landscaping and Groundskeeping Workers	39,200	\$12.13	Short-Term OJT
Child Care Workers	37,610	\$10.77	Short-Term OJT
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	34,490	\$9.26	Short-Term OJT
Nursing Aides, Orderlies, and Attendants	33,510	\$12.58	Short-Term OJT
Licensed Practical and Licensed Vocational Nurses	33,430	\$23.95	Postsecondary Vocational Training
Dining Room and Cafeteria Attendants and Bartender Helpers	33,020	\$9.08	Short-Term OJT
Medical Secretaries	32,940	\$15.19	Postsecondary Vocational Training
Construction Laborers	32,370	\$17.55	Moderate-Term OJT
Computer Software Engineers, Applications	31,980	\$48.75	Bachelors Degree

Table 9 California Occupations with Most Job Openings, 2008-2018			
Occupational Title	Total Job Openings	2010 Median Hourly Wage	Education & Training Levels
Management Analysts	31,930	\$38.06	Bachelors Plus Work Experience
Medical Assistants	31,820	\$14.41	Moderate-Term OJT
Maintenance and Repair Workers, General	30,760	\$18.76	Long-Term OJT
Maids and Housekeeping Cleaners	29,470	\$9.98	Short-Term OJT
Home Health Aides	29,110	\$10.25	Short-Term OJT
Carpenters	27,430	\$25.19	Long-Term OJT
Amusement and Recreation Attendants	27,310	\$9.41	Short-Term OJT
Tellers	26,020	\$12.55	Short-Term OJT
Industrial Truck and Tractor Operators	25,830	\$15.54	Short-Term OJT
Truck Drivers, Light or Delivery Services	25,470	\$14.74	Short-Term OJT
Shipping, Receiving, and Traffic Clerks	25,190	\$13.88	Short-Term OJT
Source: California Employment Development Department (n.d.). Occupations in Demand Retrieved April 8, 2011 at <a href="http://www.labormarketinfo.edd.ca.gov">http://www.labormarketinfo.edd.ca.gov</a>			

### Orange County Labor Markets and Community Colleges

Table 10 displays projected job openings for occupations that require some form of postsecondary training below a bachelor's degree. Appendix B displays those occupations in Orange County for which an Associate degree or certificate is not necessary for job entry. It is certain, however, that candidates for those positions would benefit by a postsecondary award.

Table 10 Orange County Employment Outlook for Jobs with 30 or More Annual Openings by Education Level					
Description	2020 Jobs	% Change	Annual Openings	2010 Median Hourly Wage	Education Level
Real estate sales agents	45,736	22%	1,442	\$8.44	Vocational certificate
Registered nurses	26,202	28%	925	\$36.45	Associate's degree
Medical secretaries	13,026	28%	419	\$15.01	Vocational certificate
Nursing aides, orderlies, and attendants	12,642	30%	390	\$12.97	Vocational certificate
Licensed practical and licensed vocational nurses	7,154	27%	327	\$24.14	Vocational certificate
Computer support specialists	8,978	14%	327	\$23.33	Associate's degree
Hairdressers, hairstylists, and cosmetologists	8,838	31%	309	\$14.44	Vocational certificate

Table 10  
Orange County Employment Outlook for Jobs with  
30 or More Annual Openings by Education Level

Description	2020 Jobs	% Change	Annual Openings	2010 Median Hourly Wage	Education Level
Automotive service technicians and mechanics	7,554	8%	189	\$19.92	Vocational certificate
Appraisers and assessors of real estate	5,441	20%	174	\$12.09	Vocational certificate
Paralegals and legal assistants	4,595	30%	147	\$27.55	Associate's degree
Veterinary technologists and technicians	2,441	64%	133	\$14.83	Associate's degree
Preschool teachers, except special education	4,951	8%	128	\$12.37	Vocational certificate
Legal secretaries	3,965	23%	117	\$20.12	Vocational certificate
Computer specialists, all other	3,359	14%	104	\$32.79	Associate's degree
Massage therapists	2,618	33%	92	\$15.68	Vocational certificate
Fitness trainers and aerobics instructors	3,206	14%	90	\$15.34	Vocational certificate
Medical and clinical laboratory technicians	2,324	32%	90	\$17.96	Associate's degree
Manicurists and pedicurists	2,972	17%	80	\$10.29	Vocational certificate
Dental hygienists	2,086	28%	78	\$43.32	Associate's degree
Emergency medical technicians and paramedics	1,769	29%	67	\$13.90	Vocational certificate
Interior designers	1,667	11%	63	\$20.80	Associate's degree
Bus and truck mechanics and diesel engine specialists	2,252	6%	62	\$24.06	Vocational certificate
Travel agents	2,471	21%	60	\$16.74	Vocational certificate
Medical records and health information technicians	1,651	25%	60	\$16.26	Associate's degree
Library technicians	1,082	17%	57	\$18.47	Vocational certificate
Radiologic technologists and technicians	1,837	24%	57	\$28.25	Associate's degree
Respiratory therapists	1,503	25%	52	\$30.23	Associate's degree
Computer, automated teller, and office machine repairers	2,406	(13%)	48	\$18.26	Vocational certificate
Electrical and electronic engineering technicians	2,087	2%	48	\$25.00	Associate's degree
Security and fire alarm	1,421	24%	47	\$21.32	Vocational certificate

<p align="center"><b>Table 10</b>  <b>Orange County Employment Outlook for Jobs with</b>  <b>30 or More Annual Openings by Education Level</b></p>					
Description	2020 Jobs	% Change	Annual Openings	2010 Median Hourly Wage	Education Level
systems installers					
Architectural and civil drafters	1,716	1%	46	\$26.42	Vocational certificate
Surgical technologists	1,001	34%	44	\$21.67	Vocational certificate
Healthcare technologists and technicians, all other	1,179	27%	44	\$20.87	Vocational certificate
Physical therapist assistants	947	46%	39	\$27.58	Associate's degree
Healthcare practitioners and technical workers, all other	810	23%	37	\$33.35	Vocational certificate
Barbers	993	34%	36	\$15.33	Vocational certificate
Biological technicians	645	34%	33	\$16.71	Associate's degree
Skin care specialists	836	34%	31	\$15.56	Vocational certificate
Civil engineering technicians	953	20%	31	\$31.67	Associate's degree
Source: Reille, A. (2011, January). California Center for Excellence, LA-Orange Region. <a href="http://www.coecccc.net">www.coecccc.net</a>					

## NEW PROGRAMS AND RECOMMENDATIONS FOR EXISTING PROGRAMS

### Strategic Enrollment Management

An Education Master Plan is the ideal place to examine recommended new programs as well as recommendations for existing programs. The recommended framework for looking at Coastline's present and future menu of instructional offerings is found in Figure 1 (Learner and Institutional Alignment) which establishes factors that present barriers or opportunities for the College to align itself with learners. These discussions are necessary to ensure the vitality of Coastline's programs. These discussions, however, should be guided by the action priorities recommended later in this report as well as a commitment to use ongoing research to shape the menu of future programs. A desired direction would be the creation of an Academic Plan that can help the College decide a schedule of program implementation and reduction that fits its program review process in conjunction with the information reviewed in this Education Master Plan report.

It is also clear that Coastline's ability to grow and meet learner demand is well within reach. The capabilities it has created to serve online learners and to use technology to accelerate learning processes provide a strong foundation for the College's future. Coastline should use this expertise to expand high demand online programs not just in its service area but statewide and nationally. Coastline should also explore collaborative partnerships. Many colleges in the United States could benefit from the knowledge that the College has developed about how to enhance learning through technology and would welcome collaborative and entrepreneurial working relationships.

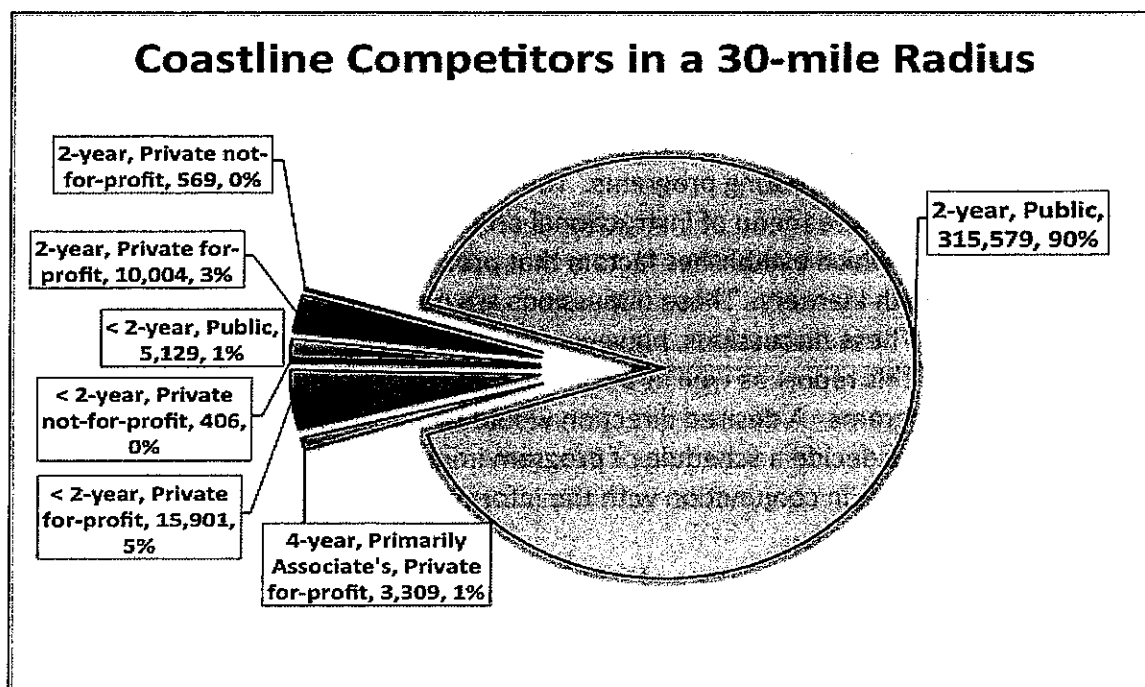
### Program Competitor Analysis

Voorhees Group LLC prepared a competitor analysis to provide Coastline a detailed look at programs offered by institutions—public, private for-profit, and private not-for-profit—that offer programs at the associate degree-level and below. Figure 20 depicts Coastline's competition within a 30-mile radius and shows that nearly all of Coastline's competitors are sister community colleges. For-profit institutions account for eight percent of the total programs offered in Coastline's geography. Close inspection of these data (Appendix C) suggests that, while for-profit competitors pose only a slight numerical challenge to community colleges, they also have identified a market niche in the healthcare field where they offer compressed programs that accelerate students' time at the institution.<sup>8</sup> Many students are willing to pay high rates of tuition in exchange for an accelerated academic program.

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<sup>8</sup> The full set of competitor data, providing an institution-by-institution analysis can be found on Coastline Community College's planning website

Figure 20



Appendix C is drawn from Voorhees Group LLC's fieldwork with community colleges throughout the United States. It offers potential programs that Coastline or other community colleges might consider based on a national overview of programs in place at other institutions. Appendix C is sorted by CIP code (a national taxonomy of instructional programs) and reveals that of potential programs that Coastline might consider 78 have no competition within a 30-mile radius. Not all of these programs will be viable for the College to implement given existing instructional expertise but they do provide a starting point. Several are highlighted in the subsequent section. There are also 127 potential programs that exist in this 30-mile range offered only by one or two competing institutions.

### Existing Program Trends and Strengths

Appendix D displays instructional program trends from fall 2005 to spring 2009 for Coastline. These data show the historical ebb and flow of enrollments by program at the College. Table 11 displays those programs that have gained headcount enrollment of 20% or more between fall 2005 and fall 2009. It is important to note that some programs may have grown proportionately but that their overall headcount enrollment is low, suggesting that even minor swings in student enrollment can cause large proportionate gains. Those programs gaining more than 200 headcount include Foods and Nutrition, Management and Supervision, Biology, Communication, Business, Mathematics, English, Physical Education, Psychology, and Philosophy.

In contrast to enrollment gains for certain programs, Appendix D indicates that various Coastline programs declined by more than 20% from fall 2005 to fall 2009: Real Estate, Social Sciences, Strategies for College Success (COUN), Astronomy, Italian, Dance, Geography, and

Leadership. Again, several of these programs had only modest enrollment in fall 2005 which means that even minor declines in headcount enrollment might signal large proportional drops in enrollment. However, much like the data of Table 9, these findings can lead to internal dialog about which programs should be increased and which might be dropped. For example, Strategies for College Success is a class whose content other community colleges have found to be valuable in helping new students make progress, and Coastline should decide whether it should be strengthened or made mandatory for all new students.

Table 11  
Programs Growing by 20 Percent or More from Fall 2005 to Fall 2009

Program/Prefix	Change in Headcount Fall 2005 to Fall 2009	% Change Fall 2005 to Fall 2009	Program/Prefix	Change in Headcount Fall 2005 to Fall 2009	% Change Fall 2005 to Fall 2009
Foods & Nutrition	307	230%	French	49	46%
Management & Supervision	271	198%	Photography	(22)	45%
Anthropology	149	136%	Vietnamese	40	44%
Ecology	82	77%	Physical Education	484	36%
Chinese	23	74%	Digital Graphics Applications	14	34%
Chemistry	159	69%	Paralegal Studies	96	30%
Biology	553	66%	Building Codes Technology	(21)	29%
Communication	235	60%	Psychology	602	28%
Business	1240	55%	Computer Services Technology	111	25%
Mathematics	532	52%	Speech	28	24%
English	369	46%	Philosophy	270	21%

### Program Quality Questionnaire

A survey was distributed to faculty, staff, and administrators in the fall of 2010 asking them to summarize their instructional and non-instructional programs and services and to provide their perceptions of their core strengths, needs, and challenges, as well as goals for the future. The full responses to the questionnaire can be found in Appendix E. Below is a summary of the comments from the questionnaire.

#### Core strengths perceptions included:

1. **Faculty.** Generally, faculty and administrators believe that the quality of the faculty (instructional and non-instructional) is excellent in many subject areas and disciplines. Their expertise, teaching, and dedication are what constitute this excellence.
2. **Multi-modal Delivery.** The high number of classes that are offered via multiple modalities (face-to-face, online, and hybrid) give Coastline not only its uniqueness and a competitive advantage that sets them apart from other institutions, but also the ability to better meet the needs of its extended learning community. Faculty and administrators agree, however, that there are many more new opportunities.

3. **Programs.** The programs at Coastline are another core strength, many of which have won awards of excellence, most of which have demonstrated innovative approaches to teaching and learning. The continuous quality improvement efforts and innovation are an integral part of sustaining program excellence.
4. **New Facility (Newport Beach Center).** The new facility in Newport Beach will expand the outreach of the community Coastline serves and will replace the Costa Mesa Center. This facility will provide needed additional space for existing and new programs and will provide the technology needed to accommodate these programs.
5. **Strong Enrollments.** The current trend toward very strong enrollments represents a core strength at Coastline and is a characteristic of not only the demand but the quality of the programs and services offered as well as instruction.

**Needs and Challenges** perceptions included:

1. **Student Success.** Student learning and student success are paramount, and with increasing demand for accountability in this area, there is a heightened sense of which programs, classes, services and instructional approaches can improve student learning and student success. More research and assessment on student learning outcomes, as well as study of best practices, and dialogue among instructional faculty and student services support practitioners, is needed in order to improve student learning outcomes.
2. **Faculty and Staff.** In order to continue to innovate and grow, more faculty are needed to develop key programs matched to transfer and labor markets, curriculum, and lessons that may be used for multi-modal instructional delivery. There is a need for expanded professional development in both technology and pedagogy, especially among adjunct faculty. In addition, more staff is needed to support faculty and programs in this growth and innovation.
3. **Technology.** With the increasing demand for online course delivery (including online/remote labs, distance presentations and group discussion and interaction), there comes an increased need for improved technology to support this. An example is the need for a student tracking system. This need is acknowledged in planning, now underway, for tracking system development funded by Coastline's five-year Title III/AANAPISI grant from the U.S. Department of Education. For technology innovations generally, the impact on College infrastructure (e.g., software, hardware, and human resources) will require a well-planned approach for meeting this demand which could be addressed through a technology plan.
4. **Marketing and Recruitment.** In spite of high demand and bloated enrollments, there is a keen awareness that this is part of a cyclical trend in which enrollments have peaks and valleys. Many programs have a need for increased marketing and recruitment efforts in order to increase visibility that will help to attract new students and sustain their programs.
5. **Partnerships.** Many programs would benefit from increasing their association and collaboration with local businesses and professional groups. These partnerships would help students with employment opportunities and/or smoother pathways for transitioning to the four-year universities.



**Overarching Goals included:**

1. Improve Student Success (i.e., successful course completion rates, transfer rates, number of awards conferred, and subsequent course success rates).
2. Increase the number of quality online course offerings including fully online degrees and certificates to match labor and transfer markets. Short-term programs that enable learners to enter the job market directly appear to be especially needed.
3. Increase the use and capability (infrastructure) of technology for course delivery to expand the community for online learners.
4. Expand marketing and recruitment efforts to match learner needs and aspirations with the course and program offerings.
5. Continue to create innovative programs and curriculum that respond to the demands of the college learning community.

**Existing Programs to Strengthen**

Given the data sources above as well as our interviews and interactions with Coastline's faculty, staff, and administrators, Voorhees Group LLC believes there are opportunities to strengthen existing programs to appropriately expand the College's reach and learner alignment. Table 12 reflects this synthesis by suggesting programs to strengthen along with rationale for doing so.

Table 12 Existing Programs to Strengthen	
Program	Rationale
Basic Skills Education	Although Orange County high school students appear to achieve at a higher rate than statewide averages, it is also likely that if more recent graduates are recruited, they will require more and not fewer BSE courses. Adult learners pursuing skill upgrades will also require assistance. The College should consider making course placement based on BSE assessment mandatory.
Computer Support Technology	An increasing job market with more than 300 annual openings in Orange County suggests room for expansion.
Dance	Underused facilities in secondary schools may promote a point of cooperation. Baby Boomers may potentially see dance as an alternative to yoga.
ESL	Accelerate student progression in ESL by collapsing the current nine levels to provide quicker entry to college level courses.
Foreign Languages	Given the diversity of Orange County and the increasing diversity of the United States, international language knowledge is an increasing necessity. There are significant competitors for self-learning (including, for example, Rosetta Stone®) but Coastline could consider creating modularized/hybrid instruction for groups, especially Baby Boomers who wish to visit other countries and cultures.
Gerontology	Orange County is rapidly aging, suggesting an expanded need for gerontology services.

Table 12 Existing Programs to Strengthen	
Program	Rationale
Music	Music appreciation and performance may be a niche market for both retired Baby Boomers as well as younger students.
Paralegal	There are 147 annual openings for paralegals and legal assistants in Orange County but 12 competitors. A possibility exists to improve Coastline's competitive advantage by creating a hybrid degree program subject to ABA approval.
Process Technology	There are 27 annual openings for geological and petroleum technicians in Orange County with no other competitors.
Real Estate	Increased demand for realtors in Orange County. The program could be expanded to include appraisal, a specialty area that is also experiencing demand.
Strategies for College Success	Student success classes frequently spell the difference between retention and leaving college. National research suggests that students placed at the lowest levels of BSE can double their success probability by such courses. The College should consider making its student success class mandatory for students placed at the lowest levels of BSE.
Transfer Programs	A modest number of students take advantage of transfer opportunities. According to the California Postsecondary Commission, fewer than 100 students transferred to public universities in California from Coastline.

**Distance learning.** One of Coastline's fundamental strengths lies in distance learning delivery. As an early leader in online education, Coastline has enjoyed a competitive advantage for more than a decade in designing and providing instruction via the Internet. This advantage was built on an early mastery of technology and deep understanding of learning styles. However, many institutions have caught up to Coastline, at least in a technological sense, and the competition in the online marketplace is strong-especially among community colleges. Colleges and organizations that are able to offer quality learner-centered experiences using the latest media in conjunction with superior learner support will dominate the next frontier in distance learning. This plateau will be reached by a combination of Coast Learning Systems working closely with instruction, and especially workforce development, to create courses and modules that match documented labor market needs. The future of enrollment growth at the College is directly tied to distance learning (see Appendix C, Enrollment Scenarios and Projections) and now appears to be a ripe time to take that capability to new levels.

**English as a Second Language.** The current ESL program is 9-10 semesters in length. A student entering at the lowest level needs 3-4 years to move to college-level classes. Students entering at the High Beginning or Low Intermediate level need 2-3 years. The rationale for this design appears to be based on two commitments. First, the ESL program leaders want to serve students with very low proficiency levels with an academic, analytic approach to language learning instead of an exclusively communicative, functional approach as is common in adult education programs. Second, program leaders are committed to offering a comprehensive program that prepares students to meet the language demands of college-level classes.

Offering a more compressed ESL curriculum would appear to benefit learners, however. One route to accelerating student transition into college courses is to encourage appropriate college level courses to be taken while students are enrolled in ESL classes, i.e. contextualize delivery.

**Pre K through 16 Linkages.** Throughout the planning process, the need to link closer with the K through 16 systems in Orange County was frequently heard. Entry into the College by students enrolling directly from high schools is declining, and solid research is needed to determine why this pattern is occurring. Coastline operates the Early College High School, and while that provides opportunities for high school students out of the mainstream, it is a different delivery mechanism and doesn't answer the total question of why penetration rates in feeder high schools are declining. One strategy frequently employed by community colleges is a systematic report back to high schools about how students are faring in both basic skills education as well as other college classes. Conversations held during the planning process with teachers and administrators at both the Newport-Mesa Unified School District and the Huntington Beach Union High School District indicate a willingness and expectation to increase reciprocal communication. While Orange County high schools appear to be growing for the next several years, efforts to increase communication will pay dividends now and especially after their enrollment begins an anticipated decline (Figure 11).

Even given these recommendations, Coastline will also want to consider the 7% decline in 15 to 19 year-olds from 2010 to 2020 predicted for Orange County (Figure F-3, Enrollment Scenarios and Projections) and the implications this has for its efforts to recruit more younger students. Simply, the competition will be keen for this market segment. Differentiation of the student experience will be key to how successful Coastline can penetrate this market segment. One possibility suggested in the planning process may be to recruit students who have taken online classes in secondary schools and, since they are accustomed to this delivery mode, extend their experiences by online college level classes offered by Coastline.

### **Student Support Services**

Key to Coastline's future enrollments is the quality of student support both for face-to-face students as well as online students. Given that advising is an expressed concern, Coastline should consider broadening the responsibility for advising outside of the current counselor model. There is a receptivity to provide basic advising services via technology through services as degree audit and through providing answers to routine questions. Involving faculty more closely in course and program advising would also benefit students as they would have access to more resources and free counselors to deal with personal counseling. Strong consideration should also be given to group advising through an expanded student success class that would provide the tools students need to overcome initial barriers to success as well as establishing a foundation for navigating necessary interactions with all parts of the campus.

## RECOMMENDATIONS FOR NEW COURSES AND PROGRAMS

Given the data and information above as well as our interviews and interactions with Coastline's faculty, staff, and administrators, Voorhees Group LLC believes there are opportunities to create new programs to appropriately expand the College's reach and learner alignment. The competitor analysis performed for this planning process as well as the capability of the College's distance learning programming also informs those programs suggested in Table 13. Our work with faculty and staff throughout this process indicates receptivity to online delivery as well as repackaging existing courses to meet learner needs. These recommendations are not a substitute for a fully developed academic plan that could use these recommendations to create other recommendations. Such a plan would specify program rationale and would also include timetables and responsibilities for implementation.

It makes sense for the College to consider the nature of Orange County and California labor markets (as well as national markets) when developing new programs and when considering the future of existing programs. Namely, most of the new jobs that are created require short-term training short of a degree or certificate. Responding to that fact, most learners are interested in the skills that can be gained expeditiously that lead to employment. The College would do well to think about curriculum design that doesn't automatically parallel a standard 16- or 17- week semester. Rather, thought should be given to bundling classes in ways that are deliverable in shorter time frames and in delivery formats, such as online, that improve their accessibility for learners. Expanding what the College has learned in deploying technology for military students to all students is a desired direction.

Developing new programs is neither easy nor inexpensive. The foregoing data and information in this plan point to potential new programs that should be considered in the short-term. These programs mentioned below will have few current competitors, strong connections to local and regional labor markets, and, in most instances, ties to existing Coastline programs. With few exceptions, the programs suggested below have no competition within a 30-mile radius of Costa Mesa. It is recommended that high-cost programs be developed only in conjunction with business, industry, or public sector partners. Several of the recommended programs can be built from existing programs and by combining faculty expertise. There are also programs that would be new endeavors for the College and ought to be pursued most logically when there are strong partnerships or perhaps, slightly ahead of those partnerships.

Each program suggested below requires further development and should be used only as a starting point in a rational process of program development through solid academic planning. Coastline should also prepare for the introduction of other programs not on this list but which emerge as new opportunities still need to be identified. As this process unfolds, it is important that new program development be focused on several programs each year while attention is given to strengthening the existing programs identified earlier. In other words, this work will require careful prioritization.

The recommended new programs below have few competitors. At the same time, competitors can develop quickly once niche markets are identified through research. Voorhees Group LLC believes, however, that colleges that create and/or adapt curriculum before other

providers and figure out how to create online degree and certificate programs will sustain a competitive advantage.

Table 13 Suggested New Programs		
Program	Rationale	Cost Factor
Administrative Assisting	There are more than 1,300 annual openings for administrative assistants in Orange County, and the competition among providers is low. Coastline might think of this program for hybrid or online delivery with modules built on identifiable skills.	Low cost.
Assisted Living Administrator	No programs exist in a 30-mile radius of the College. An aging Baby Boom population will require more assisted living. Consider developing program in conjunction with care facilities and assisted living partners.	Moderate cost.
Biomedical Engineering Technology	There are 51 annual openings in Orange County and two competitors. This program would utilize the science education capability and laboratories the College has recently built.	Moderate cost that could partially be defrayed by an industry partner or partners.
Geomatics/Global Information Science	An emerging field with no competitors.	Moderate cost.
Pre-Allied Health	Coastline could provide a preparatory ladder for students who are not presently ready to enter allied health programs such as nursing, radiology, pharmacy technician, and physician assisting because of their cognitive skills. There is no physician assistant program in the 30-mile radius of the College	Not fully known although Coastline has laid a foundation for this program in the science area with its array of science labs at the Le Jao Center.
Retail Supervision	Labor market demand is high for retail salespersons, but the training required is only short-term and salaries are low. A supervision program, on the other hand, may help those individuals already employed as retail salespersons to train and supervise salespersons.	Low cost
Teaching Assisting	There are 435 annual openings for teacher assistants in Orange County and no known competitors in 30-mile radius.	Low cost.
Social and Human Service Assistants	There are 77 annual openings in Orange County for social and human service assistants and four competitor programs. This may be an opportunity to forge a	Low cost.

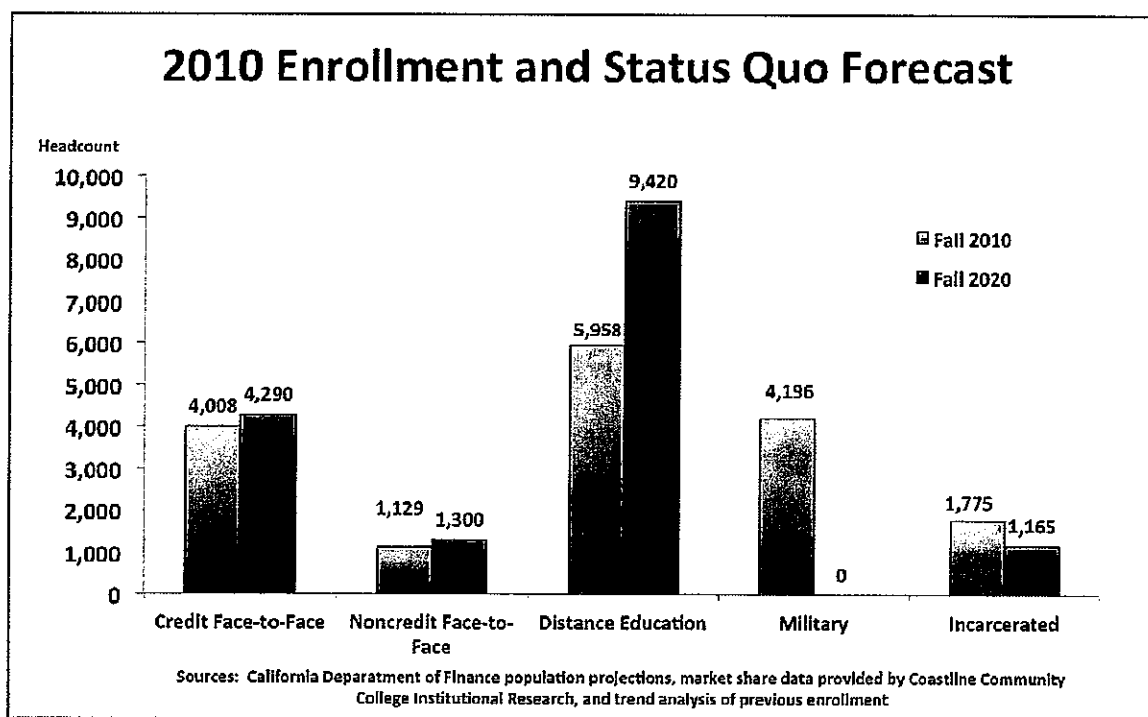
Table 13 Suggested New Programs		
Program	Rationale	Cost Factor
	partnership with Orange County and municipal governments to provide on-the-job college training.	
Viticulture/Enology	Wine technology is an emerging field with no competitor programs in a 30-mile radius.	Moderate cost to start.
Work-Ready Certificate	A certificate program in which the College would certify fundamental employability skills necessary for workplace success. Three core areas could be certified: applied mathematics, reading, and information literacy. Program would award credit for skills already mastered in these areas through prior learning assessments.	Moderate costs to develop the assessments and protocols for awarding credit for prior learning. Possible use of college-developed skill assessments already in use.

## ENROLLMENT SCENARIOS AND PROJECTIONS

Appendix F offers expanded scenarios and enrollment projections for Coastline Community College through the year 2020. Two distinct methodologies are used to build enrollment scenarios: (1) existing market shares for face-to-face credit and noncredit enrollments were overlaid on official California demographic projections for 2020; and (2) existing enrollment trends for distance learning, military, and incarcerated enrollments extrapolated to 2020. We use these techniques to estimate enrollments based on the status quo, i.e., the effect of not changing the college's fundamental approach to enrollment management. Status quo means that the College will have done little new to align its programs and services with the needs of existing and new learners within the projection period. Figure 21 illustrates the impact of actively pursuing enrollment management strategies discussed throughout this report.

The underlying demographics of Orange County and other counties from which Coastline now draws students mitigate against large enrollment gains in younger age segments as well as the mid-career adults segment. Two other enrollment sources—military and incarcerated—are not as amenable to enrollment management strategies since decisions about their funding sources lie outside of Coastline's purview. Our analyses indicate that most of Coastline's growth potential to the year 2020 will be in the area of distance learning. Distance learning enrollments are malleable but at the same time the most difficult to project since, in theory, there are no boundaries for online education.

Figure 21



## OPERATIONAL PLANNING AND BUDGETING PROCESSES

### Operational v. Strategic Planning

There is a wide difference between activities that are day-to-day operational and those that are truly strategic in nature. Not everything that is done at Coastline on a day-to-day basis is strategic. There are many activities that an excellent organization would do as a matter of course. Few of these activities, however, involve making conscious choices about the future of the College by aligning institutional budgets or providing a way of measuring progress.

A rolling three-year budget cycle would best fit Coastline's goal of making this Education Master Plan operational. Within this cycle (Figure 22) action priorities would be developed by a combination of suggestions by the Mission, Plan and Budget Committee and the units responsible for the work. These would be prioritized, and those activities would be the focus of planning and budgeting for the next cycle. A three-year cycle is highly recommended since many of the prioritized activities are unlikely to bear fruit within a one-year timeframe.

Figure 22





## Value of Strategic Choices

It should be the President's cabinet's role to distinguish those strategies that have sustainable impact across the whole institution from those that simply reflect good work that ought to be pursued as a matter of course by a continuously improving college. This level of planning requires managers to consider all activities within their units, what those activities contribute to the Coastline and whether all activities should continue. Accordingly, the goal in this process is to act strategically while continuing to pursue excellence in current operations.

## Budget Links

The link between Coastline's new Education Master Plan and the College's budgeting process is critical. Coastline's resources are not unlimited. In the context of the institutional planning process, all managers need to take a very long look at costs and specify the resources that are necessary to accomplish each strategy. Managers should assume the burden of identifying a budgetary source for recommended strategies from their areas, especially when new dollars are necessary to accomplish a given strategy. Experience suggests that many strategies can be accomplished by reallocating present resources and/or by creating new resources through entrepreneurial activities.

## Planning Calendar

Voorhees Group LLC recommends a rolling three-year planning process to support the Strategic Education Master Plan. This process will conclude each year through the College's budgeting and planning cycle to form a collective, college-wide response to the Strategic Education Master Plan's goals. All strategies should be monitored and refreshed each year in conjunction with the planning and budgeting process. The process is envisioned as a cycle (Figure 21) with the approximate target dates specified below for each year.

*February 15*, administrators present strategies and success factors developed for the next year to the cabinet and Planning Council for consideration.

*March 1*, the Planning Council holds town hall and public forums.

*April 15*, the Planning Council and cabinet determine which strategies and success factors will comprise the College's budget plan for the next year. Actions are communicated back to all stakeholders along with an evaluation of the current year's strategies.

*May 1*, the cabinet finalizes budget for the next fiscal year including the dollars that are matched to strategies.

*May 15*, annual plan including goals, strategies, and success factors is published with specific responsibilities affixed.

*July 1*, new fiscal and planning year begins

*November 1*, campus and stakeholder input meetings commence. Review plan and make recommendations about strategies and success factors for current year and for year two and three.

### **Other Planning and Budgeting Advice**

The College will need to be judicious in the number of goals and strategies that it pursues. The College should consider a very limited set of goals and strategies (perhaps no more than three or four large goals, for example) that are truly pivotal and strategic. This does not mean that strategies that do not make the annual plan are unimportant. Again, an excellent college pursue many activities simply because excellence is a goal. Careful attention to which initiatives are truly strategic versus those which are operational will serve the College well as a dividing point. When these decisions are made, it is critical to convey the strategic nature of how strategies and success factors were culled to all parties involved in the planning process. Stakeholders in planning should not lose sight of the value of this process if strategies that are near and dear to them are not acted upon in a given planning cycle.

### **GOALS, INITIATIVES, AND KEY PERFORMANCE INDICATORS**

As a result of developing the 2011-2016 Education Master Plan, Coastline has revised the Goals and Initiatives the college has been operating under. The following goals, initiatives and key performance indicators were created through broad constituency input to address the future needs of Coastline's service community, its students and provide the most comprehensive high quality services possible.

The initiative and forthcoming implementation strategies will be developed throughout the summer and fall. Implementation strategies will be presented to the Mission, Plan and Budget Committee in the Fall for prioritization and funding. During the funded period of each initiative and implementation strategy, key performance indications and data needed to address performance will be defined, collected, analyzed, and reviewed. Yearly progress reports will be collected, summarized and presented to the Mission, Plan and Budget Committee resulting in adjustments to initiative and implementation strategies.

Coastline's Goals for 2011-2016 have been aligned to Accreditation Standards and to the District's Vision 2020 Goals to reflect an integrated planning process and to demonstrate full accountability and compliance with our mission to serve our students and community.

## EDUCATION MASTER PLAN: 2011-2016

### GOALS, INITIATIVES, AND KEY PERFORMANCE INDICATORS

#### GOAL I: STUDENT SUCCESS

##### GOAL I: COASTLINE WILL MAKE LEARNER SUCCESS ITS CORE FOCUS.

Linked to District Theme: *Certificate and Degree Completion, Transfer with Competence*

#### GOAL I: INITIATIVES

- I.a. CCC will increase the number of Transfer Admission Guarantee (TAG) and Memorandums of Understandings (MOU) with four-year colleges and universities to promote student transfer.
- I.b. CCC will develop and implement an Enrollment Management Plan that increases the number of full-time and/or transfer students the college serves.
- I.c. CCC will establish clear pathways and course sequencing from Basic Skills to CTE and STEM<sup>2</sup> to A.A. / A.S. and transfer to assist students in achieving their educational goals.
- I.d. CCC will develop new fully articulated transfer courses and programs as required by AB 1440.
- I.e. CCC will increase its articulation agreements with service area high schools and regional occupation centers.
- I.f. CCC will magnify the options for student advisement and student support services.
- I.g. CCC will provide students with an increased number of hybrid and online courses and 100% online programs.
- I.h. CCC will increase the number of students completing career certificates, A.A. / A.S. degrees, and transfer readiness.
- I.i. CCC will install an electronic tool which integrates a variety of resources to assist students and counselors with the development of education plans.
- I.j. CCC will establish an online system that allows students to track their academic progress.
- I.k. CCC will develop and implement accelerated and contextualized ESL and basic skills programs.
- I.l. CCC will continue to advance the quality of instruction and support services through a comprehensive faculty and staff development program.

## GOAL I: INITIATIVES (Continued)

- I.m. CCC will monitor the progress of its Title III/ANAPISI component projects with a view to expanding collegewide such programs as the student roadmap and tracking system, prep institutes for the underprepared, and the Student Liaison Corps, launched as the GuideU Mentor-Connection.
- I.n. CCC will focus on improving the institution-wide dialog related to maximizing student success through faculty and staff analysis of Student Learning Outcomes (SLOs) assessment and evaluation at course, program, and degree-levels of learning.

## GOAL I: KEY PERFORMANCE INDICATORS

### Access

- Number of articulation agreements with four year and feeder high schools
- Number of agreements/partnerships with local corporations to help their employees obtain AA degrees, transfer to degree programs, and/or certificates (similar to Univ. of Phoenix model).
- Increase percentage of hybrid and online course offerings
- Number of hybrid and online enrollments

### Success

- Number and percentage of students successfully completing a student success course (e.g., Counseling 105)
- Number and percentage of students using Student Success services
- Number and percentage of students who create formal educational plans with Coastline
- Successful course completion volume and rates college wide, by program (i.e. Basic Skills),  
and by ethnicity
- Transfer rates, volume, and prepared/readiness
- Number of degrees and certificates conferred
- Subsequent success rates: such as transition from basic skills to transfer level, job placement, promotion, salary increase, and other evidence of career advancement.
- Alumni survey
- Number of employees who use training and professional development resources
- Percent improvement each year in the number of students at the college who achieve stated SLOs at the course, program, and degree-level.

## GOAL II: ACCESS, PERSISTENCE & COMPLETION

### GOAL II: COASTLINE WILL INCREASE STUDENT ACCESS, AND IMPROVE PERSISTENCE, RETENTION, AND COMPLETION WITH A PARTICULAR FOCUS ON BASIC SKILLS.

Linked to District Themes: *Diversity and Basic Skills*

#### GOAL II: INITIATIVES

- II.a. CCC will provide an integrated multilingual transitional orientation program for students new to multi-model learning options.
- II.b. CCC will implement a case management system for student support services.
- II.c. CCC will develop and implement an Enrollment Management System and Marketing Plan that responds rapidly to shifting District demographics (such as the increase in the Hispanic faction of the District population) and to employment training needs, subject to fluctuations in the state budget restrictions.
- II.d. CCC will expand the number of “learning community” opportunities for its students.
- II.e. CCC will enhance its use of technology, including learning in interactive three-dimensional learning environments and enhance its technology infrastructure to meet the instructional and administrative needs of the college.
- II.f. CCC will participate in the development and promotion of districtwide course schedules.
- II.g. CCC will implement technological solutions that will increase student access to instructional software and redesign systems to have the capability to reach our students via mobile technology such as smartphones, tablets and other mobile devices.
- II.h. CCC will explore allocating scholarships to attract students into target programs, such as those with a focus to on Science, Technology, Engineering, Math and Medicine (STEM<sup>2</sup>).
- II.i. CCC will continue offer international study abroad opportunities for students to broaden their understanding of their responsibility as world citizens.
- II.j. CCC will use research results and other evaluation data to foster wider institutional dialog focusing on conscious improvements in the areas of persistence, retention, and completion.

**GOAL II: KEY PERFORMANCE INDICATORS****Retention**

- Retention numbers and rates college wide, by program, and by ethnicity
- Persistence rates
- Retention and persistence rates relative to other community colleges in various modalities
- Subsequent enrollment numbers and rates: Basic Skills to transfer level
- Number and percent of students completing orientation programs

**Enrollment Management and Marketing Effectiveness**

- Number of participants who attend outreach activities and participants who enroll
- Number of potential students who name Coastline as their home college
- Enrollment Management and Integrated Marketing Plan
- Percentage of Hispanic students in overall College enrollment.
- Percentage of Asian students in overall College enrollment.
- Percentage of African-American students in overall College enrollment.

### GOAL III: INNOVATION & IMPROVEMENT

#### GOAL III: COASTLINE WILL CONTINUE TO CREATE AND NURTURE INNOVATIVE PROGRAMS, SERVICES AND TECHNOLOGY SOLUTIONS THAT RESPOND TO THE NEEDS AND EXPECTATIONS OF ITS LEARNING COMMUNITY.

Linked to District Themes: *STEM<sup>2</sup> and CTE & Creative Arts & Diversity*

#### GOAL III: INITIATIVES

- III.a. CCC will increase the number of complete online and hybrid programs.
- III.b. CCC will provide short-term and accelerated CTE programs for the unemployed and underemployed.
- III.c. CCC will develop and provide innovative programs, CTE certificates, and transfer opportunities with a particular focus on Science, Technology, Engineering, Math and Medicine (STEM<sup>2</sup>).
- III.d. CCC will select three to eight online, hybrid, and site-based courses each year to receive focused educational enhancement through technology-mediated strategies (e.g., hybrid science labs, virtual simulations, mobile options, game-based learning activities, learning object repositories, adaptive learning systems, and performance analytics to drive improved student performance)
- III.e. CCC will offer 24/7 course delivery modalities for use in multiple environments (e.g., asynchronous interactive online learning tools, social networking, smart phone access/mobile applications, lecture capture, POD/VOD casting, multi-modal/simulcast/video conferencing).
- III.f. CCC will enhance the college's infrastructure and use of technology to meet the instructional and administrative needs of the college.
- III.g. CCC will continue to enhance Seaport to support student success and address faculty needs (e.g., incorporate student support connectedness, improve student learning outcomes tracking/reporting, expand course analytics, expand performance analytics, and facilitate hybrid delivery).
- III.h. CCC will assess, support, and foster college-wide technology literacy among all employees to streamline daily communication, conduct of business, scheduling, and teaching/learning.
- III.i. CCC will continue to enhance Seaport to support Student Learning Outcomes development, implementation, assessment and evaluation of SLO's and Program Review Information.

## GOAL III: KEY PERFORMANCE INDICATORS

### Program Quality

- Number of completed program quality reviews and number of new improvement initiatives implemented based on feedback from those reviews
- Placement and transfer rates of program completers
- Graduate satisfaction with CCC educational experience
- Staff and faculty satisfaction with CCC tools, resources, and experience
- Number of new STEM<sup>2</sup>/CTE certificate programs added.
- Increase in number of CTE certificates awarded
- Increase in number of courses adapted to hybrid and fully online programs
- Number of faculty taking part in training and initiatives to incorporate rich media and new educational technologies in their courses
- Increase in number of courses and faculty who add rich media and new educational technologies to improve course quality and student satisfaction
- Number of faculty using Seaport to improve course quality and student satisfaction
- Number of tours given to colleagues and potential partners to demonstrate Coastline's best practices
- Number of grants awarded, papers/articles published, partnership agreements to develop innovations and improve best practices
- Resources and dollars invested in new technology and innovative programs/initiatives
- Number of initiatives regarding new technologies and innovations that are proposed, developed, and implemented
- Awards or other honors and recognition by peers/colleagues and associations worldwide for innovations in teaching and technology.
- Number of faculty, students, and/or counselors receiving Seaport alerts to result in interventions for "at risk" and/or outstanding student performance.
- Research results indicating students in innovative programs achieve SLOs at similar rates as students in established learning formats.

### Employability

- Employer satisfaction with CCC graduates
- Number of employers participating in program design
- Number of CCC students who report getting new/better jobs or advancing their careers as a result of their coursework



## GOAL IV: PARTNERSHIPS

**GOAL IV: Coastline will strengthen and expand its entrepreneurial, grant development, and collaborative activities through partnerships with business and industry, government agencies, educational institutions, and the public to enhance the College's capabilities and opportunities for students.**

Linked to District Theme: *Partnerships & Global/International Education*

## GOAL IV: INITIATIVES

- IV.a.** CCC will collaborate on mutually-beneficial projects with the District and its sister colleges.
- IV.b.** CCC will develop partnerships with corporate leaders in higher education to sustain the college's use and knowledge of best practices and emerging technologies.
- IV.c.** CCC will enhance outreach efforts to the public, business/industry, government, and other identified targeted markets.
- IV.d.** CCC will develop a systematic process for cultivating and soliciting major donors, resulting in increased giving to the Foundation.
- IV.e.** CCC will expand partnerships with private and/or public universities to offer fully articulated BA/BS degree programs.
- IV.f.** CCC will enhance outreach effort to high school students, parents and counselors, including outreach to alternative high schools (online and home-schooled).
- IV.g.** CCC will continue its study abroad opportunities for students.
- IV.h.** CCC will expand its partnerships in other nations, designing and providing specific training and educational fee-based programs for non-U.S. nationals,
- IV.i.** CCC will commercialize and offer Seaport Learning Management System to academic, government, and corporate institutions nationwide.
- IV.j.** CCC will integrate and offer Coast Learning Systems high quality online content via Seaport to colleges and universities nationwide.

#### GOAL IV: INITIATIVES (Continued)

- IV.k.** CCC will form collaborative partnerships with other high performance online/technology based institutions to offer a wide range of full online degree and certificate programs to students nationwide.
- IV.l.** CCC will identify, design, and offer specific training and educational fee-based programs for the public, industry, government entities, and U.S. military personnel.
- IV.m.** CCC will design courseware, virtual training environments, educational technology training packages/services, and course management and support systems for use by Coastline and for sale/lease to other education entities.
- IV.n.** CCC will produce a variety of support materials for use in outreach, targeted to specific audiences.
- IV.o.** CCC will conduct a full scale-communications audit of all college-to-student, college-to-business and college-to-public communications, create a formal report, and recommend tactics for coordinating, consolidating, reformatting, or re-timing communications for maximum impact and cost-savings.
- IV.p.** CCC will continue to expand its use of social media to connect with potential student, the community, and partners.
- IV.q.** CCC will continue to enhance its website as a tool for potential partners, students, and the public to find information about Coastline.

#### GOAL IV: KEY PERFORMANCE INDICATORS

##### Partnerships

- Number and variety of partnerships
- Number of internships, externships, service learning programs, etc.
- Amount of corporate giving
- Net increase in CCC Foundation participation, revenue, resources
- Increase in new programs generated through partnerships with private or public organizations
- Increased capacity/enrollment and scope of opportunities for students and employees

## GOAL V: CULTURE OF PLANNING, INQUIRY & EVIDENCE

**GOAL V: Utilizing participatory governance processes, Coastline will improve its collection, analysis and use of data to enhance teaching, learning and institutional effectiveness.**

Linked to District Implementation Goal: *Culture of Inquiry & Accountability through Evidence*

### GOAL V: INITIATIVES

- V.a.** CCC will establish research cohorts of entering students and identify realistic targets for improvement.
- V.b.** CCC will survey the college community to determine what data and information needs exist and how those needs can be translated into actionable information to support decision-making.
- V.c.** CCC will create an online fact book that includes basic institutional information and data trends.
- V.d.** CCC will establish and implement an annual college research agenda that is linked to the strategic/master plan.
- V.e.** CCC will plan, develop, and improve SLO assessment and will use the results as a basis for college planning and performance improvement.
- V.f.** CCC will enhance the analytics capabilities of Seaport for the purpose of real-time (formative) and summative performance improvement in both teaching and learning.
- V.g.** CCC will implement decision support systems such as executive dashboards, data mining, and college intelligence systems that will analyze all data and create knowledge as an output that will assist in making proactive decisions.
- V.h.** CCC will modify data collection procedures used with students to reduce the percentage of students who declare ethnicity "Unknown" or leave the question blank.
- V.h.** CCC will modify data collection procedures to capture all forms of certificate achievement and awarding to include all active award type.

**GOAL V: KEY PERFORMANCE INDICATORS****Evidence and Inquiry**

- Existence of data-driven reports supporting the operational and strategic planning processes
- End user satisfaction with data availability
- Number of at-risk students identified by Seaport
- Number of at-risk students assisted by interventions
- Number of faculty using real-time analytics to improve student learning
- Number of reports issued in accordance with the college research agenda
- Activity on the online fact book web site, measured by number of page views or other appropriate metric
- Responses to a survey of faculty, classified staff, and management soliciting opinions on such matters as the effectiveness of the Office of Institutional Research
- Number and percentage of students successfully completing a student success course (e.g., Counseling 105)
- Number and percentage of students using Student Success services
- Number and percentage of students who create formal educational plans with Coastline
- Successful course completion volume and rates college wide, by program (i.e. Basic Skills), and by ethnicity
- Transfer rates, volume, and prepared/readiness
- Number of degrees and certificates conferred
- Subsequent success rates: Basic Skills to transfer level, job placement, career advancement, etc.
- Number of surveys administered survey per year
- Response rates to surveys of faculty, classified staff, management and students.
- Activity on the online factbook web site, measured by number of page views and other appropriate internet metrics.
- Number of departments with current Department Services Reviews reports.
- Percent improvement each year in the number of faculty who enter course, program, and degree-level SLO data (without needing follow-up reminders)

**GOAL VI: GROWTH & EFFICIENCY**

**GOAL VI: Coastline will purposefully advance and sustain the College's capacity for student success through the efficient use of resources, as well as expanded, diverse and responsive programs and services.**

Linked to District Theme: *Diversity*

**GOAL VI: INITIATIVES**

- VI.a.** CCC will increase its state, federal, contract education and entrepreneurial programs and activities in order to enhance the quality, effectiveness, convenience and cost-effectiveness of instruction, student and administrative services for students
- VI.b.** CCC will explore the potential for new revenue streams—i.e. profit-sharing partnerships, monetizing the website, increasing campus facility rentals—to enhance programs and services.
- VI.c.** CCC will monitor the progress of its Title III/AANAPISI component projects with a view to expanding collegewide such programs as the student roadmap and tracking system, prep institutes for the underprepared, and the Student Liaison Corps, launched as the GuideU Student-Mentor Connection.
- VI.d.** CCC will develop a systematic process for cultivating and soliciting major donors, resulting in increased giving to the Foundation.

**GOAL VI: KEY PERFORMANCE INDICATORS****Growth and Innovation**

- Increased net revenue each year from entrepreneurial activities (i.e. contracting with certain industries and education programs)
- Increase net investment in college programs, services, and infrastructure financed through entrepreneurial activities
- # of new programs, courses
- Growth of programs, enrollment
- Increase in new courses, courseware, and media developed by Coast Learning Systems
- Increase in Coast Learning Systems/CISD courses, courseware, and media used by Coastline instructors and courses
- Increase in “outside” clients served by CCC’s Contract Education and CISD through training, consulting, and program design/development agreements
- Increase in “outside” clients leasing Seaport LMS

**Productivity and Efficiency**

- FTES – Full-Time Equivalent Students
- Faculty Load as measured by Weekly Student Contact Hours per Lecture Hour Equivalent
- Number of services mediated (made more effective/efficient) through the use of technology
- Number of grants submitted, awarded, paper/articles published, partnership agreements to develop innovations and improve best practices

## COASTLINE COMMUNITY COLLEGE

## Education Master Plan 2011-2016

Goal Alignment: *Coastline to ACCJC to Coast Community College District*

Goal Alignment: <i>Coastline to ACCJC to Coast Community College District</i>							
		Coastline Goals					
		I. Student Success	II. Access, Persistence & Completion	III. Innovation & Improvement	IV. Partnerships	V. Planning, Inquiry & Evidence	VI. Growth & Efficiency
ACCJC Standards	Standard I. Institutional Mission & Effectiveness						
	A. Mission	■	■	■			
	B. Improving Institutional Effectiveness	■	■	■		■	
	Standard II. Student Learning Programs & Services						
	A. Instructional Programs	■	■	■			
	B. Student Support Services	■	■	■	■		
	C. Library and Learning Support Services	■					
	Standard III. Resources						
	A. Human Resources	■					■
	B. Physical Resources				■	■	■
	C. Technology Resources	■		■	■	■	■
	D. Financial Resources					■	■
	Standard IV. Leadership and Governance						
District Themes	A. Decision-Making Roles and Processes					■	■
	B. Board and Administrative Organization				■	■	■
	Certificate & Degree Completion, Transfer with Competence	■	■	■	■	■	
	Basic Skills	■	■	■		■	■
	STEM <sup>2</sup>	■		■	■	■	■
	Global/International Education				■	■	■
	Diversity	■	■			■	
CTE & Creative Arts – Skills and Careers		■	■	■	■	■	■
Coastline Community College Education Master Plan – June 2011							

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## **APPENDIX A: ENVIRONMENTAL SCAN**

### **Demographics**

#### ***Nationwide***

- Demographically, the United States is growing increasingly complex. Thirty-one percent of the total U.S. population consists of racial and ethnic minorities. Twelve percent of the total population is foreign born. Of these, a majority (51.7%) is from Latin America while more than one quarter (26.4%) are from Asia (US Census, American Factfinder. Retrieved November 14, 2010 at <http://factfinder.census.gov/>)
- For the first time in its history, the nation is experiencing a large proportion of children and young adults who are not of European ancestry. In 2009, one in five children were identified as of Hispanic ethnicity while 55% were identified as White Only. This gap is expected to decrease over the foreseeable future given the birthrate of Hispanics in general. (US Census, American Factfinder. Retrieved November 14, 2010 at <http://factfinder.census.gov/>)
- Twenty percent of the population over 5 years of age speaks a language other than English at home. (US Census, American Factfinder. Retrieved November 14, 2010 at <http://factfinder.census.gov/>)

#### ***California***

- California is expecting to add between 7 and 11 million people by 2025. Many of these will be immigrants who typically do not have the same level of technology skill as native-born Americans. (California Community Colleges, Technology III Plan, 2008 Update. Retrieved October 28, 2010. <http://www.cccco.edu>)
- In 2006-2008, 80 percent of Californians 25 years and over had at least graduated from high school and 29 percent had a bachelor's degree or higher. Twenty percent were dropouts; they were not enrolled in school and had not graduated from high school. (U.S. Census Bureau, American Community Survey 2006-2008 )

#### ***Orange County***

- Orange County's overall population ranks it as the third largest in California by population. In 2009 the county's population was 3,139,017, behind Los Angeles (10,393,185) and San Diego (3,173,407) counties. (Orange County Government. [2010]. Orange County 2010 Community Indicators Report. Retrieved November 11, 2010 at <http://www.ocgov.com/vgnfiles/ocgov/CEO/Docs/2010%20Community%20Indicators.pdf>)
- Since the 1980s, natural increase (births minus deaths) has outpaced migration as the county's principal source of growth. Long-range projections suggest this pattern will

continue, with natural increase becoming the sole contributor to future growth.  
(Government of Orange County, 2010)

- By 2050 the age composition of Orange County is projected to be much older and much less White. Individuals over 65 will make up 21% of the county's population while the proportion of the 24-54 year olds will decrease from 46% to 35%. (Orange County Workforce Indicators 2010/11. Orange County Workforce Investment Board and Orange County Business Council, 2010)
- Latinos will be the largest ethnic group in Orange County by 2020, comprising 41% of the population and increasing to 53% by 2050. (Orange County Workforce Indicators 2010/11. Orange County Workforce Investment Board and Orange County Business Council, 2010)
- Immigration to the US has also contributed to the county's growth. The proportion of foreign-born residents increased from 6% in 1970 to 30% in 2008. (Government of Orange County, 2010)
- 44% of Orange County residents aged five years or older speak a language other than English at home. Of those, a majority speaks Spanish (61%) followed by Asian/Pacific Islander languages (28%), and other Indo-European languages (9%). The remaining 2% speak other languages. 12% of the total population report that they do not speak English "well" or "at all." (Government of Orange County, 2010)
- In 2008, Orange County's median age was 36 years. 25% of the population was under 18 years and 11% were 65 years and older. However, dramatic swings are on the horizon. (Government of Orange County, 2010)
- Projections from 2010 through 2050 anticipate a 94% increase in the older adult population, compared to a 27% increase among all ages. As a result, the proportion of the population that is 65 years and older will increase from a projected 11% in 2010 to 22% percent in 2050. (Government of Orange County, 2010)

#### ***Costa Mesa, Garden Grove, Newport Beach and Westminster***

- From 2010 to 2015 the total population of the key cities served by Coastline Community College is expected to increase by 3,264 individuals, an annual increase of just 0.14 percent. (ESRI, Age 50+ Report. Data developed specifically for this environmental scan)
- Similar to national and county trends, the population profile is aging in these cities. During the same years that the overall population is expected to grow only marginally, the proportion aged 50 years and above is expected to rise by 11,264, a statistic that is perhaps attributable to out-migration of younger residents and an in-migration of older residents. (ESRI, Age 50+ Report)
- The median age of these four cities is 35.7, slightly lower than the US median age of 36.8. The median age by race/ethnicity for these cities is: White (41.0), Black (32.7),

American Indian (30.6), Hispanic (25.4), and Asian (35.3). (ESRI, Age by Race by Sex Profile and US Census Bureau American Fact Finder)

- Significant change in age ranges has occurred since the year 2000. Similar to projections for all of Orange County, the proportion of individuals aged 45 and older in these four cities will increase. Of particular interest to the college is the proportional decrease in working-aged adults; projections show that 25 to 34 year olds will decrease by 2.0% (n=5,394) while 35 to 44 year-olds will decrease by 3.6% (n=12,750). (ESRI, Demographic Projection)
- Despite the current national recession, median household income is expected to rise from \$73,310 in 2010 to \$84,371 in 2015. (ESRI, Demographic and Income Profile)
- Relative affluence is also signaled by a projected major shift in household income since the year 2000 through 2015. In 2000, about 20% of all households in these cities made \$24,999 or less; by 2015 this proportion will drop to 10%. At the upper income end, 9% of all households made \$150,000 or more in 2000. In 2015 that proportion is expected to double. (ESRI, Demographic and Income Profile)
- 50% of the population aged 15 and greater in these cities are married. 35% have never been married while 10 percent are divorced and 5% are widowed. (ESRI Market Profile)

### ***Summary, Population Characteristics***

Orange County and the four cities by CCC's as important locations in their service area have undergone significant demographic shifts since the year 2000. The number of working adults (25 to 44) is predicted to decline, resulting in about 18,000 fewer residents from which the College can draw. This will limit the target market for this demographic and cause the college to think of learning packages and bundles since those remaining working adults may not be interested in pursuing either a degree or certificate. At the same time, the proportion of older adults (50 and above) will increase but these potential learners may not be interested in degrees or full programs of study.

At the same time that age ranges are shifting in Costa Mesa, Garden Grove, Newport Beach and Westminster, the number of Whites is shrinking. The proportion of Asians is increasing but not as fast as Hispanics. There are also significant income shifts in these communities as proportionately fewer households now earn less than \$25,000 compared to the year 2000, while about the same proportion (20%) are earning \$150,000 or more. The 20% of adults living in the four cities served by Coastline that have not yet finished a degree may be a prime target group for recruitment and retention initiatives.

## Housing

### ***Orange County***

- As of 2008, the average household size in Orange County was 3.0 persons, higher than California (2.9) and the US (2.6). (Orange County Government, 2010)
- As of November 2010, 1 in 14 mortgages in Orange County are in default. However, the 90-day delinquency rate (the first sign of trouble) is 2.7% lower than California's overall rate and slightly less (0.6%) than the national rate. (Collins, J. [November 1, 2010]. 1-in-14 O.C. mortgages are in default. Orange County Register. Retrieved online at: <http://mortgage.ocregister.com/2010/11/01/1-in-14-o-c-mortgages-are-in-default/39666>)
- The majority of housing in Orange County is owner-occupied (61%) compared to renter-occupied (39%). About half (52%) are single-family detached units. (Orange County Government, 2010)
- Although more than 3,000 residential building permits were issued in 2008, this total represents a decline of 57% between 2007 and 2008. (Orange County Government, 2010)

### ***Cities of Westminster, Garden Grove, Costa Mesa, and Newport Beach***

- Garden Grove (3.7) and Westminster (3.4) have higher average household sizes than the county average of 3.0. Costa Mesa's average household size is slightly smaller, at 2.7, while the average in Newport Beach is 2.3. (US Census Bureau 2008)
- In 2010, the combined cities have a 48.5% owner-occupied housing unit habitation while 45.2% is renter occupied. (Data retrieved October 27, 2010, from ESRI Business Analyst Online [BAO] database. [www.esri.com/bao](http://www.esri.com/bao))
- Housing takes about 32% of household budgets in these four cities. Transportation (15%), food (12%), and pensions (10%) are other large expenditures. Education expenditures account for only 2% of annual household budgets. (ESRI, Household Budget Expenditures)

### ***Summary, Housing***

Relatively speaking, it appears that Orange County has weathered the mortgage meltdown better than other parts of the country. The proportion of renters to owners in the cities served by Coastline suggest a mobile population and/or a population who either cannot afford to own homes or have been forced into renting. Housing costs are likely to continue to take a significant proportion of household income that might otherwise be directed to education or other expenditures.

## Employment

### Nation

- The fastest growing occupations through the year 2018 for which community colleges can play a role in training are mainly in the healthcare area: compliance officers, dental assistants, medical assistants, pharmacy technicians, skin care specialists, fitness trainers and aerobics instructors, home health aides, personal and home care aides, physical therapist aides, and occupational therapist aides. (Bureau of Labor Statistics. Fastest Growing Occupations Table. Retrieved November 14, 2010 at <http://www.bls.gov/emp/#tables>)
- Traditional blue collar occupations have declined rapidly in the nation especially those jobs that require little formal training or on-the-job training. Many of these are in the production or manufacturing area and have been absorbed overseas. (Bureau of Labor Statistics. Fastest Growing Occupations Table. Retrieved November 14, 2010 at <http://www.bls.gov/emp/#tables>)
- Almost one-third of U.S. manufacturing companies responding to a recent survey say they are suffering from some level of skills shortages. (Chronicle of Higher Education [November, 2007]. House bill for renewing Higher Education Act includes new accountability and antipiracy provisions. Retrieved November 13, 2007 at <http://chronicle.com/daily/2007/11/663n.htm>)

### California

- California's unemployment rate has grown from 4.9% at the beginning of 2007 to 12.4% as of September 2010, with 2,269,948 officially unemployed. The national unemployment rate was lower (9.6). (Bureau of Labor Statistics [BLS]. Data retrieved Nov 1, 2010 from Bureau of Labor Statistics Database at <http://www.bls.gov/data/> and California Economic Indicators [September/October 2010]. Retrieved November 14, 2010 at [http://www.dof.ca.gov/HTML/FS\\_DATA/indicatr/ei\\_home.htm](http://www.dof.ca.gov/HTML/FS_DATA/indicatr/ei_home.htm))
- California continues to shed jobs. Only two of the state's major industry sectors made gains in August 2010: professional and business services (300 jobs) and mining and logging (200). These sectors lost jobs: government (9,200), trade, transportation, and utilities (8,600), construction (3,900), manufacturing (3,800), financial activities (3,700), information (2,800), education and health services (1,400), other services (500), and leisure and hospitality (100). California Economic Indicators [September/October 2010]. Retrieved November 14, 2010 at [http://www.dof.ca.gov/HTML/FS\\_DATA/indicatr/ei\\_home.htm](http://www.dof.ca.gov/HTML/FS_DATA/indicatr/ei_home.htm)

### Orange County

- Small businesses are a backbone of the Orange County economy. Fewer residents work in large firms (500+ employees) than the statewide average (16% vs. 21% in 2008). (Orange County Government, 2010)
- Since 2002, small firms with 0-4 employees witnessed the fastest employment growth (+18%), adding over 5,000 new jobs. Conversely, firms with over 100 employees increased by 28 new firms but showed the most significant employment declines, shedding 45,000 jobs since 2002. (Orange County Government, 2010)

- Orange County's unemployment rate remains below state and national averages. Unemployment in 2009 was significantly higher than in the previous 20 years (9.1% as of December 2009). However, Orange County's rate has remained well below the state average (12.1%) and on par with the national average (9.7%). (Orange County Government, 2010)

#### ***Cities of Westminster, Garden Grove, Costa Mesa, and Newport Beach***

- 48% of workers in these cities are employed in the service industry, 13 percent are employed in manufacturing, 10% in agriculture/mining, and 10% in finance/insurance/real estate industry. (ESRI, Market Profile)
- By occupation, 65% are white collar (management/business/financial, professional, sales, and administrative support), while 18% are blue collar (farming/forestry/fishing, construction/extraction, installation/maintenance/repair, production, and transportation) (ESRI, Market Profile)
- The average travel time to work is 25.6 minutes, meaning that the 96% of workers in these cities spend nearly an hour each day commuting. (ESRI, Market Profile)

#### ***Summary, Employment***

Employment in the United States has decreased precipitously over the past two years. Hurt most are those workers with limited skills who previously depended on the production sector for their livelihood. California continues to loose jobs although professional and business service occupations are showing limited growth. The proportion of blue collar jobs among residents of communities served by Coastline Community College (18%) represents a potential market for retraining and skill upgrading.

## Economics and Education

### *Nationwide*

- Opportunities in the middle class are shrinking for those without college. In 1967 almost half of American families were headed by high school dropouts while 70% of those headed by high school graduates, were in the middle class. By 2004, only a third of dropouts' families and half of high school graduates' families were still in the middle class. Virtually all had fallen below the \$28,000 mark defining middle class. (Carnevale, A. P. [2006, September 22]. Discounting Education's Value. Chronicle of Higher Education, B7-B9)
- Educational attainment levels of those 25 and over, based upon the 2006-2008 American Community Survey 3-Year Estimates, were shown as 84.5% of the population had finished high school and 27.4% had a bachelor's degree or higher. The Obama Administration and several national foundations are working to increase the number of Americans with degrees. (U. S. Census Bureau, American FactFinder, 2009 GCT1501. Percent of People 25 Years and Over Who Have Completed High School [Includes Equivalency] Universe: Population 25 years and over)
- The poverty levels of individuals by educational attainment continue to go down as education increases and salaries continue to improve as levels increase. (U. S. Census Bureau, American FactFinder, 2009)
- The least educated workers, that is, those without either a high school diploma or GED, are having the hardest time in the current recession. One way to help ease their burden is through bridge programs designed especially for adults needing more education or skills. (Alssid, A. J., Goldberg, M., and Klerk, S. M., Workforce Strategy Center, Building a Higher Skilled Workforce. Retrieved November 4, 2010. ([http://www.workforcestrategy.org/images/pdfs/publications/bridge\\_connect\\_report\\_2010-11.pdf](http://www.workforcestrategy.org/images/pdfs/publications/bridge_connect_report_2010-11.pdf)))
- National surveys indicate US students are spending more time in front of the TV or playing video games than they are studying. Information on the educational levels and credentials of K-12 teachers implies that nationally too many students are receiving their K-12 math instruction from unqualified teachers. This potential lack of full understanding in this subject may contribute to the national need for remedial work. If this same phenomenon is happening in Orange County, there could be a need for the K-12 system and the college to work together to ensure more students are ready for college level work upon entry

### *California*

- The U. S. Census Bureau estimates that 80.6% of people in California over the age of 25 have completed high school. (U. S. Census Bureau, American FactFinder, 2009)

- The American Council on Education (ACE) estimates that there are approximately 5.5 million people in California who are within the target population of the GED test. In 2009, only a little over 58,000 started the process of taking the GED and only slightly more than 33,500 successfully completed the process. This was 0.6% of the target population. (American Council on Education, 2009 GED Testing Program Statistical Report, page 22 Table 2. (<http://www.acenet.edu/Content/NavigationMenu/ged/pubs/2009ASR.pdf>)
- Fewer than 18,000 General Education Diplomas (GEDs) were awarded to California 18- to 24-year-olds in 2000. The 3.1% ratio of GED awards to those with less than a high school education (18- to 24-year-olds only) places California at 49th of the 50 states on this measure. (Hayward, G.C., Jones, D. P., McGuinness, A.C., Jr. & Timar, A. [2004, May]. Ensuring Access with Quality to California's Community Colleges. National Center for Public Policy and Higher Education.)
- The proportion of the population over 25 with a bachelors degree or higher is 29.9 (U. S. Census Bureau, American FactFinder, 2009 GCT1502. Percent of People 25 Years and Over Who Have Completed a Bachelor's Degree Universe: Population 25 years and over ([http://factfinder.census.gov/servlet/GCTSubjectShowTablesServlet?\\_lang=en&\\_ts=306063392204](http://factfinder.census.gov/servlet/GCTSubjectShowTablesServlet?_lang=en&_ts=306063392204).)
- The 2007-08 NCES high school graduation rate for the state was 80.2. Orange County did better with a rate of 89.9. (California Department of Education, Data and Statistics, DataQuest. Retrieved October 29, 2010. (<http://dq.cde.ca.gov/dataquest/>)

### ***Orange County***

- It is estimated that 82.5% of the 25 and older population in Orange County holds a high school diploma. The percent with a bachelor's degree or higher is 35.2, a rate significantly higher than California's average. (U. S. Census Bureau, American FactFinder, 2009)

### ***Cities of Westminster, Garden Grove, Costa Mesa, and Newport Beach***

- Among adults aged 25 and older, 10% have less than a 9<sup>th</sup> grade education, 9% have attended high school but did not graduate, 21% are high school graduates. The remainder has some experience with college and/or has graduated. 20% have some college but no degree, 8.1% have associate degrees, 22% have bachelor's degrees and 10% have graduate/professional degrees. (ESRI Market Profile)

### ***Summary, Economics and Education***

Education remains the fastest route to the middle class. Good jobs for the 21<sup>st</sup> century will require some level of postsecondary education beyond high school. There is a long way to go between the current proportion of bachelor's degrees and the goals of President Obama and leading education foundations.

Coastline serves a learner population that is proportionately more Asian and less African American than institutions nationally and within California. Additionally, the population served



is more educated than the state as a whole meaning that parents in the county want their children to go on to postsecondary work. Community colleges are still a good value in California.

The recent challenge by the Community College League of California to community colleges to increase the number of associate degrees is indicative of a shift in the education paradigm. In addition to increased retention, reaching ambitious completion goals will require new and different types of students to enter and complete community college programs. One such segment are the significant proportion of adults in California who could use help in preparing to earn a GED.

## Secondary Schools

### National

- At the national level, only 68% of ninth graders graduate from high school in four years, and only 18% go on to complete an associate's degree within three years after entry into a community college or a bachelor's degree within six years of enrolling in a 4-year college. Baccalaureate degree attainment rates for Latino and African-American young adults—the fastest-growing population groups in our country—are less than half of those for white and Asian-Pacific Islanders. (National Center for Public Policy and Higher Education [2005, July]. The Need for State Policy Leadership. Retrieved February 12, 2006, at <http://www.highereducation.org>)
- The idea of year around school is expanding rapidly across the nation. This would provide more days in school and less time away from class, thus reducing both the spring and summer slump. (MSNBC.COM, Year-round school gains ground around U.S., October 27, 2010, [http://www.msnbc.msn.com/id/39748458/ns/us\\_news-life/](http://www.msnbc.msn.com/id/39748458/ns/us_news-life/))
- Sixty-nine percent of United States public school students in fifth through eighth grade are taught mathematics by a teacher without a degree or certificate in mathematics. (Rising Above the Gathering Storm, Revisited: Rapidly Approaching Category 5 By Members of the 2005 "Rising Above the Gathering Storm" Committee; Prepared for the Presidents of the National Academy of Sciences, National Academy of Engineering and Institute of Medicine, 2010. <http://www.nap.edu/catalog/12999.html>)
- Ninety-three percent of United States public school students in fifth through eighth grade are taught the physical sciences by a teacher without a degree or certificate in the physical sciences. (Rising Above the Gathering Storm, 2010)
- The United States ranks 20th in high school completion rate among industrialized nations and 16th in college completion rate. (Rising Above the Gathering Storm, 2010)
- The World Economic Forum ranks the United States 48th in quality of mathematics and science education. (Rising Above the Gathering Storm, 2010)
- The average American K-12 student spends four hours a day in front of a TV. (Rising Above the Gathering Storm, 2010)
- The United States has fallen from first to eleventh place in the OECD rankings for in the fraction 25-34 year olds that has graduated from high school. The older portion of the U.S. workforce ranks first among OECD populations of the same age. (Rising Above the Gathering Storm, 2010)
- Youths between the ages of 8 and 18 average seven-and-a-half hours a day in front of video games, television and computers—often multi-tasking. (Rising Above the Gathering Storm, 2010)

## **California**

- In 2008-09, the state of California had 231,050 students take AP exams out of the 961,187 students enrolled in grades 11 and 12. Approximately 58% of the exams resulted in scores of 3 or more. Most colleges accept this level of score as indicating that the student should be given college credit for the AP course. Orange County had 25,495 students take AP exams out of the 82,278 students enrolled in grades 11 and 12. Approximately 68% of the exams resulted in scores of 3 or more. (California Department of Education, Data and Statistics. Retrieved on October 26, 2010. Calculation by author from table retrieved. <http://www.cde.ca.gov/ds/>)
- More than one in every three students in the California Community Colleges enroll in a basic skills class: nearly one-half million in English and mathematics, with additional enrollments in basic skills reading and English as a Second Language courses. Nationwide, 40 percent of all college students end up taking at least one remedial course (Adelman, 2004) at an estimated cost to taxpayers of \$1 billion (Breneman and Haarlow, 1998). (Basic Skills as a Foundation for Success in California Community Colleges "The Poppy Copy". RP Group, 2007)
- That same year, the state tested 34.7% of 12<sup>th</sup> graders with the SAT exam. The averages were 495 in critical reading, 513 on math and 494 in writing with 48.9% equal to 1,500 or more in total. The SAT is normed so that the average score in each section is 500. Thus having a total of 1500 or more implies that the student earned at least average scores. Orange County's results were higher. The county tested 40.8% of its 12<sup>th</sup> graders and had the following results. The averages were 523 in critical reading, 552 in math and 525 in writing with 61.6% equal to or above 1,500 for their total. (California Department of Education, Data and Statistics, 2008-09)
- The same type results were seen for the ACT, although the percent of students tested was much lower. The state tested 14.0% and Orange County tested 17.4%. The state average was 21.9, while the county's was 23.8. The state had 57.4% of its students with a score above or equal to 21 and the county had 72.4. (California Department of Education, Data and Statistics, 2008-09)

## **Orange County**

- Coastline Community College serves two K-12 school districts with high schools within its service district. Those are Garden Grove and Orange. A third district, Westminster Elementary does not contain a high school. Orange County contains additional districts that were not on the CCC list. As noted earlier, the 2007-08 NCES high school graduation rate for the entire Orange County was 89.9. For Garden Grove Unified it was 92.4 and for Orange United it was 90.4. (California Department of Education, Data and Statistics, DataQuest. Retrieved October 29, 2010 at <http://dq.cde.ca.gov/dataquest/>)

- For 2008-09, Orange County secondary schools were proportionately more Asian and white and less African American than the State as a whole. (California Department of Education, Educational Demographics Office (CBEDS, sifb0809 7/7/09). Retrieved October 26, 2010. <http://www.cde.ca.gov/ds/sd/>)
- The 2008-09 annual teacher's salary for Garden Grove United was \$78,330 compared to the statewide average for unified school districts of \$66,642. For Orange Unified it was \$70,336, and for Westminster Elementary the average was \$70,039 compared to the statewide average for elementary school districts of \$66,351. (California Department of Education, Ed-Data. Retrieved on October 26, 2010 at <http://www.ed-data.k12.ca.us/welcome.asp>)

### ***Summary, Secondary Schools***

National surveys indicate US students are spending more time in front of the TV or playing video games than they are studying. Information on the educational levels and credentials of K-12 teachers implies that nationally too many students are receiving their K-12 math instruction from unqualified teachers. This potential lack of full understanding in this subject may contribute to the national need for remedial work. If this same phenomenon is happening in Orange County, there could be a need for the K-12 system and the college to work together to ensure more students are ready for college level work upon entry.

Orange County appears to have better secondary school students, based up AP exams and SAT/ACT tests, than the state as a whole and to pay teachers better. Coastline Community College's penetration rate within this key demographic is an important strategic consideration.

## Community Colleges and Higher Education

### *National*

- Nationwide, community colleges are meeting unprecedented demand for their services in the face of flattened traditional public financial support, forcing them to seek new revenue streams to maintain and expand programs.
- The federal government has recognized the importance of community colleges and is seeking to provide avenues to enhance their funding to enable them to contribute more fully to economic development. For example, in fall 2010 solicitation for the Community College and Career Training Grant (CCCTG) program is slated to occur. This program has been funded at \$2 billion over four years (\$500 million each year) and will support efforts that provide education and training services. (American Association of Community College Trustees. Advocacy. Retrieved November 14, 2010 at <http://www.acct.org/advocacy/latest>)
- In Texas and other states, legislatures are considering implementing “performance based budgeting.” If the Texas proposal passes it will mark a fundamental shift in budgetary policy with 10 percent of funds falling into the performance category. With the changes that occurred in the mid-term elections, it is anticipated that this view will expand to other states. (Inside Higher Ed, Push for Performance. Retrieved November 3, 2010. <http://www.insidehighered.com/news/2010/11/02/texas>)
- The Achieving the Dream national initiative has cast a spotlight on the success rates of low-income students and students of color. Two key target groups that are vital to America’s future. This initiative has attracted more than \$90 million in foundation support, the largest single gifts ever to community colleges. Several California community colleges participate directly in this initiative: College of the Sequoias, Los Angeles Southwest College, San Jose City College, and Evergreen Valley College. (See [www.achievingthedream.org](http://www.achievingthedream.org) for further details)
- Most students whose parents have had high levels of postsecondary education attend community colleges for the purpose of transferring to a 4-year college. In contrast, many first-generation community college students attend to improve job skills and obtain an associate degree. (American Association of Community Colleges [2005]. Faces of the Future: A Portrait of First-Generation Community College Students. Retrieved September 19, 2006 at [http://www.aacc.nche.edu/Content/NavigationMenu/ResourceCenter/Projects\\_Partnerships/Current/FacesoftheFuture/FacesoftheFuture.htm](http://www.aacc.nche.edu/Content/NavigationMenu/ResourceCenter/Projects_Partnerships/Current/FacesoftheFuture/FacesoftheFuture.htm))
- The United States ranks 27th among developed nations in the proportion of college students receiving undergraduate degrees in science or engineering. (American Council on Education, 2006)
- First-generation community college students are more likely to be women, older than traditional college age, employed fulltime, and to support dependents living at home. (American Association of Community Colleges, 2005)

- Private donations to community colleges appear to be on the rise as more two-year institutions develop fund-raising programs. In the 2003-4 fiscal year, 100 public two-year institutions surveyed by the Council for Aid to Education raised \$122.4 million, up from the \$93.3 million raised by 86 community colleges surveyed the year before. (Strout, E. Community Colleges Struggle When It Comes to Soliciting Private Donations. Volume 52, Issue 23, Page A25. Retrieved February 17, 2006, at <http://chronicle.com/weekly/v52/i23/23a02501.htm>)
- There is a rising demand for a host of services that community colleges can provide. There is already unmet demand for instruction in English as a second language, and it will be further fueled by an expanding immigrant population, which has reached the highest proportion of the U.S. population in three-quarters of a century.
- The increase in cost of higher education in America has substantially surpassed the growth in family income in recent decades. United States current and former students have amassed \$633 billion in student loan debt. (California Community Colleges Strategic Plan [2006, January]. Retrieved November 27, 2007 at <http://strategicplan.cccco.edu/>)
- According to the ACT, 78 percent of high school graduates did not meet the readiness benchmark levels for one or more entry-level college courses in mathematics, science, reading and English. (American Council on Education. Missed Opportunities revisited: New information on students who do not apply for financial aid. Issue Brief, February 2006. Retrieved February 14, 2006, at <http://www.acenet.edu/AM/Template.cfm?Section=CPA&Template=/CM/ContentDisplay.cfm & ContentFileID=1374>.)
- Community college students may not be participating deeply in their learning. A 2010 survey (Community College Survey of Student Engagement, CCSSE) including 241 community colleges indicates that only 43 percent of students reported that they "included diverse perspectives (different races, religions, genders, political beliefs, etc.) in-class discussions." Forty-five percent noted they "learned something that changed [their] viewpoint about an issue or concept." Fifty-six percent stated that they "put together ideas or concepts from different courses when completing assignments or during class discussions" and "examined the strengths or weaknesses of [their] own views on a topic or issue." Finally, only 57 percent reported that they "tried to better understand someone survey figures may be too low to support the desired graduation rate increases sought nationwide. (Inside Higher Ed [November 12, 2010], Encouraging Deep Learning. Retrieved November 13, 2010 at <http://www.insidehighered.com/news/2010/11/11/ccsse>)

## **California**

- California's state revenues are not expected to return to pre-recession levels until 2016, significantly behind the national projection of 2013 and the longest time to recovery of any state. (National Council of State Legislatures quoted in the Wall Street Journal, September 28, 2010, page A4)
- In November 2010, the California State University System boosted tuition for all students 5% for the rest of this school year [2010-2011] and an additional 10% for next year. Student fees had already gone up 5% this fall. This follows a 32% increase for last

year (Los Angeles Times, November 11, 2010. Cal State trustees approve 15% tuition increase. Retrieved November 14, 2010 at <http://articles.latimes.com/2010/nov/11/local/la-me-calstate-tuition-20101111>)

- As of November 2010, three out of four Californians think the state does not give enough money to colleges. Three years ago, this figure was 57% suggesting that Californians now are more willing to pay higher taxes to support higher education. (Chronicle of Higher Education [November 18, 2010]. Californians Are More Worried About Higher Education, Poll Says. Retrieved November 19, 2010 at <http://chronicle.com/blogs/ticker/californians-are-more-worried-about-higher-education-poll-says/28415>)
- The Community College League of California is urging the state's two-year institutions to award one million more certificates and degrees by 2020. According to the League, this figure constitutes California's share of President Obama's goal of producing an additional five million community college graduates in the coming decade. Each of the state's 112 community colleges will need to boost its average annual completions from 1,200 to 3,500 to meet this goal. (Inside Higher Ed [November 11, 2010], Group Wants Million More Calif. Community College Grads. Retrieved November 13, 2010 at <http://www.insidehighered.com/news/2010/11/12/qt#243335>)
- Thirty years ago, ten percent of California's general fund went to higher education and three percent to prisons. Today, nearly eleven percent goes to prisons and eight percent to higher education. Rising Above the Gathering Storm, Revisited: Rapidly Approaching Category 5. By Members of the 2005 "Rising Above the Gathering Storm" Committee; Prepared for the Presidents of the National Academy of Sciences, National Academy of Engineering and Institute of Medicine, <http://www.nap.edu/catalog/12999.html>)
- Proposition 98 approved in 1988 and amended in 1990 guarantees minimum funding for K-14 in California based on a specific calculation that takes into account local property taxes and state revenue growth. After the economic downturn in 2001-02 the state implemented equalization funding in 2006 that augmented the community college system budget by \$130 million in an effort to alleviate some of the disparity of funding for poorer districts. These new dollars were partially allocated through the Basic Skills Initiative dollars that colleges have continued to receive as part of their base. (<http://www.edsource.org/> retrieved November 13, 2010)
- California community colleges approved a strategic plan for the system early in 2006 that included five strategic goals: college awareness and access; student success and readiness; partnerships for economic and workforce development; system effectiveness; and resource development. (California Community Colleges Strategic Plan [2006, January]. Retrieved November 27, 2007 at <http://strategicplan.cccco.edu/>)
- Recent dramatic cuts to the California community college budget have forced colleges to limit the number of services that fall under the categorical programs (e.g., EOPS, DSPS and CalWORKS).
- The new AB 1143 awards funds to colleges whose students complete the most degrees and certificates. Opponents of the bill note that only 29% of community college students are degree or certificate seeking and that the mission of the California community college system is to serve a much broader intention, e.g., personal

development, basic skills, and career technical training. The California Board of Governors will convene a task force to examine and recommend best practices and models for evaluating colleges. (Retrieved November 13, 2020  
<http://www.ccleague.org/i4a/pages/index.cfm?pageID=3416>

- Former Governor of California, Arnold Schwarzenegger, signed into law the historic Student Transfer Achievement Reform Act, Senate Bill 1440. This bill is intended to help simplify the transfer process between the California community colleges and California State University systems. It's expected to save the state approximately \$160 million annually and provide access to four-year institutions to approximately 40,000 additional community college students. (retrieved November 13, 2020  
<http://www.ccleague.org/i4a/pages/index.cfm?pageID=3416>
- A recent statewide report in California reviewed the literature and effective practices in the area of community college basic skills, a priority area in the System's strategic plan. (Research and Planning Group for California Community Colleges [2007, March]. Basic Skills as a Foundation for Student Success in California Community Colleges).
- The demand for higher education in California is projected to grow by more than 700,000 students in California in this decade. Three-fourths of this growth will occur in the state's community colleges. (Hayward, G. C., Jones, D. P., McGuinness, A.C., Jr. & Timar, A. [2004, May]. Ensuring Access with Quality to California's Community Colleges. National Center for Public Policy and Higher Education).
- According to the California Community College Chancellor Jack Scott, the 2010-11 budget contains \$126 million for growth. While the increase in enrollment funding will help the colleges, it will fund only 60,000 of the 200,000 unfunded students on the various campuses (California Community College Chancellor's Office, News Release. Retrieved November 3, 2010.  
<http://www.cccco.edu/Home/tabid/189/Default.aspx>).
- In 2007, California had the highest faculty to student ratio of any two-year, degree granting college system in the nation (California Postsecondary Education Commission, 50 State Comparison - Postsecondary Education Data Graph, Student to Faculty Ratio Retrieved October 27, 2010.  
<http://www.cpec.ca.gov/StudentData/50StateGraph.ASP>)
- California had the lowest average annual undergraduate tuition, fees, room, and board charged for full-time students in public, 2-year, degree-granting institutions, 2008-09. (California Postsecondary Education Commission, 50 State Comparison - Postsecondary Education Data Graph, Student to Faculty Ratio Retrieved October 27, 2010.  
<http://www.cpec.ca.gov/StudentData/50StateGraph.ASP>)

### ***Coastline Community College***

- Between 2007 and 2008, there was a dramatic drop in people with associate and/or bachelors degrees returning to Coastline. (California Postsecondary Education Commission, Students at the Community Colleges Coastline Community College. Retrieved October 26, 2010.  
<http://www.cpec.ca.gov/StudentData/EnrollGraphPct.ASP>)
- The community college going rate for Orange County was 37.9 percent in 2008. The overall rate for California was 28.9 percent. (California Postsecondary Education Commission, 2008 College-



Going Rates to California Community Colleges. Retrieved October 26, 2010.  
<http://www.cpec.ca.gov/StudentData/CACGRCountyGraph.asp?Segment=C>

- The enrollment status of incoming first-time freshmen Coastline is almost entirely part-time. (California Postsecondary Education Commission, Full-Time vs. Part-Time Students Coastline Community College. Retrieved October 26, 2010. <http://www.cpec.ca.gov/StudentData/EnrollGraphPct.ASP>)
- California Postsecondary Education Commission data indicates that CCC enrolled twenty-eight (n=28) first-time freshmen who graduated from a California high school and were aged 19 and younger in fall 2009. (California Postsecondary Education Commission. Enrollment of First-Time Freshmen age 19 and under in Public Institutions. Retrieved November 14, 2010 at <http://www.cpec.ca.gov/FiscalData/CACountyEconGraph.ASP>)

### ***Summary, Community Colleges and Higher Education***

The political and economic environment in the nation and especially in California will challenge Coastline Community College. California's revenues are not expected to match pre-recession levels for another six years. Rapid tuition increases at the CSU system may result in more students choosing community colleges. The College's unique history as an institution founded as a "college without walls" provides both opportunity and challenge in meeting the student success challenge. For example, the League's goal of increasing the number of associate degrees in the state will require re-thinking the ways in which prospective and new students interact with the college and what improvements are required.

## Technology

### *National and Worldwide*

- According to a November 2010 report, over 5.6 million students in the US took at least one online course during the fall 2009 term, an increase of nearly one million students over the number reported the previous year. This means that nearly thirty percent of higher education students now take at least one course online. (Sloan Consortium [2010, November]. Retrieved November 22, 2010 at [sloanconsortium.org/publications/survey/pdf/class\\_differences.pdf](http://sloanconsortium.org/publications/survey/pdf/class_differences.pdf))
- Growth in online learning is explosive. The twenty-one percent growth rate for online enrollments far exceeds the less than two percent growth of the overall higher education student population. (Sloan Consortium [2010, November]. Retrieved November 22, 2010 at [sloanconsortium.org/publications/survey/pdf/class\\_differences.pdf](http://sloanconsortium.org/publications/survey/pdf/class_differences.pdf))
- The current recession has also increased the demand for online education, even over the demand for face-to-face instruction. Nearly one-half of institutions report that during the 2009-2010 academic year that the economic downturn has increased demand for face-to-face courses and programs while three-quarters report the downturn has increased demand for online courses and programs. (Sloan Consortium [2010, November]. Retrieved November 22, 2010 at [sloanconsortium.org/publications/survey/pdf/class\\_differences.pdf](http://sloanconsortium.org/publications/survey/pdf/class_differences.pdf))
- While competition will be sharp for online learners, those institutions with a track record and a high proportion of students enrolled in online learning may have an advantage. As of the 2009-2010 academic year, there is a concentration of online students at a relatively small number of institutions. For example, ninety-four percent of all online students are studying at institutions with 1,000 or more online enrollments, even though these institutions comprise less than one-half of the institutions with online offerings. (Sloan Consortium [2010, November]. Retrieved November 22, 2010 at [sloanconsortium.org/publications/survey/pdf/class\\_differences.pdf](http://sloanconsortium.org/publications/survey/pdf/class_differences.pdf))
- A recent meta-analysis by the U.S. Department of Education finds that, on average, students in online learning perform modestly better than those receiving face-to-face instruction. The positive effect was larger in those studies that blended elements of online and face-to-face (also known as hybrid delivery) compared to instruction with entirely face-to-face teaching (U.S. Department of Education [2010, September]. Evaluation of Evidence-Based Practices in Online Learning: A Meta-Analysis and Review of Online Learning Studies. Retrieved November 21, 2010 at <http://www2.ed.gov/rschstat/eval/tech/evidence-based-practices/finalreport.pdf>)
- Many well known colleges and universities in the United States, such as MIT, Harvard and Yale, and around the world have placed many of their courses on the web. (The New York Times, For Exposure Universities Put Courses on the Web. Retrieved November 3, 2010 [http://www.nytimes.com/2010/11/01/world/europe/01iht-eduLede01.html?\\_r=1&hpw](http://www.nytimes.com/2010/11/01/world/europe/01iht-eduLede01.html?_r=1&hpw))
- Worldwide, more people have mobile phones than toothbrushes. 97% of US college students either have a cell phone or smart phone. (Next Generation Learning Challenges [n.d])

- 28 percent of U.S. mobile subscribers now have smartphones, cellphones with operating systems resembling those of computers. Among those who acquired a new cellphone in the past six months, 41 percent opted for a smartphone over a standard feature phone, up from 35 percent last quarter (Retrieved November 21, 2010 at <http://blog.nielsen.com>)
- Apple's new iPad's is enjoying a rate of adoption higher than that experienced when the DVD was first released. (Next Generation Learning Challenges [n.d])
- The United States now ranks 22nd among the world's nations in the density of broadband Internet penetration and 72nd in the density of mobile telephony subscriptions. (Rising Above the Gathering Storm, Revisited: Rapidly Approaching Category 5 By Members of the 2005 "Rising Above the Gathering Storm" Committee; Prepared for the Presidents of the National Academy of Sciences, National Academy of Engineering and Institute of Medicine, <http://www.nap.edu/catalog/12999.html> )
- At the same time that Internet usage is accelerating, television watching—the most passive of electronic entertainment—also consumes many waking hours. In the third quarter of 2010, for example, the average person watches 146 hours of television a month, or nearly 4.8 hours a day. (Nielsen State of the Media. TV Usage Trends: Q2 2010. Retrieved November 21, 2010 at <http://blog.nielsen.com>)
- The lowest overall television viewing is done by teens, with viewing increasing with each older age category. Presumably teens are using online sources for entertainment. (Nielsen State of the Media. TV Usage Trends: Q2 2010. Retrieved November 21, 2010 at <http://blog.nielsen.com>)
- In the 2009 rankings of the Information Technology and Innovation Foundation the U.S. was in sixth place in global innovation-based competitiveness, but ranked 40th in the rate of change over the past decade. (Rising Above the Gathering Storm, 2010)
- The world's fastest supercomputer has just been built by China. (The New York Times, China Wrests Supercomputer Title from US. Retrieved October 28, 2010 [http://www.nytimes.com/2010/10/28/technology/28compute.html?\\_r=1&hp](http://www.nytimes.com/2010/10/28/technology/28compute.html?_r=1&hp))
- The gap in home broadband between the lowest-income households and higher income brackets ranges from 16 to 34 percentage points, even after controlling for differences in education, age, race, ethnicity, household size, urban-rural location, foreign-born status, disability status and state of residence. (Exploring the Digital Nation: Home Broadband Internet Adoption in the United States U.S Department of Commerce \_ Economics and Statistics Administration \_ National Telecommunications and Information Administration, Retrieved November 9, 2010. [http://www.ntia.doc.gov/reports/2010/ESA\\_NTIA\\_US\\_Broadband\\_Adoption\\_Report\\_11082010.pdf](http://www.ntia.doc.gov/reports/2010/ESA_NTIA_US_Broadband_Adoption_Report_11082010.pdf))
- From that same report "The gaps between Whites and Blacks registered at 10 percentage points and between Whites and Hispanics at 14 percentage points, even after controlling for household characteristics. A similar analysis found the urban-rural gap to be 7 percentage points. (Exploring the Digital Nation, 2010)
- The technology behind "data analytics" has come of age and will be an important component of the completion agenda as colleges learn how to make use of

sophisticated data techniques to manage their enrollments. (Inside Higher Ed, Technology and the Completion Agenda. Retrieved November 9, 2010. <http://www.insidehighered.com/news/2010/11/09/completion>)

- Many colleges are turning to online tutoring options to provide learners 24/7 access to skills reinforcement. Technology has advanced to the point that online tutoring can be customized for each student. Online tutoring also offer advantages to colleges by decreasing tutor management and facilities costs. Examples range from general tutoring services such as SMARTTHINKING to more specific online tutoring in math and physics offered by Virtual Nerd.

## **California**

- The California Community College system is the largest provider of distance learning among the public higher education systems in the state. Between 1999-2000 and 2009-2010, total enrollment in the community college system grew at about one percent per year while distance learning grew at about 19 percent per year. Over 600,000 students were enrolled in a DL course in 2009-2010. (California Legislative Analyst's Office, The Master Plan at 50: Using Distance Education to Increase College Access and Efficiency Retrieved October 28, 2010, [http://www.lao.ca.gov/reports/2010/edu/distance\\_ed/distance\\_ed\\_102510.pdf](http://www.lao.ca.gov/reports/2010/edu/distance_ed/distance_ed_102510.pdf))
- The California Legislative Analyst's Office is recommending that distance learning be used as one way to increase access to higher education in these troubled financial times. (California Legislative Analyst's Office, 2010)
- Most distance learning offered at California community colleges is via the Internet. (California Legislative Analyst's Office, 2010)
- The CCC budget also includes funding for the "@ ONE Project, which provides training (primarily online) to faculty on how to use technology more effectively in both distance education and classroom-based instruction. All services are available to faculty and staff in the three public higher education segments, as well as K-12." (California Legislative Analyst's Office, 2010)
- There remain problems with distance learning courses such as retention, consistent standards and faculty skepticism. (California Legislative Analyst's Office, 2010)
- Initial cost of a distance learning course may be higher due to the need to purchase videos and other web based materials. However, over time, the cost is similar to that of a traditional course. (California Legislative Analyst's Office, 2010)
- California is expecting to add between 7 and 11 million people by 2025. Many of these will be immigrants who typically do not have the same level of technology skills as do native-born Americans. (California Community Colleges, Technology III Plan, 2008 Update. Retrieved October 28, 2010. <http://www.cccco.edu/LinkClick.aspx?fileticket=g9QoFLOg3%2bg%3d&tabid=1224&mid=3309>)

- The California Technology Assistance Project (CTAP) is a state wide technical assistance program, funded by the California Department of Education (CDE). Intended to promote the effective use of technology in teaching, learning and school administration, CTAP provides assistance to schools and districts based upon local needs in each of 11 regions in California. (The California Technology Assistance Project, About Us, Retrieved October 28, 2010. <http://www.mvctap.org/index.php/about-ctap>)

### ***Orange County***

- For elementary, middle and high schools Orange County has the same or a slightly higher ratio of students to computers as does the state. The Orange County ratios range from 3.9 to 4.8 while the state ranges from 3.9 to 4.3. This is not true for some of the other types of schools (continuation, alternative and community day). (California Department of Education, Educational Demographics Office (CBEDS, vw\_csopus 9/23/09, vw\_otheropus 10/8/09, pubschls 8/3/09) Retrieved October 26, 2010 at <http://www1.edtechprofile.org/graphs/report-821285867.pdf>)
- The ratio of students to computers is higher for Garden Grove (4.8 v. 5.8), Orange Unified (5.5 v. 7.3) than the county (3.9 v. 4.8). This was not true for Westminster Elementary which had ratios from 3.1 v. 3.3. (California Department of Education, 2010)

### ***Coastline Community College***

- Approximately 77% of the households in the Coastline Community College area have home computers and 12% have an iPod. (ESRI, Electronics and Internet market Potential. Data produced specifically for this study)
- Coastline Community College ranks as one of the largest providers of distance learning among the California Community College System institutions. (California Legislative Analyst's Office, The Master Plan at 50: Using Distance Education to Increase College Access and Efficiency Retrieved October 28, 2010, [http://www.lao.ca.gov/reports/2010/edu/distance\\_ed/distance\\_ed\\_102510.pdf](http://www.lao.ca.gov/reports/2010/edu/distance_ed/distance_ed_102510.pdf))

### ***Summary, Technology***

As instructional technology continues to expand rapidly, the education space throughout the world is changing precipitously. There is increased competition for learners among institutions and the recession has impacted the interest of colleges and universities to engage more fully in providing online learning.

At the same time that online learning is mushrooming, the United States is losing its prominence in math and science and thus in computing. Other countries are realizing the value of technology and developing new ways to integrate it into their societies. Education is developing new uses for technology but wide gaps are becoming apparent in access to the latest versions for different groups of learners.

Orange County schools have good pupil to computer ratios, implying that incoming students from high school will be tech savvy. CCC should consider taking part in the

California Technology Assistance Project and other projects offered by the CDE if they are not already doing so. Now seems to be the time to continue offering the many distance learning courses that the College has available and to develop new experiences based on learner demand and need.

## APPENDIX B: JOBS NOT REQUIRING A POSTSECONDARY AWARD

<p style="text-align: center;">Table B-1 2020 Orange County Occupational Outlook for Jobs Not Requiring a Postsecondary Award</p>					
Description	2020 Jobs	% Change	Annual Openings	2010 Avg Hourly Wage	Education Level
Customer service representatives	33,042	19%	1,394	\$18.05	Moderate-term on-the-job training
Sales representatives, wholesale and manufacturing, except technical and scientific products	21,692	13%	693	\$35.06	Moderate-term on-the-job training
Bookkeeping, accounting, and auditing clerks	27,228	12%	581	\$20.13	Moderate-term on-the-job training
Executive secretaries and administrative assistants	24,847	12%	566	\$22.97	Moderate-term on-the-job training
Sales representatives, services, all other	13,180	24%	530	\$12.65	Long-term on-the-job training
Sales representatives, wholesale and manufacturing, technical and scientific products	12,025	11%	390	\$29.34	Moderate-term on-the-job training
Medical assistants	14,377	8%	374	\$30.53	Long-term on-the-job training
Team assemblers	10,917	16%	366	\$41.07	Moderate-term on-the-job training
Maintenance and repair workers, general	10,446	33%	346	\$15.86	Moderate-term on-the-job training
Construction laborers	13,423	(2%)	345	\$13.24	Moderate-term on-the-job training
Billing and posting clerks and machine operators	13,605	11%	324	\$18.72	Moderate-term on-the-job training
Dental assistants	15,920	10%	247	\$22.00	Moderate-term on-the-job training
Truck drivers, heavy and tractor-trailer	8,155	18%	238	\$17.98	Moderate-term on-the-job training
Secretaries, except legal, medical, and executive	6,461	28%	235	\$16.54	Moderate-term on-the-job training
Pharmacy technicians	12,429	1%	231	\$30.64	Long-term on-the-job training
Inspectors, testers, sorters, samplers, and weighers	9,574	8%	228	\$23.46	Moderate-term on-the-job training
Sales and related workers, all other	6,736	11%	213	\$26.78	Long-term on-the-job training
Assemblers and fabricators, all other	12,249	3%	210	\$18.00	Moderate-term on-the-job training
Merchandise displayers and window trimmers	5,054	26%	182	\$19.25	Long-term on-the-job training
Painters, construction and maintenance	5,117	15%	182	\$40.39	Long-term on-the-job training
Bus drivers, transit and intercity	6,069	11%	169	\$16.15	Long-term on-the-job training
Drywall and ceiling tile installers	5,027	9%	148	\$26.78	Long-term on-the-job training
Construction and related workers, all other	3,303	29%	139	\$16.66	Moderate-term on-the-job training

**Table B-1**  
**2020 Orange County Occupational Outlook for Jobs Not Requiring a Postsecondary Award**

Description	2020 Jobs	% Change	Annual Openings	2010 Avg Hourly Wage	Education Level
Installation, maintenance, and repair workers, all other	6,988	(1%)	137	\$17.65	Moderate-term on-the-job training
Production workers, all other	4,516	11%	135	\$22.12	Moderate-term on-the-job training
Parts salespersons	4,790	(5%)	130	\$29.34	Long-term on-the-job training
Data entry keyers	4,849	2%	128	\$12.27	Moderate-term on-the-job training
Social and human service assistants	3,327	9%	122	\$15.92	Moderate-term on-the-job training
Cooks, institution and cafeteria	3,836	29%	119	\$28.90	Long-term on-the-job training
Demonstrators and product promoters	5,655	2%	118	\$27.10	Moderate-term on-the-job training
Mixing and blending machine setters, operators, and tenders	2,534	25%	113	\$30.59	Long-term on-the-job training
Pest control workers	2,994	13%	98	\$30.82	Long-term on-the-job training
Insurance claims and policy processing clerks	3,354	15%	94	\$19.67	Moderate-term on-the-job training
Printing machine operators	3,598	20%	93	\$26.95	Moderate-term on-the-job training
Payroll and timekeeping clerks	2,482	5%	93	\$18.55	Moderate-term on-the-job training
Cement masons and concrete finishers	2,884	(2%)	93	\$19.59	Long-term on-the-job training
Operating engineers and other construction equipment operators	3,863	10%	91	\$20.34	Moderate-term on-the-job training
Laundry and dry-cleaning workers	3,341	(1%)	87	\$16.65	Moderate-term on-the-job training
Advertising sales agents	1,944	13%	84	\$20.09	Moderate-term on-the-job training
Computer-controlled machine tool operators, metal and plastic	5,662	(4%)	80	\$17.93	Long-term on-the-job training
Roofers	3,519	(4%)	78	\$15.20	Moderate-term on-the-job training
Cutting, punching, and press machine setters, operators, and tenders, metal and plastic	2,304	18%	77	\$17.68	Moderate-term on-the-job training
Tax preparers	2,125	15%	74	\$14.29	Moderate-term on-the-job training
Dispatchers, except police, fire, and ambulance	1,771	15%	73	\$13.34	Long-term on-the-job training
Molders, shapers, and casters, except metal and plastic	2,576	16%	71	\$28.52	Long-term on-the-job training
Title examiners, abstractors, and searchers	2,220	1%	70	\$15.14	Moderate-term on-the-job training
Eligibility interviewers, government programs	2,017	22%	65	\$14.16	Moderate-term on-the-job training



**Table B-1**  
**2020 Orange County Occupational Outlook for Jobs Not Requiring a Postsecondary Award**

Description	2020 Jobs	% Change	Annual Openings	2010 Avg Hourly Wage	Education Level
Coating, painting, and spraying machine setters, operators, and tenders	1,545	9%	62	\$14.36	Moderate-term on-the-job training
Floral designers	2,654	1%	59	\$26.88	Long-term on-the-job training
Animal trainers	4,094	(2%)	57	\$21.24	Moderate-term on-the-job training
Correctional officers and jailers	2,424	(7%)	57	\$17.20	Moderate-term on-the-job training
Psychiatric technicians	2,215	(3%)	56	\$19.80	Moderate-term on-the-job training
Carpet installers	1,694	(7%)	56	\$26.11	Moderate-term on-the-job training
Cooks, restaurant	2,493	6%	56	\$33.65	Moderate-term on-the-job training
Photographers	2,051	2%	55	\$13.24	Long-term on-the-job training
Carpenters	1,561	16%	54	\$15.46	Long-term on-the-job training
Electricians	2,300	6%	51	\$11.79	Moderate-term on-the-job training
Coaches and scouts	1,677	10%	51	\$30.47	Long-term on-the-job training
Police and sheriff's patrol officers	1,811	11%	50	\$30.24	Moderate-term on-the-job training
Musicians and singers	1,333	21%	48	\$17.48	Long-term on-the-job training
Plumbers, pipefitters, and steamfitters	1,813	7%	47	\$17.53	Moderate-term on-the-job training
Claims adjusters, examiners, and investigators	1,775	5%	47	\$24.30	Long-term on-the-job training
Compliance officers, except agriculture, construction, health and safety, and transportation	1,933	5%	44	\$24.92	Moderate-term on-the-job training
Fire fighters	1,857	(16%)	44	\$13.65	Moderate-term on-the-job training
Interpreters and translators	1,795	10%	43	\$19.75	Moderate-term on-the-job training
Welders, cutters, solderers, and brazers	1,104	13%	42	\$22.07	Long-term on-the-job training
Machinists	1,861	(1%)	41	\$21.30	Moderate-term on-the-job training
Butchers and meat cutters	779	0%	41	\$13.52	Moderate-term on-the-job training
Heating, air conditioning, and refrigeration mechanics and installers	1,658	14%	41	\$26.02	Long-term on-the-job training
Telecommunications equipment installers and repairers, except line installers	1,629	13%	40	\$28.87	Moderate-term on-the-job training
Bakers	934	25%	40	\$23.00	Long-term on-the-job training

**Table B-1**  
**2020 Orange County Occupational Outlook for Jobs Not Requiring a Postsecondary Award**

Description	2020 Jobs	% Change	Annual Openings	2010 Avg Hourly Wage	Education Level
Entertainers and performers, sports and related workers, all other	1,353	0%	40	\$28.42	Long-term on-the-job training
Media and communication workers, all other	1,231	13%	39	\$21.32	Moderate-term on-the-job training
Cabinetmakers and bench carpenters	1,209	1%	38	\$15.05	Moderate-term on-the-job training
Plasterers and stucco masons	1,004	10%	37	\$12.71	Moderate-term on-the-job training
Audio and video equipment technicians	1,148	19%	37	\$24.50	Moderate-term on-the-job training
Industrial machinery mechanics	1,339	(4%)	37	\$27.94	Long-term on-the-job training
Radio and television announcers	1,150	13%	35	\$27.51	Moderate-term on-the-job training
Sheet metal workers	1,065	10%	34	\$22.92	Moderate-term on-the-job training
Automotive body and related repairers	1,693	4%	34	\$25.13	Long-term on-the-job training
Telecommunications line installers and repairers	966	25%	34	\$20.86	Long-term on-the-job training
Dental laboratory technicians	1,017	(1%)	33	\$29.06	Long-term on-the-job training
Tile and marble setters	964	13%	31	\$19.09	Long-term on-the-job training
Actors	984	(6%)	30	\$22.84	Moderate-term on-the-job training
Reille, A. (2011, January). California Center for Excellence, LA-Orange Region. <a href="http://www.coeccc.net">www.coeccc.net</a>					

## **APPENDIX C: SUMMARY OF COMPETITOR ANALYSIS**

Copies of this appendix are on file with Coastline's  
Office of Institutional Effectiveness, Research, Planning and Grant Development

# APPENDIX D: INSTRUCTIONAL PROGRAM TRENDS

Table D-1  
Coastline Community College  
Instructional Program Trend Analysis, Summer 2005 to Spring 2010

Program	Su 2005	Fall 2005	Sp 2006	Su 2006	Fall 2006	Sp 2007	Su 2007	Fall 2007	Sp 2008	Su 2008	Fall 2008	Sp 2009	Su 2009	Fall 2009	Sp 2010	Absolute Change Fall 2005 to Fall 2009	% Change Fall 2005 to Fall 2009
ACCT	54	127	122	54	97	133	140	157	192	259	355	491	302	469	736	342	480%
ANTH	77	78	122	98	121	146	68	161	195	65	163	176		227	184	149	136%
ARAB	37	42	51		60	38	20	40	55	15	30	33		35	47	(7)	12%
ART	599	1,558	1,603	491	1,311	1,301	633	1,330	1,536	705	1,375	1,680	503	1,520	1,800	(38)	16%
ASTR	213	235	217	159	229	248	281	311	297	330	299	357	90	41	147	(194)	-37%
BANK		242	188		78	67										(242)	n/a
BC	25	782	778	80	578	651	76	769	578	146	559	593	205	933	922	151	18%
BIOL	843	972	1,355	1,062	1,485	1,936	1,584	1,909	2,086	1,496	1,965	1,572	839	1,525	1,613	553	66%
BIOT							12	18	34							0	n/a
BCT	19	164	112	29	120	143	24	189	195	49	175	162	31	143	212	(21)	29%
BUS	204	631	647	251	1,013	1,422	770	1,995	2,292	1,052	2,112	1,980	215	1,871	975	1240	55%
CHEM	145	287	280	184	351	623	242	617	520	403	492	484	246	446	486	159	69%
CHIN		23	32		14	30		59	54		38	46		46	40	23	74%
CIS										35	27	65	46	50	83	50	n/a
COMM	125	213	311	169	344	407	329	568	524	297	529	493	46	448	341	235	60%
COMP		17			13											(17)	n/a
COUN	204	604	664	318	884	983	643	1,184	1,005	613	1,169	1,036		902	402	298	-33%



# APPENDIX D INSTRUCTIONAL PROGRAM TRENDS

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Program	Su 2005	Fall 2005	Sp 2006	Su 2006	Fall 2006	Sp 2007	Su 2007	Fall 2007	Sp 2008	Su 2008	Fall 2008	Sp 2009	Su 2009	Fall 2009	Sp 2010	Absolute Change Fall 2005 to Fall 2009	% Change Fall 2005 to Fall 2009
LATIN								30	19							0	n/a
LAW	99	352	335	123	298	297	86	335	303	74	294	312	77	448	456	96	30%
LEAD		8	7		5	6		8	6		7	3				(8)	-100%
MATH	803	1,102	999	696	1,034	1,449	908	1,363	1,578	1,076	1,526	1,736	787	1,634	1,674	532	52%
MRSC	145	140	148	127	162	240	169	172	166	193	190	219		169	164	29	17%
MS	42	66	47	35	52	26	23	23	28	39	62	278	40	337	197	271	198%
MUS	307	401	421	294	390	465	357	445	411	322	366	459	178	404	348	3	-13%
PE	965	1,131	1,258	930	1,206	1,418	1,148	1,405	1,469	1,165	1,659	1,691	896	1,615	1,540	484	36%
PHIL	441	677	650	385	793	931	670	1,016	989	637	1,039	980	232	947	816	270	21%
PHOT		22	13			19			47		14	49			32	(22)	45%
PHYS									31	30	40	124	92	79	129	79	n/a
POLSC	283	455	345	239	344	427	257	406	422	267	495	524	52	517	470	62	3%
PSYCH	277	859	836	289	1,082	1,363	377	1,418	1,461	567	1,571	1,669	95	1,461	1,098	602	28%
PTEC									34		50	96	50	223	161	223	n/a
RE	115	288	245	92	155	138	45	114	161	39	96	170	96	209	219	(79)	-24%
SM			1		1						23	21		23	17	23	n/a
SOC	262	372	339	265	353	476	273	506	479	311	699	686	50	634	407	262	9%
SOCS	40	168	199		176	165	49	177	199	50	220	138	46	221	113	53	-33%
SPAN	156	508	495	117	583	694	204	750	662	204	688	652		554	459	46	-10%
SPCH	41	178	159	41	174	140	46	189	196	48	188	232	72	206	220	28	24%

# APPENDIX D INSTRUCTIONAL PROGRAM TRENDS

Table D-1  
Coastline Community College  
Instructional Program Trend Analysis, Summer 2005 to Spring 2010

Program	Su 2005	Fall 2005	Sp 2006	Su 2006	Fall 2006	Sp 2007	Su 2007	Fall 2007	Sp 2008	Su 2008	Fall 2008	Sp 2009	Su 2009	Fall 2009	Sp 2010	Absolute Change Fall 2005 to Fall 2009	% Change Fall 2005 to Fall 2009
SPED	456	1,261	1,352	592	1,324	1,363	679	1,114	1,561	1,033	1,471	1,552	723	1,157	1,300	(104)	3%
THEA									19		29	38				0	n/a
VIET	38	145	110	37	136	135	23	114	175	18	181	142	18	185	209	40	44%
<b>Grand Total</b>	<b>10,200</b>	<b>20,856</b>	<b>21,829</b>	<b>10,702</b>	<b>22,203</b>	<b>25,994</b>	<b>14,224</b>	<b>27,142</b>	<b>28,115</b>	<b>16,116</b>	<b>27,874</b>	<b>29,349</b>	<b>8,650</b>	<b>27,837</b>	<b>25,907</b>		

## **APPENDIX E: PROGRAM QUALITY SURVEY RESULTS**

Copies of this appendix are on file with Coastline's  
Office of Institutional Effectiveness, Research, Planning and Grant Development



## **APPENDIX F: ENROLLMENT SCENARIOS AND PROJECTIONS**

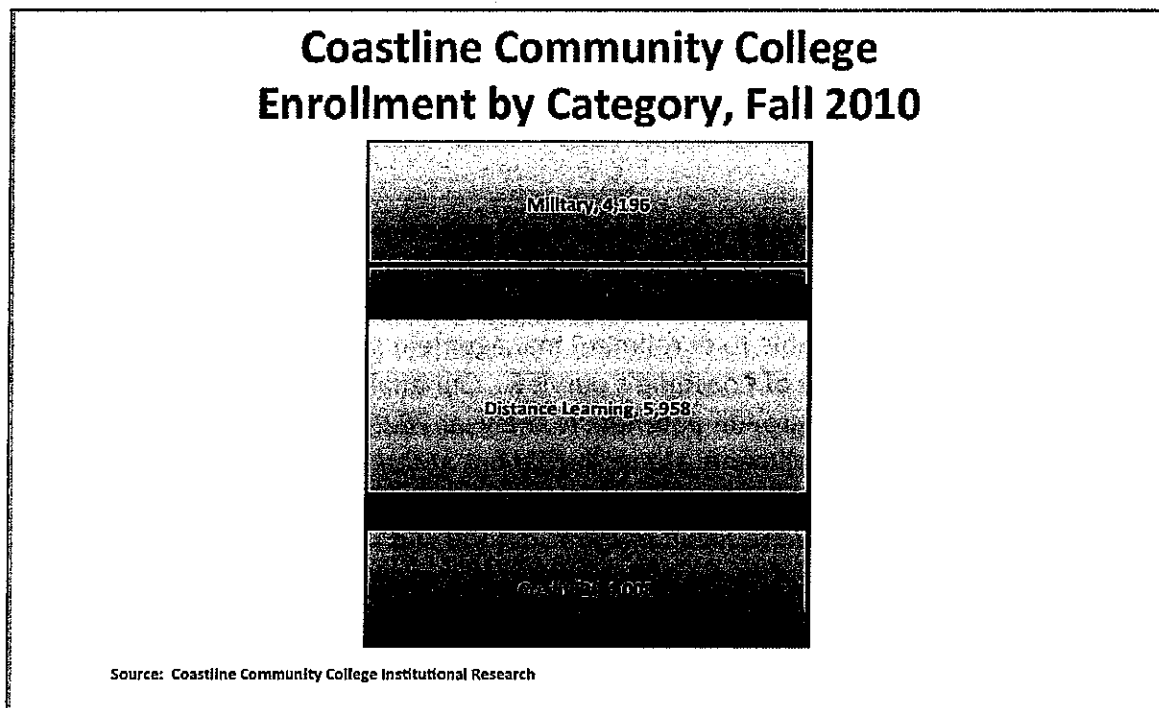
### **Executive Summary**

This report details both enrollment scenarios and projections for Coastline Community College through 2020. Two distinct methodologies are used to build these scenarios based on enrollment types: (1) existing market shares for face-to-face credit and noncredit enrollments were overlaid on official California demographic projections for 2020; and (2) existing enrollment trends for distance learning, military, and incarcerated enrollments extrapolated to 2020. We use these techniques to estimate enrollments based on the status quo, i.e., the effect of not changing the college's fundamental approach to enrollment management by creating new programs, eliminating nonproductive programs, and/or pursuing new market segments.

The underlying demographics of Orange County and other counties from which Coastline now draws students mitigates against large enrollment gains in younger age segments as well as the mid-career adults segment. Two other enrollment sources—military and incarcerated—are not as amenable to enrollment management strategies since decisions about their funding sources lie outside of Coastline's purview. Our analyses indicate that most of Coastline Community College's growth potential to the year 2020 will be in the area of distance learning. Distance learning enrollments are malleable but at the same time the most difficult to project since, in theory, there are no boundaries for online education. The scenarios that conclude this report are intended to help Coastline identify and refine its enrollment management efforts.

## Enrollment Categories

Coastline is unlike most community colleges in the range of its programs and its reliance on entrepreneurial programs. Enrollment categories in place at Coastline are depicted below and account for the fall 2010 unduplicated headcount enrollment of 17,066 (Figure 1). Military, incarcerated, and distance learning enrollments occur off-campus. Distance learning headcount enrollment consists of students enrolled in fully online classes. Hybrid classes are counted in the non-credit or credit face-to-face categories below.



## Methodology

The complexity of Coastline Community College's enrollments makes employing two techniques to estimate future enrollments necessary. The first technique is a "market share" approach for credit and noncredit enrollments. These enrollments are geographically bounded, meaning that official population estimates can be paired with current market shares by age, race/ethnicity, and gender to calculate penetration rates. Current penetration rates, in turn, can be used to estimate the effect of enrollment management strategies the College may choose to implement. The second technique utilizes linear prediction based on past trends. Since military, incarcerated, and distance education enrollments are not based on a particular geography, linear analysis is the best choice for estimating future enrollments.

**Market share.** Market share estimates have several advantages. They can be updated as official demographic data become available from the California Department of Finance or other official sources. The advantage to Coastline Community College is that these projections are based on stable data; the market share approach has greater credibility than enrollment

projections based on assumptions that may or may not be accurate. An additional advantage for the market share approach is it allows the modeling of the effects of different decisions Coastline Community College could make to increase the proportion of enrollment in key market segments. We offer these scenarios below for key age ranges. These scenarios, like the baseline projections, can be modified as Coastline Community College gains experience in penetrating markets using the data of this report as a starting point. The College is encouraged to use the data presented here to make periodic adjustments and to monitor the effectiveness of its enrollment management strategies.

**Trend line model.** The second technique, the trend line model, bases enrollment estimates on regression analysis of the trends in enrollment categories over a period of five years. If the enrollment in a category has stabilized, there will be no projected change in enrollment for the coming year. If enrollment has steadily increased or decreased, the projection will be based on a continuation of the trend. No provision is made in this model to adjust for abrupt changes that may occur in an individual program, meaning that the model should also be run periodically to adjust for these changes.<sup>1</sup>

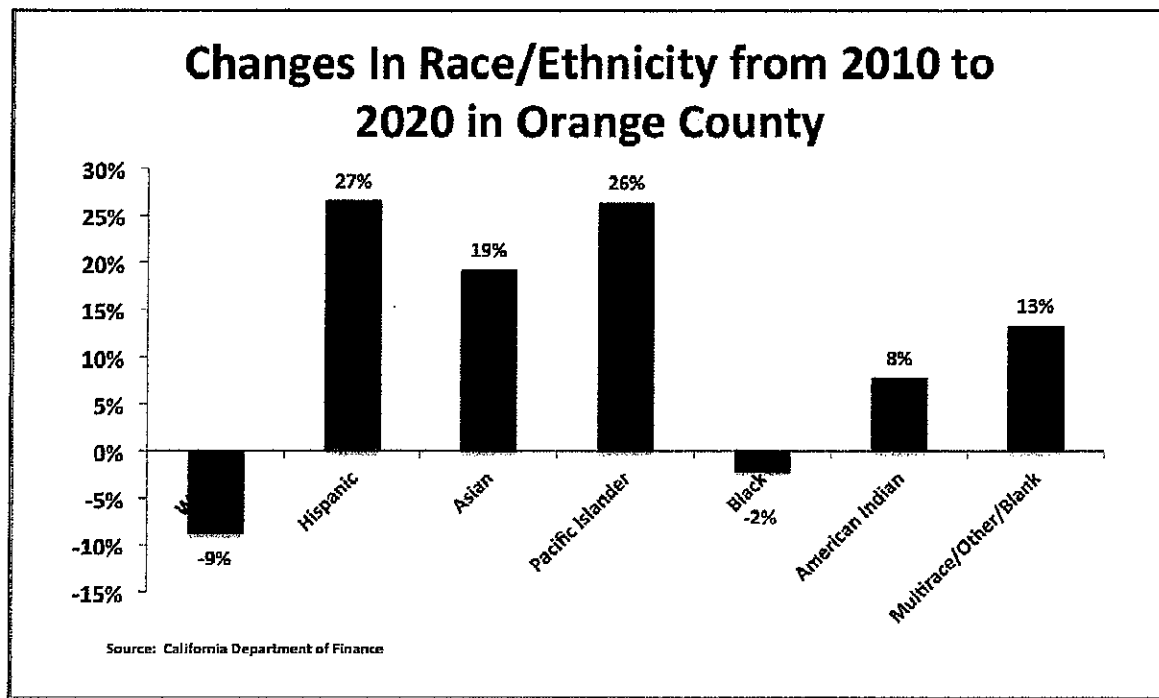
**Limitations.** Projective data by age range and race/ethnicity needed to calculate market shares are unavailable for areas closest to the Coastline Community College. Accordingly, this study uses all of Orange County as a base as well as the same demographic data for all of California to reflect the 8 percent of current credit and noncredit enrollments from outside Orange County. A second limitation is that study projections and simulations do not factor the impact on enrollment of increased retention. That is, the projective data reported here might be higher given improvements not just in recruitment but also in a total enrollment management effort that produces higher rates of retention.

### Demographics of Orange County

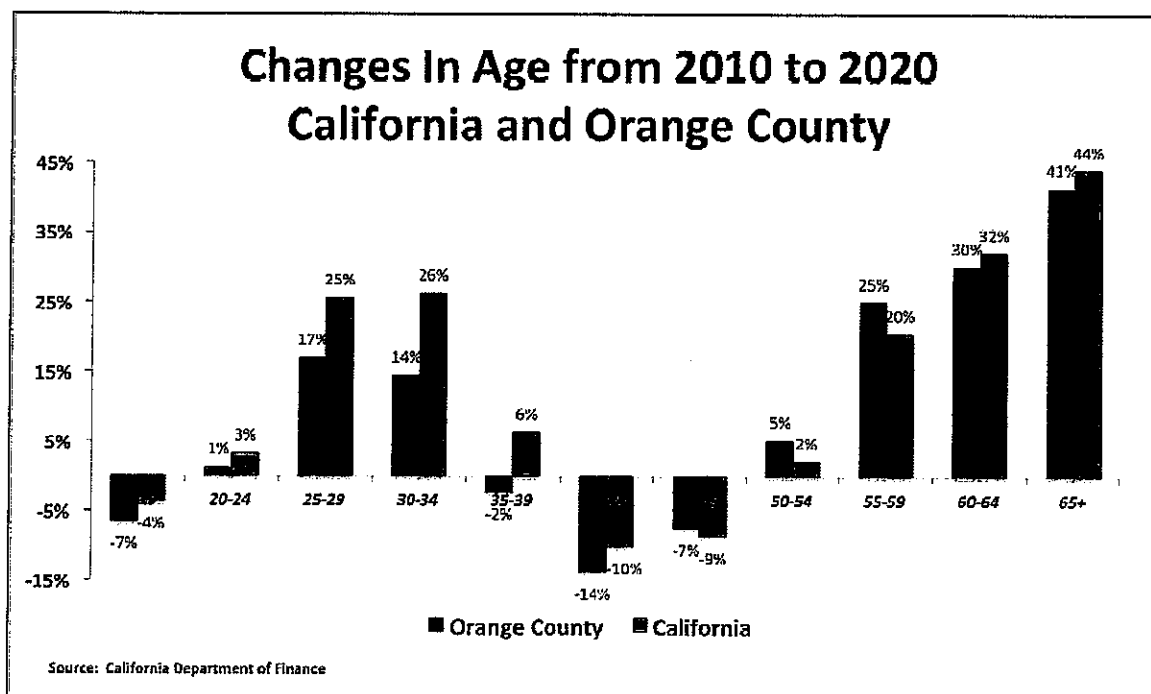
Coastline Community College draws 92% of its current face-to-face enrollment in credit and noncredit classes from Orange County. This makes Orange County demographic changes a focal point for understanding the future of enrollment management strategies at Coastline. Official projections from the California Department of Finance show that Orange County will see a decline in White and Black populations that will be offset by growth in its Hispanic, Asian, and Multiracial populations (Figure 2). Coastline appears currently to draw more students from growing subpopulations, a hopeful sign for future enrollment (Appendix A).

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<sup>1</sup> The equation for this model is  $Y = a + bc$  where  $Y$  = future enrollment,  $a = \bar{y} - b\bar{x}$ , and  $b = \frac{\sum(x - \bar{x})(y - \bar{y})}{\sum(x - \bar{x})^2}$



Changes in age ranges will challenge the College since several key potential market segments are predicted to decrease (Figure 3). Most notably, the 15-19 year old age range is expected to decline by 7%. Since this group is most likely to be a future source of full-time enrollment and, since competition for this segment will be intense, the College should consider whether strategies for attracting and retaining this younger demographic will return desired enrollment. Orange County's overall decrease in working-aged adults also mirrors California's decline in key age ranges. Developing new programs targeted for mid-career adults will need to account for these decreases.

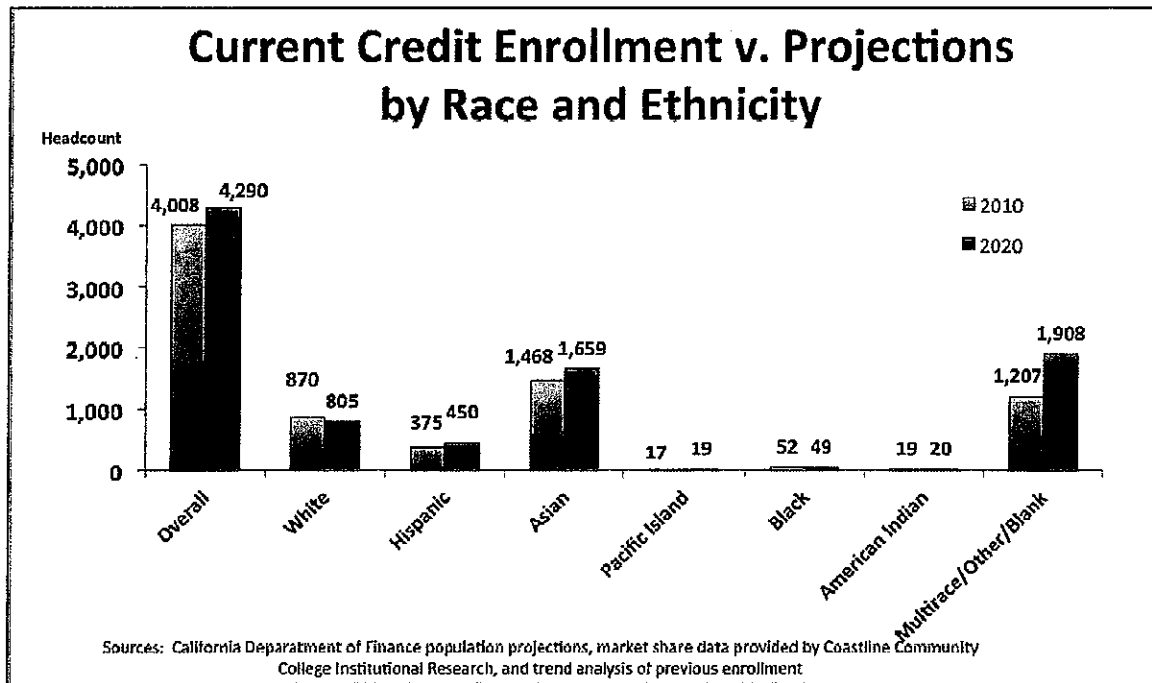


### Credit Face-to-Face Enrollment

In fall 2010 face-to-face credit enrollment accounted for 4,008 unduplicated headcount, representing 23% of Coastline's total enrollment. Ninety percent of students enrolled in face-to-face for credit classes reside in Orange County. Age-wise, the 15 to 19-age range is the largest segment of enrollment, with the 20-24 and 25-29 ranges close behind. The over 55-age segment also represents a substantial portion of enrollment. Overall, the credit enrollment group is 61.5% female.

**Market shares for credit courses.** If Coastline does nothing to increase existing market shares across age groups and races (in other words, maintains the status quo), enrollment growth will be quite modest between 2010 and 2020, increasing from 4,008 to 4,290, a 7% overall increase (Table 1). This projection is based on market shares of existing enrollments and the demographic shifts in the county and state. These overall demographic changes include a decreasing number of younger adults regionally and significant growth in the over 55 set, as Orange County ages. Enrollment growth in the 55 and older set and in the 25-34 age groups is offset by shrinkage in the 15-19 and 40-49 year age groups (See Figure 3). Figure 4 depicts the effect of these status quo projections on race and ethnicity.

Table 1 Current Credit Enrollment and Status Quo Projections by Age Range				
Range	2010	2020	Numerical Change 2010- 2020	% Change 2010-2020
15-19	660	617	-43	-6.5%
20-24	675	686	11	1.6%
25-29	570	674	104	18.3%
30-34	371	429	58	15.5%
35-39	312	307	-5	-1.6%
40-44	311	270	-41	-13.3%
45-49	255	236	-19	-7.4%
50-54	233	245	12	4.9%
55-59	192	239	47	24.7%
60-64	172	224	52	30.1%
65+	257	364	107	41.5%
All	4,008	4,290	282	7.0%



## Noncredit Face-to-Face Enrollment

Non-credit enrollments comprise just fewer than 7% of total enrollments at Coastline as of the fall of 2010. These enrollments draw heavily from the over 55 segment of the population, who represent 37% of all non-credit enrollments, as retirees and other older adults seek to upgrade their skill sets and/or pursue leisure learning. As these characteristically active and engaged baby boomers continue to retire, this trend may help grow Coastline's non-credit enrollments. Demographically, the Asian community is the largest segment of non-credit enrollments at 44% of the total (See Appendix A for a complete race and ethnicity breakdown of current enrollments and market share).

**Market shares for noncredit courses.** Assuming that Coastline does nothing to increase its market shares (status quo) in the non-credit enrollment category, enrollment gains will also be modest, adding a only projected additional 171 students. A status quo approach to noncredit enrollment means that the over 55 demographic will grow as will the 25-34 age groups. These gains, however, will be offset by declines in the 15-19 and 30-49 age ranges (Table 2). Figure 5 depicts the effect of status quo enrollment on race and ethnicity.

Table 2 Current Noncredit Enrollment and Status Quo Projections by Age Range				
Range	2010	2020	Numerical Change 2010-2020	% Change 2010- 2020
15-19	37	35	-2	-6.49%
20-24	113	114	1	1.28%
25-29	92	108	16	17.36%
30-34	86	99	13	14.56%
35-39	97	95	-2	-2.14%
40-44	109	94	-15	-13.61%
45-49	84	78	-6	-7.35%
50-54	89	94	5	5.12%
55-59	45	56	11	24.85%
60-64	46	60	14	30.04%
65+	331	468	137	41.45%
All	1,129	1300	171	15.16%

## Distance Learning Enrollment

Distance learning accounts for more than one-third of Coastline Community College's total enrollment in fall 2010 and enrollments are trending upward (Figure 6). The upward trend in distance learning enrollment can be extrapolated to fall 2020 when a headcount of 9,420 could be expected (Table 3). This 2020 target is only a minimum, however, since it is estimated based on *past* enrollment trends. Voorhees Group LLC believes that Coastline's distance

learning potential can be significantly higher than this predicted trend. Aggressive program development matched to learner and business needs could result in enrollments that are double those estimated by past trends.

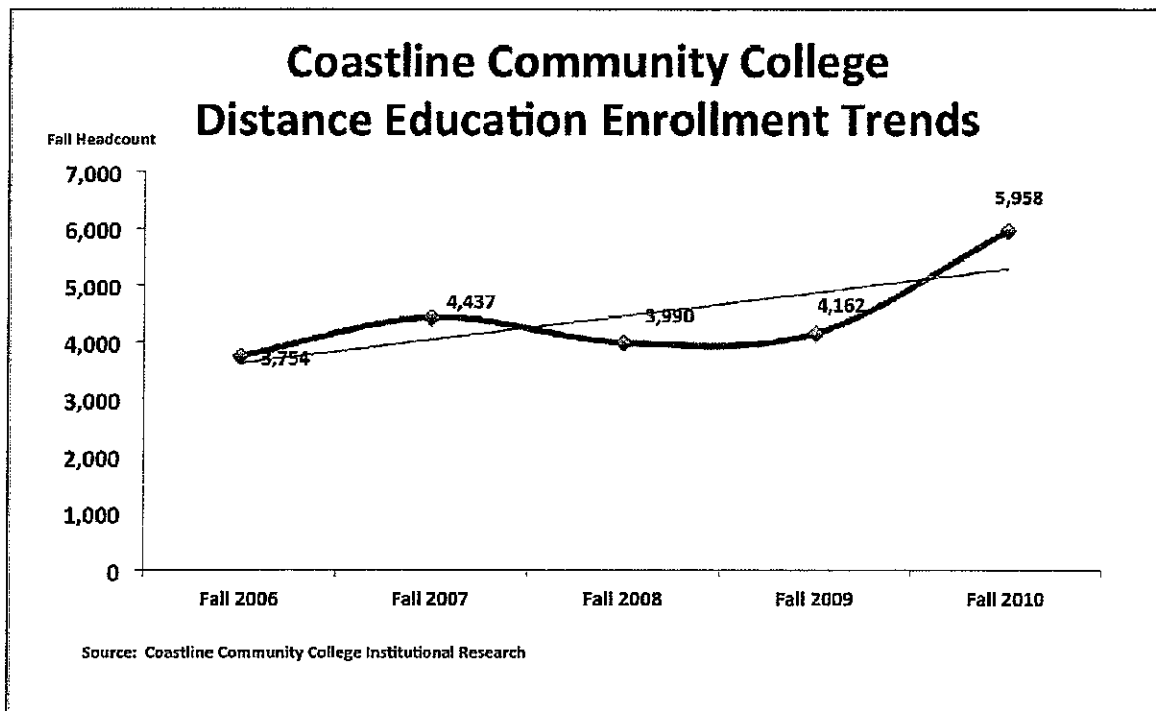
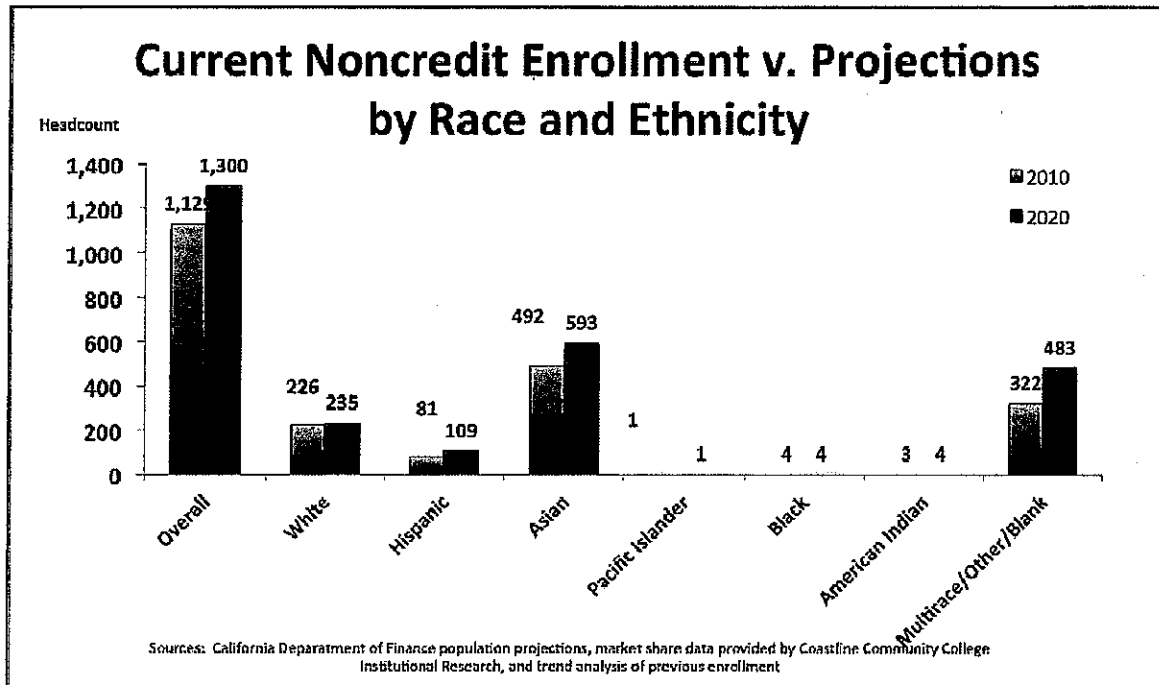




Table 3 Distance learning Enrollment Trends and Status Quo Forecast	
Fall Term	Headcount
2006	3,754
2007	4,437
2008	3,990
2009	4,162
2010	5,958
2011	5,700
2012	6,113
2013	6,527
2014	6,940
2015	7,353
2016	7,767
2017	8,180
2018	8,593
2019	9,007
2020	9,420

## Military Enrollment

Coastline's military enrollments are trending downward (Figure 7). According to college officials, competition for military enrollments is intensifying among community colleges and for-profit institutions. Since the military program produces cash revenue for the college, future enrollment is a concern to the College. Analysis based on only these past trends suggests that military enrollment could disappear by 2020 (Table 4). We believe that will not automatically be the case, but it does signal the need for Coastline to support efforts to increase its military enrollment.

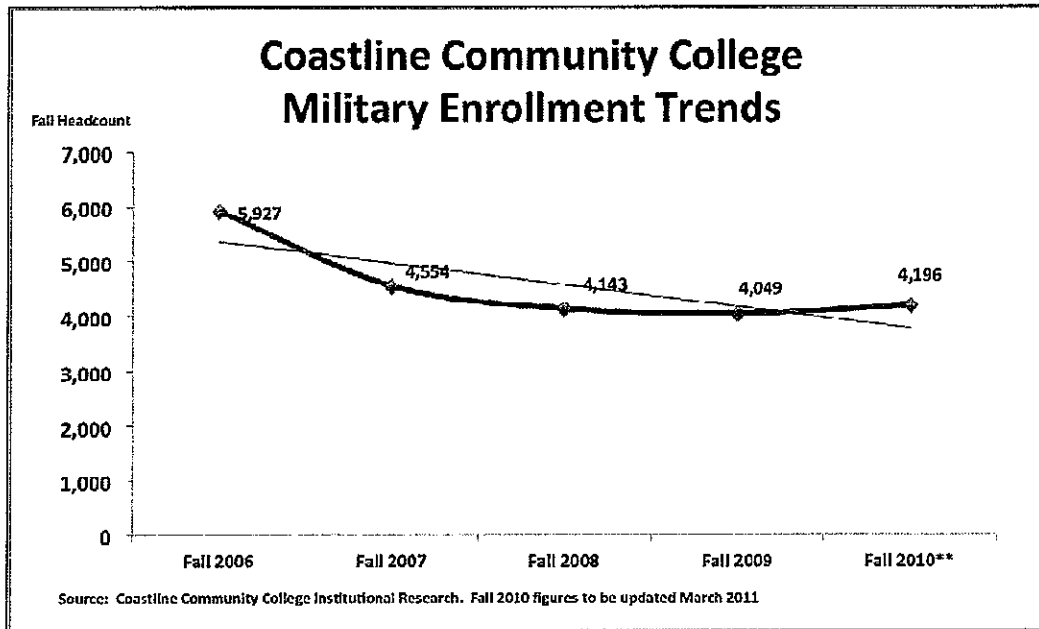
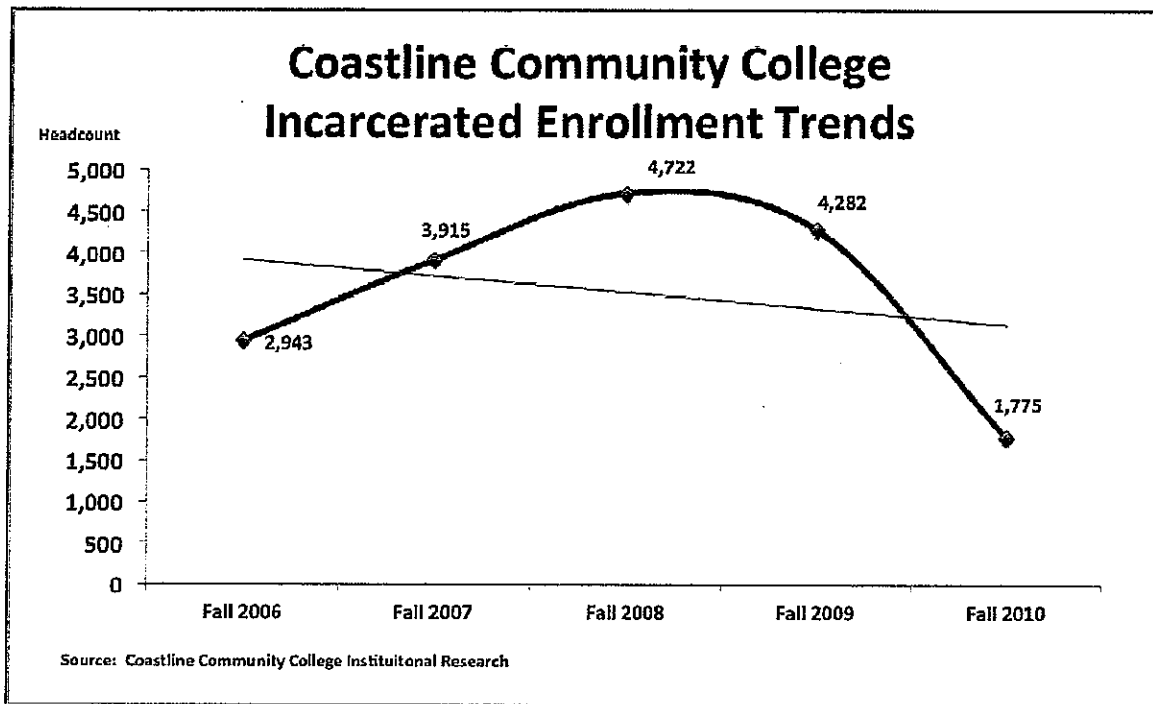


Table 4 Military Enrollment Trends and Status Quo Forecast	
Fall Term	Headcount
2006	5,927
2007	4,554
2008	4,143
2009	4,049
2010	4,196
2011	3,384
2012	2,987
2013	2,590
2014	2,194
2015	1,797
2016	1,400
2017	1,004
2018	607
2019	210
2020	-187

## Incarcerated Student Enrollment



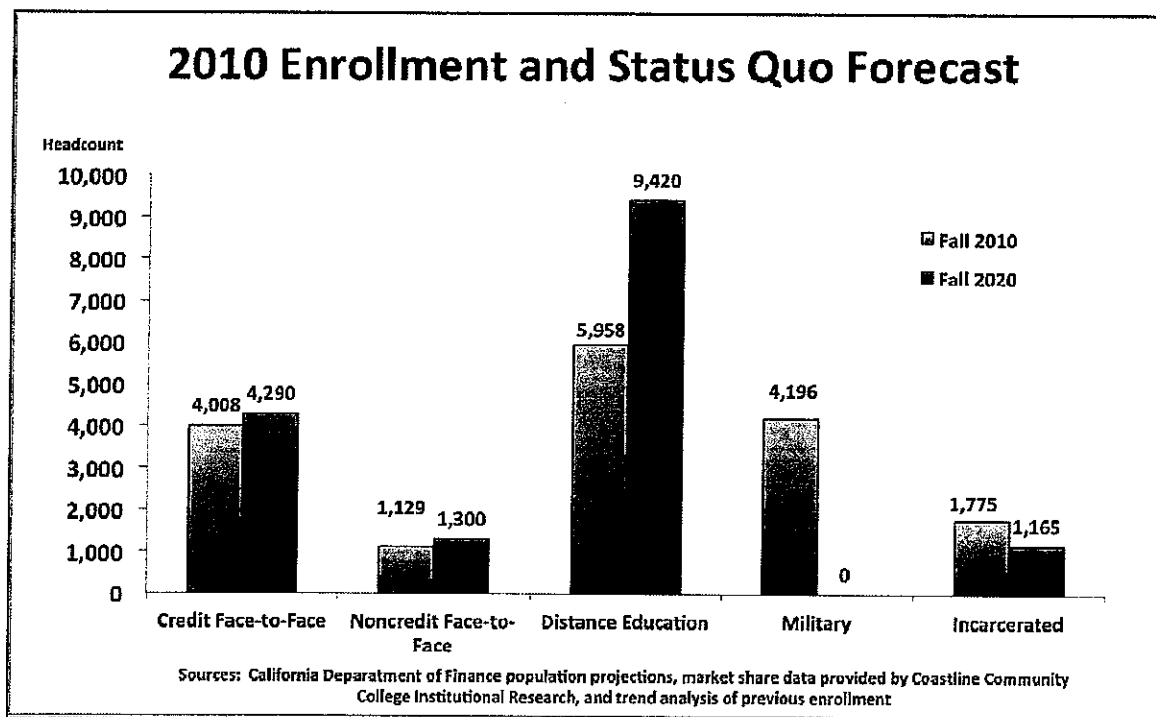
Incarcerated enrollments are influenced by resources available from the California Department of Rehabilitation and Corrections to pay for inmate's enrollment in higher education. These resources have been cut recently and the corresponding influence on incarcerated enrollments is depicted below (Figure 8 and Table 5).

Table 5 Incarcerated Enrollment Trends and Status Quo Forecast	
Fall Term	Headcount
2006	2,943
2007	3,915
2008	4,722
2009	4,282
2010	1,775
2011	2,937
2012	2,740
2013	2,543
2014	2,346
2015	2,149
2016	1,952
2017	1,755
2018	1,558
2019	1,362
2020	1,165

## Enrollment Scenarios

The places from which Coastline Community College draws enrollment are unlike most other colleges. Enrollment at CCC comes from five main categories, some of which the college can influence directly and some only indirectly. Of these categories, incarcerated enrollments are the most difficult predict since funding for enrolling prisoners is subject to the resources available for education through the California Department of Corrections and Rehabilitation. The second most difficult source of enrollment to forecast is military programs where intense competition and changing federal regulations heavily influence how many locations and military personnel the college can serve. Distance learning enrollments are methodologically somewhat difficult to predict since, at least in theory, the college could draw students from around the world, given the right mix of programming, outreach, and student services support. The final two categories, face-to-face credit and noncredit enrollment are easier to predict since they are based on the current penetration rate by race and age range matched to official county population figures published by the California Department of Finance.

### Status Quo Projections to 2020



For purposes of illustration, we present enrollment simulations based on linear projections for distance learning, military, and incarcerated enrollments based on recent trends. We also use current market shares as a basis for developing scenarios for credit and noncredit programs. We term these baseline forecasts *status quo* because they suggest what *could* happen without any intervention by the College to change enrollment in these five categories. Namely, were Coastline not to pursue new program alignment with new and existing learners as well as negotiations with its partners in The California Department of

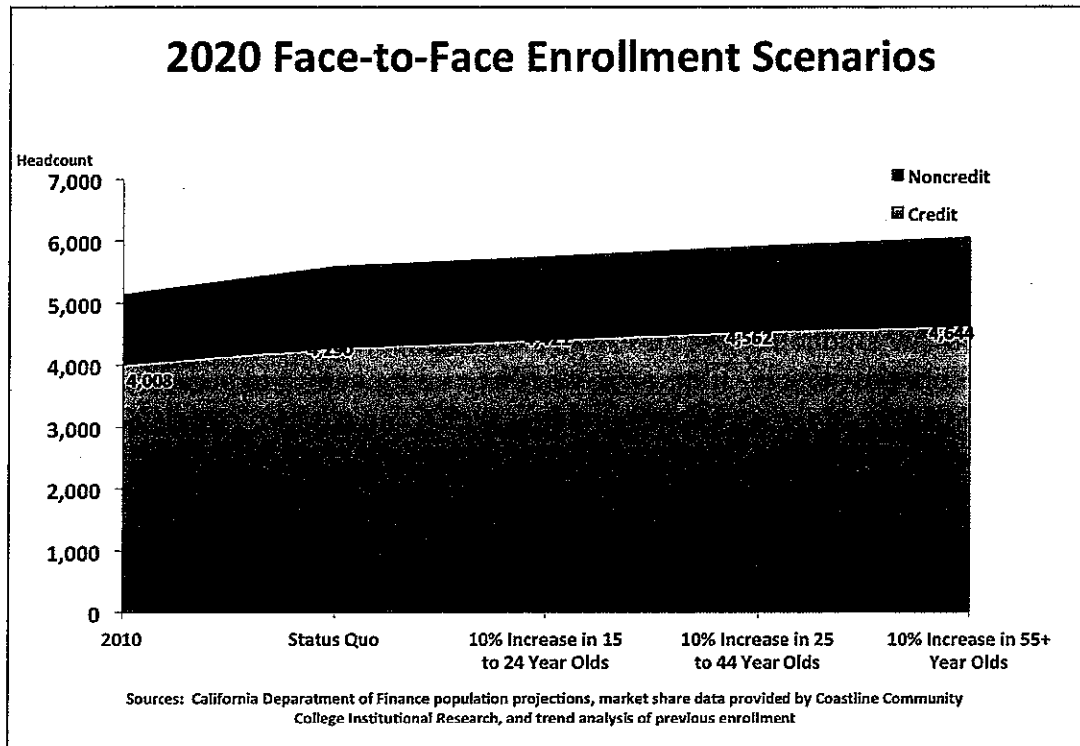
Corrections and Rehabilitation and in the Department of Defense, the likelihood of status quo projections would become evident. We emphasize that these are estimates based on current trends, current participation rates, and assumptions about the college's capability matched with the likely effect of external influences that can be controlled and those that cannot. For example, it is unlikely that Coastline's military programs will decrease to zero by 2020, but nevertheless that is one possibility given the increased competition by other colleges, chiefly for-profit colleges, in pursuing military contracts and the current status of military enrollment trends. Similarly, it is possible that incarcerated enrollment could decline as depicted above but the health of incarcerated enrollments depends on budgetary decisions made in Sacramento. The modest gains depicted for face-to-face enrollments are the result of very modest population gains in the counties served by Coastline as mentioned above.

### Beyond Status Quo Projections

**Scenarios for Face-to-Face Programs.** Status quo projections provide a baseline for estimating future enrollments and for informed discussions about realities facing the College. They do not, however, account for the effect of enrollment management options that Coastline can implement. For example, the College may make a conscious effort to increase its enrollment of younger students (aged 15 to 24), a demographic that is often referred to as traditional-aged college students. It may also decide to target early and mid-career working adults (aged 24 to 44) or to recruit baby boomers (aged 55 and older). Table 6 depicts the effect of increasing market shares given the underlying demographics for Orange County (and to a lesser extent other counties from which Coastline draws students, chiefly Los Angeles County) on overall enrollments to 2020.

Table 6 2020 Enrollment Scenarios for Face-to-Face Enrollments							
		10% Increase in 15 to 24 Year Olds		10% Increase in 25 to 44 Year Olds		10% Increase in 55+ Year Olds	
Type	Status Quo Projection	Number Gained	Effect on Status Quo Enrollment	Number Gained	Effect on Status Quo Enrollment	Number Gained	Effect on Status Quo Enrollment
Credit Face-to- Face	4,290	130	4,420	141	4,431	83	4,644
Noncredit Face-to- Face	1,300	15	1,315	30	1,315	58	1,358
TOTALS	5,590	145	5,772	171	5,907	141	6,048

The scenarios in Table 6 yield only modest gain in overall enrollments for each 10% increase in market share for each age range. This is because of accompanying decreases in two of these demographic groups in Orange County and California (the 15 to 24 and 25 to 44 year old segments) through 2020 as reported above (Figure 2). The exception is the 55+ demographic which is projected to grow by more than 40%. This group, however, will be the most difficult to attract to credit programs since they will largely be beyond the age in which they might pursue skill upgrading or credentials and instead might seek short-term learning experiences matching their current interests. Figure 9 depicts the cumulative effect of increasing these market segments through 2020.



**Scenarios for Distance learning, Military, and Incarcerated Enrollments.** Table 7 depicts four scenarios for these programs, based on their enrollment in fall 2010. Several of these programs are trending downward (military and incarcerated) while, if present trends continue, distance learning is forecast to exceed the targets suggested below.

Table 7 2020 Enrollment Scenarios for Distance learning, Military, and Incarcerated Enrollments				
	10% Decrease Over 2010	10% Increase Over 2010	20% Increase Over 2010	30% Increase Over 2010
Distance learning	5,362	6,554	7,150	7,745
Military	3,776	4,616	5,035	5,455
Incarcerated	1,598	1,282	2,130	2,308
TOTAL	10,736	12,452	14,315	15,508

## Summary

The composition of Coastline Community College's enrollment presents several challenges to traditional enrollment forecasting and scenario building. Less than one-third of the College's current enrollment occurs in traditional, face-to-face settings. Future growth in face-to-face enrollments will be constrained by decreases in the numbers of prospective younger students and early career working aged adults. Any college located in Orange County would be challenged by attempting to penetrate more deeply into these key market segments at a time when they are shrinking.

Fortunately, Coastline can draw from its experience in entrepreneurial education to offset these underlying demographics. There are challenges there as well, however, as funding mechanism for learners in prisons and in the military are determined by external entities. While Coastline can perhaps influence these external decisions, the current budget crisis in the state looms large. California's dire budget problems, for instance, are likely to erode funding for inmate education even further. As noted earlier, competition from other colleges and universities, a proportion of which consists of new for-profit providers, may also spell a continuing downward trend in military enrollments. The result of these externalities is that two large sources of enrollment for Coastline may not be as dependable as in previous years. Distance learning enrollments, on the other hand, show a sharp upward trend that yields a forecast of an additional 3,400 students by the year 2020. In fact, Voorhees Group LLC believes that a simple trend forecast does not do justice to the enrollment potential we have observed for distance learning and its future given that appropriate niches are identified and pursued.





**Coast Community College District**  
**BOARD POLICY**  
Chapter 2  
Board of Trustees

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**BP 2015 Student Trustee, Board of Trustees**

There shall be included within the membership of the Board of Trustees a non-voting student who shall be selected and shall serve in accordance with procedures established by Board. The Student Trustee of the Coast Community College District shall meet these minimum qualifications:

1. The Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office.

In addition, the following requirements shall be met:

a. Hold at least a 2.0 cumulative GPA when applying for the position.

b. Maintain at least a 2.0 GPA during the term of office.

2. The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.

3. The Student Trustee must be at least 18 years of age before assuming office.

**DUTIES AND RESPONSIBILITIES**

Pursuant to California Education Code Section 72023.5(a), the Student Trustee of the Coast Community College District attends all Regular and Special meetings of the Board of Trustees. The Student Trustee as a non-voting member of the Board **may cast an advisory vote which shall be recorded but shall not be counted towards the outcome of the vote**, may make motions, second motions, and participate in Trustee discussions. The Student Trustee receives all correspondence, agendas, agenda attachments, staff reports, minutes, and other materials which regular Trustees receive, except those matters which pertain to Closed Session items. The Student Trustee does not participate in Closed Sessions of the Board. The Student Trustee is appointed by the Board in May of each year to serve a one-year term, commencing on June 1<sup>st</sup>, and expiring on the following May 31<sup>st</sup>.

The Student Trustee's primary duty and responsibility is to bring a student perspective to all Board of Trustee meetings for the Coast Community College District. The Student Trustee participates in all Board meetings to express a student's perspective. The Student Trustee may gather individual or group student opinions for presentation to the Board on agenda matters. The Student Trustee provides a report at Regular Meetings of

the Board on his or her own activities as Student Trustee, as well as those of the District Student Council.

Under the direction of the Secretary of the Board of Trustees, the Student Trustee is responsible for other specified student matters including serving as the Chair of the District Student Council. The Student Trustee annually leads the recruitment and selection of his/her successor, and acts as Chair of the Student Trustee Selection Committee which recommends the successor Student Trustee to the Board of Trustees. The Student Trustee plays a key role in the annual retreat of the District Student Council and the annual Student Lobby Day in Sacramento, and provides leadership in District programs such as Congress to Campus and other similar Board-approved District-wide programs. In each of these activities, the Secretary of the Board of Trustees, under the direction of the Board Clerk, shall have oversight responsibility.

#### STUDENT TRUSTEE TRAVEL

The Student Trustee is encouraged to attend the annual student trustee training conference sponsored by the Community College League of California. In addition to this state-wide conference, the Student Trustee may attend one additional community college conference at District expense, if approved in advance by the Board of Trustees.

#### COMPENSATION FOR THE STUDENT TRUSTEE

Compensation of the Student Trustee shall be \$200 per month for Regular Meeting attendance. Such compensation shall be paid to Student Trustees who are absent only if the Board, by Resolution, finds that the Student Trustee is, at the time of the meeting, performing services outside the meeting for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

#### MILEAGE STIPEND FOR THE STUDENT TRUSTEE

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Adopted December 14, 1983  
Revised February 17, 1999  
Revised August 16, 2006  
Revised February 18, 2009  
Replaces CCCD Policy 010-2-14, Fall 2010

## AMENDED CONTRACT FOR INVESTIGATIONS

This Amended Contract for Investigations ("Contract") is made by and between Susan Woolley ("Woolley") and the Coast Community College District ("District"). Woolley and the District agree as follows:

1. **Scope of Work.** The District is retaining Woolley to investigate personnel matters, as requested by the District. Investigations will be conducted by Woolley or her employees. Upon completion of an investigation, Woolley will provide the District a written report. Woolley agrees to provide any supplemental information requested by the District.
2. **Term.** This term of this Contract is June 16, 2011 through June 30, 2012.
3. **Materials.** The District agrees to provide Woolley with access to all documents, exhibits, materials, or information ("Materials") related to the investigations which are necessary for Woolley to complete work pursuant to this Contract. The District agrees to promptly provide Materials to Woolley upon her request, so long as the District is not prohibited from providing Materials.
4. **Reporting.** During the course of the investigations, Woolley will report directly to the District's General Counsel. All privileges shall apply to the work performed by Woolley.
5. **Independent Contractor.** Woolley is retained as independent contractor and not as an employee of the District.
6. **Fees for Services.** For all services rendered, the District will pay Woolley a discounted hourly rate of \$250 per hour billed in 1/10 hour increments, and exclusive of travel costs, which will be billed as set forth in Paragraph 8 below.
7. **Payment Terms.** Woolley shall present invoices monthly or as otherwise requested by the District. All undisputed invoices are due and payable upon receipt. The District agrees to notify Woolley of any errors or disputed charges within ten business days of the District's receipt of each invoice. Absent such timely notification, all invoiced charges and amounts billed shall be deemed accepted as accurate and payable by the District. Payment shall be made either by wire to Woolley's bank account or by direct payment to Woolley's address as provided in Paragraph 15. The District's obligations to deliver payment in full in accordance with the terms of this Contract are not contingent on any particular findings by the investigator or on the outcome of the investigation.
8. **Travel.** Time spent in transit, but not working directly on services pursuant to this Contract, shall be compensated at a discounted hourly rate of \$125 per hour. Where Woolley is working directly on services pursuant to this Contract while in transit, she shall be compensated at her regular hourly rate of \$250 per hour. Travel time is billed portal-to-portal.

9. **Additional Expenses.** The District agrees to reimburse Woolley for all of her out-of-pocket expenses reasonably incurred in performance of this Contract, including but not limited to expenses relating to mailing, word processing, travel expenses, parking fees, messenger or overnight delivery charges, long-distance telephone charges, and electronic research fees. Mileage will be billed at 55¢ per mile.
10. **Confidentiality.** It is understood that Woolley will not disclose to anyone any facts relating to the investigation, except: (1) to the District's General Counsel and to individuals designated by him; (2) to others involved in the investigation, but then only to the extent strictly necessary to conduct the investigation; and (3) to others as required by law.
11. **Indemnity and Hold Harmless.** Woolley agrees to indemnify and hold the District harmless for any claims, damages, or complaints against the District arising directly out of Woolley's performance under this Contract. The District agrees to indemnify and hold Woolley harmless for any claims, damages, or complaints against Woolley arising directly out of the District's performance under this Contract.
12. **Termination.** The District may terminate this Contract at any time upon written notice of ten business days to Woolley. Woolley agrees to cease all work under this Contract on or before the effective date of such notice. In the event of termination or cancellation of this Contract by the District without cause, due to no fault or failure of performance by Woolley, Woolley shall be paid for work done in accordance with all of the terms and provisions of this Contract. In the event of termination by the District for cause, Woolley shall be paid for all services satisfactorily performed prior to the effective date of termination or cancellation.
13. **Severability.** If any provision of this Contract is deemed unenforceable, the remaining provisions will be given full force and effect.
14. **Governing Law.** This Contract will be governed by and construed, interpreted, applied, and enforced according to the laws of California, including California law relating to choice of law.
15. **Counterparts.** This Contract may be signed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same Contract.
16. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relating to the subject matters set forth herein.

17. **Notice.** Any notice required under this Agreement shall be hand delivered or sent via certified mail, return receipt requested, and addressed or delivered to the party receiving notice at the address designated below. All such notices shall be addressed as follows:

**DISTRICT**

Jack P. Lipton  
General Counsel  
Coast Community College District  
BURKE, WILLIAMS & SORENSEN, LLP  
2875 Michelle Drive, Suite 350  
Irvine, California 92606-1028

**WOOLLEY**

Susan Woolley  
Attorney at Law  
35 N. Lake Avenue  
Suite 960  
Pasadena, CA 91101

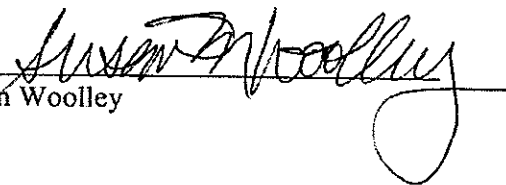
IN WITNESS WHEREOF, the Parties hereto have executed the Contract as of the date first mentioned above.

**Coast Community College District:**

By: \_\_\_\_\_  
Jerry Patterson  
President of the Board of Trustees  
Coast Community College District

Dated: June \_\_\_\_, 2011

**Susan Woolley:**

By:   
Susan Woolley

Dated: June 6, 2011



## **CLINICAL TRAINING AFFILIATION AGREEMENT**

### **(Without School Instructor on Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of, May 9, 2011 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Joseph Hospital of Orange ("Hospital"), and **Coast Community College District on behalf of Orange Coast College** ("School").

### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

#### **1. RESPONSIBILITIES OF SCHOOL**

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

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

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

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

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

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

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

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

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or



cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

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

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

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

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

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

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

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

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional

materials for use in the Program(s), subject to reasonable availability.

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

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

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

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

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

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

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

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory

manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

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

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

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

#### **4. GENERAL PROVISIONS**

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

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

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

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

4.5 Non-Discrimination. Neither party shall discriminate unlawfully against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual

preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

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

If to Hospital: St. Joseph Hospital of Orange  
1100 W. Stewart Drive  
Orange, CA 92863-5600  
Attn: Katie Skelton, VP of Patient Care Services

If to School: Orange Coast College  
2701 Fairview Rd., P.O. Box 5000  
Costa Mesa, CA 92628-5005  
Attn: President

With a copy to: Vice Chancellor  
Administrative Services  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

#### **"HOSPITAL"**

By: \_\_\_\_\_  
Its: Katie Skelton, VP of Patient Care Services  
Date: \_\_\_\_\_

#### **"SCHOOL"** ORANGE COAST COLLEGE

By: \_\_\_\_\_  
Kevin Ballinger  
Title: Dean of Consumer and Health Sciences

Date: \_\_\_\_\_

#### COAST COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Jerry Patterson  
Title: President, Board of Trustees

Date: \_\_\_\_\_

## **EXHIBIT A**

### **PROGRAMS**

**(Without On-Site School Instructor)**

Name of Department at School:

School of Allied Health Professions

Cardiovascular Technology

Dental Assisting

Diagnostic Medical Sonography

Dietetic Technology/Nutrition

Medical Assistant

Neurodiagnostic Technology

Polysomnography

Radiologic Technology

Respiratory Care

Speech/Language Pathology Assistant



CCCD Contract No.: \_\_\_\_\_

**STANDARD ARCHITECTURAL SERVICES AGREEMENT**

**Between**

**COAST COMMUNITY COLLEGE DISTRICT**

*and*

**HILL PARTNERSHIP INC.**

**For the Orange Coast College Planetarium Project**

**On the Property Located at**

**2701 Fairview Rd., Costa Mesa, CA 92626**

**Attachment 30**

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Exhibit “A”: Description of Project

Exhibit “B”: Key Personnel

Exhibit “C”: Schedule of Project Deadlines

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Exhibit “M”: Architect’s Statement of Qualifications and Proposal

## COAST COMMUNITY COLLEGE DISTRICT STANDARD ARCHITECTURAL SERVICES AGREEMENT

This Standard Architectural Services Agreement (this "**Agreement**") is made and entered into by and between Coast Community College District, a community college district organized and operating pursuant to Education Code Sections 70900 *et seq.* (the "**District**"), and Hill Partnership Inc, a Corporation (the "**Architect**"). The District and the Architect are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement is made with reference to the following facts:

### RECITALS

A. Each person performing professional architectural services hereunder on behalf of the Architect shall be fully licensed by the California Architects Board (the "**CAB**") to provide architectural services in conformity with the laws of the State of California. Each person performing professional engineering or surveying services hereunder on behalf of the Architect shall be fully licensed by the California Board for Professional Engineers and Land Surveyors (the "**CBPELS**") to provide engineering or surveying services in conformity with the laws of the State of California.

B. The District now owns, or is in the process of acquiring, certain real property located at 2701 Fairview Rd., in Costa Mesa, California (the "**Site**") at which the District currently, or in the future intends to, conduct college classes and/or related administrative functions.

C. The District intends to cause a district or college facility to be designed and constructed upon the Site and/or cause certain modifications, alterations, additions and improvements to be made to one or more of the buildings and/or other facilities located on the Site. The design, construction, and/or improvement of said district or college facility is referred to herein as the "**Project**". Exhibit "A" to this Agreement contains a more detailed description of the Project.

D. The District wishes to engage the Architect to perform certain architectural and related services in connection with the Project, and the Architect wishes to provide such services to the District, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE 1: GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE

1.1 **Basic and Supplemental Services.** The Architect hereby agrees to perform for the District, subject to all of the terms and provisions of this Agreement, (a) the services identified in Article 2 of this Agreement (the "**Basic Services**") and (b) if authorized by the District in writing pursuant to Article 3 of this Agreement, those services identified in said Article 3 (the "**Supplemental Services**"). The Basic Services and the Supplemental Services are sometimes collectively referred to herein as the "**Architect's Services**". In performing the Architect's Services, the Architect shall comply with all of the terms and conditions of this Agreement, including without limitation the general conditions set forth in this Article 1 and any representations and warranties of the Architect set forth in this Agreement.

1.2 **Standard of Care.** The Architect's Services shall be performed in a manner consistent with professional skill and care and the orderly progress of the design and construction of the Project. The Architect represents that in performing the Architect's Services, the Architect (together with all individuals employed by or under the supervision of the Architect) will adhere to the standards of care and professionalism established or required by the CAB for architects licensed to practice in California. In addition, the Architect's Proposal for Architectural Services and Firm Qualifications dated March 31, 2011, are included as Exhibit "M" and are incorporated into the Agreement to further establish the Architect's level of standard of care.

1.3 **Key Personnel.** Each and every one of the persons identified on Exhibit "B" to this Agreement ("**Key Personnel**") shall personally oversee the Architect's performance of its obligations under this Agreement. Each of the Key Personnel shall make himself or herself available to resolve any disputes or potential disputes that may arise during the Architect's performance of the Architect's Services. If, during the term of this Agreement, any of the Key Personnel should cease to be employed by the Architect or otherwise fail to personally oversee the performance of the Architect's Services, the Architect shall submit a replacement for such person, who may be approved or disapproved by the District in the District's sole discretion. The Architect's failure to submit a replacement acceptable to the District shall be cause for termination of this Agreement by the District pursuant to Section 7.2 below.

1.4 **Budgets and Time Schedules.** The Architect shall use its best efforts to adhere to all budgets and time schedules prepared by the Architect and/or the District in connection with the Project, and shall not exceed same except for reasonable cause. The Architect shall notify the District in writing immediately if and when the Architect determines that a reasonable possibility exists that any such budgets or time schedules will (or may) be exceeded. Such written notice shall specify the reasons why such budgets or time schedules will (or may) be exceeded.

1.5 **Completion Deadlines.** The Project consists of the following stages and phases, which are defined and described in Article 2 of this Agreement:

- Preparation of Project Schedule
- Schematic Design Phase



- Design Development Phase
- Submittal of Preliminary Drawings (Design Development completion level) to the State
- Chancellor's Office (for courtesy review)
- Construction Documents Phase
- Submittal of Contract Documents to DSA (defined below)
- Approval of Contract Documents by DSA
  
- Submittal of DSA approved Contract Documents to State Chancellor's Office (for courtesy review)
- Bidding Phase
- Construction Phase
- Post-construction/Close out Phase

The Architect shall cause those stages and phases of the Project to be completed on or before the deadlines identified in the Schedule of Project Deadlines set forth at Exhibit "C". If at any time the Architect determines there is a reasonable likelihood the Architect will be unable to meet one or more of those deadlines, the Architect shall notify the District in writing. Such written notice shall specify the reasons why the Architect will (or may) be unable to meet the deadline(s) in question, and shall indicate the date(s) on which the Architect anticipates that the subject stage(s) or phase(s) will be completed. Except as noted below in this Section 1.5, the Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on conformance with the deadline nor a waiver of any remedies available to the District for the Architect's failure to comply with the deadline. However, if any such deadline is missed for reasons not caused by the Architect and not under the Architect's control, then the District will agree to a reasonable extension of that deadline. With respect to approval of the Construction Documents (as defined in Section 2.7.1 below) by California's Department of General Services, Division of the State Architect ("DSA"), if the DSA fails to approve the Construction Documents by the approval deadline set forth above, then the District will agree to a reasonable extension of that approval deadline if all of the following conditions are met: (a) the Architect submitted the Construction Documents (plus all related forms, applications and other submission materials required by the DSA) to the DSA on or before the submittal deadline set forth above; (b) the DSA's failure to approve the Construction Documents by the approval deadline is not based on the DSA's determination that those Construction Documents (or other such forms, applications, or submission materials) are inadequate or incomplete; and (c) the DSA's failure to approve the Construction Documents by the approval deadline is not otherwise caused by the negligent acts, errors, or omissions of the Architect.

**1.6 Confidentiality.** The Architect shall maintain the confidentiality of any and all information provided to the Architect by the District, unless otherwise required by law. Unless the Architect is notified to the contrary by the District in writing, the Architect should presume that all such information (including without limitation information pertaining to budgetary matters and/or hazardous materials) is confidential. The Architect shall not release any such

information (except to the persons identified in the following sentence) without the District's prior written consent. The Architect shall require its employees, subcontractors, consultants, and other third parties to whom the Architect is permitted or required to disclose such information in the performance of the Architect's duties under this Agreement to similarly maintain the confidentiality of such information. Notwithstanding the foregoing, nothing set forth in this Section 1.6 shall cause the Parties to treat as confidential any information which is identified by Section 17.18 as not being confidential. Moreover, nothing in this Section 1.6 shall prohibit the release of information to the extent and in the manner that such information is authorized to be released pursuant to Section 17.8 below.

**1.7 Conflicts of Interest; Litigation.** The Architect shall not, without the District's prior written consent, engage in any activity or accept any employment, interest or compensation that would reasonably appear to compromise the Architect's professional judgment with respect to the Project. Further, the Architect represents and warrants that it has no unresolved litigation pending against it for claims based on services provided by the Architect.

**1.8 Knowledge of and Compliance with Applicable Laws.** The Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall at all times during the term of this Agreement have sufficient knowledge of all laws, statutes, ordinances, regulations, and other legal requirements (including, without limitation, any rules and guidelines promulgated thereunder) applicable to the design and/or construction of the Project and/or otherwise applicable to any of the Architect's Services (collectively, "**Applicable Laws**") necessary to enable the Architect to perform the Architect's Services (including without limitation preparation of any documents required to be prepared hereunder by or with the assistance of the Architect) in conformance with Applicable Laws. In the performance of the Architect's Services, the Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall comply with all Applicable Laws.

**1.9 Compliance with Requests of Government Agencies.** Unless otherwise directed by the District, the Architect shall respond to and comply with requests relative to the Project made by any and all federal, state, regional or local governmental entities having jurisdiction over the Project (collectively, "**Governmental Agencies**"), including without limitation: the California Department of Finance ("**DOF**"); the DSA; the California Department of General Services, California's State Allocation Board ("**SAB**"); the California State Public Works Board ("**SPWB**"); and the building department, planning department, zoning department, health department, public works department, or any similar department, agency, or subdivision of any city or county having jurisdiction over the Project.

**1.10 Ownership of Architect's Work Product.** All plans, specifications, drawings, and estimates relative to the Project prepared by the Architect and/or its employees, subcontractors and consultants (collectively, the "**Project Documents**") shall be and remain the property of the District. Without limiting the generality of the foregoing, the Project Documents include the Project Schedule, the Budget, the Schematic Design Documents, the Design Development Documents and the Construction Documents, all as defined in Article 2 below. Also without

limiting the generality of the foregoing, the Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2007 files (or similar computer-aided drafting or design formats), or other types of computerized data. Finally, and again without limiting the generality of the foregoing, the District specifically maintains ownership of the design of the Project and the design of any buildings or other improvements which are a part thereof, despite the fact that such design may have been created or prepared by the Architect or its employees, subcontractors, and consultants, and such design may not be re-used by the Architect or its employees, subcontractors, or consultants without the specific prior written consent of the District. Notwithstanding the foregoing, the official copyright in all Project Documents shall remain with the Architect; however, the Project Documents themselves shall be the property of the District as set forth in this Section 1.10, and the District may use the Project Documents in the manner and for the purposes specified in Sections 1.10.1, 1.10.2, and 1.10.3 below.

**1.10.1 Right to Use.** The Architect grants to the District the right to use and reuse all or any part of the Project Documents at the District's sole discretion and with no additional compensation to the Architect, for the purposes of (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction, or expansion of the Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of the Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project without employing the services of the Architect, it shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project. The Architect shall not be responsible or liable for any revisions to the Project Documents made by any person or entity other than (i) the Architect, (ii) a person or entity acting on behalf of the Architect and/or for whose acts Architect is responsible or liable, or (iii) any person or entity approved in writing by Architect to revise the Project Documents.

**1.10.2 License.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

1.10.3 **Right to License.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in the Project Documents that the Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Article 11 of this Agreement for any breach of this Section.

## ARTICLE 2: SCOPE OF ARCHITECT'S SERVICES

### 2.1 **Basic Services Applicable to All Stages and Phases of the Project.**

2.1.1 **General Architectural and Engineering Services.** The Architect shall perform any and all architectural design, structural engineering, civil engineering, mechanical engineering, electrical engineering, landscape architecture, and construction administration services, and any other professional architectural services requested by the District (other than the Supplemental Services), which in the opinion of the Architect and/or the District are necessary for the completion of the Project.

2.1.2 **Coordination With and Oversight by Program Manager.** The District may, at its option, utilize the services of a construction program manager (the "**Program Manager**") in connection with the Project. The Program Manager's duties may include any or all of the following, at the District's discretion: acting as an advisor to the District and to the Architect in the areas of construction technology, constructability, scheduling, markets, and/or costs; assisting the District and the Architect with identifying early purchase or long lead-time items; assisting the District and the Architect with the preparation of Contract Documents (as defined in Section 2.7.1 below); assisting the District and the Architect in obtaining bids and awarding either one (1) Construction Contract (defined in Section 2.7.1 below) to the General Contractor (defined in Section 2.7.1 below), or awarding multiple Construction Contracts to multiple contractors for various aspects of the Project (the "**Prime Contractors**"); and coordinating negotiations relative to the construction of the Project. If the District elects to utilize the services of a Program Manager, then the Architect shall cooperate with the Program Manager in connection with the performance of the Architect's duties hereunder.

2.1.3 **Assistance with Government Approvals.** The Architect shall assist the District in obtaining required approvals from Governmental Agencies necessary for the design, construction, and commencement of operation of the Project, including without limitation approvals relative to the provision of electrical, gas, water, sanitary or storm sewer, telephone, and other utilities to the Site.

2.1.4 **Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes.** The Architect shall attend regular Project coordination meetings (at such times and places as established by the District in its discretion) between the Architect, its consultants, the District's representatives, the District's consultants, the Program Manager and the General Contractor (as defined in Section 2.7.1 below) throughout the design and construction of the Project. The Architect shall respond promptly with respect to matters assigned to the Architect for action or resolution. The Architect shall make a written record of all such meetings, and of

any other meetings, conferences, discussions, and decisions made between or among the District, the Architect, the Program Manager and the General Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work (defined below). The Architect shall provide a copy of such record to the District. As used herein, the term "**Work**" means the construction and services required by the Contract Documents (as defined in Section 2.7.1 below), whether incomplete, partially completed or fully completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) to fulfill the General Contractor's (or Prime Contractors') obligations. Notwithstanding the foregoing, upon written notice to the Architect from the District or the Project Manager, the written records of any or all such meetings, conferences, discussions and decisions (as specified in the notice) shall be prepared by the Project Manager rather than by the Architect.

**2.1.5 Attendance and Presentations at Public Meetings.** To the extent requested by the District, the Architect shall prepare for and make formal presentations to the District's Board of Trustees, and shall attend public hearings and other public meetings related to the Project.

**2.1.6 Existing Utilities.** The Architect shall be responsible for determining the capacity of any existing utilities serving the Site, and for any design or documentation required to make points of connection to existing utility services or relocation of existing utilities at the Site required for the Project.

**2.1.7 Revisions of Documents to Correct Inconsistencies.** If the District at any time discovers that any of the Project Documents do not conform to written instructions previously given to the Architect by the District, the District shall promptly notify the Architect of the discrepancy, and the Architect shall promptly revise the Project Documents to conform to those written instructions.

**2.1.8 Changes Required by Government Agencies.** If any Government Agency (or any other third party having the legal right to do so) requires that any of the Project Documents be modified or that additional Project Documents be prepared, the Architect shall so modify and prepare the Project Documents upon the District's request. If the requirement arises prior to the completion of the Design Development Documents, such modification or preparation shall be Basic Services. If the requirement arises after the completion of the Design Development Documents, such modification or preparation shall be Supplemental Services.

**2.1.9 Assistance with Legal Proceedings.** To the extent requested by the District, the Architect shall attend legal hearings and proceedings, and cooperate with the District's attorneys in preparation for such hearings and proceedings, relating to third-party claims against the District which either (a) allege errors or omissions on the part of the Architect, or (b) in the opinion of the District may have arisen from errors or omissions on the part of the Architect.

2.1.10 **Architect's Employees, Engineers, Subcontractors, and Consultants.** As part of the Basic Services, the Architect shall comply with the provisions of Article 10 hereof with respect to any and all of the Architect's employees and any engineers, subcontractors, and consultants employed or retained by the Architect.

2.1.11 **Graphics and Signage.** The Architect shall provide design and other services required for or in connection with interior and exterior graphics and signage following the standards provided by the District.

2.1.12 **General Project Administration.** The Architect shall manage the Architect's Services and administer the Project as described in Article 2. The Architect shall consult with the District, research applicable design criteria, attend meetings relative to the Project, and communicate with other individuals and entities involved in the Project. The Architect shall issue written progress reports to the District on either a biweekly or monthly basis as directed by the District. The Architect shall coordinate the services provided by the Architect and the Architect's employees, subcontractors, and consultants with those services provided by the District and the District's employees and consultants. To the extent the District elects to use the services of a Program Manager on the Project, the Architect shall perform some or all of its services under this Section 2.1.12 in conjunction with the Program Manager, as directed by the District. The Architect will be required to utilize the document control software, Expedition, implemented by the District for management and tracking of all correspondence and submittals.

2.1.13 **Submittal Requirements.** The Architect shall submit to the District or the Program Manager the documents identified in Exhibit "D" at the times and in the quantities identified in that Exhibit "D".

2.1.14 **Specification Format.** The District will provide a set of standard specifications reflecting format, terminology, products, materials, and construction methods and procedures that are generally acceptable on District projects. These standard specifications are intended to serve as a guide. The Architect shall review the standard specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of the Architect, modifications in either format, terminology, products, materials, or construction methods and procedures are required, Architect shall identify the modifications in the specifications for District attention, review, and approval. The standard specifications are not intended to limit the Architect's discretion to propose other products, materials, or construction methods and procedures. Neither the provisions of the standard specifications established by the District nor Architect's use of the standard specifications as a guide to prepare specifications shall derogate from the Architect's responsibility to prepare the Construction Documents.

2.2 **Notice to Proceed.** The Architect shall not commence the performance of any of the Architect's Services until the District has delivered to the Architect a letter signed by the District expressly directing the Architect to commence the performance of the Architect's Services (the "Notice to Proceed").

2.3 **Project Schedule.** Not later than 14 days after the District's delivery of the Notice to Proceed, the Architect shall prepare and submit to the District a schedule (the "**Project Schedule**") that identifies milestone dates for the commencement and completion of the various stages of design and construction of the Project, including all stages and phases identified in Exhibit "C" hereto, together with any other important dates or deadlines (including without limitation dates by which the District must provide the Architect with information relative to one or more such stages in order to allow the Project to continue on schedule) which the Architect deems material to the Architect's successful administration of the Project. Any such revisions to the Project Schedule shall also include allowances for time required by the District and by Governmental Agencies to review documents and information submitted to them in connection with the design and construction of the Project. Nothing in the Project Schedule shall conflict with or extend the completion deadlines set forth in Exhibit "C" hereto. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when revising the Project Schedule. The Architect shall adhere to the Project Schedule in administering the Project. If at any time the Architect determines there is a reasonable probability the Project will not progress as quickly as required by the Project Schedule, the Architect shall notify the District in writing. Such written notice shall identify the anticipated delay, specify the reasons therefor, and indicate the effect of that delay on the subsequent items of the Project Schedule. The Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on adherence to the Project Schedule nor a waiver of any remedies available to the District for any failure to adhere to the Project Schedule.

2.4 **Budget.**

2.4.1 **Definition of Project Construction Cost.** As used in this Agreement, the term "**Project Construction Cost**" shall mean the total cost incurred by the District for construction materials, construction services and any other Work in connection with the Project. Design contingency and construction escalation are to be calculated into the Project Construction Cost. A separate construction contingency is to be added to all estimates, which is not to be included in the Project Construction Cost amount. The cost of construction management and construction supervision services incurred by the District shall be excluded from the definition of Project Construction Cost. Project Construction Cost shall not include: (a) amounts payable to the Architect under this Agreement; (b) compensation payable to the Architect's subcontractors or consultants; (c) the District's cost of acquiring the Site; (d) amounts payable by the District to the Architect pursuant to Section 2.7.1 below for the Architect's preparation of Initial As-Built Drawings (as defined in Section 2.5.4 below); (e) financing costs, if any, payable by the District in connection with the Site and/or the Project; (f) the cost of construction management and construction supervision services incurred by the District; (g) permit fees and other charges imposed by Governmental Agencies for plan review, building permits, or other governmental services or approvals relative to the Project; (h) costs of surveys; and (i) costs of obtaining any environmental assessments and any other hazardous materials testing and/or remediation costs.

**2.4.2 Obligation of Architect to Design Within Budget.** Subject to the provisions of Section 2.4.5, it is the obligation of the Architect to design the Project in a manner that will enable the Project to be completed for an amount that does not exceed the Budget. No adjustments shall be made to the Budget, except for (i) adjustments caused by fluctuations in general levels of prices in the construction industry as reflected by the Engineering News-Record Index; (ii) adjustments caused by changes requested in writing by District to the Conceptual Design/Architectural Program; or (iii) other adjustments to the Budget that the District determines, in its sole discretion, are appropriate or necessary. To increase the likelihood that the Project Construction Cost will neither substantially exceed nor substantially fall short of the Budget, the Architect shall include in its design of the Project optional features, elements, components, treatments, and other items that may be added to or deleted from the Project for the purpose of adjusting the Project Construction Cost (collectively, the “**Optional Features**”). The number and types of Optional Features shall be mutually agreed upon by the Architect and the District; provided, however, that each of the Optional Features shall contemplate only the addition or deletion of “non-essential” features, elements, components, treatments or other items. As used in the preceding sentence, “non-essential” means such features, elements, components, treatments, or other items that are not deemed by the District to be necessary to the Project. Without limiting the generality of the foregoing, the Optional Features shall with rare exception be limited to decorative/aesthetic elements or alternate construction materials. An Optional Feature shall be identified as an additive or deductive alternate in the Construction Documents (defined in Section 2.7.1 below), or by means of a simple narrative, or in some other manner mutually agreed upon by the Architect and the District. To the extent possible, each Optional Feature shall be described and/or depicted so as to enable the Optional Features to be added or deleted without the need for the plans and specifications to be re-designed or re-drawn. The estimated cost of incorporating the Optional Features into (or removing them from) the Project shall total approximately five percent of the Budget.

**2.4.3 Modification of Budget Based on Delay in Preparation of Contract Documents.** If the Contract Documents (defined in Section 2.7.1 below) are not completed and delivered to the District and bidding thereon has not commenced within three and one-half months after the DSA approves the Construction Documents, then the Architect shall, upon the District’s request, revise the Budget to reflect changes in the general level of prices in the construction industry between the date of the District’s initial approval of the Budget and the date on which the District intends to seek bids for the Work. If the Architect’s failure to complete or deliver the Contract Documents within the time specified above was caused by the District’s delay, or if the District’s delay prevented the bidding from commencing within the time specified above, or if the revisions to the Budget are needed due to the District’s delay, then the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Supplemental Services for which the Architect shall be compensated pursuant to Article 3 below. In all other cases, the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Basic Services.

**2.4.4 Modification of Budget Upon Receipt of Bids.** The Budget shall be the acceptable estimate of Project Construction Cost to the District as submitted by the Architect until such time as bids have been received pursuant to Section 2.8 below, whereupon the Budget shall



be revised to reflect the bid results and any contingencies as determined by the District and the Program Manager. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then each portion of the Budget corresponding to the Work to be performed by each Prime Contractor shall be revised pursuant to this Section 2.4.4 upon the District's acceptance of each such Prime Contractor's bid. Nothing in this paragraph shall restrict the District's rights as set forth in Section 2.4.5 below.

**2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less.** If the lowest bid received by the District is less than the Budget, or exceeds the Budget by an amount equal to or less than five percent (5%) of the Budget, then the District may direct the Architect to exclude or include one or more Optional Features. The determination of which Optional Features to exclude or include pursuant to this Section 2.4.5 shall be made by the District in its sole discretion.

**2.4.6 District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent.** If the lowest bid received exceeds the Budget by more than five percent, the District may (a) give written approval to increase any item of the Budget to equal the lowest bid received, (b) authorize rebidding of all or any portion of the Project within a reasonable time; (c) abandon the Project and terminate this Agreement in accordance with Article 7 below; or (d) require the Architect to modify the Construction Documents (at no additional cost to the District) in order to reduce the estimated Project Construction Cost to a level that falls within the Budget. If the District requires the Architect to revise the approved Construction Documents pursuant to clause (d) above, revisions proposed by the Architect shall be consistent with the design and architectural criteria previously established and/or approved by the District for the Project, and shall not materially compromise (as determined by the District in its reasonable judgment) those criteria or the aesthetic, structural or functional elements of the Project.

**2.4.7 Phased Construction.** If the District requests that the Project be bid or constructed in phases, the Architect shall prepare appropriate bid documents at no additional expense to the District. Notwithstanding the foregoing, if the bidding of said phases is separated by six months or more, then the preparation of such bid documents shall be considered Supplemental Services, to the extent any such delay causes the cost to prepare such bid documents to increase.

**2.5 Schematic Design Phase.** The obligations of the Architect set forth in this Section 2.5 shall be referred to as the "**Schematic Design Phase**". The services to be performed by the Architect pursuant to this Section 2.5 shall be referred to as the "**Schematic Design Services**".

**2.5.1 Schematic Design Documents.** Promptly following the District's issuance of the Notice to Proceed, the Architect shall prepare, for approval by the District, documents establishing three conceptual designs of the Project illustrating the scale and relationship of Project components ("**Schematic Design Documents**"). The Architect shall submit Schematic Design Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the

Program Manager when preparing the Schematic Design Documents. Without limiting the generality of the foregoing, the Schematic Design Documents shall include: a general description of the Project; a conceptual site plan; preliminary building plans, sections and elevations; perspective sketches; outline specifications; code analysis; area (assignable and gross square footages) tabulation; and any other drawings or documents requested by the District. Preliminary selections of major building systems and construction materials shall be noted on the drawing or described in writing as part of the Schematic Design Documents. The design of the Project as shown on the Schematic Design Documents, and the construction requirements specified therein or made necessary by such design, shall comply with all Applicable Laws. Once schematic design is approved by the program manager, the architect will prepare a 3D animation "fly around" presentation of the structure and present same to the Administration and Board members as needed. A maximum of three presentations is included in this Agreement.

**2.5.2 Budgetary and Scope Constraints.** The Architect shall perform the Schematic Design Services in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The District understands and acknowledges, however, that the Architect makes no warranties or guaranties of the Project Construction Cost. The Architect shall prepare a schematic design cost estimate at the completion of the Schematic Design Phase. The Architect's estimate at the completion of the schematic design phase shall include in the total Project Construction Cost a 15% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

**2.5.3 Investigation of Existing Conditions and Preparation of Initial As-Built Drawings.** Prior to and during the course of the Architect's performance of the Schematic Design Services, the Architect shall investigate existing conditions or facilities at the Site as necessary to effectively prepare the Schematic Design Documents. If the Architect needs to review "as-built" drawings of the buildings, facilities and other improvements existing on the Site as of the date of this Agreement (the "**Initial As-Built Drawings**") in order to prepare the Schematic Design Documents, and if such Initial As-Built Drawings are incomplete or do not exist, then the Architect shall deliver a written proposal to the District identifying the need for the Architect to prepare the Initial As-Built Drawings, the scope of work proposed to be undertaken by the Architect in connection with that preparation, and the number of hours which the Architect expects will be required of it to prepare the Initial As-Built Drawings. Upon and to the extent of the District's written approval of the Architect's proposal, the Architect shall prepare any such Initial As-Built Drawings. The Architect shall be compensated pursuant to Section 5.1 below for preparation of the Initial As-Built Drawings. Nothing in this Agreement shall warrant the accuracy of any existing Initial As-Built Drawings provided by the District.

**2.6 Design Development Phase.** The obligations of the Architect set forth in this Section 2.6 shall be referred to as the "**Design Development Phase**".

**2.6.1 Design Development Documents.** Upon the District's delivery of the Notice to Proceed, the Architect shall prepare design development documents ("**Design Development Documents**") for written approval by the District. The Architect shall submit Design Development Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Design Development Documents. The Design Development Documents shall illustrate and define the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of site plans, floor plans, elevations, cross sections, and other documents necessary to depict the design of the Project. The Design Development Documents shall also include: typical construction details; equipment layouts; landscape conceptual plans; architectural information to fix and illustrate the size, character, and quality of all Project components as they relate to the District's program requirements; updated code analysis; updated area tabulations; and such other essentials as may be deemed appropriate by the Architect and/or the District. The Design Development Documents shall also include specifications that identify major materials and systems (including civil, structural, mechanical, and electrical systems) and establish in general their quality levels. The Architect shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Material samples shall be mounted and displayed on presentation boards and be presented for review and approval by the District.

**2.6.2 Budgetary and Scope Constraints.** The Architect shall prepare the Design Development Documents in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The Architect shall prepare a detailed construction cost estimate at the completion of the Design Development Phase. The Architect's detailed estimate at the completion of the design development phase shall include within the total Project Construction Cost a 10% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction. The Architect shall prepare a complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of the FPP may be found on the State Chancellor's Office website at [www.cccco.edu](http://www.cccco.edu).

**2.6.3 Selection of Manufactured Items.** The Architect shall cooperate and consult with the District in use and selection of manufactured items which are to be incorporated into the Project and/or shown in the Design Development Documents, including without limitation paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of *Public Contract Code* Section 3400.

**2.6.4 Consideration of Costs and Funding Sources.** The Architect shall consider operating and maintenance costs when selecting systems for the District and when preparing the Design Development Documents. The Architect shall prepare the Design Development

Documents so as to allow the District to utilize grants and outside funding sources which the District has identified and as to which the District has given reasonable advance notice to the Architect. To the extent that the Architect is aware of any grants or funding sources whose availability may depend upon specific features of the Project's design, the Architect agrees to notify the District of those grants or funding sources when preparing the Design Development Documents. In preparing the Design Development Documents, and in any subsequent efforts by the Architect relative to the design of the Project, the Architect shall work with the District to consider and utilize funding from grants and alternative funding sources.

**2.6.5 District's Election Regarding Alternate Design Documents.** Up through the District's approval of the Schematic Design, the District may request that the Architect (a) prepare alternate Schematic Design Documents based on different construction concepts proposed or adopted by the District, (b) prepare the Schematic Design Documents such that they will permit the Contract Documents (as defined in Section 2.7.1 below) to allow for portions of the Work to be performed under separate construction contracts, or (c) prepare the Schematic Design Documents such that they will permit the Contract Documents to allow for the deferral of the construction of certain buildings, facilities, or other portions of the Project. If the District makes such a request during the Schematic Design Phase (or, if the request arises due to the fault of the Architect or is needed to prevent the Project from exceeding the Budget), then such services shall be included as part of the Basic Services. In all other cases, such services shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

**2.7 Construction Documents Phase.** The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "**Construction Documents Phase**".

**2.7.1 Definition of Contract Documents.** As used herein, the term "**Contract Documents**" shall include the following: (a) an agreement ("**Construction Contract**") between the District and the licensed general contractor to whom the District will award the right to act as the District's general contractor for the Project (the "**General Contractor**") specifying the General Contractor's rights and obligations with respect to the construction of the Project and including, among other things, general and supplementary conditions of the Construction Contract ("**General Conditions**"); (b) plans, specifications, drawings, addenda, and other documents (the "**Construction Documents**") which (i) set forth in detail the requirements for the construction of the Project, (ii) describe the quality, configuration, size and relationships of all components to be incorporated into the Project, and (iii) are consistent with the Design Development Documents, the Budget, and the Project Schedule; (c) information, documents and forms relative to the bidding of the construction work for the Project and the procurement of materials for the Project, including without limitation (i) descriptions of the time, place and conditions of bidding, (ii) proposal forms, (iii) bidding forms, and (iv) a requirement that the General Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by or at the direction of the General Contractor (the "**Bidding Documents**"); and (d) a comprehensive project manual for the Project containing all design and construction requirements (including without limitation details as to the quality levels of materials and systems required for the Project) with which the General

Contractor, subcontractors and material suppliers must comply in connection with the Project (the "**Project Manual**"). Without limiting the generality of the foregoing: (1) the Contract Documents shall set forth in detail the requirements for the Work in conformity with all Applicable Laws and requirements of the DSA; (2) the Contract Documents shall show all the construction work to be done, the materials, workmanship, finishes, and equipment required for the Project; (3) the Construction Documents (together with any other portions of the Contract Documents that the District may specify subsequent to the execution of this Agreement) shall be prepared in the formats required by Section 2.7.4 below; and (4) the Contract Documents shall contain any information necessary to inform the General Contractor and all subcontractors of the requirements of any Owner Controlled Insurance Program ("**OCIP**") applicable to the Project, and of the fact that the General Contractor and subcontractors are not to include insurance cost in their bids to the extent that insurance is to be provided under the OCIP. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then all references herein to the Construction Contract shall be deemed to refer to each agreement entered into between the District and any Prime Contractor. If the District elects to use multiple Prime Contractors, it shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

**2.7.2 Preparation of Construction Documents.** Promptly following the District's approval of the Design Development documents and receipt of a written Notice to Proceed with Construction Documents Phase, the Architect shall prepare the Construction Documents, as well as those portions of the Project Manual which are to be prepared by the Architect hereunder, based on the Design Development Documents approved by the District. The Architect shall deliver such items to the District for its review and approval when such items are 50% complete, 95% complete and 100% complete. The Architect shall submit Construction Documents as listed in Exhibit "D". The Architect shall also assist the District and its attorneys in the preparation of the Construction Contract (including the General Conditions) and the Bidding Documents. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing (or assisting in the preparation of) the Contract Documents. The Architect shall modify the Construction Documents to include any revisions required by the District as a condition to its approval of the Construction Documents. A final 100% updated materials board is to be submitted with the 95% Construction Documents submittal. The Architect shall also prepare and deliver to the Program Manager a detailed estimate of the Project Construction Cost at 50% completion, 95% completion and 100% completion (DSA approval) of those portions of the Construction Documents that the Architect is responsible for preparing. The Architect's detailed estimate at the 50% and 95% Construction Documents phase submittals shall include within the total Project Construction Cost a 5% and 3% design contingency, respectively, plus escalation. At the 100% submittal (DSA approval), the Architect shall submit an updated detailed estimate with the design contingency reduced to 0%. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

**2.7.3 Asbestos-Containing Materials.** The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

**2.7.4 Submission of Construction Documents to DSA for Approval.** Upon the District's approval of all of the Construction Documents, the Architect shall, by not later than the deadline specified in Exhibit "C", submit the Construction Documents to the DSA for approval. The Architect shall submit a sufficient number of copies of the Construction Documents to the DSA so that the DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the Construction Documents, the Architect shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Exhibit "D". Any portions thereof consisting of drawings shall be provided to the District in AutoCAD R-2007 (or more recent version) format and the remainder shall be provided in Microsoft Word format. Upon receipt of DSA approval the Architect shall prepare an updated complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of FPP may be found on State Chancellor's Office website at [www.cccco.edu](http://www.cccco.edu).

**2.7.5 Deposit with Reprographics Company.** Upon the District's approval of the Contract Documents, the Architect shall deposit with the reprographics company specified by the District the number of Contract Documents as listed in Exhibit "D" to be used in connection with the bidding of the construction work on the Project and for the printing of additional sets of Contract Documents during the Project.

**2.7.6 No Warranty by Architect Regarding Project Construction Cost.** The District acknowledges that the Architect's initial estimate of the Project Construction Cost, the Architect's review of the District's budgetary goals and constraints, the Architect's preparation of the Budget, and any subsequent re-evaluation and revised estimates of the Project Construction Costs all represent the Architect's judgment as a design professional familiar with the construction industry. The District and the Architect also acknowledge that neither the Architect nor the District has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the District recognizes that the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Budget or from any estimate of the Project Construction Cost prepared or agreed to by the Architect. Notwithstanding the foregoing, nothing in this Section 2.7.6 shall alleviate or release the Architect from its responsibility to design the Project within the Budget.

**2.7.7 Modification of Construction Documents.** Notwithstanding the provisions of Section 2.7.6 above, the Architect shall periodically re-evaluate and revise its estimate of the Project Construction Cost and advise the District of the revised estimate. The Architect shall also notify the District of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in the scope of the Project or in the requirements of construction of the Project. At the completion of the Schematic Design Phase, and at the

completion of the Design Development Phase, and at 50%, 95% and 100% completion of the Construction Document Phase, the District may direct the Architect, without additional charge to the District, to redesign the Project and revise the Construction Documents in order to allow the Project to be completed within the requirements of the Budget. As used in this paragraph, "redesign" does not mean phasing or removal of parts of the Project unless agreed in writing by the District; instead, "redesign" means redesign of the entire Project, including all of its component parts. At the District's discretion, the District may instruct the Architect that the Architect's redesign of the Project and revision of the Construction Documents shall include any or all of the following: contingencies for design, bidding and price escalation; modifications concerning the materials, equipment, component systems, and types of construction; adjustments to the scope of the Project; and alternate bids as may be necessary to adjust the estimated Project Construction Cost so that it does not exceed the Budget.

**2.8 Bidding Phase.** The "Bidding Phase" will commence upon the District's approval of the Construction Documents (and of any revisions to the Budget and/or the estimated Project Construction Cost). During the Bidding Phase, the Architect shall assist the District in obtaining bids and awarding the Construction Contract for the construction of the Project, and, at the District's request, the Architect shall print and distribute necessary bidding information. The Bidding Phase shall end upon the District's award of the Construction Contract to the General Contractor (or to the last of the Prime Contractors where the District elects to use multiple Prime Contractors instead of a single General Contractor, in which case the Bidding Phase and the Construction Phase identified in Section 2.9 below may overlap). Before issuing to the General Contractor or any subcontractor any addenda or other change or supplement to the Contract Documents, the Architect shall first obtain the written approval to such addenda, change or supplement from any Governmental Agencies having jurisdiction over the Project, to the extent any such approval is required by Applicable Laws. A representative of the Architect (including any of the Key Personnel designated by the District or the Program Manager) shall attend all scheduled pre-bid conferences and Site visits. The Architect shall assist the District and the Program Manager in the review and evaluation of bids.

**2.9 Construction Phase.** The "Construction Phase" will commence with the award of the Construction Contract to the General Contractor (or to the first of the multiple Prime Contractors, where the District elects to use multiple Prime Contractors with a Construction Manager instead of a single General Contractor) and will continue until the issuance of the Architect's certificate of completion and final certificate for payment relative to the Project. During the Construction Phase, the Architect shall do all of the following:

**2.9.1 Provide Copies of Contract Documents.** Immediately upon the commencement of the Construction Phase, the Architect shall provide Contract Documents labeled "For Construction" as specified in Exhibit "D" for use by the District and its consultants.

**2.9.2 General Administration.** The Architect shall provide general administration of the Contract Documents and of the Work, which general administration shall include without limitation all of the following: (a) making periodic visits to the Site as often as the Architect

deems necessary (but not less than once every week) to render architectural observation, which is distinguished from the continuous personal inspection to be made by the Project Inspector (defined in Section 2.9.6 below); (b) making regular reports as may be required by Government Agencies; (c) keeping the District informed of the progress of construction; (d) reviewing schedules and shop drawings for compliance with design; (e) review and accept of the substitution of materials and equipment, laboratory reports, all following notice to, consultation with, and (if required by the District) approval of the District; (f) maintaining construction logs; (g) preparing Construction Directives, Clarifications, Change Orders, etc. (as defined in Section 2.9.13 below) for written approval of the District; (h) examining the General Contractor's applications for payment, and issuance of certificates for payment in amounts approved by the Architect, Program Manager, and the District; (i) revising and updating the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated in the Construction Documents Phase, as necessary to reflect the actual manufacturers' products that have been submitted by the General Contractor and approved for use on the Project; (j) determining, with the Program Manager, the date of completion of the Project; (k) preparing a final punch-list and performing a final punch-list inspection of the Project; (l) receiving from the General Contractor and delivering to the District written guarantees, instruction books, diagrams, and charts required to be provided to or executed by the General Contractor under the Construction Contract; (m) issuing the Architect's certificate of completion and final certificate for payment; and (n) attending and participating in weekly construction progress meetings as scheduled by the District or the Program Manager. The Architect shall respond to the General Contractor's requests for information (RFI) within seven calendar days after issuance by the General Contractor. The Architect shall review and return shop drawings and other submittals within ten calendar days after issuance by the General Contractor. The Architect shall issue bulletins requesting cost proposals from the General Contractor within five days after identifying the requirement for additional Work.

2.9.3 **Access to Site.** The Architect shall have access to the Site at all times during the term of this Agreement for the purpose of performing its obligations under Section 2.9.2 and under any other provision of this Agreement.

2.9.4 **Interpretation of Construction Requirements.** The Architect shall be the interpreter of the requirements of the Contract Documents, and shall advise the District as to the performance by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) thereunder.

2.9.5 **Extent and Limitation of Architect's Authority.** The Architect shall be the District's architectural representative during the performance of the Work and shall advise and consult with the District as to that performance. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise specified by the District in writing. The Architect shall not issue orders to the General Contractor (or Prime Contractors) that might commit the District to extra expenses, and the Architect shall not otherwise amend the Contract Documents, without first obtaining the written approval of the District.



2.9.6 **Assistance to District's Project Inspector.** The Architect shall provide technical direction to a full time or part-time project inspector employed or retained by and responsible to the District as required by applicable law (the "**Project Inspector**"). The Architect shall also provide assistance to any and all other Program Managers and/or consultants retained by the District.

2.9.7 **Review of General Contractor's Drawings, Data, and Samples.** The Architect shall review and approve or take other appropriate action upon the General Contractor's (or Prime Contractors') submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Contract Documents. The Architect's action shall not delay the Work. The Architect's action shall be in accordance with Section 2.9.2.

2.9.8 **Rejection of Construction Work.** The Architect shall advise the District to reject Work which does not conform to the Contract Documents. However, the final decision to stop or reject work will be exclusively the District's. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary to stop the Work to avoid the improper performance of any work. The Architect has authority to require additional inspection or testing of any Work in accordance with the provisions of the Contract Documents, regardless of whether that Work is fabricated, installed, or completed.

2.9.9 **No Guaranty by Architect.** The Architect will endeavor to secure compliance by the General Contractor with the requirements of the Contract Documents, but does not guarantee the performance of the Construction Contract or any subcontracts related to the Project.

2.9.10 **Evaluation of the Work.** The Architect, as an architectural representative of the District, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the District and the Architect in Section 2.9, (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against, and to discover and report to the District, defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.9.11 **Certification as to Progress and Quality of Work.** The Architect shall review and certify the amounts due the General Contractor (or any Prime Contractors) after review and approval by the IOR. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the Site, that the Work has progressed to the level certified, that quality of the Work materially complies with the

requirements of the Contract Documents and that the General Contractor (or any Prime Contractors) is entitled to payment in the amount certified.

2.9.12 **Permits.** The Architect shall assist the District in preparing and filing all documents required for obtaining approvals of any and all Governmental Agencies in connection with the design and construction of the Project, except that applying for and obtaining construction permits shall be the responsibility of the General Contractor (or any Prime Contractors). The Architect shall be responsible for gathering information and processing forms required by applicable Government Agencies in a timely manner. The District shall pay all fees required by such Governmental Agencies. The Architect shall, whenever feasible, establish beforehand the exact costs due to Governmental Agencies and submit this cost information to the District so payments may be prepared. All such fees and costs shall be paid by the District directly (although such payment may be delivered by the Architect) by means of checks written from the District's bank accounts.

2.9.13 **Change Orders.** The Architect shall provide services in connection with evaluating substitutions proposed by the General Contractor (or any Prime Contractors) and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom. The Architect shall prepare Change Orders (defined below) with supporting documentation and data for the District's review in accordance with the Contract Documents, and may authorize minor changes in the Work relative to the Project not involving an adjustment in the amounts owing to the General Contractor (or any Prime Contractors) thereunder or an extension of time for completion of the Work. The Architect shall evaluate and make written recommendations regarding the General Contractor's (or Prime Contractors') proposals for possible Change Orders. The Architect shall, at the Architect's expense, prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings, and other data furnished by the General Contractor (or any Prime Contractors) to the Architect. As used herein, the term "**Change Order**" means a written instrument prepared by the Architect and signed by the District, the General Contractor (or any Prime Contractors) and the Architect, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the sum payable by the District due to that change; and (iii) the extent of the adjustment, if any, in the time available for the General Contractor (or the applicable Prime Contractor(s)) to complete the Work due to the approved change in the Work.

2.9.14 **Certification of Absence of Asbestos-Containing Building Materials.** The Architect shall certify to the best of its information pursuant to Title 40, Section 763.99(a)(7) of the *Code of Federal Regulations*, that no asbestos-containing building material was specified as a building material in any of the Contract Documents, and will ensure that the General Contractor (or any Prime Contractors) and any applicable subcontractors and/or material suppliers provide the District with certification that all materials used in the construction of any college building or other improvement made as part of the Project are free from any asbestos-containing building materials.

2.9.15 **Final Completion.** The Architect shall visit the Project to determine the date or dates of final completion, receive, and forward to the District for the District's review all written warranties and related documents required by the Contract Documents, and issue a final certificate for payment upon the General Contractor's (or Prime Contractors') compliance with the requirements of the Contract Documents.

2.9.16 **Evaluation of General Contractor.** The Architect shall provide written evaluation of the performance of the General Contractor (or any Prime Contractors) under the requirements of the Contract Documents when requested in writing by the District to do so.

2.10 **Architect's Post-Construction Obligations.**

2.10.1 **Preparation of Record Drawings.** Promptly following completion of construction of the Project, the Architect shall prepare and deliver to the District (on diskette or similar media) an AutoCAD R-2007 file (or more recent version) of all as-built improvements made or modified in connection with the Project, together with full-size paper copies as specified in Exhibit "D", at no additional cost.

2.10.2 **Notice of Construction Defects.** The Architect, as part of the Architect's Basic Services, shall immediately notify the District of any deficiencies in the Work discovered by the Architect following the District's acceptance of the Work and prior to the expiration of the guarantee period of the Work.

2.10.3 **Contractor Performance.** The Architect shall monitor and keep the District advised as to the extent of the General Contractor's (or any Prime Contractors) performance of (or failure to perform) its (or their) obligations regarding the final delivery of all testing reports, adjusting and balancing reports, preparation of operation and maintenance manuals, training for operation and maintenance, responses to warranty items, and consultation during operation, relative to all equipment and systems installed in connection with the Project. If the Architect and/or the District determines that the General Contractor (or any Prime Contractors) has failed, is failing, or is likely to fail to perform those obligations as required by the Contract Documents, then the Architect shall take all actions reasonably requested by the District to attempt to cause the General Contractor (or Prime Contractors) to fulfill those obligations. Architect shall advise District on General Contractor (or Prime Contractors) performance issues.

2.10.4 **Assistance Regarding Close-Out and Final Regulatory Certification.** In connection with the project closeout, the Architect shall assist the District in obtaining final certifications from the DSA and other Governmental Agencies as needed to enable the District to obtain any and all available government funding for the Project.

2.11 **Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors.** The Architect shall make recommendations to the District on claims made by, to or against the District relating to the execution and progress of the Work and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Contract Documents. The

Architect shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes or other matters at issue between the District and the General Contractor (or the Program Manager or Prime Contractors) relating to the execution or progress of the Work as provided in the Construction Contract and/or the other Contract Documents. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by the Architect.

### **ARTICLE 3: ADDITIONAL ARCHITECT'S SERVICES**

**3.1 Supplemental Services.** The Architect shall notify the District in writing of the need for Supplemental Services required due to circumstances beyond the Architect's control and which are not the direct or indirect result of the Architect's negligent acts, errors or omissions. The Architect shall obtain written authorization from the District before rendering any such Supplemental Services. Compensation for the Supplemental Services shall be subject to District approval. The amount of such compensation shall be determined by a separate written agreement to be negotiated and signed by the Architect and the District at the time the need for the Supplemental Services arises and prior to the performance of any Supplemental Services. The Supplemental Services shall include:

**3.1.1 Revisions Required by New Laws.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of Applicable Laws subsequent to the preparation and completion of the Construction Documents, unless such Applicable Laws were enacted at the time of execution of this Agreement but not in effect until the preparation or completion of the Construction Documents. In the case of an Applicable Law enacted at the time of execution of this Agreement and subsequently effective, the Architect is expected to incorporate the requirements of the Applicable Law in anticipation of the Applicable Law taking effect during the preparation and completion of the Construction Documents for the Project.

**3.1.2 Damage to Work.** Providing consultation concerning replacement of Work damaged by fire and furnishing services required related to the replacement of such Work.

**3.1.3 Default of General Contractor.** Providing services made necessary by the default of the General Contractor (or Prime Contractors) or by the default, during the Construction Phase, of the Program Manager, but only if the need for such services does not arise directly or indirectly from the negligent acts, errors, or omissions of the Architect (including without limitation the Architect's failure to discover or report defects as provided in Section 2.9.10 above).

**3.1.4 Phased Construction.** If, after the completion of the Design Development Documents, the District requests the Project be bid or constructed in phases, and if the request or need for such phasing does not arise from the Architect's having exceeded the Budget, then plan preparation and/or contract administration work to prepare the phased Construction Documents will constitute Supplemental Services.

**3.1.5 Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager** Contract administration services performed by the Architect for a period of time after the Project construction completion deadline specified in the Construction Contract and/or the Project Schedule shall be Supplemental Services if the need for such contract administration services beyond said deadline results from a default or delay by the General Contractor (or Prime Contractor(s) or the Program Manager) under the Contract Documents and is authorized by the District.

**3.1.6 Models, Renderings and Electronic Modeling.** Preparation of scale models, study models, visual renderings, and electronic models (excluding Construction Documents in AutoCAD R-2007 format, presentation of Schematic drawings and elevations per Section 2.5.1).

**3.1.7 Information Regarding Site and Improvements.** To the extent directed by the District, the provision of detailed planning surveys, site evaluations and comparative studies of the Site, any adjacent or alternate real property which may be considered by the District in connection with the Project, and any existing or proposed buildings and other improvements located on the Site and/or contemplated to be constructed or included as part of the Project.

**3.1.8 Information Regarding Materials, Equipment, and Labor.** To the extent directed by the District, the provision of detailed quantity surveys pertaining to inventories of material, equipment and labor related to the Project.

**3.1.9 Analysis of Ownership and Operating Cost.** At the District's request, the provision of analyses of District ownership and operating costs for the Project.

**3.1.10 Inspection of Materials.** The Architect shall visit suppliers, fabricators, and manufacturers to review the quality or status of items (such as carpet, stone, wood veneers, and standard or custom furniture) being produced for the Project as deemed necessary.

**3.1.11 Authorized Additional Services.** Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in Exhibit "E".

**3.1.12 Excluded Design Services.** The Parties agree that the services identified in Exhibit "F" are not part of the Basic Services. If the District instructs the Architect to perform such services, those services shall be deemed Supplemental Services hereunder.

**3.1.13 Other Services.** When approved by the District, providing any other services not otherwise required by this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## ARTICLE 4: DISTRICT'S RESPONSIBILITIES

4.1 **District Shall Inform Architect of Project Requirements.** The District shall provide the Architect with information pertaining to the District's requirements for the Project (including the District's objectives, constraints and criteria related to the District's educational plan, its scheduling concerns, and its budgetary limitations) as necessary for the Architect to perform its obligations under Article 2 and Article 3 of this Agreement.

4.2 **District's Representative.** The District's Board of Trustees hereby appoints the Program Director, of the District's Program Management Team, as the District's Authorized Representative for the purposes of issuing written approvals, disapprovals, consents, waivers, directives, instructions, and other notices pursuant to this Agreement and the Project (the "**District's Authorized Representative**"). The Program Director may delegate any or all of his or her authority as the District Authorized Representative to one or more project managers by delivering a written notice to the Architect identifying the name of each such assistant and specifying the types of approvals, disapprovals, consents, waivers, directives, instructions, and other notices said assistant is authorized to issue. Except as authorized by this Section 4.2, no person or entity other than the District's Authorized Representative is authorized to issue any approval, disapproval, consent, waiver, directive, instruction, or other notice on behalf of the District in connection with this Agreement, and the Architect shall not rely on any purported oral or written approval, disapproval, consent, waiver, directive, instruction, or other notice issued by any other individual or entity.

4.3 **Notice of Faulty Construction.** The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents. However, the District's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities under this Agreement, under Titles 21 and 24 of the *California Code of Regulations*, or under the Field Act (codified at *Education Code* Sections 81130 – 81149. The District shall have no duty to observe, inspect, or investigate the Work or any other aspect of the Project.

## ARTICLE 5: COMPENSATION TO THE ARCHITECT

5.1 **Compensation for Basic Services.** As compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Two Hundred Four Thousand, One Hundred Eighty Dollars (\$204,180), as specified on the Schedule of Compensation attached as Exhibit "G" hereto. To the extent such compensation is based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at Exhibit "H".

5.2 **Allocation of Compensation Among Project Phases.** The total amount of such compensation shall be allocated among the separate phases of the Architect's Services as follows:

During & prior to the Schematic Design Phase	____%
During the Design Development Phase:	____%
During the Construction Documents Phase:	____%
Upon DSA approval:	____%
During the Bidding Phase	____%
During the Construction Phase:	____%
Upon completion of items required by Section 2.10:	____5%
TOTAL:	100%

5.3 **Compensation for Supplemental Services.** Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

5.4 **Payment in Monthly Installments.** Compensation payable to the Architect hereunder shall be paid monthly in arrears, in proportion to the percentage of completion of the Architect's Services which are to be performed in each phase of the Project. Each monthly installment shall be paid by the District upon its receipt of the Architect's invoice and corresponding back-up documentation. The back-up documentation referenced above shall include the following to the extent applicable with respect to each application for payment: (a) a description of the status of completion of the Basic Services; (b) a projection of Basic Services anticipated to be performed over the next thirty calendar days; (c) a description of the status of performance of Supplemental Services ; (d) a projection of Supplemental Services anticipated to be performed over the next thirty calendar days; (e) the status of the Architect's performance under the Project Schedule, noting any delays, their impact on progress of the Project, and recommendations for recapturing time lost. In the case of any Architect's Services which are performed and compensated on an hourly (as opposed to fixed fee or lump sum) basis, said back-up documentation shall also include detailed time summaries for Basic Services and Supplemental Services performed that are broken

down by timekeeper, task, and time expended (block billings are not permitted) and copies of time sheets.

**5.5 Reductions in Scope of Project.** Where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, and where modifications to the Project result in portions of the Project being eliminated and not constructed, compensation for Architect's Services applicable to those portions of the Project shall be payable only to the extent that actual services authorized by this Agreement have been performed. Where those modifications result in a reduction in the Project Construction Cost, and where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, then the corresponding reduction in the Architect's compensation shall be effective concurrent with the District's approval of the modifications to the Project, and shall be effective as to all phases of the Project from that point forward.

**5.6 Extension of Time During Which Architect's Services Must Be Performed.** Unless the Architect and the District have previously agreed in writing to the contrary, no delay or extension of the time necessary or available for the Architect's completion of the Architect's Services shall entitle the Architect to any additional compensation beyond that specified in this Agreement. Notwithstanding the foregoing, where such delay or extension is caused or made necessary by the default of the General Contractor (or Prime Contractor(s) or the Program Manager) under the Construction Contract, any additional compensation to be paid to the Architect in connection therewith shall be subject to the limitations set forth in Section 3.1.5 above.

**5.7 Reimbursement of Architect's Expenses.** The District shall reimburse the Architect at cost, without markup, for reasonable expenses of the types identified in Exhibit "J" incurred by the Architect and the Architect's employees and consultants in the course of the Architect's performance of the Architect's Services, but only to the extent that (a) such expenses have been specifically approved in writing by the District prior to those expenses being incurred, (b) the requirements set forth in Section 10.2 below, if applicable, have been satisfied, and (c) the Architect has provided the District with invoices, receipts and other documentation reasonably requested by the District, verifying the amounts of reimbursable expenses for which reimbursement is sought. Notwithstanding the foregoing, wherever this Agreement specifies that an obligation of the Architect or any item of the Architect's Services is to be performed at the Architect's expense, the Architect shall not be entitled to reimbursement hereunder.

#### **ARTICLE 6: AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT**

The District's receipt of funding (in an amount deemed necessary by the District) for the Project on terms and conditions acceptable in all respects to the District is a condition precedent to the effectiveness of this Agreement. If the District is unable to obtain funding in such amount or on such terms and conditions by the time that the District determines such funding is necessary for the commencement or completion of the Project, then this Agreement shall be void except to



the extent services have been rendered pursuant to authorization from the District's Board of Trustees.

## ARTICLE 7: TERMINATION

7.1 **Termination by District Without Cause.** This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

7.2 **Termination by Either Party For Cause.** Subject to the provisions of Article 8 below, this Agreement may be terminated by either Party upon not less than thirty days' written notice if the other Party has failed to substantially perform its obligations in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

7.3 **Termination for Lack of Funding.** The District may terminate this Agreement due to lack of funding for the Project pursuant to Article 6 above. Any termination pursuant to this Section 7.3 shall become effective immediately upon the District's delivery to the Architect of written notice of said termination.

7.4 **Suspension of Project by District.** If the Project is suspended by the District for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the interruption and resumption of the Basic Services.

7.5 **Abandonment of Project by District.** If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to the abandonment. In addition, the Architect may terminate this Agreement by giving not less than thirty days' written notice to the District; provided, that such termination shall not be effective if, within such thirty-day period, the District gives the Architect written notice that the Project is being resumed and the Project is, in fact, resumed within such thirty-day period.

7.6 **District's Failure to Pay Architect.** Without limiting the generality of Section 7.2 above, but subject to the provisions of Article 8 below, the District's failure to pay to the Architect any amounts required pursuant to the terms of this Agreement, where such failure continues beyond sixty days after the delivery of written notice by the Architect to the District, shall be grounds for termination of this Agreement by the Architect pursuant to Section 7.2 above. Furthermore, and again subject to the provisions of Article 8 below, where such non-payment continues beyond said sixty day period the Architect shall be entitled to suspend performance of the Architect's Services hereunder, and such suspension may commence immediately upon the expiration of said sixty day period (or upon any later date specified by the Architect) and may continue until the delinquent payment has been delivered by the District to the Architect.

7.7 **Compensation to Architect Upon Termination.** Where this Agreement is terminated for any reason, the Architect's compensation shall be limited to amounts due and payable for the Architect's Services as of the termination date pursuant to Section 5.1 above.

#### **ARTICLE 8: NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES**

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment (or nonpayment) for Work performed or not performed, the Parties agree that they shall negotiate in good faith to resolve the dispute. Pending resolution of any such dispute, the Architect agrees to continue to perform the Architect's Services diligently to completion and shall have no right to terminate or assign this Agreement so long as the District continues to make timely payment of all undisputed invoices. If the Parties are unable to agree upon a resolution of the dispute, the Architect agrees that the Architect will neither rescind this Agreement nor stop the progress of the Work; the Architect's sole remedy shall be to submit the dispute for determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

#### **ARTICLE 9: ACCOUNTING RECORDS OF THE ARCHITECT**

Records of the Architect's direct personnel and reimbursable expenses pertaining to the Supplemental Services and records of accounts between the District and the General Contractor (or Prime Contractor(s) and/or the Program Manager, if applicable) shall be kept in accordance with generally accepted accounting principles. Any and all such records shall be made available to the District or its authorized representative promptly upon the District's request at any time or times during the term of this Agreement or within five years following the expiration or termination of this Agreement.

#### **ARTICLE 10: EMPLOYEES AND CONSULTANTS**

10.1 **Engineers and Engineering Services.** As part of the Basic Services, the Architect shall furnish at its expense the services of landscape architects, structural engineers, mechanical engineers, electrical engineers, and provide civil engineering and landscape design services as deemed necessary for the Project.

10.2 **Approval by District.** The Architect shall submit, for written approval by the District, the names of the qualified engineers and consultants proposed for the Project. No engineers or consultants shall perform any work relative to the Project, nor shall the District be obligated hereunder to reimburse the Architect for any expenses incurred by or in connection with any such engineers or consultants, unless and until the involvement in the Project of the engineer or consultant in question has been approved in writing by the District. Nothing in this Agreement shall create any contractual relation between the District and any engineer or consultant employed or retained by the Architect under the terms of this Agreement.

10.3 **Engineer's Certification of Construction Documents.** The Architect shall ensure that each engineer hired or otherwise retained by the Architect in connection with the Project places said engineer's name, seal and signature on all Construction Documents, other Contract Documents, Change Orders, Record Drawings, and/or any other drawings and specifications prepared in whole or in part by said engineer.

10.4 **License and Experience Requirements.** The individual principal or employee of the Architect who is designated as the "architect of record" for the Project, and every engineer and consultant hired or otherwise retained by the Architect in connection with the Project, shall be licensed to practice in California.

10.5 **District's Disapproval of Individual Employees or Consultants.** If any individual employee or consultant of the Architect is not acceptable to the District, then that individual shall be replaced by the Architect with an acceptable, competent, and qualified person at the District's request.

10.6 **Construction Administrator/Field Representative.** The construction administrator or field representative assigned to the Project by the Architect, and each of the Architect's Project Representatives (if any), shall be (a) licensed as a California architect or engineer, (b) competent, qualified and authorized to make critical decisions relative to the Project in a timely manner, and (c) readily available to provide (by phone or facsimile and through correspondence) design direction and decisions when he or she is not at the Site.

## ARTICLE 11: INDEMNIFICATION AND DEFENSE

11.1 **Indemnification.** The Architect shall indemnify the District, its Board of Trustees, officers, employees, and agents from and against all "Liability" arising from any "Claim". As used in this Agreement, "Claim" means any third-party claim or allegation that the District (or any of its officers, employees, agents, or trustees) is responsible for damages caused by negligence, recklessness, or willful misconduct of the Architect or any subcontractor or consultant retained by the Architect. As used in this Agreement, "Liability" means any order issued by a court, arbitrator or judicial referee (or any voluntary settlement, if the Architect agrees to the settlement) requiring the District to pay money, take action, or refrain from action due to a Claim. "Liability" also includes any attorneys' fees and other expenses reasonably incurred by the District in defending a Claim.

11.2 **Defense.** If covered by the Architect's insurance policy (or policies) maintained under this Agreement, the Architect or its insurer will hire and pay the fees of an attorney to defend the District against any Claim as defined in Section 11.1. The District will select that attorney, unless the Architect's insurance policy requires the Architect or its insurer to select the attorney.

11.3 **Survival of Obligations.** The Architect's duties of indemnification and defense established in this Article 11 shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to all such Claims, whether those Claims are first asserted during the term of this Agreement or after the expiration or termination of this Agreement.

## **ARTICLE 12: INSURANCE**

The Architect, at its expense, shall purchase and maintain policies of insurance as required by this Article 12 with an insurer or insurers qualified to do business in the State of California and acceptable to District, insuring the Architect and the District against any and all Claims, whether such Claims arise from actions or inaction committed by (a) the Architect, (b) any subcontractor or consultant retained by the Architect, (c) any employee of any such subcontractor or consultant, or of the Architect, or (d) any other person or entity for whose acts any of the foregoing may be liable.

12.1 **Workers' Compensation.** The Architect shall carry Workers' Compensation Insurance in accordance with California law and Employers Liability Insurance with "per employee" and "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.2 **General and Automobile Liability Insurance.** The Architect shall carry commercial general liability insurance with limits not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K" for combined single limit, bodily injury and property damage liability per occurrence, including: (a) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury.

12.3 **Professional Liability Insurance.** The Architect shall carry professional liability insurance, including contractual liability, with "per claim" and "annual aggregate" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K". Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that the Architect subcontracts any portion of the Architect's Services, the Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, as modified by Section 12.5 below. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

12.4 **Policy Requirements.** Each policy of insurance required under Sections 12.1 and 12.2 above shall: (a) name the District and its Board of Trustees, officers, employees, and agents as additional insureds (required under Section 12.1 only); (b) be issued by an insurance company which is licensed to do business in the State of California and which has and maintains a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to the District; (c) state that, with respect to the operations of the Architect hereunder, such policy is primary and

any insurance carried by the District is excess and non-contributory with such primary insurance; (d) state that not less than thirty days' written notice shall be given to the District prior to cancellation (or not less than ten days' written notice, where cancellation is due to non-payment of premiums); and (e) shall waive all rights of subrogation on behalf of both the Architect and the insurer. The provisions of clause (b) of the preceding sentence shall also apply to each policy of insurance required under Section 12.3 above. The Architect shall notify District in the event of material change in, or failure to renew, any such policy. Prior to commencing any of the Architect's Services, the Architect shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event the Architect fails to obtain or maintain any policy of insurance required hereby, the District may, at its sole discretion, obtain such policy of insurance in the name of and for the account of the Architect, and in such event the Architect shall reimburse the District upon demand for the cost thereof. Further, maintaining the insurance required by this Agreement shall not relieve Architect from, nor limit Architect's liability with respect to, its obligations to indemnify the District as set forth in this Agreement.

**12.5 Subcontractor's Insurance.** If the Architect subcontracts any portion of Architect's Services, then (unless otherwise agreed to in writing by the District) the Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this 12.5, in amounts which are appropriate with respect to that subcontractor's part of the Architect's Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than the "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

**12.6 Additional Insurance Obligations.** Upon the District's reasonable request, the Architect shall carry and maintain during the term of this Agreement, at the Architect's sole cost and expense, (a) increased amounts of the types of insurance identified in Sections 12.1 through 12.3 above, and (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K".

### **ARTICLE 13: INDEPENDENT CONTRACTOR**

The Architect, in the performance of the Architect's Services under this Agreement, shall be and act as an independent contractor. The Architect shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Architect and not subject to the control or supervision of the District, except (a) as to the results of the Architect's Services, (b) as otherwise required by Applicable Laws, and (c) as otherwise specified in this Agreement. The Architect is not an employee of the District and shall not represent itself (and no employee of the Architect shall represent himself or herself) as an employee of the District. No payments made to the Architect hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. The Architect understands and agrees that neither the Architect nor any of the Architect's employees shall be considered officers, employees, or agents of the District, and that none are entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Architect assumes the full responsibility for the acts and/or omissions of the Architect's employees, subcontractors, consultants, or agents as they relate to the Architect's Services to be provided under this Agreement. The Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the Architect's employees.

#### **ARTICLE 14: CROSS-DEFAULT**

A default by the Architect under any other agreement between the Architect and the District (whether that other agreement was entered into prior to, concurrently with or subsequent to the Parties' entry into this Agreement) may also, at the District's option, be deemed to be a default by the Architect under this Agreement. If the District exercises such option, then the District shall have any and all remedies available to it resulting from a default by the Architect hereunder, including without limitation the right of the District to terminate this Agreement.

#### **ARTICLE 15: ARCHITECT'S RECORDS**

**15.1 Maintenance of Project Books and Records.** The Architect (and its subconsultants) shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. The Architect (and its subconsultants) shall maintain such records in sufficient detail to permit the District and its designees (including without limitation the District's independent auditors) to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from the other documents and records unrelated to the Project for a period of four years after the later of termination of this Agreement or final completion of the Project.

**15.2 District's Audit Rights.** The District and its designees (including without limitation the District's independent auditors) shall have the right to examine and to audit the books and records identified in Section 15.1 above ("**Audit**"). Such Audit rights shall include without limitation verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such Audit rights may be exercised at all reasonable times at the Architect's offices. The Architect shall, at no expense to the District (or to the District's designees and independent auditors) furnish facilities and cooperate fully with the Audit. Upon the District's (or its designee's or auditor's) request, the Architect shall provide reproducible copies of the records identified in Section 15.1 above that are applicable to the Audit for reproduction by the District and/or its designees and auditors.

15.3 **Reimbursement of Overpayments; Cost of Audit.** If any Audit reveals excess charges inaccurately or improperly collected by the Architect from the District, then the Architect shall refund the overpayment to the District within five business days after the receipt of the results of the Audit, together with interest at a rate that is the lesser of (i) ten percent per annum or (ii) the maximum rate allowable by law. Furthermore, if the Audit reveals that the Architect overcharged the District by more than five percent, then the Architect shall pay the cost of the Audit.

## ARTICLE 16: RESOLUTION OF DISPUTES

Disputes between the Parties in any way related to this Agreement (“**Disputes**”) shall be resolved by the Parties in accordance with the Dispute resolution provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to cause the Dispute to be adjudged by a trial court or jury (except as to enforcement of an arbitrator’s award, as noted below in this paragraph). The dispute resolution process set forth in this Article 16 shall be the exclusive recourse of the Architect and the District for determination and resolution of Disputes; provided, however, that either Party may bring litigation against the other in order to enforce an arbitrator’s award rendered pursuant to Section 16.4 below. The Parties shall utilize each of the following steps in the Dispute resolution process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Dispute resolution process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in that process.

16.1 **Step One: Submission of Disputes for Resolution.** Each Party’s rights to submit a Dispute for resolution pursuant to this Article 16 shall commence upon that Party’s discovery of facts which are the basis of the Dispute, subject to any applicable statute of limitations. The Party submitting a Dispute for resolution (the “**Claimant**”) shall do so by delivering to the other Party (the “**Respondent**”) a written statement (“**Statement of Dispute**”) setting forth in reasonable detail the events or circumstances giving rise to the Dispute, the dates of their occurrence, the damages claimed by the Claimant as a result of those events or circumstances, and the relief sought by the Claimant to resolve the Dispute. Concurrently with the delivery of the Statement of Dispute, the Claimant shall deliver to the Respondent supporting data and/or documentation adequate to substantiate the events and claims set forth in the Statement of Dispute. Said Statement of Dispute and supporting data and documentation must be delivered not later than thirty days after the Claimant’s discovery of the circumstances giving rise to the subject claims. Nothing contained herein shall preclude either Party from asserting claims in response to a Statement of Dispute from the other Party.

16.2 **Step Two: Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than ten days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted by such Party, and with full authority to resolve such Dispute then and there, subject only to the District’s right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Dispute involves the assertion of

a right or claim by a subcontractor against the Architect that is in turn being asserted by the Architect against the District, then such subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Dispute is not resolved, the Parties may either continue the negotiations or either Party to this Agreement may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

**16.3 Step Three: Non-Binding Mediation.** If the Dispute remains unresolved after direct negotiations pursuant to Section 16.2 above, the Parties agree to submit the Dispute to non-binding mediation before a mutually acceptable third party mediator.

**16.3.1 Qualifications of Mediator.** The mediator shall be selected by the mutual agreement of the Parties. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

**16.3.2 Submission to Mediation and Selection of Mediator.** The Party initiating mediation of a Dispute shall provide written notice to the other Party of the initiating Party's decision to mediate. In the event the Parties are unable to agree upon a mediator within fifteen days after the receipt of such written notice, then the Parties shall submit the matter to the American Arbitration Association ("AAA") at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

**16.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District. The costs of mediation shall be shared equally and in advance by both Parties. The mediator shall provide an independent assessment on the merits of the Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

**16.4 Step Four: Binding Arbitration.** If the Dispute is not resolved by mediation, the Party wishing to further pursue resolution of the Dispute shall submit the Dispute for final and binding arbitration pursuant to the provisions of *Public Contract Code* Sections 10240 *et seq.* The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

**16.4.1 Initiation of Arbitration.** The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to *Public Contract Code* Section 10240.5.

**16.4.2 Qualifications of the Arbitrator.** The arbitrator shall be selected by the mutual agreement of the Parties. The arbitrator shall be a retired judge or an attorney with at least five years of experience with public works construction contract law and in arbitrating public works construction disputes. In the event the Parties cannot agree upon a mutually acceptable arbitrator,



then the provisions of *Public Contract Code* Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein. Under no circumstances shall the arbitrator be the same individual as the mediator hearing the complaint under Section 16.3 above.

16.4.3 **Hearing Days and Location.** Arbitration hearings shall be held at the offices of the District and, except for good cause shown to and determined by the arbitrator, shall be conducted on consecutive business days, without interruption or continuance.

16.4.4 **Hearing Delays.** Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

16.4.5 **Recorded Hearings.** All arbitration hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by the District and the Architect and allocated by the arbitrator in the final award.

16.4.6 **Discovery.** Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the *Public Contract Code*, without limitation on the number of percipient or expert witnesses. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (excluding rebuttal reports) not so submitted shall not be admissible as evidence.

16.4.7 **Authority of Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

16.4.8 **Waiver of Jury Trial.** The Architect and the District each voluntarily waives its right to a jury trial with respect to any Dispute that is subject to binding arbitration in accordance with the provisions of this Article 16. The Architect shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its subcontractors who provide any portion of the services required by this Agreement.

16.4.9 **Consolidation and Joinder.** The Parties hereto consent to the consolidation or joinder of any third-party claims involving either of the District's or the Architect's consultants relative to the Dispute, but only if resolution of those third-party claims is reasonably necessary to the complete resolution of the Dispute and only if the District or the Architect has the right to require said third party or parties to submit to the binding arbitration contemplated pursuant to this Article 16.

## ARTICLE 17: MISCELLANEOUS

17.1 **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the Architect.

**17.2 Successors and Assigns; Prohibition Against Architect's Assignment.** The District and Architect, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Agreement with respect to the terms of this Agreement. The District may assign its rights and obligations under this Agreement to any third party upon written notice to the Architect. The Architect shall not assign this Agreement or any of its rights or obligations hereunder.

**17.3 Entire Agreement; Modification.** This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement (and the duties, responsibilities, and limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the Architect.

**17.4 Notices.** All written notices required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service, or (iv) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, return receipt requested, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

**To the District:**

Coast Community College District  
1370 Adams Avenue  
Costa Mesa, California 92626  
Attn: Director, Facilities and Planning  
Telephone No.: (714) 438-4731  
Fax No.: (714) 438-4689  
E-mail: jmarchbank@cccd.edu

**With a copy to:**

Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Director, Risk Services  
Telephone No.: (714) 438-4800  
Fax No.: (714) 438-4689  
E-mail: bkerwin@cccd.edu

**To the Architect:**

Hill Partnership Inc  
115 22<sup>nd</sup> Street  
Newport Beach, CA 92663  
Attn: Lawrence A. Frapwell, Architect

**With a copy to:**

Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Jerry Marchbank

Telephone No.: 949-675-6442  
Fax No.: 949-675-4543  
E-mail:

Telephone No.: 714-438-4731  
Fax No.: 714-438-4893  
E-mail: jmarchbank@cccd.edu

17.5 **Time.** Time is of the essence of every provision contained in this Agreement.

17.6 **Incorporation of Recitals.** All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

17.7 **Attorneys' Fees.** In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

17.8 **Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

17.9 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

17.10 **Consent to Jurisdiction and Service of Process.** Subject to Article 16, all judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non-conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

17.12 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

17.13 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

17.14 **Further Assurances.** Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

17.15 **No Waiver.** Any waiver, consent, or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

17.16 **Rights and Remedies.** Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

17.17 **Joint and Several Liability.** To the extent that either Party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

17.18 **Confidentiality.** This Agreement and the Project Documents shall be held confidential by the Architect to the extent they are not subject to disclosure pursuant to the terms of this Agreement (including without limitation Section 1.6 above and this Section 17.18 or under the Brown Act or the California Public Records Act. The Project Documents shall not, without the written consent of the District, be used or reproduced by the Architect for any purposes other than the performance of the Architect's Services. The Architect shall not disclose, or cause or facilitate the disclosure of, the Project Documents to any person or entity not connected with the performance of the Architect's Services or the Project. Nothing furnished to the Architect which is otherwise known to the Architect or is generally known, or has become known, to the related industry shall be deemed confidential. The Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Architectural Services or the Project in any magazine, trade paper, newspaper, television or radio production, web site, or other similar medium without the prior written consent of the District.

This Agreement is entered into as of the day and year of later execution below.

**ARCHITECT**

**COAST COMMUNITY COLLEGE DISTRICT**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name: Lawrence A. Frapwell**

**President, Board of Trustees**

**Date:**

**Date:**

**Architect's Federal Taxpayer I.D. Number:**

\_\_\_\_\_-\_\_\_\_\_

## **EXHIBIT "A"**

### **DESCRIPTION OF PROJECT**

Description:

**Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium**

#### **1. Background:**

This project consists of a new, approximately 9,200 gross square feet (gsf), single-story Planetarium, in general conformance with scope defined in the 2009 Feasibility Study.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building and will require demolition of the existing Planetarium Building.

The assumed construction value of the project is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and will need to be adjusted for inflation, construction cost escalation, and increased cost of specialized technological equipment at the time of construction bidding.

#### **2. Goal/Purpose**

Preliminary design of a campus master planned building in accordance with Vision 2020.

#### **3. Comments**

As fundraising efforts for the construction of this project are ongoing, Orange Coast College will only proceed with the preliminary planning phase at this time. This results in an immediate-term fiscal impact of \$199,680 (plus \$4,500 reimbursable allowance).

#### **4. Recommendation Statement**

The District publically advertised a Request for Qualifications (RFQ) for

Architectural Design Services on February 14, 2011. As a result, the Orange Coast College Planetarium Architect Selection Committee received sixteen (16) RFQ responses, interviewed six prospective candidates and three subsequent finalists, and ultimately determined that Hill Partnership, Inc. presented the best qualifications to successfully design this technologically unique and complex building.

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership Inc. for architectural services for the Orange Coast College Planetarium pursuant to the Districts' Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

	<u>Preliminary Planning Phase</u>	
a.	Design Phase	\$ 66,560
b.	Design Development Phase	\$133,120

Total fee for architectural services:	\$199,680
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h.	Reimbursable Expenses	\$ 4,500
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**EXHIBIT “B”  
KEY PERSONNEL**

CLASSIFICATION	NAME




**EXHIBIT “C”**

**SCHEDULE OF PROJECT DEADLINES\***

Sheet __ of __
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NTP:	TBD
Schematic Design	Weeks
Review and Approval:	Weeks
Design Development:	Weeks
District Review and Approval:	Weeks
Submit to State for Approval:	Prior to: _____
Construction Documents 50%:	Weeks
Construction Documents 95%:	Weeks
District Review and Approval:	Weeks
DSA Review & Approval:	Weeks
Submit to State for Approval:	Week
Bid Period:	Weeks
Construction Contract Award:	Weeks
Construction Period:	Months (estimated)

## EXHIBIT "D"

### SUBMITTAL REQUIREMENTS

Unless otherwise directed by the District, the Architect shall submit to the Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS APPLICABLE TO PHASE
Schematic Design	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
Design Development	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
50% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
95% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 95% level detailed cost estimate and engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.

Upon DSA Approval	1 set of prints bearing an original DSA stamp of approval; 3 copies of full size and 3 half-size prints with DSA's stamp of approval.	1 set of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 copies of 8 1/2" x 11" bound Specifications and engineering calculations with DSA's approval stamp; 3 sets of the final detailed cost estimate updated to reflect DSA comments. An electronic or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of final detailed cost estimate.
Bidding support / solicitation of bids	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets.	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets.
Bidding Support Addenda	3 sets of full size reproducible drawings bearing DSA stamp of approval; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" Specifications and written addenda; 3 copies of electronic files of all documents.
Construction Phase	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."
Record Documents	Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 3 sets of full size and 3 half-size prints of Record Drawings; 1 set of reproducible Record Drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Drawings.	Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 3 sets of Record Manual; 1 set of reproducible Record Project Manual to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Project Manual.

In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to the following:

Division of State Architect; Bureau of Public Works (B Permit); County Health Department (Food preparation and food service); Office of the Public School Construction; State Chancellor's Office; Local Fire Department.

**EXHIBIT "E"**

**AUTHORIZED ADDITIONAL SERVICES**

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**None**

**EXHIBIT "F"**

**EXCLUDED DESIGN SERVICES**

See Attached Proposal

**EXHIBIT "G"**

**SCHEDULE OF COMPENSATION\***

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As total compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Two Hundred Four Thousand, One Hundred Eighty Dollars (\$204,180).





**EXHIBIT "Y"**

**FEE PAYMENT SCHEDULE**

	Sheet 1 of 1
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Schematic Design Phase:	\$ _____	Invoiced monthly
Design Development:	\$ _____	Invoiced monthly
Construction Documents 50%:	\$ _____	Invoiced monthly up to this amount
Construction Documents 95%:	\$ _____	Invoiced monthly up to this amount
DSA Review & Approval:	\$ _____	Upon submittal to the State of DSA approved Construction Documents
Bidding Phase:	\$ _____	Invoiced monthly up to this amount
Construction Period:	\$ _____	Invoice monthly up to this amount
Construction Close-out:	\$ _____	Upon completion of items required by Section 2.10
<b>Total Fee:</b>	<b>\$ _____</b>	

## EXHIBIT "J"

### REIMBURSABLE EXPENSES

District shall, in addition to its Basic Services compensation, reimburse Architect a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by Architect in furtherance of performance of its obligations under this Agreement, but only to the amount expended by the Architect ("at cost"), only to the extent that such expenses are generated in connection with the operations of this Project, and only to the extent authorized by Section 5.7 of the Agreement:

- (i) Printing and reproduction expenses for drawings and documents beyond that which is included in this Agreement;
- (ii) express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as but not limited to timesheets, expense reports, inter-office memoranda, invoices, etc.);
- (iii) long distance telephone calls (i.e., outside the 562, 323, 213, 310, 818, 714, 626, 909, and 949 area codes);
- (iv) mileage beyond a 50 mile radius of Architect's office in conjunction with the performance of Basic and/or Additional Services (excluding travel from residence to Project or Architect's home or branch offices to Project) at the rate established by Internal Revenue Service and related parking and/or tolls;
- (v) out-of-town travel as approved in advance in writing by District;
- (vi) regulatory agency and permit-filing fees that are specific to the Project;
- (vii) presentation models and renderings;
- (viii) preparation of measured "as-built" drawings.
- (ix) selection by the Architect, at the District's request, of movable furniture, equipment, or articles not included in the Construction Contract;
- (x) special consultants other than included in Basic Services;
- (xi) providing detailed quantity surveys or inventories of material, equipment, and labor.

**EXHIBIT "K"**

**SCHEDULE OF INSURANCE**

Current Certificates for Liability and Worker's Compensation are required to be on file for all District projects.

District insurance requirements are:

1. Commercial General Liability Insurance for bodily injury and property damage, including accidental death in an amount not less than One Million Dollars per occurrence, Two Million Dollars in the aggregate, and commercial auto liability insurance with limits of not less than One Million Dollars per occurrence, including: (1) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury. Coast Community College District is to be named as an additional insured.
2. Professional Liability Insurance covering the Consultant's negligent acts, errors, and omissions, with limits not less than \$1,000,000 each claim and \$3,000,000 annual aggregate and with a deductible of not more than \$50,000. Such policy shall continue in effect for four years following the date of acceptance by the District of the completed project for which the Consultant provided services.
3. Worker's Compensation Insurance in accordance with California law and Employers Liability Insurance with limits of not less than One Million Dollars per employee and One Million Dollars per occurrence.

**EXHIBIT "L"**  
**DESCRIPTION OF BOND PROGRAM**  
(IF ANY)

**EXHIBIT "M"**

**ARCHITECT'S STATEMENT OF QUALIFICATIONS AND PROPOSAL**



115 22nd street newport beach, california 92663

p. 949.675.6442 f. 949.675.4543

hpiarchitecture.com

March 31, 2011

Jerry Marchbank  
Assistant Director, District Facilities  
Coast Community College District  
Facilities and Planning Department  
1370 Adams Avenue  
Costa Mesa, CA 92626

Dear Jerry:

Hill Partnership Inc. (HPI) is pleased to respond to the District's Request for Qualifications with tremendous interest and confidence in our ability to continue to work as a member of your team in the planning, design and implementation of the Orange Coast College Planetarium Project. Having worked closely with the OCC Foundation to provide preliminary programming, planning and conceptual design services to establish the Planetarium Project scope and concept, we are passionate about the opportunities this project represents to the College and the community it serves.

HPI represents the following proven expertise and qualifications:

- Extensive experience in public and private education projects including more than two decades of serving California Community Colleges as architects and planners. HPI is currently serving 6 California Community College Districts at 8 different campuses. We are currently involved in, or have recently completed, more than 700,000 sq. ft. of instructional and related space at these same campuses, with consistent client satisfaction.
- Demonstrated skills in working within the collegial and participative culture of higher education in general and Community Colleges specifically.
- Recent, directly related experience in the planning and design of similar instructional projects where the sum total of the design transcends the simple program requirements to create places which stimulate and educate both students and the local community.
- Experience in designing and processing projects through the Offices of the California Community College System, the Division of the State Architect (DSA), the State Fire Marshal, and local jurisdictional agencies.

Larry Frapwell, HPI's Principal-in-Charge / Project Manager will provide leadership and coordination of the Architectural / Engineering services and Construction Administration team. He will be supported by strong and experienced project team members as reflected in the following pages.

We will continue to commit the time, energy and experience necessary to assist Orange Coast College in the design and delivery of a project which enhances the College's ability to meet the needs of the students and the community it serves; to create a project which stimulates and educates individuals of all ages and backgrounds in the exciting world of science.

HILL PARTNERSHIP INC.

  
Lawrence A. Frapwell, Architect  
Principal-in-Charge  
Authorized Officer

## Firm Information

- **Type of organization or company structure:**  
Hill Partnership Inc. is a California Corporation
- **Certification that the "Architectural" firm is legally permitted or licensed to conduct business in the State of California for the services offered.**

California Architectural License Numbers of HPI Principals:

Lawrence A. Frapwell, President	C 11360
John Paris, VP	C 13009
Mark Hendrickson, VP	C 23949

- **Number of years the firm has been in business:**  
36 years
- **Location of principal office that will be responsible for the implementation of this contract:**

HPI Architects  
115-22nd Street  
Newport Beach, CA 92663

- **Litigation:**

HPI is committed to working with its clients and partners to avoid and/or resolve disputes as quickly as possible. HPI has not been terminated for default nor had a judgment against it. HPI has been party to litigation on two private senior living projects. The matters were quickly resolved well before trial.

- **List company or individual team members experience in providing same services. Include name of projects, client, city, and state.**

Hill Partnership Inc. (HPI) was founded in 1975 and has provided over 35 years of continuous service to a variety of public and private client. In the course of our institutional work, we have developed special expertise in educational programming, planning and design with extensive experience in California Community College facilities. Our work in the higher education arena ranges from conceptual site and master planning through new buildings, renovation and earthquake damage repair / mitigation, and expansion projects. Community College campuses currently or recently served include:

### Coast Community College District

- Orange Coast College Master Plan /multiple projects
- Golden West College 2 Projects
- Coastline College Mater Plan

### Long Beach City College

- Pacific Coast Campus 5 Projects

### Mt. San Antonio College District

- Mt. San Antonio College 4 Projects

### Los Angeles Community College District

- Pierce College 1 Project

### El Camino Community College District

- El Camino College 1 Project
- Compton College 1 Project

### Riverside Community College District

- Norco College 2 Projects

Please refer to resumes in Tab 3 for additional information on specific Projects.

## References

### Mt. San Antonio College Walnut, CA

Gary Nellesen  
Director of Facilities Planning and Management  
1100 North Grand Ave., Walnut, CA 91789  
(909) 594-5611 Ext. 5179

Larry L. Redinger  
Dean of Math and Science  
1100 North Grand Ave., Walnut, CA 91789  
(909) 594-5611 Ext.4425

### Long Beach City College

Pacific Coast Campus, Long Beach, CA

Ann-Marie Gabel  
Vice President of Administrative Services  
4901 E. Carson St., Long Beach, CA  
(562) 938-4540

Medhanie Ephrem  
Assistant Director, District Facilities  
4901 E. Carson St., Long Beach, CA  
(562) 938-5998

### Golden West College

Huntington Beach, CA

Janet Houlihan  
Vice President  
15744 Golden West St., Huntington Beach, CA  
(714) 892-7711, Ext. 58307

David Hudson, Ph.D.  
Dean of Arts and Letters  
15744 Golden West St., Huntington Beach, CA  
(714) 895-8772

### Orange Coast College

Costa Mesa, CA

Richard Pagel  
Vice President - Administrative Services  
2701 Fairview Rd., Costa Mesa, CA  
(714) 432-5024

Doug Bennett  
Foundation Executive Director  
2701 Fairview Rd., Costa Mesa, CA  
(714) 432-5126

### Riverside Community College District

Riverside, CA

Michael Stephens  
Capital Programs Administrator  
3845 Market St., Riverside, CA  
(951) 222-8946

Bart Doering  
Capital Program Administrator  
3845 Market St., Riverside, CA  
(951) 222-8962

**Lawrence "Larry" Frapwell**  
**Principal-in-Charge**  
**Project Manager**



#### **Education**

Bachelor of Architecture, 1976  
California Polytechnic State  
University  
San Luis Obispo, California

#### **Affiliations**

Member:

- California Community College Facilities Coalition (CCFC)
- Society of Colleges & University Planners (SCUP)
- Council of Educational Facility Planners International (CEFPI)

#### **Registration**

Licensed Architect C11360 CA  
LEED Accredited Professional

#### **Qualifications**

Larry has over 30 years of professional experience in programming, architecture and interior design in education, hospitality, and corporate facilities. As Principal in Charge / Project Manager Larry will serve as your "architect". He will be responsible for leadership of the design team and will be the primary point of communication with the College. Mr. Frapwell's experience includes guiding clients through interactive architectural programming and design sessions, working with project committees with diverse representation, and presentation to boards and public agencies.

#### **Selected Project Experience**

##### **Coast Community College District/Orange Coast College**

- Facilities Master Plan 2002 and 2011
- Planetarium Feasibility Study; 9,300 SF
- Watson Hall/Student Services Renovation; 56,000 SF
- Technology Center; 79,400 SF instructional building

##### **Coast Community College District - Golden West College**

- Language Arts Complex (FPP); 67,000 SF
- Facility Master Plan 2011

##### **Cerritos Community College**

- Facilities and Purchasing Complex; 34,000 SF

##### **Long Beach City College**

- Multi-Disciplinary Academic Building; 112,000 SF
- Fitness Center Renovation; 7,100 SF
- Construction Trades Modernization & Replacement (FPP) - 33,745 SF

##### **Mt. San Antonio College**

- Classroom and Laboratory Renovations (Bldgs. 7, 11 and 26); 214,000 SF
- Math and Science Classroom Building; 63,000 SF
- Planetarium Renovation and Modernization; 18,830 SF

##### **Los Angeles Community College District**

- Pierce College Horticulture and Animal Science Facility; 29,765 SF

##### **Riverside CCD - Norco**

- Operations Center; 21,900 SF
- Secondary Effects; 25,000 SF

##### **Pepperdine University**

- Center for Communication and Business; 60,000 SF

##### **California State University San Bernardino**

- Campus Entry/Visitor Information Building
- Observatory and Science Resource Center; 9,400 SF

##### **University of California, Riverside**

- College of Engineering Center for Environmental Research and Technology 26,000 SF
- Child Development Center; 12,812 SF

##### **University of Southern California**

- Davidson Conference Center Renovation; 28,000 SF
- School of Dentistry Expansion, Programming and Planning
- School of Music Practice and Performance Building; programming/Planning

##### **Vanguard University**

- Facilities Master Plan
- Student Union Building Design
- Residence Hall Design

##### **California Baptist University**

- School of Business; 54,000 SF
- Central Plant Expansion & Ceramics Replacement



**Ammar Sarsam**  
**Project Architect / DSA Leader**



**Education**

Masters of Architectural  
Technology, 1990  
University of Technology,  
Baghdad, Iraq  
Bachelor of Architectural  
Engineering, 1985  
University of Mosul,  
Mosul, Iraq

**Registrations /**

**Affiliations**

Licensed Architect:  
California # C30902  
Alberta, Canada  
NCARB Cert. # - 58765  
LEED Accredited Professional  
California Community College  
Facilities Coalition (CCFC)

**DSA Experience**

*"...this was the most complete  
submittal and efficient back  
check for a project of this  
scale in my six years as an  
access compliance reviewer  
at DSA. If I could give awards,  
first prize would go to Ammar  
Sarsam of HPI."*

Carlos Araujo, Architect  
DSA, Los Angeles Office

**Qualifications**

Ammar has 20 years of professional experience in architectural programming, design, construction documentation, and construction administration. Since joining HPI in 2003, Ammar has worked closely with the principals in the programming and design phases of education projects in California. As Project Architect he has lead the construction document and DSA process on multiple community college and K-12 projects. Ammar has successfully processed more than 150 million dollars of construction projects through DSA within the last 5 years.

Ammar will lead the in-house architectural team throughout the project process and will be responsible for day to day coordination of outside consultants. As technical manager he will assist Larry in development and coordination of the project schedule; direct the preparation of architectural documents; code analysis; coordination of the quality assurance/quality control efforts; DSA communication, submittals, reviews and approvals; assisting HPI's construction administrator and insuring the necessary and appropriate architectural resources are provided during the bidding and construction phases.

**Selected Project Experience**

**Cerritos Community College**

- Facilities and Purchasing Complex; 34,000 SF

**Riverside CCD - Norco**

- Operations Center; 21,900 SF
- Secondary Effects (Multi- Building Renovation); 25,000 SF

**Mt. San Antonio Community College District**

- Laboratory and Classroom Modernizations; 74,000 GSF (Bldgs. 7 and 11)
- Building 12 Modernization; 11,800 GSF

- Precinct Planning - 2200 stall Parking Structure

- Precinct Planning - School of Business and Computer Science; 60,000 SF

- Math & Science Classroom Building; 63,000 GSF

**Coast Community College District/Orange Coast College**

- Watson Hall Modernization and Seismic Up-grade; 56,000 SF
- Planetarium Feasibility Study; 9,300 SF

- Orange Coast College Masterplan

**Los Angeles Unified School District**

- Valley Region Elementary School #10; 54,000 SF
- Bellingham Elementary School; 43,000 SF New & 5,000 SF Renovation

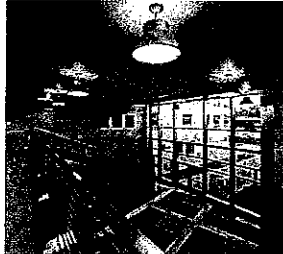
**Vanguard University**

- Facility Master Plan
- Student Union Building; 54,485 SF

**Goodwill Industries of Orange County**

- Masterplan and Phase I Implementation; 35,000 SF

**Douglas Choi**  
**Project Designer, LEED AP**



#### **Education**

Bachelor of Architecture, 1994  
California State Polytechnic University  
Pomona, California

#### **Registrations / Affiliations**

LEED Accredited Professional  
ARE candidate for licensure

#### **Qualifications**

Doug has 16 years of professional experience in architecture, design, and programming including significant experience in the design of community college, K-12 and other higher education projects. Since joining HPI in 2005 Doug's primary responsibility has been in the design of academic facilities including work on multiple community college projects. Doug will work directly with Larry and the balance of the HPI team to interpret and translate the project program into design options and alternatives, assist in the presentation and communication of the solution to College's project team and refine the design in response to user input.

#### **Qualifications**

##### **Selected Project Experience**

###### **Cerritos Community College**

- Facilities and Purchasing Complex; 34,000 SF

###### **Mt. San Antonio College District**

- Buildings 7, 11 and 26 Exterior Renovations

- Math & Science Classroom Building; 63,000 SF

- Parking Structure Precinct Study; 2,200 stalls

- Business & Computer Science Building Precinct Study; 60,000 SF

###### **Coast Community College District / Orange Coast College**

- Facilities Master Plan 2011

- Planetarium Feasibility Study; 9,300 SF

###### **Coast Community College District / Golden West College**

- Facilities Master Plan 2011

- Language Arts Complex (FPP); 67,000 SF

###### **Riverside CCD / Norco College**

- Operations Center; 21,900 SF

###### **El Camino Community College**

- Compton College Central Plant

- Industry and Technology Building Modernization; 105,000 SF

###### **Long Beach Community College District**

- Construction Trades I Modernization - Building MM Carpentry and Refrigeration; 18,000 SF

###### **LA Community College District / LACC**

- Student Union and Bookstore; 60,000 SF Design Build Competition submittal

###### **LA Community College District / Pierce College**

- Horticulture and Animal Science Facility; 29,000 SF

###### **Vanguard University**

- Facilities Master Plan

- Student Union Building; 54,485 SF

###### **Los Angeles Unified School District**

- Valley Region Elementary School #10; 54,000 SF

- Byrd High School Expansion and Modernization

- Bellingham Elementary School

###### **Prior to HPI**

###### **Rancho Santiago College District**

- Santiago Canyon College Facilities Master Plan

- Santiago Canyon College Math & Science Building; 70,000 SF

###### **Southwestern Community College District**

- Southwestern Community College Child Development Center; 20,000 SF

###### **South Orange County Community College District**

- Saddleback College Health Science & District Offices Bldg.; 64,000 SF

###### **North Orange County Community College District**

- Cypress College Maintenance & Operations Facility; 14,000 SF

## **MYERS HOUGHTON PARTNERS**

Structural Engineering

**Kenneth O'Dell, SE**

4500 E. Pacific Coast Highway,  
Suite 100

Long Beach, CA 90804

P (562) 985-3200 , Ext. 112

F (562) 985-1011

### **Registrations/Affiliations**

Structural Engineer, CA

Registration No. 4101

Civil Engineer, CA

Registration No. 50370

## **S & K ENGINEERS**

Mechanical, Electrical, Plumbing, Fire

**John Holland, P.E., LEED AP**

**Craig P. Dale, Fire Protection  
Engineer**

421 E. Huntington Drive

Monrovia, CA 91016

P (626) 930-1383

F (626) 930-1997

### **Registrations/Affiliations**

Professional Engineer, CA

CA License # M20430

Professional Contractor

CA License # 796370

## **HALL AND FOREMAN, INC.**

Civil Engineering

**Glenn M. Chung, PE**

17782 17th Street, Suite 200

Tustin, CA 92780-1947

P (714) 665-4500

F (714) 665-4501

### **Registrations/Affiliations**

Civil Engineer, CA

CA License #62794

Ken O'Dell joined MHP in 1989. Representative projects shown below showcase Ken's experience with DSA and the diversity of education projects executed under his direction:

**Mt. San Antonio College** – New 63,000 sf Math & Science Building, including Exploratorium and Large Animal Museum.

**Mt. San Antonio College** – Renovation of Buildings 7, 11, 26 including Planetarium Renovation

**Long Beach Community College** – Renovation of Buildings AA, BB, CC, DD, EE, & GG

**Cerritos College** – New 27,100 square foot Maintenance & Operations Building,

**Riverside Community College District (Norco)** – New 25,000 sf, one-story warehouse, shop and office structure

**El Camino College** – New 100,000 sf Math & Science Building

**El Camino College** – Renovation of 105,000 sf Industry & Technology Building

**Riverside Community College District (Norco)** – New 25,000 sf, one-story warehouse, shop and office structure

**Santiago Canyon College** – New 38,000 sf Administration/Classroom Building

Mr. Holland has over 30 years of experience in all aspects of Mechanical/Electrical engineering. Representative community college experience includes:

**Orange Coast College**, Planetarium Feasibility Study/Conceptual Design

**Antelope Valley College**, Health & Science Building, Lancaster

**Citrus College**, Center for Innovation, Glendora

**College of the Canyons**, Aliso Laboratory, Valencia

Mr. Dale has over 25 years of experience in ensuring projects are code-compliant as well as cost efficient.

**Santiago Canyon College**, Maintenance and Garage

**L.A. Mission College**, Media Art Center, Sylmar

**Victor Valley Community College District**, Eastside Public Safety Training, Apple Valley

**L.A. Trade-Tech College**, Liberal Arts Theater Renovation

**Cerritos College**, Liberal Arts Building

Mr. Chung has over 16 years of experience as a designer, project manager, project director, and principal in charge. He has extensive experience working with DSA permits and has worked on many upper division education facilities.

**Citrus Community College**, Various Modernization Projects

**Cerritos Community College**, Quad Redevelopment and Campus-Wide Infrastructure Planning

**Cerritos Community College**, Math and Science Building

**Chaffey Community College**, Education Excellence Center and Science Building Complex

**Cypress College**, Stormwater Design and Management Services Various Modernization Projects

**Cypress College**, LLC Modernization Projects

**Fullerton Community College**, Learning Library Resource Center

**Fullerton College**, Infrastructure Modernization

**Irvine Valley College**, Atrium and Life Science Building

**Riverside C C District**, Norco, Operations Center Norco Campus

**MCKAY CONANT HOOVER**

IT/Telecom/AV/Acoustics

**Dave Conant, FASA**

5655 Lindero Canyon Rd., #325

Westlake Village, CA 91362

P (818) 991-9300

F (818) 991-2324

**Registrations/Affiliations**Board Member, Acoustical  
Society of America (ASA)National Council of Acoustical  
Consultants

Dave has over 23 years of technical project management and systems engineering experience. He provided full service acoustic and audiovisual design for the recent renovation and expansion of the **Griffith Observatory, Los Angeles**. Other related projects include Arizona Science Center **Dorrance Planetarium**, Phoenix, AZ; UCSB Santa Barbara Media Arts Technology **Nanosystems Institute**. Following is Dave's Community College related experience:

**Orange Coast College:** Moore Theater Renovation; Watson Hall renovation**Mt. San Antonio College:** New Performing Arts Center & Expansion;  
Acoustical Study & Retrofit Recommendations for the Gymnasium**Pasadena City College:** Arts & Music Building**Foothill College:** Black Box Theater**LA Valley College:** Music & Theater Arts Building; Library, Arts, Music and Theater Building**Pierce College:** Performing Arts Auditorium**West LA College:** Communications & Entertainment Media Arts Center**O'CONNOR CONSTRUCTION  
MANAGEMENT**

Cost Control

**John Mauk, CPE, LEED AP**

8851 Research Drive

Irvine, CA 92618-4236

P (949) 476-2094

F (949) 476-8294

John Mauk is the Regional Manager in O'Connor's Irvine office. He is responsible for all cost estimating assignments in Southern California.

**Orange Coast College:** Interdisciplinary Building, Science Building**Santiago Canyon College:** Planetarium**Mt. San Antonio College:** Planetarium, Buildings 7, 11, and 26 Interior Renovations, Math and Science Building, Science Building**Goldenwest College:** Swimming Pool and Locker Rooms, Structural Repairs; Language Arts Complex, New Classroom Building**College of the Desert:** South Annex Villa, Infrastructure Master Plan, Bond Program estimating**East LA College:** Student Services Building, Performing and Fine Arts Center, Infrastructure Improvements Projects, Parking Structure, Physical Plant, Health and Life Science Building, Math and Science Building**El Camino College:** Humanities Building**LA Harbor College:** Athletics Building and Fields, PE and Wellness Center, Southwest Campus Athletic Field, Theater Rigging, Theater/Drama Buildings, Child Development Center, Instruction and Classroom Building, Northeast Academic Building & Student Services Center, Central Plant, Facilities Operations & Maintenance Building, Loop Road, Science Building**Long Beach City College:** Buildings Multi-disciplinary Academic Building, Learning Resources Center**Registrations/Affiliations**Certified Professional  
Estimator / American Society  
of Professional EstimatorsLEED Accredited Professional  
/ U.S. Green Building CouncilPast President / American  
Society of Professional  
Estimators, Orange County  
Chapter**WOODWARD DIKE  
ASSOCIATES**

Landscape Architecture

**Woody Dike**

11 Via Conocido

San Clemente, CA 92673

P (949) 226-2891

F (949) 481-9429

Representative projects shown below showcase the diversity of..education.projects designed under Woody' direction with HPI.

**Orange Coast College:** 2011 Facilities Master Plan, Planetarium Feasibility Study and Conceptual Planning**Golden West College:** Language Arts Building FPP, 2011 Facilities Master Plan**Long Beach Community College:** Multi-disciplinary Academic Building, Health and Fitness Center,**Mt San Antonio College:** Building 12, Parking Structure/ Business and Computer Science Precinct Planning, Ag Science south slope,**Norco Community College:** Operations Center**Pierce College:** Horticulture and Animal Science**California Baptist University:** School of BusinessLandscape Architect: California  
#1330, 1971

#### 4. Firm Resources

##### 4a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet a client's goal.

The HPI Team combines the resources of HPI's 26 member architectural firm with the collective professional resources of our key consultants. As team leader, HPI will work with the District and Campus to establish a comprehensive work plan identifying project related tasks/milestones and their mutual interdependencies. This schedule will be utilized to commit all team members to the common goal of providing comprehensive, thorough, high quality services within a structured timeline.

HPI's history of repeat service to multiple clients is reflective of our ability to work proactively to manage project schedules, budgets and design expectations. We encourage you to call upon the references listed in Tab 2.

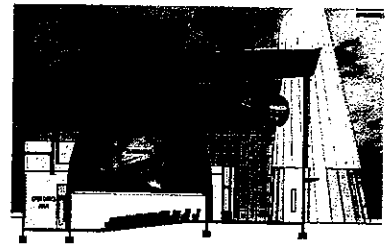
##### 4b1. Experience with projects of similar size and scope and complexity.

- Orange Coast College

*Planetarium and Science Exploration Center, 150 seats*

Programming, planning and conceptual design

The project was programmed and conceptualized to house a 150 seat planetarium, Foucault pendulum, exhibit areas and staff support spaces. The Planetarium and Foucault are intended for use by the college, the community and K-12 students. The planetarium was initially conceptualized to include a digital and star projection system, while functioning as a large lecture hall. Sited in the heart of the future campus quad, this facility is intended to be an iconic statement, which through its design and siting will stimulate and educate individuals of all ages and backgrounds.



- Mt. San Antonio College

*Planetarium Renovation, 75 seats*

The 5,300 SF planetarium renovation was part of a larger 212,000 sq ft modernization project for science and humanities. As a part of the project the planetarium was fully renovated including the replacement and installation of a new 35 foot diameter Spitz dome, Digistar Digital Projection System and Chronos II Star Projector systems, replacement of all mechanical and electrical systems, and modernization of restrooms, lobby and exhibit spaces



- Mt. San Antonio College

*Exploratorium and Large Animal Museum*

The new interactive science exhibit hall (Exploratorium) and Large Animal Display / Museum at 3,600 sq.ft. is part of a larger 63,000 sq. ft. Math and Science Building. The zinc clad facility adjoins and shares a lobby with the larger building but is clearly articulated from the balance of the building is the "jewel" of the Math & Science Complex, a focal point of the Science Courtyard and to signify its importance and uniqueness as a public access facility. The siting of the facility allowed for the creation of public and student oriented circulation and courtyard spaces containing geologic specimens and other demonstration spaces. The facility supports the College's science curriculum, K-12 and community use.



- California State University San Bernardino

*Observatory and Science Resource Center, 9,390 SF*

This multi-phased facility will support academic programs of the University within the Department of Physics, College of Natural Science and the Liberal Studies Program. It will serve as a resource center to the University, the public and local area schools. Phase 1, currently nearing completion, houses a night observatory, solar observatory, astronomy lab / lecture space and an observation courtyard. Sited on a prominent hill overlooking of the campus the project is intended to provide a distinguished landmark on the campus, enhancing the image and identity of the University. Attention was given in the placement and design of the Center to the visual and physical experience of the student and visitors; to place and contrast the individual within the context of the site, the University and larger Universe.



- **Los Angeles Community College District**

*Horticulture and Animal Science Facility 26,600 SF*

The project includes approximately 26,600 asf of specialized classroom and laboratory facilities as well as significant landscape and hardspace improvements to support state-of-the-art instruction in horticultural sciences. The design provides the opportunity for retail sales and supporting public events engaging the campus and the community it serves. The facility was designed to achieve LEED Platinum status and supports lifelong learning and training of horticulturalists and landscape designers in a manner which encourages sustainable design in the environments they will create. The buildings, landscape and irrigation systems act in concert as a teaching environment and learning laboratory. They are tools which form a part of the horticultural curriculum and work holistically to acknowledge California's unique environment and resource issues.



The planning and design respect the character of the original campus and the courtyard planning of the early California missions and ranchos. The west courtyard supports community events; the other focuses on education, demonstration and hands-on applications.

#### **4b2. Integration of flexibility and future technology into the design.**

The experience of HPI and our consultant team in the design of college and university facilities has honed our skills in planning for flexibility and the integration of future technology to support evolving programs and technological advances. With respect to technology, this has meant the provision of power, data and communications infrastructure (conduits, raceways, ladder trays, make-up boxes, and access) sized and appropriately located to facilitate change and enhancement over time.

Perhaps as important as the flexibility of the buildings systems to support change is the siting of the proposed Planetarium to allow for and support a future Science Exhibit Hall and embrace the evolving Campus Master Plan.

#### **4b3. Workplan with the current workload and available staffing.**

HPI is committed to providing the resources necessary to assist the College / District in meeting any realistic schedule. HPI regularly reviews its backlog and staffing requirements. A detailed staffing plan will be developed in response to the final scope of work.

#### **4c. Explain the firm's technical capabilities in the following areas:**

##### **4c1. CAD capability and software proposed to be used to produce the deliverables for the project; and the ability to provide the District with electronic CAD files.**

HPI is committed to utilizing AutoCAD based Revit, an integrated building information management/modeling (BIM) tool for production and coordination of contract documents. We can and will provide the District electronic files in Auto CAD format. HPI makes extensive use of 3-D modeling softwares (revit and/or Sketch-up) and various graphic programs (Quark, InDesign, Illustrator, Photoshop, 3D Rendering, etc.) to assist in early visualization of design alternatives and in communications of design solutions.

##### **4c2. Cost Estimate history, comparing cost estimates versus actual bid amount.**

HPI has enjoyed a history of tightly controlling project construction budgets. This includes previous projects completed for Orange Coast College. Below we have assembled and summarized bid vs. budget information for the 6 most recent (bid within the last 4 years) public education projects bid by HPI:

<b>Project:</b>	<b>Secondary Effects</b>	<b>Bellingham Elementary School</b>
Bid Date:	Riverside Community College, Norco Campus	Los Angeles Unified School District
A/E Cost Estimate:	February 2011	March 10, 2010
Actual Bid:	\$9,300,000	\$19,474,350
	\$10,800,000	\$18,567,000
<b>Project:</b>	<b>Math and Science Classroom Building</b>	<b>Byrd High School Modernization/Expansion</b>
Bid Date:	Mt. San Antonio College	Los Angeles Unified School District
A/E Cost Estimate:	February/April 2007 (multi-prime)	May 2007
Actual Bid:	\$17,700,000	\$14,500,000
	\$19,387,610	\$17,074,000
<b>Project:</b>	<b>Multi-disciplinary Classroom</b>	<b>Valley Regional Elementary #10</b>
Bid Date:	Long Beach City College, Pacific Coast Campus	Los Angeles Unified School District
A/E Cost Estimate:	June, 3, 2010	2007
Actual Bid:	\$28,000,000	\$25,000,000
	\$22,531,000	\$23,500,000

O'Connor Construction Management (OCCM) has been selected to provide additional cost control expertise to the team. Estimate-to-bid comparisons are the benchmark of any reputable cost engineering firm. Over OCCM's 25 year history, they have tracked bid results for nearly \$2 billion worth of construction. Their average estimate-to-bid variance is 1.11%.

**4c3. Quality control / assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.**

HPI employs a documented/formal quality assurance system. Our goal is to confirm the program requirements are met as the project evolves and minimize errors and omissions in our documents to reduce change orders. The HPI system consists of various checklists and outlines of deliverables to ensure the coordination, quality and completeness of our documents, as well as progress meeting agendas and letter templates to communicate with our consultants and clients at project milestones.

Our quality assurance system provides for the following:

- a comprehensive code check in the early stages of project development, early DSA and local jurisdictional collaboration
- check lists of expected deliverables from our consultants for each project phase;
- four in-house checks prior to final submittal
  - Job Captain check for technical coordination and completeness
  - Project Manager check for programmatic completeness
  - Construction Administration check for constructability and avoidance of field problems
  - Completion of the DSA submittal Checklist to insure a timely and smooth in-take process

Our quality assurance system is a dynamic tool, which is constantly evolving and incorporating insights gained on recent projects. Our system offers our Clients and HPI confidence that a consistent level of quality is achieved, that all program components have been incorporated in the design, and that our construction administrator is thoroughly familiar with the documents and the specifics of the project.

**4c4. Experience working with State/Local agencies including Department of State Architect, City Public Works and Fire Departments.**

HPI has a history of successfully completing projects under the jurisdiction of the Division of the State Architect's Office (DSA). All of HPI's numerous Community College and K-12 projects have been under the jurisdiction of DSA. Much of the work for the State University and University of California Systems has involved review and approval by the State Fire Marshall and/or the Access Compliance Section of DSA. Within the last 5 years HPI has completed or is currently involved in processing through DSA, more through 200 Million Dollars of public school construction projects. In addition, we have worked successfully with local county and city agencies including the local fire authority with our work at Orange Coast College, Vanguard University and on other local projects.

**4c5. Experience with upper division educational facilities design**

Please refer to the individual resumes included in Tab 3, as well as Clients Served in Tab 2.



June 7, 2011

Jerry Marchbank  
Assistant Director of District Facilities  
Coast Community College District  
1370 Adams Ave  
Costa Mesa, 92626

Project: **Orange Coast College Planetarium**

Subject: **Proposal for Architectural Services**

Dear Jerry:

We are pleased to provide the following proposal defining our Project Understanding, Scope of Services and Proposed Compensation for the referenced project.

#### **Parties to Agreement**

Coast Community College District (District)  
1370 Adams Ave.  
Costa Mesa, CA 92626

Hill Partnership Inc. (HPI)  
115 22<sup>nd</sup> Street  
Newport Beach, CA 92663

#### **Form of Agreement**

District's standard Architectural Services Agreement modified and completed in accordance with this proposal.

#### **Project Understanding**

The project consists of a new, approximately 9,200 gsf, single-story Planetarium, Foucault pendulum and related site improvements developed in general conformance with scope defined in the 2009 Feasibility Study prepared by Hill Partnership Inc. under separate contract.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building. The project will require demolition of the existing



Planetarium Building however anticipates the existing Reprographics and Math Buildings will remain in service.

For purposes of this proposal the assumed construction value of the project (building, site and Group I equipment) is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and has not been adjusted for inflation. It is recognized that the scope and cost of the project are subject to further adjustment.

### **Basic Services**

HPI's Basic Services shall be consistent with the District's Standard Architectural Services Agreement and shall include normal Structural, Civil, Landscape, Mechanical, Plumbing, and Electrical engineering services.

### **Detailed Project Programming & Visioning**

In response to evolving discussions regarding the functional characteristics of the project, HPI proposes to revisit the Feasibility Study program and provide detailed programming and visioning services including the following:

- Conduct meetings with the campus users and other representatives as deemed appropriate by the District to confirm and or establish qualitatively and quantitatively the functional needs and characteristics of the individual project spaces.
- Review findings with Campus and District Administration.
- Work with users and Campus / District Administration to balance user expectation / needs with the project budget and scope established in the Feasibility Study.
- Develop and obtain approval of a Final Project Program defining spaces/ functions and the related scope of improvements and functional requirements for each space with respect to spatial configuration and adjacencies; finishes; and building systems – mechanical, electrical, telecom/data, security, audio/visual, acoustic performance and other specialized needs.

### **Audio Visual and Acoustic Consulting Services**

HPI proposes to retain McKay Conant Hoover (MCH) to provide consulting and design services for audiovisual systems and to address room acoustics and noise control issues. The scope of these services shall be determined based on the evolving Project Program however shall include:

- Technology Programming

Work with the facility users group(s), District representatives, District/ College technology staff, Architect and Architects engineers to develop a technology program that establishes the intent and defines the scope of audiovisual systems

- Technology Budget

Establish a preliminary audiovisual budget concurrent with the architectural schematic design phase. Refine budget at subsequent phases.

- Architectural / Engineering Support

Provide architectural and engineering planning and design support for integration of the audiovisual systems into the Architectural and Engineering design of the project throughout the SD, DD, CD, Bidding and CA phases of the project.

- Audiovisual Systems Design Services

Design, specify and produce technical drawing and specifications for the supply and installation of audiovisual systems. Provide technical support during the bidding, construction and installation phases of the project including inspection of the completed work.

### **Contingent Additional Services**

The following services are specifically excluded from Basic Services. Should such services be required, they shall be provided on request and written authorization of the District/College.

- Lighting Design Services
- Display Design Services
- Signage and Graphic Design Services (code required signage is included as a part of Basic Services)
- Design and specification of low voltage systems and equipment including security systems. Basic services of the electrical engineer shall be limited to provision of infrastructure (conduit, back boxes, etc).
- Design and engineering of off-site utilities and/or other public improvements.
- Design and/or specification of moveable furniture, fixtures and equipment. Specification of Audio Visual equipment is included as a part of the Audio Visual consulting services defined above.

### Limits of Service and Exclusions

- HPI's professional services specifically exclude any actions related to the discovery, abatement, replacement, or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint existing in the facility. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. HPI will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for construction. HPI shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

### District's Responsibilities

District's responsibilities shall include the following:

- Provide boundary, topographic and utility survey of the subject site and utility improvements. HPI shall be entitled to rely upon the base topographic and utility surveys and other information provided by the District.
- Provide geotechnical engineering and environmental testing services as required for the project.
- Provide all other consulting services other than those enumerated above as part of HPI's basic services.

### Compensation:

- Basic Services:

Pursuant to the State's Fee Guidelines, HPI proposes to provide the services described above on a fixed fee basis of Six Hundred Sixty Five Thousand Six Hundred Dollars (\$665,600.00) as follows:

Assumed Project Construction Value	\$8,320,000
Basic Services	8%

$\$8,320,000 \times 8\% = \$665,600.00$

Schematic Design Phase	10%	\$ 66,560
Design Development Phase	20%	\$133,120
50% Construction Document Phase	20%	\$133,120

95% Construction Document Phase (DSA submission)	20%	\$133,120
100% Construction Document Phase (DSA approval)	5%	\$ 33,280
Bid Phase	5%	\$ 33,280
Construction Phase	20%	\$133,120

It is understood that the District/College shall authorize Basic Services on a Phase-by-Phase basis.

The Assumed Project Construction Value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and has not been adjusted for inflation. It is understood and agreed that the scope and cost (construction value) of the project are subject to further adjustment at the conclusion of Schematic Design (SD) and Design Development (DD) Phases of the Project. Therefore it is agreed that compensation for Basic Services shall be adjusted consistent with an agreed upon Adjusted Estimate of Probable Construction Cost provided at the conclusion of SD and DD Phases so that the total compensation for Basic Services shall be equal to 8% of the Adjusted Estimate of Probable Construction Cost.

- Detailed Project Programming and Visioning Services:

HPI proposes to provide the Programming and Visioning services described above, inclusive of MCB's Technology Programming Services (establishing the intent and defining the scope of audiovisual systems) on an hourly basis not to exceed Fifteen Thousand Dollars (\$15,000.00).

- Audio Visual Consulting and Design:

HPI purposes to provide audio visual consulting and design services on a fixed fee basis to be determined at the conclusion of the Programming Phase of services.

- Contingent and Other Additional Services

On a Time and Material Basis in accordance with HPI Standard Hourly Rates (Attachment A)

- Reimbursable Expenses

In accordance with HPI's Standard Hourly Rates (Attachment A)

Jerry Marchbank  
June 7, 2011  
Page 6

Jerry, this proposal is intended to reflect my conversations with Dr. Pagel of Monday, June 6, 2011. Please review the above information with Dr. Pagel. If this proposal meets with your approval, we will assist you to incorporate it into the District's Architectural Services Agreement with any open issues to be negotiated to the mutual satisfaction of both parties.

We at HPI are excited about this opportunity of providing our professional services to Orange Coast College and the Coast Community College District.

Sincerely,

HILL PARTNERSHIP INC.

Lawrence A. Frapwell, Architect  
President

Attachment

cc: Dr. Richard Pagel



## AGREEMENT

BETWEEN

COAST COMMUNITY COLLEGE DISTRICT

&

U.S. COLLEGE COMPASS, INC.

This AGREEMENT ("Agreement") is entered into by the COAST COMMUNITY COLLEGE DISTRICT, a California public education agency, hereinafter referred to as "District," and the U.S. COLLEGE COMPASS, INC., a California Corporation, hereinafter referred to as "College Compass." District and College Compass may be referred to herein as individually as "Party," and collectively as "Parties."

The Parties agree to promote the success of the International Student Dual Admission (ISDA) Program by: 1) increasing the number of enrollment for the ISDA Program; and 2) increasing the success of AA completion and university transfers of students enrolled in the ISDA Program.

The ISDA Program will permit students to complete their first two years of college work at one of the Coast Colleges, and then transfer to one of the partner universities in this program.

### I. District Obligations

1. The District shall develop a system of standardized admission process in selecting the Coast College best suited to serve the ISDA students' indicated academic major and career goal.
2. The District shall provide ISDA student registration on the first day of continuing student registration.
3. The District shall continue communication with ISDA university partners to ensure transfer for ISDA students as well as expand the development of guaranteed student transfer articulation agreements with accredited four-year colleges and universities throughout the United States, which shall provide for guaranteed dual admission of international students meeting defined criteria and certain academic standards.
4. The District shall provide educational planning, counseling services, and full support services from the International Student Program Office on their home campus for enrolled international students under the International Student Dual Admission Program to ensure the students are given clear guidance concerning course selection, general education and lower division requirements in their chosen academic major for transfer to ISDA partner universities.
5. The District shall establish acceptance standards and practices providing for credit acceptance from and/or to foreign colleges and universities for ISDA students.
6. The District shall provide reasonable administrative support services, including facilities, technology, and academic program support.

7. The District shall provide recruitment brochures, application packets, and maintenance for the ISDA website.
8. The District grants College Compass the responsibilities to provide Program support services, including prospective student recruitment, initial/preliminary assessment, and additional personal support services such as transportation, housing, etc., under this Agreement.
9. The District will pay College Compass a fee of \$500 per student recruited by College Compass and who is enrolled at a District College (minimum 12 units). The first \$250 shall be paid upon the completion of the student's first semester and the second installment shall be paid after the student's completion of the second semester. No salary, wage, bonus, or commission will be paid.
10. The District agrees to pay a fee of \$1000 per student recruited by College Compass enrolled at a District College (minimum 12 units) after the 300 student annual quota has been met. The first \$500 shall be paid upon the completion of the student's first semester and the second installment shall be paid after the student's completion of the second semester.
11. The District does not grant exclusive representation worldwide to College Compass for the ISDA Program recruitment and support services.

## II. College Compass Obligations

1. College Compass shall develop standardized processes for the identification, and evaluation of potential qualified international students for the ISDA Program.
2. College Compass shall establish standardized practices for the distribution of District-approved ISDA marketing materials and advertisements to prospective international students, including the offering of advice, knowledge, qualifications assessments, and offering of enrollment into the District and the Program. The District shall approve all such practices in writing prior to any practice being implemented.
3. College Compass shall market and promote the Program to prospective students worldwide. College Compass agrees to select and train ISDA student recruiters to follow the AIRC Standards and Practices in recruiting international students and establish a transparent framework through which the Parties in this Agreement can review the recruitment and advising process to ensure such practices are continued, so that accurate information is conveyed to prospective ISDA students to assist the student in understanding student-related immigration rules, subject to review and written approval of all such services and materials by the District. American International Recruitment Council has highlighted practices (<http://www.airc-education.org/about.html>).
4. College Compass shall select and train ISDA student recruiters to assist ISDA students in completing the application packets by the deadlines agreed.



5. College Compass may be responsible for door-to-door student personal support services which include, but not limited to, transportation, banking, housing, acculturation, and language orientation programs in support of the student's transition success. Fees schedule for support services shall be provided to District prior to recruitment.
6. College Compass shall provide students with information on the programs with the District's approval and according to appropriate standards established by the College.
7. College Compass shall collect and submit application forms to the District's Colleges.
8. College Compass shall provide student with information and services on student visas.

### III. Term and Termination

This Agreement shall become effective on June 16, 2011, and shall remain in effect until June 30, 2015. The Agreement can be renewed for additional four-year periods by mutual written consent of the parties to the Agreement. The parties agree that this Agreement may be extended in writing upon approval of respective governing boards. Both parties may terminate this Agreement with a 6-month notice.

### IV. Independent Contractor

1. College Compass, in the performance of this Agreement, shall be and act as an independent contractor; no partnership or joint venture between the parties is implied in this Agreement. College Compass understands and agrees that it and all its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.
2. College Compass assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. College Compass shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to College Compass and its employees.
3. College Compass agrees and understands that by performing services under this Agreement, College Compass and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and College Compass.
4. College Compass has no authority to bind the District.

### V. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

1. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file a legal action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties.
2. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, any dispute arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
3. This Agreement shall be interpreted and governed by the laws of the State of California.

VI. Miscellaneous Terms and Conditions

1. College Compass shall comply with all applicable federal and state laws, regulations, and District policy in its performance of services under this Agreement. College Compass shall take all precautions necessary to protect its employees, the District's employees, and prospective international students from risk of harm arising out its obligations under this Agreement.
2. College Compass shall hold and maintain during the performance of this Agreement all applicable licenses, permits, and/or certificates necessary for performance of services under this Agreement.
3. College Compass shall not disclose, nor use except in the performance of this Agreement, any student records, or confidential, proprietary and/or trade secret information of the District, and shall comply with all state and federal laws of confidentiality including FERPA, HIPPA, and CIMA.
4. College Compass agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared or written by College Compass and used in connection with this Agreement, shall be mutually owned by College Compass and the District, in perpetuity and worldwide, including all rights to and flowing from the work, including any work product, performed under this Agreement. College Compass hereby assigns to the District any and all rights College Compass could have, may have, or does have in the work and/or the work product performed under this Agreement. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the District. College Compass consents to the use of its name in conjunction with the sale, use, performance, and distribution of materials under this Agreement, for any purpose and in any medium.
5. Neither this Agreement, nor any interest therein may be assigned by College Compass without the prior written consent of the District, which consent may be withheld by the District in its sole and absolute discretion. Any attempt by College Compass to assign this Agreement shall be void and a material breach of this Agreement and the District may immediately terminate this Agreement.

6. The District and College Compass, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.
7. This Agreement represents the entire agreement between the District and College Compass regarding the Program and supersedes all prior negotiations, representations, or agreements, either written or oral.
8. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or College Compass.
9. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.
10. College Compass's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, or employees. No trustee, officer, agent, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, agent, or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agent, and employees.
11. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or College Compass to establish that the non-performance is not due to the fault or neglect of the party not performing.
12. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
13. College Compass agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of international students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.
14. The failure of the District or College Compass to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

15. In the event of any dispute, arbitration or litigation between the Parties hereto arising out of or relating in any manner to this Parties, including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing party.

VII. Notices

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District:

Coast Community College District  
Chancellor  
1370 Adams Avenue  
Costa Mesa, CA 92626

To College Compass:

Felicia Jao, President  
8907 Warner Avenue, #108  
Huntington Beach, CA 92647

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

U.S. COLLEGE COMPASS, INC.

\_\_\_\_\_  
Jerry Patterson  
President, Board of Trustees

\_\_\_\_\_  
Felicia Jao  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**STANDARD INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM**  
**TRANSFER AGREEMENT**  
**BETWEEN**  
**COAST COMMUNITY COLLEGE DISTRICT**  
**AND**  
**OUT-OF-STATE UNIVERSITY PARTNER**

1. **Parties.** This Standard International Student Dual Admission Program Transfer Agreement ("Agreement") is made between Coast Community College District ("Coast"), on the one hand, and \_\_\_\_\_ ("University") with respect to Coast's International Student Dual Admission Program ("Program"). Coast and University are referred to herein as "Party" and collectively as the "Parties."
2. **Recitals.** This Agreement is based on the following factual Recitals:
  - A. The Parties recognize the vital importance of a successful transfer program for qualified Coast international students who are eligible to transfer to University.
  - B. Coast operates three community colleges -- Orange Coast College, Golden West College, and Coastline Community College -- each of which is a duly accredited educational institution by the Accrediting Commission of Community and Junior Colleges, within the umbrella of the Western Association of Schools and Colleges.
  - C. Coast shall ensure that all of the students in the Program are required to satisfy all applicable transfer requirements for admission into University.
  - D. Coast desires to affiliate with University in order that the students in the Program will be guaranteed successful transfer to University.
  - E. The Parties desire to enter into this Agreement in order to memorialize their respective rights, duties, and obligations with respect to guaranteed transfer to University for eligible Coast students in the Program.
3. **Obligations, Duties, and Rights of Coast**
  - A. Coast shall recruit and admit qualified international students into the Program.
  - B. Coast shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation.
  - C. Coast shall confirm the participating students' required F-1 visa status and shall maintain required immigration-related documents. Upon students' compliance with applicable federal and state law, a Coast college shall issue the required I-20 form to each student.
  - D. Coast shall verify the students' financial status pursuant to law.

- E. Coast shall provide the students with the first two years of college-level transfer course work, including general education requirements, and shall award the students the Associate Degree upon the students' successful completion of such course work.
- F. Coast shall assist students with identifying and meeting University's transfer requirements and standards for admission.
- G. Coast shall notify University when a student has expressed an interest in University.

4. **Obligations, Duties, and Rights of University**

- A. University will admit students based on the academic catalog year of their admittance into the Program.
- B. University agrees to conditional admission of the students at the time they are admitted into the Program. Students will be eligible for full admission into University when they have complied with each of the following:
  - (i) Completion of all Coast general education requirements.
  - (ii) Eligibility to receive an Associate Degree from Coast.
  - (iii) Any additional general education requirements or prerequisites for the intended major which are available at a Coast college, as established by University.
  - (iv) Maintenance of a minimum grade point average in college-transferable courses at Coast, as established by the University at the time of the student's admission into the Program.
  - (v) Compliance with all University admission requirements, procedures, and deadlines.
- C. University shall provide Coast with a list of all academic majors.
- D. University shall provide Coast, on an annual basis, a list of academic majors which are exempted from student transfers under this Agreement.
- E. University shall accept students who have completed all college-level lower division courses in an academic major with grades established by University into that academic major.
- F. University shall update Coast with any information that will affect student transfer.

5. **Nondiscrimination.** The Parties agree not to unlawfully discriminate in the selection, placement, or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, sexual preference, and/or medical condition.

6. **Indemnification by Coast.** Coast agrees to indemnify, defend, and hold harmless University 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 which may arise because of the negligence or misconduct of Coast, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of Coast, for any costs and expenses incurred by University on account of any claims thereof, except where such indemnification is prohibited by law.
7. **Indemnification by University.** University agrees to indemnify and hold harmless Coast 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 University, including any acts, errors, or omissions of any officers, employees, instructors, or agents of University, for any costs or expenses incurred by Coast on account of any claims thereof, except where such indemnification is prohibited by law.
8. **Governing Law/Venue.** Any legal actions arising under this Agreement commenced by Coast shall be filed in a court of competent jurisdiction in Orange County, California. Any legal actions arising under this Agreement commenced by University shall be filed in a court of competent jurisdiction in \_\_\_\_\_ County, \_\_\_\_\_.
9. **Assignment.** Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either party in its sole and absolute discretion.
10. **Effective Date/Termination.** This Agreement shall become effective on \_\_\_\_\_, and shall remain in effect until \_\_\_\_\_. Either Party may terminate this Agreement without cause by providing at least ninety days prior written notice to the other Party of its intention to terminate.
11. **Notices.** Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, by facsimile, or by U.S. certified mail. Notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of transmission. Notices sent by certified mail shall be effective 48 hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph.

**To University:**

**To Coast:**

Chancellor

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Fax: (714) 438-4882

- 12. Entire Agreement.** This Agreement 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.

**UNIVERSITY**

**COAST**

By: \_\_\_\_\_

By: \_\_\_\_\_

**President, Board of Trustees**

**Coast Community College District**

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**International Student  
Dual Admission Program  
Out-of-State University Partners**

<b>Institution</b>	<b>City</b>	<b>State</b>
Dillard University	New Orleans	LA
Drake University	Des Moines	IA
Montclair State University	Upper Montclair	NJ
Northern Michigan University	Marquette	MI
University of South Florida	Tampa	FL
University of Texas at El Paso	El Paso	TX