REVISED AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, October 5, 2011 5:00 p.m. Closed Session, 6:30 Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

1.00 Preliminary Matters

- 1.01 Call to Order
- 1.02 Roll Call

1.03 Public Comment (Closed Session-Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1)) Public Employment 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
- 6. Classified Management
- 7. Classified Staff Administrative Assistant to the Vice President
- 8. Reclassification and Reorganization/Reassignment

- 9. Classified Temporary Assignments Child Development Specialist Military Contract Educ Program Coordinator Executive Assistant to Vice Chancellor HR
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

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

- Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
- Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488
- Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-5436-E
- William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551
- Coast Community College District vs. Anthony Trejo, Orange County Superior Court Case No. 30-2011-508979

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

Potential Litigation with Contractors

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

One Case

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

1.04.06 Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

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

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

- 1.06 Pledge of Allegiance Trustee David Grant
- 1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session-Items on Agenda)

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2.00 General Information and Reports

- 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 Presidents of Employee Representative Groups
- 2.06 Reports from the Board of Trustees
- 2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates
- 2.08 Receive Initial Proposal from Coast Community College District for 2011-2012 Negotiations with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT - Local 1911)
- 2.09 Receive Initial Proposal from the Coast Federation of Educators (CFE) to Open Negotiations Between the Coast Federation of Educators and the Coast Community College District
- 3.00 Matters for Review, Discussion and/ or Action
 - 3.01 Board Meeting Dates
 - 3.02 Meetings and Conferences of the American Association of Community

Colleges (AACC), Association of Community College Trustees (ACCT), Association of Community College League (CCLC), and California Community College Trustees (CCCT)

- 3.03 The Board Directives Log
- 3.04 Review of Instructional Material Fees
- 3.05 Building and Grounds Reports

CONSENT

- 4.00 Travel
 - 4.01 DIS Authorization for Administratively Approved Travel
 - 4.02 DIS Authorization for Attendance at Meetings and/or Conferences
- 5.00 Curriculum Approval
 - 5.01 DIS Curriculum Approval
- 6.00 Authorization for Student Trips
 - 6.01 CCC Student Trips
 - 6.02 OCC Student Trips
 - 6.03 GWC Student Trips
- 7.00 Authorization for Special Projects
 - 7.01 CCC Special Projects
 - 7.02 OCC Special Projects
 - 7.03 GWC Special Projects
- 8.00 Authorization to Apply for Funded Programs
 - 8.01 DIS Authorization to Apply for Funded Programs
- 9.00 Authorization to Enter Into Standard Telecourse Agreements
 - 9.01 CCC Authorization to Enter Into Standard Telecourse Agreements
- **10.00** Approval of Clinical Contracts
 - 10.01 OCC- Clinical Contracts
- 11.00 Approval of Standard Agreements
 - 11.01 CCC Approval of Standard Agreements

11.02 OCC - Approval of Standard Agreements

- 12.00 Authorization for Purchase of Institutional Memberships
 12.01 CCC Institutional Memberships
 12.02 GWC Institutional Memberships
- 13.00 Authorization for Off-Campus Assignments13.01 CCC Off-Campus Assignments
- 14.00 Authorization for Community Activities14.01 GWC Community Activities
- 15.00 Authorization for Sailing Program 15.01 OCC - Sailing Program
- 16.00 Personnel Items
 - 16.01 DIS Personnel Items
- 17.00Authorization for Independent Contractors17.01CCC Independent Contractors
 - 17.02 OCC Independent Contractors
 - 17.03 GWC Independent Contractors
 - 17.04 DIS Independent Contractors
- 18.00 Authorization for Staff Development
 18.01 OCC Staff Development
 18.02 GWC Staff Development
- 19.00 Approval of Purchase Orders 19.01 DIS - Purchase Orders
- 20.00 Ratification/ Approval of Checks 20.01 DIS - Ratification/Approval of Checks
- 21.00 Check List for General Obligation Bond Fund21.01 DIS Check List for General Obligation Fund
- 22.00 Authorization for Special Payments

22.01 OCC - Special Payments

DISCUSSION CALENDAR

- 23.00 Approval of Agreements
 - 23.01 CCC Approve Agreement between Behr Process Corporation and the Coast Community College District to Provide Microsoft Office Training to Behr Employees
 - 23.02 CCC Approve Agreement between the City of Anaheim and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training
 - 23.03 OCC Approve a Non-Standard Agreement between Orange County Department of Education (OCDE) and Coast Community College District, on Behalf of Orange Coast College (OCC) for the Purpose of Providing Representation, Technical Assistance, Training and Consultant Services on Behalf of OCC Under the Medi-Cal Administrative Activities (MAA) Program
 - 23.04 GWC Approve Amendment to Non-Standard Agreement between Apple Inc., and the Coast Community College District for Apple Server Installation
 - 23.05 GWC Approve a Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Representation of the Medi-Cal Administrative Activities Program with the State of California
 - 23.06 CCC Approve Proposed Coast Community College District Standard Work Experience Contract (WEX) for Use by the Coast Community College District's One-Stop Centers in Establishing Work Experience Placement Opportunities with Local Employers for One Stop Center Participants
 - 23.07 CCC Approve Proposed Coast Community College District Standard "On-The-Job Training Contract" (OJT) for Use by the Coast Community College District's One-Stop Centers in Establishing On-The-Job Opportunities with Local Employers for One-Stop Center Participants
 - 23.08 GWC Approve Amendment to Non-Standard Agreement between Electronic Recyclers of America, LLC and the Coast Community College District for Electronic Recycling Service
 - 23.09 DIS Approve Agreement between Raubolt Consulting Services, Inc., and the Coast Community College District to Provide Information Technology Benchmark Assessment
 - 23.10 GWC Approve Non-Standard Agreement between CommunityForce Inc., and the Coast Community College District for Automated Scholarship Software
- 24.00 General Items of Business
 - 24.01 OCC General Items of Business Transfer Center/Articulation Outcome and Maintenance Objectives for 2011-2012 Year

25.00 Resolutions

25.01 Resolution #11-41 Authorizing Payment to Trustee Absent from Board Meeting

26.00 Approval of Minutes

26.01 Approval of Minutes

27.00 Close of Meeting

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- 27.01 Public Comment (items not on Agenda)
- 27.02 Adjournment

CCCD Agenda 10/05/11

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PRELIMINARY MATTERS (White Pages)

Wednesday, October 5, 2011 Regular Meeting

1. Preliminary Matters

Subject	1.01 - 1.08 Preliminary Matters
Meeting	Oct 5, 2011 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Туре	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 David Grant

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

GENERAL INFORMATION AND REPORTS (White Pages)

2. Informative Reports

Subject	2.01 - 2.09 Informative Reports
Meeting	Oct 5, 2011 - Regular Meeting
Category	2. Informative Reports
Access	Public
Туре	Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones

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

Tarez Henderson, Coastline Community College Dale Lendrum, Golden West College Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

Margaret Lovig, 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 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

Audit and Budget Committee Meeting, October 12, 2011 at 3:00 p.m. Board of Trustees' Conference Room Personnel Committee, October 24, 2011 at 1:30 p.m., Board of Trustees' Conference Room Career Technical Education Committee Meeting, October 26, 2011 at 9:00 a.m. Board of Trustees' Conference Room

Land Development Committee Meeting, November 29, 2011 at 10:00 a.m., Board of Trustees' Conference Room

2.08 Receive Initial Proposal from Coast Community College District for 2011-2012 Negotiations with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT – Local 1911)

Against a challenging fiscal backdrop, the District and its constituent groups have expended considerable effort in visioning for the future culminating in the publication of the Coast Community Colleges Vision 2020. With higher education in the United States at a critical crossroads in which the direction chosen now will determine the future relevancy of our institutions, the District's primary focus entering this new round of negotiations must be on how Collective Bargaining Agreements maximize student access to instructors, student achievement, and paving the way for a 60% completion rate of students by 2014. To that end, the District will be focused on negotiating contract revisions that will aid the District in attracting, developing, and retaining engaged faculty and staff who have the appropriate skills and knowledge for the 21st Century.

In September 2011, the Coast Colleges Board of Trustees unanimously approved labor negotiation interests of the Board. The interests are as follows:

- Increase student completion to at least 60% by 2014*
- Equip faculty and staff through professional development with the 21st Century skills and knowledge needed to maximize student success
- · Increase and optimize student access to the Colleges, their instructors, and staff
- · Develop a more engaging College experience for students, faculty, and staff
- Reorganize creatively for efficiency while increasing effectiveness to free up resources to invest in student success initiatives
- Be programmatically and fiscally responsible, and balance the budget, to include transfers and reductions as necessary
- · Develop, implement and maintain long-term, sustainable budgetary solutions
- Contain benefits costs to include forming a joint bargaining table for benefits
- Reduce the annual draw on the General Fund for retiree benefits
- · Negotiate equitable financial solutions with all employee groups
- Align ongoing expense obligations with ongoing sources of revenue in support of the Coast Community Colleges Vision 2020 Master Plan
- Maintain a prudent reserve with a minimum goal of 7%
- · Clarify the role of the unions within the context of governance

With the goals of Vision 2020 as a platform and Interest Based Bargaining as a framework, we are confident that much progress can be made in attaining joint interests at the bargaining table this year. Specific articles in the District's initial proposal are specified in Attachment #1.

* This is an aspirational goal for which the District will develop an operational definition of the word, "completion" through the shared governance process aligning with state and federal guidelines.

2.09 Receive Initial Proposal from the Coast Federation of Educators (CFE) to Open Negotiations Between the Coast Federation of Educators and the Coast Community College District

In compliance with the Educational Employment Relations Act, the Coast Federation of Educators presents its initial proposal to open negotiations with the Coast Community College District. Pursuant to section 3527 of the Government Code and in compliance with the current collective bargaining agreement between the parties, the CFE hereby exercises its rights to open negotiations for 2011-12 on interests specified in the CFE Attachment #14.

File Attachments Initial Proposal Negotiations.pdf (110 KB)

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.05 Matters for Review, Discussion and/or Ad
Meeting	Oct 5, 2011 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Туре	Matters for Review, Discussion and/or Action

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3.01 Board Meeting Dates

October 19, 2011 - Regular Meeting/Study Session

November 2, 2011 - Regular Meeting

November 16, 2011 - Regular Meeting

December 14, 2011 - Organizational Meeting

January 18, 2012 - Regular Meeting

February 1, 2012 - Regular Meeting

February 15, 2012 - Regular Meeting

March 7, 2012 - Regular Meeting

March 21, 2012 - Regular Meeting/Study Session

April 4, 2012 - Regular Meeting

April 18, 2012 -Service Awards Meeting

May 2, 2012 - Regular Meeting

May 16, 2012 - Regular Meeting

June 20, 2012 - Regular Meeting also including a Budget Study Session

July 18, 2012 - Regular Meeting

August 1, 2012 - Regular Meeting/Study Session

August 15, 2012 - Regular Meeting

September 5, 2012 - Regular Meeting also including Final Budget Adoption

September 19, 2012 - Regular Meeting

October 3, 2012 - Regular Meeting

October 17, 2012 - Regular Meeting/Study Session

November 7, 2012 - Regular Meeting

November 21, 2012 - Regular Meeting

December 12, 2012 - Regular/Organizational Meeting

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)

October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress November 10-12, 2011, Tampa, FL, ACCT Government Leadership Institute on Diversity November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences, and CCCT Board Meeting January 27-29, 2012, Sacramento, CA, CCLC Effective Trusteeship Workshop January 28, 2012, Sacramento, CA, CCLC Board Chair Workshop and CCCT Board Meeting January 29-30, 2012, Sacramento, CA, CCLC Annual Legislative Summit February 13-16, 2012, Washington, DC, ACCT National Legislative Summit April 13, 2012, Sacramento, CA, CCCT Board Meeting April 21-24, 2012, Orlando, FL, AACC Annual Convention May 4-6, 2012, San Diego, CA, CCLC Annual Trustees' Conference June 15-16, 2012, Sacramento, CA, CCCT Board Meeting October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences

3.03 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.

3.04 Review of Instructional Material Fees

A copy of the Instructional Material Fees is available for viewing in the District Board Office.

3.05 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: August 2011 Funding Source: Measure C General Obligation Bond

Project Status: Contractors continue to finish their "punchlist" work with a focused effort on minimizing the disruption to building users. The project team will continue working on finalizing construction contracts and will be recommending the filing of Notices of Completion/Release of Retention as these contractor discussions are completed.

Coastline College Newport Beach Learning Center

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

Project Status: The project is now into concrete pour 6 of 30. The north wing of the building, first floor walls have all been poured and progress is moving down the west fascade. Construction activities include, installation of steel rebar, construction of concrete formwork for walls/columns, and the pouring of concrete walls. It was originally anticipated that the walls would cure to "full design strength" in 21 days. However, the inspection team is finding that this requirement is being attained in 7-14 days. The project team is exploring this new revelation and the potential opportunity for schedule acceleration.

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

Project Status: The "finishes and fixtures" are currently being installed in and around the building. The landscape/hardscape work will be completed in the next week and this project is expected to be ready for final "punchlist" during the week of October 13th. The project is anticipated to finish several weeks ahead of the scheduled completion date.

File Attachments Material Fees (2).pdf (1,380 KB)

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10-5-11 Meeting.pdf (65 KB)

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Consideration of Instructional Material Fees

A copy is available for viewing in the Board Office.

Coastline Community College

Effective Spring 2012

New Course with Fee:

LAW C121 - Legal Research/CALR

\$20.00

Golden West College

Effective Spring 2012

Deletions:		
ENGW G016 – Academic Vocabulary Skills II	\$2.00	\$0.00
ENGW G020 – Writing Conference I	\$5.00	\$0.00
ENGW G021 – Writing Conference II	\$5.00	\$0.00
	FROM	
Revisions (Decrease):	FROM	TO
Biology G180 – Cell and Molecular Biology	\$12.00	\$10.00
Biology G183 – Botany	\$5.00	\$4.00
Communication Studies G020 – Intermediate Pronunciation Skills	\$3.00	\$2.00
Communication Studies G055 - Speaking & Listening, Inter. Conv/Com		\$2.00
Communication Studies G090 – Speaking & Listening, ESL Adv	\$3.00	\$2.00
Communication Studies G100 – Interpersonal Communication	\$3.00	\$2.00
Communication Studies G108 – Introduction to Communication	\$3.00	\$2.00
Communication Studies G110 – Public Speaking	\$3.00	\$2.00
Communication Studies G110H – Public Speaking, Honors	\$3.00	\$2.00
Communication Studies G112 – Small Group Dynamics	\$3.00	\$2.00
Communication Studies G220 - Essentials of Argumentation	\$3.00	\$2.00
Communication Studies/Peace Studies G225 – Negotiation and Mediation	on \$3.00	\$2.00
Communication Studies G255 – Intercultural Communication	\$3.00	\$2.00
Communication Studies G260 – Organizational Communication	\$3.00	\$2.00
ENGW G001 – Grammar 1: Parts of Speech	\$5.00	\$3.00
ENGW G003 – Grammar 3: Building Sentences	\$5.00	\$3.00
Nursing G100 Nursing Process I	\$184.00	\$48.00
Nursing G150 – Nursing Process II	\$148.50	\$48.00
Nursing G190 – Transition to Registered Nursing	\$258.00	\$48.00
Nursing G200 – Nursing Process III	\$148.50	\$48.00
Nursing G250 – Nursing Process IIII	\$137.50	\$48.00
Revisions (Increase):	FROM	TO
· · ·		TO
Biology G210 – General Microbiology	\$14.00	\$16.00
Biology G220 – Human Anatomy	\$4.50	\$5.00
Biology G225 – Human Physiology	\$2.00	\$2.50

Effective Fall 2012

CJ G064 - Police Academy - Regular Basic Course

CHECUVE	ган	20	12

Revis	ions (Increase)):
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	. CJ G090 – S	Specialized Investigator's Basic Cour	se (SIBC)	\$174.50
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то \$213.00

\$131.00

\$116.00

FROM

Orange Coast College

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Effective Spring 2012

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Revisions (Increase): FN A140 – Applied Nutrition

FROM TO \$35.00

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CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel
Meeting	Oct 5, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Туре	Closed Session

These items were previously approved by the Chancellor and are presented for Board notification and ratification in compliance with Board Resolution #11-15.

September 1-29, 2011

Kimberly R Allen, Admin Dir Fiscl Affr (DIST), to attend the Fiscal Standards Committee, September 30, 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. The reason for this revision is change from Board Approval to Admin Approval.

Revised Admin. Approval: 9/22/2011

Linda M Morin, Env Hith & Sfty Cord (CCCD), to attend the California Emergency Service Association Training Conference, October 2-6, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$500, to be paid from Staff Development Funds to receive required training as Emergency Manager. Administrative Approval: 9/20/2011

Lien K Nguyen, Hourly Counselor (CCC), to attend the California State University Community College Counselor Conference, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$65, to be paid from CCA Conference Funds. Administrative Approval: 9/19/2011

Jorge R Sanchez, Supervisor Of Resrch (CCC), to attend the Strengthening Student Success Conference, October 12-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,375, including a registration fee of \$375, travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds, College Support. The reason for this revision is to increase College Support budget by \$5.00 to cover registration. Revised Admin. Approval: 9/26/2011

Mette H Segerblom, Sailing Program Cord (OCC), to attend the Aquatic Center Directors Conference, October 4 - 5, 2011, City of Ventura, Ca, without loss of salary, with reimbursement for allowable expenses of \$370, to be paid from Sailing Center Ancillary. Administrative Approval: 9/23/2011

Lorraine Tsutsumida-Krampe, Instructor (CCC), to attend the U.S. Department of Homeland Security's Bridge to Citizenship Grant-Two Day Training, October 2-5, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, to be paid from CCC Bridge to Citizenship Homeland Security Grant. Administrative Approval: 9/22/2011

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Oct 5, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Туре	Consent

(1)Meetings for the Board of Trustees

Mary L Hornbuckle, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Convention and Partner Conferences, November 17-19, 2011, San Jose, CA, with reimbursement for actual expenses, including a registration fee of \$500, travel by Air Coach, to be paid from District Conference Funds.

Mary L Hornbuckle, Board Member (CCCD), to attend the Advisory Committee on Education Services (ACES), October 21, 2011, San Francisco, CA, with reimbursement for actual expenses, travel by Air Coach, to be paid from District Conference Funds.

Joe Venegas III, Student Trustee (CCCD), to attend the General Assembly 2.0 Renewing California's Promise, November 5, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$195, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Jorge Ascencio, Associate Dean (GWC), to attend the California State Water Project Inspection Trip, October 21-22, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the California Child Development Administrator's Association Annual Fall Technical, November 2-4, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$275, travel by Air Coach, to be paid from Foundation Acccount.

Candace D Brenner, Inst Assoc-Ms/ M/Sci (GWC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Beverley P Brownell, Instructor (GWC), to attend the Quality and Safety Education in Nursing Faculty Development Institute, September 14-16, 2011, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$875, travel by Air Coach, to be paid from Nursing Projects Foundation funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Academic Senate for California Community Colleges Plenary, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$355, to be paid from Academic Senate Conference Funds - general funds.

Hung Q Dinh, Warehouse Coordinatr (OCC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Rendell E Drew, Instructor (OCC), to attend the Academic Senate for CA Community Colleges Fall Plenary, November 2 - 5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$355, to be paid from Academic Senate Conference Funds - General.

W. A Dunn III, Vice Chancellor (CCCD), to attend the Community College Facility Coalition 18th Annual Conference, October 31, 2011-November 2, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$250, travel by Air Coach, to be paid from Administrative Services Management Conference Funds.

W. A Dunn III, Vice Chancellor (CCCD), to attend the 17th Annual Economic Forecast Conference, October 27, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$145, including a registration fee of \$125, to be paid from Administrative Services Management Conference Funds.

Marilyn M Fry, Hourly Instructor (CCC), to attend the Academic Senate for California Community Colleges 2011 Fall Plenary Session, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$875, including a registration fee of \$355, to be paid from CCA Conference Funds, Academic Senate Funds.

Albert M Gasparian, Dean (GWC), to attend the California Community College Athletic Association Fall Conference - Management Council, October 25-28, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Fundraising.

Blade M Gillissen, Instructor (OCC), to attend the Photo Marketing Association, January 10-12, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$995, to be paid from CFE Contracted PDI Full Time Conference Funds. To be reimbursed for mileage equal to the equivalency of travel by air coach.

Daniel O Gorman, Systm/Ntwrk Anlyst 1 (CCCD), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Donald L Grigsby, Env Hith & Sfty Spec (CCCD), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Mireille C Halley, Immigration Technicn (OCC), to attend the National Association of International Educators Bi-regional Conference, November 9-11, 2011, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$220, travel by Air Coach, to be paid from International Center Ancillary Funds.

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend The Future of Nursing: Leading Change in California Conference, October 4-7, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$235, to be paid from Nursing Project funds.

Jeffery L Hobbs, Dir, Public Rel & Marketing (OCC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Ann B Holliday, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2011 Fall Plenary Session, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for

allowable expenses of \$875, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds, Academic Senate Funds.

Neil N Hong, Inst Assoc-Comp Appl (OCC), to attend the High Tech Center Training Unit Overview of Math Accommodations, October 27 - 28, 2011, Cupertino, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Daniel R Johnson, Sports Info/Mrkt Ast (GWC), to attend the Jackrabbit User Conference, November 16-18, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$95, travel by Air Coach, to be paid from Trust funds.

Danny C Jones, Administrative Dean (CCC), to attend the California Community Colleges Chief Instructional Officers Fall 2011 Conference, October 26-28, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$315, to be paid from College funds.

Nancy S Jones, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2011 Fall Plenary Session, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$825, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds, Academic Senate Funds.

Sandra P Klein, Professional Expert (CCC), to attend the National Academy of Neuropsychology Conference, November 15-19, 2011, San Marcos Island, FL, without loss of salary, with reimbursement for allowable expenses of \$2,035, including a registration fee of \$585, travel by Air Coach, to be paid from Special Programs Foundation.

Devon P Lapier, Hrly/Temp Tech (GWC), to attend the Jackrabbit User Conference, November 16-18, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$95, travel by Air Coach, to be paid from Trust funds.

Kenneth A Leighton, Instructor (CCC), to attend the Creating an Effective Mindset for Student Success, November 4, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$65, including a registration fee of \$33, to be paid from PDI Conference and Workshop Funds.

Frederick J Lockwood, Instructor (CCC), to attend the Strengthening Student Success Conference, October 12-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,370, including a registration fee of \$375, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, College Support.

Rachelle S Lopez, Staff Aide (CCC), to attend the Region XII Bi-Regional Conference, November 8-11, 2011, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$390, travel by Air Coach, to be paid from International Program funds.

Katherine M Mckindley, Staff Specialist (CCC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Barbara A Miyadi, Instructor (GWC), to attend the The Future of Nursing: Leading Change in California Conference, October 4-7, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$235, to be paid from Nursing Project funds.

Barbara A Miyadi, Instructor (GWC), to attend the Breaking the Silos; Bridging the Gap; Building the Future,

September 25-27, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, to be paid from Nursing Project funds.

Georgie H Monahan, Instructor (OCC), to attend the Strengthening Student Success, October 12 - 14, 2011, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Lisa L Morales, Secretary Senior (GWC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Kathryn L Mueller, Dean (OCC), to attend the Department of Education Federal Student Aid Fall Conference, November 28 - December 2, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from Categorical Funds 2011 - 2012. The reason for this revision is to revise a date change in the Travel & Attendance section.

Kathryn L Mueller, Dean (OCC), to attend the National Association of Student Personnel Adminsitration Conference, November 16 - 19, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$265, rental car and insurance, to be paid from CDMA Professional and Staff Development Funds.

Robert D Nash, Dir, Inst Desgn & Fac Support (CCC), to attend the Designing and Improving an Effective Online Science Course, November 3-5, 2011, Champaign, IL, without loss of salary, with reimbursement for allowable expenses of \$1,150, including travel by Air Coach, to be paid from CDMA Professional Development Funds, ISD ancillary funds.

Madjid Niroumand, Interim Assoc Dean, Stu Srvcs (OCC), to attend the National Association of International Educators, Bi Regional Conference, November 8 - 11, 2011, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$220, travel by Air Coach, to be paid from International Center Ancillary Funds.

Craig A Oberlin, Sr Dir, College Info Tech (OCC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Community College Association for Occupational Education Fall 2011 Conference, October 19-21, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$395, to be paid from EWD-HWI Grant funds.

Kenneth G Parker, Instructor (OCC), to attend the Community College Humanities Association, National Conference, October 26 - 30, 2011, Fort Worth, TX, without loss of salary, with reimbursement for allowable expenses of \$1,320, including travel by Air Coach, to be paid from Contract Faculty Full-Time Funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education Fall 2011 Conference, October 18-21, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$395, to be paid from VTEA/Perkins funds.

Ammone A Raddavong-Jaime, Informatn Sys Tch I (CCCD), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Darrin Robertson, Disab St Med Acc Spc (OCC), to attend the Hight Tec Center training Unit Overview of Math Accommodations, October 27 - 28, 2011, Cupertino, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Jorge R Sanchez, Supervisor Of Resrch (CCC), to attend the Strengthening Student Success Conference, October 12-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,375, including a registration fee of \$375, travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds, College Support. The reason for this revision is to increase College Support budget by \$5.00 to cover registration.

George C Santoro, Offset Press Oprtr 3 (CCC), to attend the Red Cross Disaster Academy, October 26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Disaster Preparedness Funds.

Brenda L Shine, Instructor (OCC), to attend the Captivating Colors of Canada, October 7-16, 2011, New York City - Quebec Canada, NY, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, rental car and insurance, to be paid from Ancillary Account.

Sheri L Sterner, Adm Dir, Res, Plan, & Inst Eff (OCC), to attend the Strengthening Student Success, October 13, 2011, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

James E Tierney, Hourly Instructor (OCC), to attend the 7th Annual Economics Teaching Conference, October 26 - 29, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$225, travel by Air Coach, to be paid from CFE contracted PDI Part Time Conference Funds.

Karen T Tran, Adm/Records Tech 3 (CCC), to attend the Region XII Bi-Regional Conference, November 8-11, 2011, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$245, travel by Air Coach, to be paid from International Program funds.

Valerie A Venegas, Sup, Emergency Prep & Spcl Evnt (GWC), to attend the American Red Cross Disaster Preparedness Pre-Academy and Academy, October 25-26, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$220, including a registration fee of \$180, to be paid from General Funds (Admin. Services).

Lois Y Wilkerson, Interim Vice Pres, Stud Svcs (CCC), to attend the Strengthening Student Success Conference, October 12-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$375, travel by Air Coach, to be paid from CDMA Professional Development Funds, ASG Discretionary funds.

Linda K York, Counselor (GWC), to attend the 2011 Community College Counselors/ Advisors Academic Association for Athletics Fall Conference, October 26-28, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$158, including a registration fee of \$125, to be paid from IPD AFT Conference funds F/T

CCCD Agenda 10/05/11

5. Curriculum Approval

Subject	5.01 DIS - Curriculum Approval
Meeting	Oct 5, 2011 - Regular Meeting
Category	5. Curriculum Approval
Access	Public
Туре	Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of Program/Options/Revisions/Retirements/Reinstatements

File Attachments Curriculum.doc.(47 KB) ,

Approval of New Courses

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

Coastline Community College

Effective Spring 2012

LAW C121 - Legal Research/CALR; 3.0 units

72 semester lecture hours; advisory: LAW C100, LAW C105, and LAW C118; fee: \$20.00; grading method: student option. Course in legal research methods and writing by examination and analysis of the law, written legal memoranda, and supervised library assignments. Students will have a working knowledge of statutory, case law, secondary source research techniques, and computer assisted legal research.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

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

Orange Coast College

Effective Fall 2012

FROMTOCounseling A101 – New Horizons for Men and Women
Title:New Horizons for Men and WomenNew Horizons for Men and WomenNew Horizon for Adults Returning to CollegeDance A203 – Performing Dance Ensemble
Co-requisite:Dance A101, A110, A120 or A125Dance A130, A135, A138 or A147 or
Recommendation of the instructor

Course Retirement:

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

Orange Coast College

Effective Fall 2012

Drafting Technology A110 – Basic Drafting Practices Drafting Technology A115 – Engineering Drafting Design 1 Drafting Technology A120 – Engineering Drafting Design 2 Drafting Technology A150 – Basic Computer Aided Design/Drafting Drafting Technology A157 – Computer Aided Design/Drafting-Mechanical Drafting Technology A158 – Computer Aided Design/Drafting-Architectural Drafting Technology A159 – Introduction to 3D CAD Drafting Technology A160 – Dimensioning Drafting Technology A165 – Computer Aided Drafting Software Survey Drafting Technology A170 - Mechanical Solid Modeling

Approval of Programs/Options/Revisions/Retirements/Reinstatement

Program/Option Retirement:

The Orange Coast College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following program/options be approved for retirement from the curriculum.

Orange Coast College

Effective Fall 2012

Drafting Technology – Computer Aided Design/Drafting Certificate of Achievement/Degree Drafting Technology – Mechanical Design/Drafting Certificate of Achievement/Degree Drafting Technology – Computer Aided Drafting Certificate of Specialization Drafting Technology – Dimensioning Certificate of Specialization

6. Authorization for Student Trips

Subject	6.01 CCC - Student Trips
Meeting	Oct 5, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Туре	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: Tanaka Farm Location: Irvine Dates: October 11, 2011; October 12, 2011, October 13, 2011 and October 14, 2011 Department: Psychology/Parent Education Transportation: District transportation

Conference/Activity: Johnson Brothers Farm Location: Irvine Dates: October 24, 2011 Department: Psychology/Parent Education Transportation: Private vehicles

Conference/Activity: Irvine Regional Park Location: Orange Dates: December 5, 2011 and December 6, 2011 Department: Psychology/Parent Education Transportation: Private vehicles

Conference/Activity: Environmental Nature Center Location: Newport Beach Dates: December 7, 2011; December 8, 2011 and December 9, 2011 Department: Psychology/Parent Education Transportation: Private vehicles

Subject	6.02 OCC - Student Trips
Meeting	Oct 5, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Туре	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.

Joshua Tree National Monument & Environs

Location: Twenty-Nine Palms, Ca

Date: October 8 & 9, 2011

Department: The Architectural Technology and Film Departments

Cost/Purpose/Funding Source: Approximately 30 students will be involved including students from Arch 215 and a team from the film department. The students will be doing field research for participation in the 2011-2012 William Turnbull Competition: Drylands Design: An Open Ideas Competition for Retrofitting the American West. The film crew students are doing a documentary project and will be following the design competition as a promotional video for OCC Architectural Technology. Students and faculty will pay for food and lodging out of pocket.

Transportation: District Vehicles

Subject6.03 GWC - Student TripsMeetingOct 5, 2011 - Regular MeetingCategory6. Authorization for Student TripsAccessPublicTypeConsent

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.

Board of Registered Nursing Discipline Meeting Location: San Diego Date(s): October 13, 2011 Department: GWC School of Nursing Cost/purpose/funding source: No cost to the College.

Journalism Association of Community Colleges (JACC) SoCal 2011 Conference Location: Cal State Fullerton, Fullerton, CA Date(s): October 14- 15, 2011 Department: Journalism Cost/purpose/funding source: \$630 for registration and food from Journalism Income (auxiliary) funds.

7. Authorization for Special Projects

Subject	7.01 CCC - Special Projects
Meeting	Oct 5, 2011 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Туре	Consent

Intellectual Disabilities (ID) Program Open House and Potluck Dinner

Date: October 13, 2011, 6:00 - 8:00 p.m.

Location: Costa Mesa Center

Department: Special Programs and Services for the Disabled

Purpose: Promote the spirit of community between the ID students, their families, faculty and staff. Cost/purpose/funding source: \$750/Materials and Refreshments/Special Programs Foundation funds

Sixth Annual Latino Youth Leadership Annual Conference

Date: March 2, 2012

Location: Le-Jao Center

Department: Student Services in coordination and co-sponsored with the Orange County League of Latin American Citizens (LULAC) Foundation and the LULAC Garden Grove Council.

Purpose: Outreach

Cost/purpose/funding source: \$7,000/College funds

Host Instructional Technology Council of the American Association of Community Colleges' eLearning 2012 Conference

Date: February 18-21, 2012

Location: The Westin Long Beach Hotel

Department: Instructional Systems Development

Purpose: Exhibit Coast Learning Systems' products and launch Seaport 3 nationwide. Cost/purpose/funding source: No cost to College or District.

Latino Youth Leadership Academy Events Date: Various Dates throughout 2011-12 Location: College Center, Garden Grove Center and/or Le-Jao Center Department: Student Services Purpose: Outreach Cost/purpose/funding source: \$1,000/College funds

Subject	7.02 OCC - Special Projects
Meeting	Oct 5, 2011 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Туре	Consent

Let Nature Sing Choral Concert

Dates: October 19, 2011 Location: Robert B. Moore Theatre Department: Music/ Visual and Performing Arts Purpose: Student and Community Outreach Cost/ Funding: Admission price \$8 public and \$5 students. Total Costs \$200. Expenses to be paid from ASOCC and ancillary funds.

Classical Guitar Concert

Date: Oct. 26, 2011 Location: Frank M. Doyle Arts Pavilion Department: Visual and Performing Arts/ Music Purpose: Student and Community Outreach Cost/Purpose/Funding Source: Free admission. Total Cost \$200. Expenses to be paid from ASOCC, foundation and ancillary funds.

"Unique Art & Architecture Around the World" 21st Annual Aids Benefit

Date: October 14, 2011 Department: Visual & Performing Arts and Foundation Purpose: fundraiser for scholarships and AIDS Benefit Cost/Purpose/Funding Source: Expenses of \$1,000 from event proceeds and foundation funds

Texas Hold'em Tournament

Date: November 12, 2011 Department: Foundation Purpose: OCC Baseball Cost/Purpose/Funding Source: Expenses of \$15,000 from event proceeds and foundation funds

Subject 7.03 GWC - Special Projects

MeetingOct 5, 2011 - Regular MeetingCategory7. Authorization for Special Projects

Access Public

Type Consent

Homecoming Week Activities

Date(s): October 24-29, 2011

Department: International Student Program

Purpose: To support campus homecoming week activities and introduce and promote the activities to international students

Cost/purpose/funding source: \$300 for promotional items (hats, t-shirts, etc.) from International Student Program funds.

Football Car Wash Fundraiser.

Date(s): Fall 2011 (list of dates and participants on file with the Athletic Department)

Department: Physical Education/Athletics

Purpose: To raise funds for uniforms, equipment, and other needs due to budget cuts.

Cost/purpose/funding source: \$100 for supplies, meals, and other related expenses to be paid from collected funds.

Coast Community College District Chicano/Latino College Day

Date(s): December 2, 2011

Department: Administrative Services/Special Events

Purpose: GWC to host the District-wide Chicano/Latino College day to encourage and inspire local high school students to finish high school and pursue a higher education.

Cost/purpose/funding source: \$10,000 for transportation, food, entertainment, printing, giveaways, speakers and decorations from Promotions general funds, Associated Students Trust funds and Foundation funds.

School of Nursing Pinning Ceremony

Date(s): December 15, 2011

Department: School of Nursing

Purpose: Nursing students completion of nursing program receiving their pins.

Cost/purpose/funding source: \$2,500 for decorations, food, and other supplies needed from Completion Ceremony Foundation funds.

"The Why Tour" Music Show Fundraiser Date(s): April 20, 2012 Department: EOPS/CARE/EFY Purpose: To raise funds for Emancipated Foster Youth students

Cost/purpose/funding source: \$500 for refreshments, sound technician and supplies from Foster Youth funds.

"Move Me" Dance Concert

Date(s): May 20 - 21, 2011

Department: Dance Department

Purpose: Dance Concert

Cost/purpose/funding source: \$3,450 for refreshments, facilities, printing, supplies, and gift cards for prizes from Dance Trust and ASB funds to be covered by admission fees (\$12 general; \$10 ASB/GWC, seniors and children under 12).

(Revision is to specify gift cards as the prizes. Previous Board action: 7/20/11.)

8. Authorization to Apply for Funded Programs

Subject	8.01 DIS - Authorization to Apply for Funded Programs
Meeting	Oct 5, 2011 - Regular Meeting
Category	8. Authorization to Apply for Funded Programs
Access	Public
Туре	Consent

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

Orange Coast College has applied for the County of Orange, Health Care Agency grant titled "Alcohol **Prevention Services on Community College Campuses**". To assist community colleges in providing comprehensive alcohol prevention services within the campus setting and the surrounding communities. Prevention services shall be designed to address the long-term goals of reducing underage and high-risk drinking.

Fiscal Impact: If funded, Orange Coast College will receive \$220,000 from December 1, 2011 through June 30, 2013. There are no matching funds required.

Orange Coast College has applied for the San Francisco Community College District grant titled "California Early Childhood Mentor Program". The California Early Childhood Mentor Program provides resources and support to aspiring and experienced teachers and administrators in programs serving children birth to five and before- and after-school programs.

Fiscal Impact: If funded, Orange Coast College will receive \$650 from August 1, 2011 through July 31, 2012. There are no matching funds required.

Orange Coast College has re-applied for the California Community College Chancellor's Office grant titled "Career Development Collaborative Grant". The Career Development Collaborative Grant provides access to the knowledge, resources, and the tools needed to help students in their struggle to find careers and job opportunities to succeed in today's workplace. The project in partnership with the Career Development Advisory Committee, Regional Consortia, Discipline/Industry Collaboratives will research, develop and disseminate information, resources activities, training and technical assistance to California Community College career practitioners who face special challenges in meeting the career development needs of highly diverse community college student population. The career development information, resources and activities will help all students to clarify their career goals and find rewarding employment or further education.

Fiscal Impact: Orange Coast College will receive \$90,000 from July 1, 2011 through June 30, 2012. There are no matching funds required.

Orange Coast College has re-applied for the Yosemite Community College District, Child Development Training Consortium grant titled "Child Development Training Consortium". Orange Coast College will re-apply for the consortium block grant as part of over 72 community colleges upgrading child care throughout California. **Fiscal Impact:** If funded, Orange Coast College will receive \$25,000 from September 1, 2011 through June 30, 2012. There are no matching funds required.

Orange Coast College has re-applied for the California Community College Chancellor's Office grant titled "Statewide Collaborative for Work-Based Learning". This project responds to the need to continue expanding access to all students for all types of high-quality work-based learning and workplace success skills. Work-based learning (WBL) activities and strategies need to be integrated across the curriculum and delivered to faculty, counselors, students, and career centers. Research supports the value of work-based learning. WBL gets students to jobs faster, helps them earn higher wages in the first few years of employment, and supports the completion of occupational certificates. In addition, work-based learning opportunities help students clarify their career goals.

Fiscal Impact: Orange Coast College will receive \$90,000 from July 1, 2011 through June 30, 2012. There are no matching funds required.

9. Authorization to Enter Into Standard Telecourse Agreements

Subject	9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Oct 5, 2011 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Туре	Consent

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

CHILD DEVELOPMENT: STEPPING STONES NILRC (IL) Term of Agreement: September 1, 2011 – August 31, 2014

CONCEPTS IN MARKETING NILRC (IL) Term of Agreement: June 1, 2011 – May 31, 2014

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 (74 KB)

10. Approval of Clinical Contracts

Subject	10.01 OCC - Clinical Contracts
Meeting	Oct 5, 2011 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Туре	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.) (See Attachment #2)

RENEWALS

Care Ambulance Services, Inc. Orange, CA Term: October 6, 2011 to October 1, 201 Compensation: None	Standard Clinical Affiliation Agreement
Fountain Valley School District Huntington Beach, CA Term: October 6, 2011 to September 1, 2 Compensation: None	Standard Educational Entity Clinical Affiliation Agreement
UCI Medical Center Orange, CA Term: October 6, 2011 to October 1, 201 Compensation: None	Standard Clinical Affiliation Agreement
Huntington Beach City School District Huntington Beach, CA Term: October 6, 2011 to September 1, 2 Compensation: None	Standard Educational Entity Clinical Affiliation Amendment
Irvine Unified School District Irvine, CA Term: October 6, 2011 to September 1, 2 Compensation: None	Standard Educational Entity Clinical Affiliation Amendment
West Coast Radiology Center Santa Ana, CA Term: October 6, 2011 to October 1, 2010 Compensation: None	Standard Clinical Affiliation Agreement
Children's Hospital of Orange County Orange, CA	Non-Standard Clinical Affiliation Agreement

CCCD Agenda 10/05/11

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Term: October 6, 2011 to October 5, 2013 Compensation: None

St Bernardine Medical HospitalNon-Standard Clinical Affiliation AmendmentSan Bernardino, CATerm: October 6, 2011 to August 31, 2012Compensation: NoneNone

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.

File Attachments

St Bernardine Renewal Amendment 2011.pdf (61 KB)

CHOC Clinical Agreement 9-15-11 rev signature pg 10.doc (106 KB)

11. Approval of Standard Agreements

Subject	11.01 CCC – Approval of Standard Agreements
Meeting	Oct 5, 2011 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Туре	Consent

CCC - Approve District Standard Scope of Work #2011-53 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 #2011-53 under the Master Services Agreement (Board Approved: 2/3/10), between Chevron Products Company and the Coast Community College District for SRU-73 – Phase I Analysis. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$10,000 income from Chevron Products Company payable upon completion of analysis.

CCC - Approve District Standard Scope of Work #2011-54 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 #2011-54 under the Master Services Agreement, (Board Approved: 2/3/10), between Chevron Products Company and the Coast Community College District for development of a course to increase competence using the 5-Why Incident Investigation techniques. 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 upon completion of project milestones in the development of a one day course.

CCC – Military Subcontractor – Standard Amendment to Military Subcontract Agreements (NCPACE)

Approve District Standard Amendments (Board Approved 10/06/10) to Standard Military Subcontract Agreements (Board Approved 9/30/09) between the Coast Community College District and Academic Institutions who Provide Services in Support of the Subcontract Agreement (Board Approved 09/30/09) between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Program

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Amendments (Board Approved 10/06/10) to Standard Military Subcontract Agreements (Board Approved 9/30/09) between the Coast Community College District and Academic Institutions who Provide Services in Support of the Subcontract Agreement (Board Approved 9/30/09) between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Program. The Board President, or designee, is authorized to sign the Amendments and any related documents, indicating approval by the Board of Trustees.

Subcontractor Name: Dallas County Community College District, Dallas Telecollege Online. Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$149.00/semester hour. Amended Payment Schedule/Compensation: Undergraduate courses: 155.00/semester hour. Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years. Amended Term of Agreement: October 1, 2011 – September 30, 2012 Source of Funding: Contract Education ancillary funds

Subcontractor Name: ECPI University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$220.75/semester hour. Amended Payment Schedule/Compensation: Undergraduate courses: \$229.64/semester hour. Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years. Amended Term of Agreement: October 1, 2011– September 30, 2012 Source of Funding: Contract Education ancillary funds

Subcontractor Name: Governors State University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$216.34/semester hour. Amended Payment Schedule/Compensation: Undergraduate courses: \$225.06/semester hour. Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years. Amended Term of Agreement: October 1, 2011 – September 30, 2012 Source of Funding: Contract Education ancillary funds

Subcontractor Name: Old Dominion University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$203.00/semester hour; Graduate courses: \$397.00/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$211.00/semester hour; Graduate courses: \$413.00/semester hour.

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years.

Amended Term of Agreement: October 1, 2011 – September 30, 2012

Source of Funding: Contract Education ancillary funds

Subcontractor Name: Saint Leo University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$155.39/semester hour; Graduate courses: \$350.00/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$161.65/semester hour; Graduate courses: \$364.11/semester hour.

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years.

Amended Term of Agreement: October 1, 2011 – September 30, 2012

Source of Funding: Contract Education ancillary funds

Subcontractor Name: Thomas Edison State College

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$184.32/semester hour. Amended Payment Schedule/Compensation: Undergraduate courses: \$191.75/semester hour. Initial Term of Agreement: October 1, 2009 – September 30, 2010 Amended Term of Agreement: October 1, 2011 – September 30, 2012 Source of Funding: Contract Education ancillary funds

Subcontractor Name: The Board of Regent for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning. Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$220.75/semester hour; Graduate courses: \$275.94/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$229.64/semester hour; Graduate courses: \$287.06/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years.

Amended Term of Agreement: October 1, 2011 – September 30, 2012

Source of Funding: Contract Education ancillary funds

Subcontractor Name: Vincennes University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). Initial Payment Schedule/Compensation: Undergraduate courses: \$135.76/semester hour.

Amended Schedule/Compensation: Undergraduate courses: \$141.23/semester hour.

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years.

Amended Term of Agreement: October 1, 2011 -- September 30, 2012

Source of Funding: Contract Education ancillary funds

Subject	11.02 OCC - Approval of Standard Agreen	nents
Meeting	Oct 5, 2011 - Regular Meeting	
Category	11. Approval of Standard Agreements	
Access	Public	
Туре	Consent	~

Approve Standard Agreement between Build Futures and the Coast Community College District for the Purpose of Providing an Additional Site for Students to do Field Work (Psychology 245) for the Mental Health Worker Career Certificate

Background: The Mental Health Worker Program continues to find appropriate sites and supervisors in the community for our field work students completing the Mental Health Worker program. This is a drug and alcohol rehabilitation program and site. The Mental Health Worker program coordinator has toured the site, met the supervisor that Orange Coast College students will work with, and has had the appropriate course outline that corresponds with the field work class. As well, the supervisor received the evaluation form he will fill out at the end of the semester for our students in conjunction with doing field work at the Build Futures facility.

Goal/Purpose: To provide an additional site for students to carry out the mental health worker field work requirement.

Recommendation Statement: After review by the College President and District General Council, it is recommended by the Chancellor that the Board approves the Agreement between Build Futures and the Coast Community College District for the purpose of providing a site for students to do field work (Psychology 245) for the Mental Health Worker Career Certificate. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: There is no known fiscal impact with this Board Agenda item. The Build Futures facility is not charging the district for the privilege of using their site for the field work part of the Mental Health Worker Program.

12. Authorization for Purchase of Institutional Memberships

Subject	12.01 CCC – Institutional Memberships
Meeting	Oct 5, 2011 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Туре	Consent

RENEWAL

Name and Acronym: California Association on Postsecondary Education & Disability (CAPED) Term of Membership: October 1, 2011 – September 30, 2012

Cost: \$240

Purpose: Membership allows training and support for the Special Programs department with regards to the newest strategies for educating and tools for providing services for college students with disabilities.

Revision to Previous Board Action

Name and Acronym: National Council for Marketing and Public Relations (NCMPR)

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

Cost: \$450 (Revision is to increase dues by \$55 for a total revised amount of \$450. Prior Board Approval: 8/3/11)

Purpose: NCMPR hosts national and regional conferences, plus special professional development activities for marketing, public relations, graphics and web professionals at community colleges nationwide. Includes a subscription to Counsel Magazine (for Community College Marketing professionals) as well as the opportunity to participate in all events, and awards competitions.

Subject	12.02 GWC - Institutional Memberships
Meeting	Oct 5, 2011 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Туре	Consent

RENEWAL

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

Term of Membership: July1, 2011 – June 30, 2012

Cost: \$200

Purpose: Membership provides update on legal mandates and legislation in regard to Title V and other important Academic regulations and procedures.

Name and Acronym: Journalism Association of Community Colleges (JACC) Term of Membership: July 1, 2011 – June 30, 2012 Cost: \$500 Purpose: To allow students to compete in journalism competitions.

13. Authorization for Off-Campus Assignments

Subject	13.01 CCC - Off-Campus Assignments
Meeting	Oct 5, 2011 - Regular Meeting
Category	13. Authorization for Off-Campus Assignments
Access	Public
Туре	Consent

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

Name: Jones, Nancy S. Title: Professor Organization: Academic Senate for California Community Colleges SB70 Statewide Career Pathways Project Assignment: Faculty Coordinator Term: July 1, 2011 — June 30, 2012

Name: Jones Nancy S., Title: Professor Organization: Academic Senate for California Community Colleges C-ID Project Assignment: Faculty Facilitator Term: July 1, 2011 — June 30, 2012

Name: Jones, Nancy S. Title: Professor Organization: Academic Senate for California Community Colleges Occupational Educational Committee Assignment: Committee Member Term: July 1, 2011 — June 30, 2012

Name: Ramon, Diana Position: Administrative Secretary Campus: Coastline College Term: August 2011 - July 2012 Organization: California Board of Governors Consultation Council/California Community Colleges Chancellor's Office.

Meetings are scheduled monthly and are primarily held in Sacramento and occasionally in San Francisco, Pasadena, Anaheim and Costa Mesa. Released time costs for up to 20 days to be paid for through the Coast Federation of Classified Employees, with additional released time and all other travel costs paid through the California Federation of Teachers.

The Consultation Council is chaired by the state chancellor and meets once per month to review and evaluate new policy proposals necessitated either by legal requirements or local need, appoint task groups to develop new policy proposals, review and provide advice on policy issues currently in development, and review and provide advice on the work of standing committees developing annual system proposals, such as the budget and legislative programs. This formal consultation process allows the entire community college system to advise the chancellor who makes recommendations to the board on matters of policy. The purpose of the consultation process is to strengthen a system of communications, policy development, and review to ensure the quality and effectiveness of college operations and programs.

14. Authorization for Community Activities

Subject	14.01 GWC - Community Activities
Meeting	Oct 5, 2011 - Regular Meeting
Category	14. Authorization for Community Activities
Access	Public
Туре	Consent

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

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

Professional Experts

ART STUDIO, 48 hours per semester, October 6, 2011 – June 30, 2012. Presenter Amanda Best to receive 50% of the number of participants registered times the program fee, minus direct costs/administration fee. Participant Fee: \$200. (F) New offering.

(Revision is to correct the number of hours. Previous Board action 9/21/11.)

15. Authorization for Sailing Program

Subject	15.01 OCC - Sailing Program
Meeting	Oct 5, 2011 - Regular Meeting
Category	15. Authorization for Sailing Program
Access	Public
Туре	Consent

SPECIAL EVENTS

Project/Activity: OCC Sailing Center Professional Development and Training

Date: TBA : Between October 6 - December 31, 2012

Department: OCC Sailing Center

Purpose: To distribute information and provide training for staff and instructors, and to host special activities at the sailing center and aboard sailing center vessels, with and without student attendance, including but not limited to department works shops, instructor training, instructor meetings, boat maintenance and orientation trips and Industry Advisory Committee meetings.

Cost/Purpose/Funding Source: Total amount \$7,500 in expenses to include food, materials and other event expenses, to be paid from Sailing Center funds.

Project/Activity: Sailing Center Holiday Dinner and Boat Parade Viewing

Date: Wednesday, Dec 14 or Thursday, Dec 15, 2011

Department: Sailing Center

Purpose: A boat ride to view the Newport Harbor Holiday Boat Parade will be offered aboard the Wide Waters or other OCC Sailing or Foundation vessel.

Cost/Purpose/Funding Source: Total amount of \$1,000 in expenses to include food and beverages to be paid from Sailing Center funds.

STUDENT TRIPS

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: Men's Crew - Parents Meeting Location: OCC Boathouse Date: Oct 6, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary \$100 Transportation: N/A

Conference/Activity: Men's Crew - Varsity Catalina Workout Location: OCC Boathouse - Alaska Eagle Date: Oct 9, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary \$100 Transportation: N/A

Conference/Activity: Men's Crew - Friday Evening Races / BBQ

Location: OCC Boathouse Date: Oct 7 & 14, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary \$200 Transportation: N/A

Conference/Activity: Men's Crew - Head of the Charles Regatta Location: Boston, MA Date: Oct 21 - 23, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary \$3,500 (rowers contribute \$4,050) Transportation: Flight / Rental Van

Conference/Activity: Men's Crew - Row For The Cure Location: UC San Diego, Mission Bay in San Diego, CA Date: Oct 30th, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: District Vehicles

Conference/Activity: Men's Crew - Newport Autumn Rowing Festival Location: Newport Beach -- OCC Boathouse Date: Nov 6th, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: N/A

Conference/Activity: Men's Crew - San Diego Fall Classic Location: Mission Bay in San Diego, CA Date: Nov. 13, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: District Vehicles

Conference/Activity: Men's Crew - Head of the Harbor Location: USC Boathouse, LA Harbor, San Pedro, CA Date: Nov. 20, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: None Transportation: District Vehicles

Conference/Activity: Men's Crew - Coast Winter Regatta Location: Newport Beach- OCC Boathouse Date: Dec 3rd, 2011 or Dec. 10, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: None Transportation: None

Conference/Activity: Men's Crew - US Rowing Annual Convention / Coaching Clinic **Location:** Hartford CT **Date:** Dec 1-4, 2011

Department: P.E. & Athletics **Cost/Purpose/Funding Source:** PDI Conference Funding / Ancillary **Transportation:** Airlines, District and personal vehicles

Conference/Activity: Men's Crew - Long Beach Christmas Regatta Location: LBRA Boathouse, Alamitos Bay, CA Date: Dec. 4, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: District Vehicles

16. Personnel Items

Subject	16.01 District
Meeting	Oct 5, 2011 - Regular Meeting
Category	16. Personnei Items
Access	Public
Туре	Discussion

- a. Authorization for Leaves of Absence
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Schedule Changes, Classified Staff
- d. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff
- e. Authorization for Professional Experts
- f. Certificated Staff Seniority Number Confirmation

File Attachments Open.pdf (21 KB)

PERSONNEL ITEMS

a. Authorization for Leaves of Absence

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

Faculty

<u>Blake, Elizabeth</u>, OCC, Instructor, Dietetic Technician, 100% LOA/wop under the Family and Medical Leave Act of 1993, for the period 10/09/11 through 12/18/11.

b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2011-12 school year:

<u>Name</u>	<u>Campus</u>	From Col/Step	<u>To Col/Step</u>
Chu, Alice	GWC	li 09	III 10

c. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes and On Call Hours Over Contract

Name	LOC	Title	From	To	Start Dt	End Dt
Komenda, Virginia	000	Instructional Assoc	75%	HOC	10/06/11	06/30/12
Prohaska, Cheryl	GWC	Classroom Interpreter	62.5%	100%	08/27/11	05/27/12
Raskin, Debra	OCC	Instructional Assoc	75%	HOC	10/06/11	06/30/12

d. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff

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

<u>Name</u>	LOC	<u>Title</u>	<u>Start Dt</u>	End Dt	<u>Plcmt</u>
Weikel, Terry	000	Hrly/Temp Clerical/Sec	10/06/11	06/30/12	

e. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

<u>Famolaro, Felix A.</u>, OCC, to provide instruction for USMC Electrical Class, for the period 09/12/11 to 10/07/11, to be paid by timecard at \$100.00 per unit, 27.56 units per week for 4 weeks, compensation to be \$11,025.00, funding source is General Fund.

Jaramillo, Eli R., GWC, to serve as Auto-Tech Cohort Curriculum/Internships Coordinator, for the period 10/10/11 to 06/09/12, to be paid by timecard at \$100.00 per unit, 4.545 units per week for 35 weeks, compensation to be \$15,909.18 including benefits, funding source is Perkins Funds.

Young, Gary J., CCC, to assist in developing, designing, coding, testing, debugging and documenting major complex computer programs, modules, subsystems or application, and maintain integrity and functionality of course management systems, develop future applications in regards 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 10/10/11 to 01/09/12, to be paid by timecard at \$100.00 per unit, 12.917 units per week for 12 weeks, compensation to be \$15,501.00, funding source is Learning Technology Center General Fund.

Other Professional Experts

<u>Agnes, Nicole L.</u>, DIST, to serve as liaison between middle school site (Talbert Middle School) and college and to develop/implement program plan for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Middle School Program, for the period 10/06/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.27 units per week for 37 weeks, compensation to be \$1,000.00, funding source is SB70/SB1133 CTE Community Collaborate Year Three and Year Four Grants.

<u>Deatherage Miscione, Velvet A.</u>, CCC, to provide military-related photographic opportunities, for the period 10/06/11 to 12/31/11, to be paid by timecard at \$10.00 per unit, 10 units per week for 12 weeks, compensation to be \$1,200.00, funding source is Ancillary Funds.

<u>Dixson-Wilkins, Rose</u>, OCC, to provide mental health counseling for students, for the period 10/06/11 to 12/18/11, to be paid by timecard at \$100.00 per unit, 0.454 units per week for 11 weeks, compensation to be \$500.00, funding source is Health Fees.

<u>Dixson-Wilkins. Rose</u>, OCC, to provide mental health counseling for students, for the period 01/30/12 to 05/27/12, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

<u>Tran, Thu H.</u>, CCC, to revise programming codes for online courses, converting new and revised courses into Moodle, and laying out content for student guide revisions for Instructional Students Development department, for the period 10/10/11 to 02/09/12, to be paid by timecard at \$10.00 per unit, 18.75 units per week for 16 weeks, compensation to be \$3,000.00, funding source is Ancillary Funds.

<u>Vasilik, Richard</u>, GWC, to develop NATEF books for Auto-Tech faculty, for the period 10/10/11 to 06/09/12, to be paid by timecard at \$100.00 per unit, 0.606 units per week for 35 weeks, compensation to be \$2,121.28 including benefits, funding source is Perkins Funds.

<u>Vierstra, Donald W.</u>, CCC, to create alternate recurring characters for the Public Speaking Online course for Instructional Systems Development department, for the period 10/14/11 to 01/09/12, to be paid by timecard at \$100.00 per unit, 3.6 units per week for 12 weeks, compensation to be \$4,320.00, funding source is Instructional Systems Development Ancillary Funds.

Revision to Previous Board Action

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Lee, David M., CCC, to provide curatorial services for Coastline's Art Gallery, for the period 08/18/11 to 02/09/12, to be paid by timecard at \$100.00 per unit, 4.38 units per week for 25 weeks, increase compensation from \$3,900.00 to \$10,950.00 due to an increased allocation of funds for the Costa Mesa Center, funding source is Art Gallery Ancillary Funds.

f. Certificated Staff Seniority Number Confirmation

In accordance with the established procedure for assignment and correction of seniority, as required by the California Education code, drawings have been held and numbers have been assigned. It is recommended that the following seniority number be confirmed:

Start Date	Name	Number	<u>Campus</u>
08/28/06	Potts, Eva	1154.25	GWC
07/01/11	Rosales, Evangelina	1176.00	GWC
08/27/11	Pittaway, Daniel	1177.00	CCC

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17. Authorization for Independent Contractors

Subject	17.01 CCC – Independent Contractors
Meeting	Oct 5, 2011 - Regular Meeting
Category	17. Authorization for Independent Contractors
Access	Public
Туре	Consent

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

\$10,000 AND OVER

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-53, SRU-73 Phase 1 Analysis, \$8,000. SOW #2011-54, 5-Why Incident Investigation, \$5,100.

Payment Schedule/Compensation: \$13,100 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: October 6, 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 #2011-54, 5-Why Incident Investigation.

Payment Schedule/Compensation: \$15,300 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: October 6, 2011 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

UNDER \$10,000

IC Name: Wilcox, Susan A.

Services: Reviewing the online supplement for the Geology Lab course. Payment Schedule/Compensation: 14 lessons @ \$125/lesson for a total contract of \$1,750. Term of Agreement: October 6, 2011 – June 30, 2012 Source of Funding: ISD Ancillary Publications funds

IC Name: Belgrave, Kemi

Services: Recording scripted dialogue for the new Online Public Speaking course. Payment Schedule/Compensation: Up to 8 voiceover dialogues @ \$50/each for a total contract of \$400. Term of Agreement: October 6, 2011 – June 30, 2012 Source of Funding: ISD ancillary funds for Public Speaking course.

Revision to Previous Board Action

\$10,000 AND OVER

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: 177 days @ \$254.55/day for a total contract of \$45,055.35. (Revision is to increase assignment by 67 days and total contract increased by \$17,054.85 for a total contract of \$45,055.35. Prior Board Approval: 6/15/11).

Term of Agreement: October 6, 2011 - June 30, 2012

Source of Funding: ISD ancillary funds

Subject	17.02 OCC - Independent Contractors
Meeting	Oct 5, 2011 - Regular Meeting
Category	17. Authorization for Independent Contractors
Access	Public
Туре	Consent

The following are to serve as independent contractors pursuant to the District's Standard Independent Contractor Agreement.

UNDER \$10,000

IC Name: American Program Bureau, Inc. agent for Jared Cohen

Services: Performing public lecture on " How College Students Can Use Social Media Technology to Effect Political Change"

Payment Schedule/Compensation: Total amount \$6,000 for speaker fee and reception to be paid upon submittal of invoice as work is completed.

Term of Agreement: October 12, 2011

Source of Funding: To be paid from Staff Development funds

IC Name: Calypso Dive Service Inc

Services: For the purpose of providing bottom cleaning services to sailing center boats and donations. 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: Oct 6, 2011-June 30, 2012

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

IC Name: Colex Imaging

Services: To provide parts and labor as related to repairs of print processing machines Department: Visual and Performing Arts/ Photo Payment Schedule/Compensation: Total Contract Amount \$5,500. Term of Agreement: Oct. 6, 2011 to June 15, 2012 Source of Funding: To be paid from ancillary funds

IC Name: Todd & Associates, Inc.

Services: For the purpose surveying Sailing Program and OCC Foundation vessels for donation value and repair needs

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,000 for term of Contract.

Term of Agreement: Oct 6, 2011-June 30, 2012

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

IC Name: Johnson, Jill Services: Guest Director for Theatre Production Department: Visual and Performing Arts/ Theatre Payment Schedule/Compensation: Total Contract Amount \$1,000. Term of Agreement: Oct. 15, 2011 – Nov. 17, 2011 Source of Funding: To be paid from ancillary and ASOCC funds

OVER 10,000

IC Name: HD Industries

Services: To provide engine service and maintenance to OCC vessels and Foundation donations. **Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$15,000 for term of Contract.

Term of Agreement: Oct 6, 2011-June 30, 2012

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

Subject	17.03 GWC - Independent Contractors
Meeting	Oct 5, 2011 - Regular Meeting
Category	17. Authorization for Independent Contractors
Access	Public
Туре	Consent

The following are to serve as independent contractors pursuant to the District's Standard Independent Contractor Agreement.

UNDER \$10,000

IC Name: Jauregui, Camille

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,500 (\$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: October 6, 2011 – June 30, 2012 Source of Funding: RHORC RTC Trust funds

IC Name: Snauwaert, Ken

Services: Presenter for Artist in Residence Program

Payment Schedule/Compensation: \$450, to be paid at the conclusion of the presentation

Term of Agreement: October 22-24, 2011

Source of Funding: Floral Design Trust funds, Floral Design Club funds, and Floral Design Foundation funds

IC Name: On Course c/o Downing, Skip

Services: Provide one-day On Course Professional Development Workshop "Staying On Course with Diverse Learners"

Payment Schedule/Compensation: \$3,100, to be paid \$1,550 upon contract signing and remainder upon completion

Term of Agreement: January 22-23, 2012

Source of Funding: RHORC Trust funds

(Revision is to increase total compensation from \$3,000. Previous Board action: 9/21/11.)

Subject	17.04 DIS - Independent Contractors
Meeting	Oct 5, 2011 - Regular Meeting
Category	17. Authorization for Independent Contractors
Access	Public
Туре	Consent

The following are to serve as independent contractors pursuant to the District's Standard Independent Contractor Agreement.

UNDER \$10,000

IC Name: Ewing Consulting Services

Services: Conduct training of the classified and management members of the District Reclassification Committee per CFCE Contract Article 12, and facilitate classification review completion.

Payment Schedule/Compensation: \$150 per hour, not to exceed \$5,000.

Terms of Agreement: Periodic training 2011-2012. First training/facilitation date is scheduled for October 10, 2011.

Source of Funding: District Funds

18. Authorization for Staff Development

Subject	18.01 OCC - Staff Development
Meeting	Oct 5, 2011 - Regular Meeting
Category	18. Authorization for Staff Development
Access	Public
Туре	Consent

Niroumand, Madjid. OCC, Interim Associate Dean of Student Services, to attend Solution Leadership course at Argosy University, from September 6 through October 26, 2011. Reimbursement of tuition and books not to exceed \$1,500 to be paid from management Professional Development funds.

Subject	18.02 GWC - Staff Devel	opment
Meeting	Oct 5, 2011 - Regular Mee	ting
Category	18. Authorization for Staff	Development
Access	Public	and the second sec
Туре	Consent	

Psychology Department Symposium

Date(s): October 21, 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.

(Revision is to change the date. Previous Board action: 6/15/11.)

19. Approval of Purchase Orders

11 - Regular Meeting
val of Purchase Orders
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PO		OUTE	OBJECT	AMOUNT
NUM		SITE	CODE	AMOUNT
P0325459	Symantec Corp Internet webpage authentication software renewal	DIS	5638	19,489.00
P0325401	Accrediting Commission-CJC Membership fee. Board Date: 04/06/11	CCC	5320	17,453.00
P0325372	USjournal.com LLC 2 year subscription renewal	000	5850	14,830.20
P0325473	Xangati Inc Software license 7 support for Information Tech	000	5699	12,840.17
P0325423	Woodruff, Spradlin & Smart Legal services for redistrict	DIS	5899	10,000.00
P0325396	Workplace Resource	OCC-GB	6411	9,983.30
P0325381	OC Wholesale Flowers	GWC [·]	4312	8,000.00
P0325382	A-Z Wholesale Floral Supply Inc	GWC	4312	6,000.00
P0325388	Charles G Hardy Inc	CCC	4312	6,000.00
P0325463	Vital Link OC	000	5899	6,000.00
P0325392	Shinoda Design Center Inc	GWC	4312	5,925.00
P0325409	GovConnection Inc	DIS	6412	5,762.14
P0325436	B & H Photo-Video	OCC	4312	5,636.12
P0325402	McBain Instruments	CCC	4312	5,095.52
P0325469	Media Blast & Abrasive Inc	000	6401	5,037.31
P0325447	MSC Industrial Supply Co	000	4312	5,000.00
P0325444	Home Depot	000	4312	4,000.00
P0325445	Thompson Building Materials	000	4312	3,500.00
P0325465	Mezun.com Inc	000	5850	3,500.00
P0325466	AACC	OCC	5850	3,200.00
P0325417	Education 4 Work	000	5899	3,000.00
P0325422	RJ's Coaching & Consulting	000	5899	3,000.00
P0325467	Baker Rentals & Sales Inc	000	5682	2,500.00
P0325426	Automotive Electronics Services Inc	GWC	4312	2,394.92
P0325371	Office Depot	000	4312	2,000.00
P0325379	Shinoda Design Center Inc	GWC	4312	2,000.00
P0325437	Fisher Scientific	000	4312	2,000.00
P0325450	Greater Alarm Co Inc	GWC	4677	2,000.00
P0325451	Apex Audio Inc	GWC	4677	2,000.00
P0325453	Fuller Engineering Inc	GWC	4312	2,000.00
P0325377	CPP Inc	000	4312	1,909.65
P0325460	Xap Corp	CCC	5699	1,895.50
P0325468	CI Solutions	000	4312	1,869.53
P0325424	ALD Security Innovations	CCC	4401	1,865.39
P0325471	GovConnection Inc	DIS	6412	1,686.56
P0325420	ESHA Research	000	5699	1,598.30
P0325406	Art Supply Warehouse	GWC	4312	1,500.00
P0325400 P0325407	Home Depot	GWC	4312	1,500.00
				1,000.00

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P0325383	NCS Pearson Inc	occ	4312	1,456.01
P0325400	Sy Nielson Service Inc	GWC	5638	1,400.00
P0325384	Academic Senate	CCC	5320	1,250.40
P0325385	CPP Inc	000	4312	1,249.90
P0325477	CCN Financial Services Inc	GWC	5699	-
P0325378	NCS Pearson Inc			1,200.00
P0325378			4312	1,175.86
P0325443	OCB Reprographics	000	4312	1,141.35
	Office Depot	000	4312	1,122.80
P0325442	Blick Art Materials	000	4312	1,070.65
P0325380	OC Wholesale Flowers	GWC	4312	1,000.00
P0325386	Island Florals	GWC	4312	1,000.00
P0325415	Follett Higher Education Group Inc #1094	000	4312	1,000.00
P0325449	Andrews Electronics	GWC	4677	1,000.00
P0325455	Walters Wholesale Electric Co	GWC	4677	1,000.00
P0325395	Exemplis Corp	OCC-GB	4312	901.87
P0325448	Balanced Body	000	4312	886.28
P0325375	Ammco Occupational Apparel	CCC	5899	800.00
P0325390	Aircraft Spruce & Specialty Co	OCC	4312	798.00
P0325452	IJSS Inc	CCC	4312	600.00
P0325403	Perma-Bound	GWC	6301	525.69
P0325399	DirecTV	CCC	5899	525.00
P0325363	Office Depot	CCC	4312	500.00
P0325411	Follett Higher Education Group Inc #1094	000	4312	500.00
P0325438	Wards Natural Science	000	4312	500.00
P0325439	Carolina Biological Supply	000	4312	500.00
P0325440	University HS Football Boosters	000	5850	500.00
P0325454	Bulbman Inc	GWC [*]	4401	500.00
P0325418	Psychological Assessment Resources Inc	CCC	4285	499.88
P0325394	Computerland of Silicon Valley	GWC	5699	452.00
P0325373	Western Graphics Plus	OCC	4312	422.43
P0325425	Lab Safety Supply	GWC	4312	416.42
P0325410	Dell Higher Education	000	4312	401.86
P0325368	Office Depot	000	4312	400.00
P0325446	Follett Higher Education Group Inc #1094	OCC	4312	400.00
P0325365	Office Depot	DIS	4312	399.94
P0325404	Soccer Central	GWC	4312	387.90
P0325435	OCLC Inc	OCC	5110	380.08
P0325413	OC Register	CCC	5306	369.80
P0325441	Omaha Airplane Supply	000	4312	366.01
P0325421	Dell Higher Education	000	4312	340.83
P0325472	Sweetwater Sound Inc	000	4312	322.17
P0325428	Vocational Biographies Inc	GWC	5306	316.00
P0325427	Office Depot	GWC	4312	
P0325367	Office Depot	OCC	4312	315.73 300.00
P0325456	Bolsa Gunsmithing	GWC		
P0325456	GovConnection Inc		4312	300.00
P0325434 P0325432		DIS	4315	269.16
F 0320432	Office Depot	000	4312	262.42
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P0325364	Office Depot	OCC	4312	257.71
P0325366	Office Depot	OCC	4312	250.00
P0325369	Office Depot	OCC	4312	250.00
P0325408	Hitt Marking Devices Inc	DIS	4312	250.00
P0325457	Lakeshore Learning Materials	CCC	4312	250.00
P0325458	Discount School Supply	CCC	4312	250.00
P0325461	CAPED	CCC	5320	240.00
P0325370	Office Depot	OCC	4312	200.00
P0325414	OCC Food Services	OCC	5899	200.00
P0325462	John Wiley & Sons Inc	CCC	5306	180.00
P0325389	Crown Lift Trucks	CCC	5899	150.00
P0325391	Genuine Aircraft Hardware	000	4312	144.69
P0325398	Maplesoft	OCC	5699	140.00
P0325412	Westminster Chamber of Commerce	CCC	5320	130.00
P0325376	Egan Visual Inc	GWC	4312	123.91
P0325405	Psychological Assessment Resources Inc	GWC	4312	121.00
P0325431	Premier Office Services Co	CCC	5657	116.61
P0325374	Garden Grove Chamber Commerce	CCC	5320	100.00
P0325419	Harvard Business Review	DIS	5306	79.00
P0325429	College & Career Press	GWC	5306	75.00
P0325430	Partners Data Systems Inc	CCC	5831	66.67
P0325474	Office Depot	000	4312	65.94
P0325464	LAMA Books	000	4312	63.98
P0325397	Design Science Inc	000	5699	57.00
P0325387	Gaylord Bros Inc	GWC	4312	43.95
P0325475	Office Depot	000	4312	21.33
P0325476	Hitt Marking Devices Inc	DIS	4312	18.64
P0325393	Gaylord Bros Inc	GWC	4312	9.95
	Total		\$2	229,253.43

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

20. Ratification / Approval of Checks

Subject

20.01 DIS - Ratification/Approval of Checks

.

Meeting Oct 5, 2011 - Regular Meeting

Category 20. Ratification / Approval of Checks

Access Public

Type Consent

File Attachments

CheckApproval10-5-11.pdf (22 KB)

NUMBER	NAME OF VENDOR	AMOUNT
0160118	Medco Health Solutions Inc Prescription Claims	366,739.74
0160194	Coast Community College Dist Medical Claims	189,040.19
0160117	Keenan & Associates Protected Insurance Program	155,597.91
0160116	Coast Community College Dist Medical Claims	148,682.95
0160151	OCC Associated Students CSC CLEARING	74,677.00
0160197	ABTECH Hardware & installation of Virtualization Lab	61,495.16
0160287	WestEd Services for SB70 Grant	60,954.67
0160129	CCCD - SEOG SEOG Match - OCC, GWC	56,750.00
0160044	Apple Computer Inc Desktop computers for Graphic Arts Classroom	47,535.94
0160217	Coast Community College Dist Dept. of Ed Grant Reconcilliation	36,562.00
0160196	Vision Service Plan Premium Payments.	34,990.04
0160214	CCC CCC - Cash Clearing	29,068.66
0160300	Delta Health Systems Admin Fees.	27,556.50
0160127	ATI/Assessment Technologies Institute, LLC Nursing textbooks	27,315.13
0160189	Xerox Corp SMA Agreements District Wide	25,271.90
0160225	Employment Development Dept-EDD	22,977.62
0160134	Collegenet Inc	20,141.17
0160082	Pitney Bowes Reserve Account	20,000.00
0160106	Xap Corp	19,522.80
0160236	Institute for Evidence Based Change Anthem Blue Cross	18,152.87
0160299 0160074	Mesa Consolidated Water Dist	16,491.44
0160152	OCC Food Services	16,342.98 15,000.00
0160132	Southern Calif Edison Co	14,086.23
0160223	Education 4 Work	12,500.00

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0160000	Presid Dev Deliverent Disc	
0160092	Special Pay Retirement Plan	11,947.82
0160178	Sun Environmental Engineering Services Inc	11,100.00
0160175	Sport & Cycle Inc	9,798.92
0160156	Oracle America Inc	9,247.69
0160137	Economic Modeling Specialists Inc	8,750.00
0160245	LiNKS Sign Language & Interpreting Services	8,262.00
0160161	Preferred Property Maintenance	8,254.30
0160215	CCC Contract Education	6,612.64
0160084	Richard Ramos	6,500.00
0160292	Xerox Corp	6,366.02
0160256	Office Depot	5,727.42
0160103	Union Bank	5,388.33
0160143	Home Depot	5,357.05
0160038	AB Salon Equipment	5,308.51
0160224	Electro Systems Electric	4,675.00
0160216	CENIC	4,590.81
0160076	Microlife Medical Home Solutions Inc	4,427.05
0160093	Special Pay Retirement Plan	4,395.08
0160136	Dell Higher Education	4,282.41
0160208	Beeson, Tayer & Bodine	3,755.16
0160114	Care Resources Inc	3,657.00
0160301	First Colony Life Insurance Co	3,623.56
0160238	Int'l Education Service	3,385.00
0160140	Fisher Scientific	2,680.08
0160174	Spicers Paper Inc	2,666.56
0160244	Liebert Cassidy Whitmore	2,600.00
0160168	Saddleback Materials Co Inc	2,546.67
0160200	Alan's Lawnmower & Garden Ctr Inc	2,505.14
0160119	Medco Health Solutions Inc	2,491.78
0160180	T & L Printing Inc	2,468.63
0160100	Time Warner Cable	2,404.89
0160231	GlaxoSmithKline	2,346.82
0160088	Samy's Camera	2,337.40
0160198	Academic Senate	2,308.00
0160089	SC Signs & Supplies LLC	2,283.22
0160130	Chem Pro Laboratory Inc	2,264.00
0160105	Waxie Sanitary Supply	2,175.01
0160262	Saddleback Materials Co Inc	2,170.09
0160157	Pacific Blue Micro	2,137.50
0160282	Verizon Wireless	2,122.06
0160218	Coast Label Co	2,106.39
0160145	Kelly Paper	1,793.13
0160179	System One Business Products Inc	1,776.36
0160177	StreetWise Networks LLC	1,750.00
		1,700.00

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0400070		
0160078	Mobile Modular Management Corp	1,722.92
0160260	Quick Caption	1,704.30
0160043	David Andersen	1,629.28
0160040	ACS Education Services Inc	1,572.15
0160191	Smart & Final Stores LLC	1,511.80
0160226	Encyclopedia Britannica Inc	1,467.04
0160102	tw telecom holdings Inc	1,343.79
0160186	Verizon Wireless	1,331.26
0160081	Phoenix Group Info Systems	1,312.35
0160150	OCC Ancillary #1000-24750-5120	1,305.00
0160132	CI Business Equipment Inc	1,295.00
0160248	Microsoft Corp	1,289.00
0160235	Walter Huntoon	1,237.20
0160273	The Gas Co	. 1,133.54
0160283	Verizon Wireless	1,133.22
0160144	Irvine Pipe & Supply	1,100.34
0160080	Office Depot	1,089.46
0160234	Home Depot	1,072.94
0160275	Thomson West	1,069.65
0160147	Mesa Golf Carts Inc	1,052.34
0160062	Fry's Electronics	1,019.86
0160148	Minuteman Plumbing & Drains	1,006.84
0160131	Chevron	979.16
0160264	Shamrock Scientific Specialty Systems Inc	909.57
0160209	Bridges Transitions Co	900.00
0160220	Dell Higher Education	882.32
0160098	The Gas Co	859.48
0160115	CCCD Workers Comp Trust Fund	843.52
0160155	Oliver Mahon Asphalt Inc	800.00
0160154	OCLC Inc	796.99
0160250	Newport-Mesa Unified Sch Dist	791.99
0160251	Northern Tool & Equipment Co	788.15
0160229	Ganahl Lumber Co	785.76
0160065	Hardy Diagnostics	783.55
0160068	Home Depot	771.57
0160272	The Gas Co	762.19
0160210	Buddy's All-Star Inc	759.22
0160187	Westminster High School	750.00
0160158	Pcc Technology	734.06
0160120	ABC Window Cleaning Inc	725.00
0160205	B & B Services	· 711.87
0160276	Tri-Anim Health Services	708.13
0160083	Helen Quach	692.60
0160249	Mutual Liquid Gas & Equipment	692.43

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0160052	Calif Dept of Education	070 00
0160193	Amer Fidelity Assurance	679.83 675 50
0160291	World-Wide Fire Inc	675.50
0160279	Verizon California	660.00
0160281	Verizon Wireless	644.81
0160050	B & B Services	644.39 634.04
0160104	Wards Natural Science	634.04
0160286	Walds Natural Science Waxie Sanitary Supply	629.37
0160087	Saddleback Materials Co Inc	620.11
0160278	Valpar Int'l Corp	602.05
0160133	CI Solutions	595.00
0160077	Joseph Milunas	570.53
0160302	First Health	555.00
0160232	Grainger	541.45
0160232	Joanna Lowe	530.66
0160135	ControlWorks Inc	510.00
0160153	Ocean View HS Football Boosters	500.00
0160277	Unisource Worldwide Inc	500.00
0160042	Amtech Elevator Services	474.10
0160042	Janet Kinoshita	468.22
0160095		453.65
0160095	Storefront Door Repair UC4 Software Inc	452.09
0160271		448.56
0160271	Storefront Door Repair Rhino Electric Supply	447.44
0160097	T-Mobile USA	440.25
0160192	Stater Bros Markets	429.68
0160067		414.87
0160247	High Quality Tools Inc Mesa Consolidated Water Dist	408.48
0160247		402.70
0160290	Won Door Corp Travel Store Inc	390.00
0160066	Nathaniel Harrison	383.40
		370.00
0160146 0160207	LT Enterprises	360.00
	Baker & Taylor	357.59
0160141	Fry's Electronics	310.13
0160073	Rachel Martinez	310.00
0160221	Dunn-Edwards Corp	308.64
0160289	Western Scientific Co	300.78
0160064	Minerva Guray	295.32
0160261	Rhino Electric Supply	290.79
0160047	AT&T	267.58
0160253	OCC Food Services	257.92
0160075	Mesa Golf Carts Inc	251.80
0160051	Business Office Solutions	251.32
0160239	Irvine Pipe & Supply	251.18

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0160055	CCCEOPSA	250.00
0160056	CCCEOPSA	250.00
0160057	CCCEOPSA	250.00
0160058	CCCEOPSA	250.00
0160165	R & L Medical Co	250.00
0160219	Coastal Carbonic	249.83
0160222	Edits	244.01
0160206	B & M Lawn & Garden Center	243.96
0160063	Great Western Sanitary Supply	233.42
0160240	JK Electronics Distributors Inc	231.38
0160190	Home Depot	219.01
0160199	Airgas West Inc	218.40
0160266	Smith Pipe & Supply Inc	215.50
0160094	Stater Bros Markets	213.47
0160288	Western Graphics Plus	208.94
0160258	Norma Pollaro	205.10
0160252	Mary O'Connor	200.36
0160182	Valley HS Falcon Football	200.00
0160203	Art Supply Warehouse	197.98
0160060	Fastenal Co	196.65
0160254	OCC Petty Cash	194.29
0160121	Accurate Termite & Pest Control	194.00
0160059	Cummins-Allison Corp	192.78
0160138	Fastenal Co	184.07
0160170	Siemens Industry Inc	181.97
0160039	Accessorie Air Compressor Systems Inc	180.00
0160228	Fisher Scientific	178.34
0160259	Prudential Overall Supply Co	175.19
0160046	Cristina Arellano	172.00
0160195	Vision Service Plan	168.52
0160241	Johnstone Suppl <u>y</u>	168.04
0160243	Konica Minolta Business Solutions	166.87
0160096	Suburban Water Systems	166.42
0160211	Builders Security Locks & Services Inc	158.93
0160230	Gist, Damon	151.71
0160267	So Cal Intersegmental Articulation Council	150.00
0160185	Verizon Wireless	147.29
0160090	Signs etc	138.91
0160212	Capitol Enquiry	131.28
0160293	Stater Bros Markets	121.16
0160294	Xerox Corp	119.81
0160184	Verizon Wireless	116.04
0160242	Kelly Paper	102.74
0160091	Smog & Gas of Costa Mesa	100.00

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0160269	South Coast Higher Ed Counsil	100.00
0160183	South Coast Higher Ed Council Verizon California	100.00
0160041	Allied Refrigeration Inc	99.53
0160069	JK Electronics Distributors Inc	95.55
0160284	VWR Int'l Inc	95.16 70.20
0160237	Int'l E-Z Up Inc	79.36
0160237	Allied Refrigeration Inc	73.59
0160201	Alpha Card Systems LLC	69.74
0160204	AT&T	67.81
0160204	Alan's Lawnmower & Garden Ctr Inc	67.68
0160122	Grainger	66.57
0160246	McMaster-Carr	66.41
0160257	Orkin Commercial Services	66.04 65.00
0160045	Aramark Uniform Services	65.00
0160202	Aramark Uniform Services	61.59
0160049	AT & T	61.59
0160274	Theodore Robins Ford	60.23
0160070	Johnstone Supply	55.28
0160061	Federal Express Corp	51.52
0160054	CCC	50.07
0160270	Stater Bros Markets	48.00
0160270	WACAC	47.20
01600200	OCC Food Services	45.00
0160125	AT & T	44.82
0160125	AT&T	43.68
0160263		43.68
0160265	Seal's Compressed Gases Smardan Supply Co-Orange Coast	43.50
0160280	Verizon California	37.86
0160128	Baker & Taylor	34.73
0160120	Tracy Young	30.98
0160213	Carter Brothers Fire & Life Safety	30.41
0160139	Federal Express Corp	30.29
0160085	Regional Testing Center	30.07
0160167	Kathleen Richards	30.00
0160169	Security Signal Devices	30.00
0160172		29.95
0160268	SoCal Office Technologies Inc	24.31
0160208	SoCal Office Technologies Inc	24.31
0160233	Prudential Overall Supply Co	21.96
	Hardy Diagnostics	21.44
0160164	Prudential Overall Supply Co	20.93
0160176	Stater Bros Markets	18.35
0160149	Linda Newman	18.00
0160124	Arrowhead Mountain Spring Water	17.84
0160162	Prudential Overall Supply Co	17.73

0160159	Photography by Tony Kawashima Inc	16.16
0160086	Rhino Electric Supply	13.47
0160048	AT&T	11.02
0160227	Federal Express Corp	8.20
0160053	Calif Tool Welding Supply	8.10
0160160	Pitney Bowes Presort Services Inc	6.75
0160171	Smardan Supply Co-Orange Coast	5.64
0160099	Time Warner Cable	4.75

Total

\$ 1,787,014.69

21. Check List for General Obligation Bond Fund

Subject

21.01 DIS - General Obligation Bond Fund

Meeting Oct 5, 2011 - Regular Meeting

Category 21. Check List for General Obligation Bond Fund

Access Public

Type Consent

File Attachments

CheckApprovalBond10-5-11.pdf (8 KB)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0160112	PH Hagopian Contractor Inc OCC Classroom Refurbishment Project	706,956.62	420279
0160298	HC Olsen Construction Co Inc OCC Upgrd Baseball Field	150,457.00	420228
0160296	Bergelectric Corp OCC Bldg CHS and Lab Sciences	95,022.00	420207
0160297	Best Contracting Services Inc OCC Student Center	46,408.00	420249
0160295	A-1 Fire Protection Inc	21,622.00	420249
0160113	SEWUP JPA	2,564.00	420249
0160108	C2 Reprographics	848.45	420894
0160111	C2 Reprographics	93.96	420894
0160110	C2 Reprographics	88.12	420894
0160109	C2 Reprographics	43.10	420894

Total

\$ 1,024,103.25

22. Authorization for Special Payments

Subject	22.01 OCC - Special Payments
Meeting	Oct 5, 2011 - Regular Meeting
Category	22. Authorization for Special Payments
Access	Public
Туре	Consent

It is recommended that authorization be given for the following special payments:

Payment of \$1,175 for the 2011-2012 application fee for Radiologic Technologist Fluroscopy Permit remit to California Department of Public Health -Radiologic Health Branch, Sacramento CA. This is required for the accreditation of the Radiologic Technology program.

Payment of \$190 for the 2011-2012 annual Institutional fee for California Department of Public Health -Radiologic Health Branch, Sacramento CA. This is required for the accreditation of the Radiologic Technology program.

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DISCUSSION CALENDAR

(Green Pages)

The following Discussion Calendar items require individual motions and votes before these items can be implemented. Board actions which would have the effect of amending current District policies will be specifically noted. Current policies affected will be referenced.

23. Approval of Agreements

Subject	23.01 CCC - Approve Agreement between Behr Process Corporation and the Coast Community College District to Provide Microsoft Office Training to Behr Employees
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

Approve Agreement between Behr Process Corporation and the Coast Community College District to Provide Microsoft Office Training to Behr Employees

1. Background: Coastline Community College's Contract Education Department offers customized courses for businesses and other organizations throughout Orange and surrounding counties. These contract education courses are a convenient, economical means for a company to develop skills, improve leadership, provide certifications, or offer continuing education units for their employees. The 5-week Microsoft Office 2007/2010 training program will be conducted on-site at Behr's facility and will consist of a total of 30 hours of instruction.

2. Goal/Purpose: Offer a customized training program to Behr employees; generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Behr Process Corporation and Coast Community College District to provide Microsoft Office training to Behr employees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Behr Attachment #3)

5. Fiscal Review and Impact: Gross income of \$4,500.

File Attachments Behr 2011.pdf (157 KB)

Subject	23.02 CCC - Approve Agreement between the City of Anaheim and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

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

1. Background: Over the last few years, Coastline's Contract Education Department has been providing Workforce Investment Act (WIA) training programs to qualified participants. The purpose of the WIA is to provide workforce investment activities that increase the employment, retention and earnings of participants in the workforce investment system. The Workforce Investment Act Vendor Agreement outlines guidelines and requirements for the delivery of Coastline's approved training programs to qualified participants referred by the City of Anaheim.

2. Goal/Purpose: Provide educational training programs to eligible participants; Generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the City of Anaheim and the Coast Community College District to provide Workforce Investment Act (WIA) approved training to qualified participants. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See City of Anaheim-WIA Attachment #4)

5. Fiscal Review and Impact: Gross Income of \$1,053 - \$5,850 per program enrollment.

File Attachments <u>City of Anaheim WIA.pdf (479 KB)</u> Subject23.03 OCC - Approve a Non-Standard Agreement between Orange County
Department of Education (OCDE) and Coast Community College District, on
Behalf of Orange Coast College (OCC) for the Purpose of Providing
Representation, Technical Assistance, Training, and Consultant Services on
Behalf of OCC Under the Medi-Cal Administrative Activities (MAA) ProgramMeetingOct 5, 2011 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve a Non-Standard Agreement between Orange County Department of Education (OCDE) and Coast Community College District, on Behalf of Orange Coast College (OCC) for the Purpose of Providing Representation, Technical Assistance, Training, and Consultant Services on Behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program

Background: The OCDE acts as the Local Education Agency representing the school districts of Region 9 with the Medi-Cal Administrative Activities program of the State of California.

Goal/Purpose: This program will assist OCC to access a source of revenue through the MAA program, which provides reimbursement for many of the services that fall within the current duties of various departments at OCC. Once the OCC Student Health Center has become familiar with this program, other departments that provide eligible services will be invited to join the program.

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 Orange County Department of Education (OCDE) and the Coast Community College District for the purpose of providing representation, technical assistance, training, and consultant services on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program. 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: It is anticipated that this program will produce a net revenue gain for the college. OCDE will receive reimbursement from the state for OCC's MAA claim and will distribute these funds to OCC, less a 4.5% fee per quarterly claim which will be used to support OCDE's MAA administration.

File Attachments SKONICA MIN11090807400.pdf (517 KB) Subject23.04 GWC - Approve Amendment to Non-Standard Agreement between Apple,
Inc. and the Coast Community College District for Apple Server InstallationMeetingOct 5, 2011 - Regular MeetingCategory23. Approval of AgreementsAccessPublicTypeDiscussion

Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Apple Server Installation

1. Background Information: Installation of Apple servers in the new Learning Resource Center. Amendment is to replace TOLIS BRU, which is no longer supported by Apple, with Archiware PresStore at no additional cost.

2. Goal/Purpose: Apple Professional Services will assist Golden West College with the configuration of an Xserve as a Final Cut Server for media asset management and three Xserves in a Compressor cluster.

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 Amendment between Apple Inc. and the Coast Community College District for Apple server installation, from August 3, 2011 through January 24, 2012. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (See Apple Agreement Amendment, Attachment #6)

5. Fiscal Impact: No cost to the College.

File Attachments

Apple Agreement Amendment.pdf (137 KB)

Subject	23.05 GWC - Approve a Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Representation of the Medi-Cal Administrative Activities Program with the State of California
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Discussion
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Approve Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Representation of the Medi-Cal Administrative Activities Program with the State of California

1. Background Information: Orange County Department of Education (OCDE) acts as the Local Education Agency representing the school districts of Region 9 with the Medi-Cal Administrative Activities program of the State of California. As such, OCDE will provide representation, technical assistance, training, and consultant services on behalf of GWC under the Medi-Cal Administrative Activities (MAA) Program.

2. Goal/Purpose: The program will assist GWC to access a source of revenue through the MAA program, which provides reimbursement for many of the services that fall within the current duties of various departments at GWC. Once the GWC Student Health Center has become familiar with this program, other departments that provide eligible services will be invited to join the program.

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 Orange County Department of Education and the Coast Community College District for representation of the Medi-Cal Administrative Activities Program with the State of California, from October 6, 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 MAA Participation Agreement, Attachment #7)

5. Fiscal Impact: 4.5% of revenue generated will be paid to OCDE for their service to be paid from Medi-Cal revenue program funds that were generated by GWC participation in the program.

File Attachments

GWC Agreement OCDE Medical.pdf (515 KB)

Subject	23.06 CCC - Approve Proposed CCCD Standard Work Experience Contract (WEX) for use by the Coast Community College District's One Stop Centers in Establishing Work Experience Placement Opportunities with Local Employers for One Stop Center Participants
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

Approve Proposed CCCD Standard Work Experience Contract (WEX) for Use by the Coast Community College District's One Stop Centers in Establishing Work Experience Placement Opportunities with Local Employers for One Stop Center Participants

1. Background: On June 15, 2011, the Board of Trustees approved the WIA Master Agreement 16-S-12 and 16-N-12, for the purpose of the District's One Stop Centers to operate regional support to persons seeking employment. Under the Master Agreement, the One Stop Center is to provide for the placement of participants in Work Experience positions. The Work Experience (WEX) Program provides employment training opportunities for Welfare to Work participants by the District employing the Participants and placing them with an employer so as to develop workplace experience for participants, necessary for them to find and retain stable, unsubsidized employment. The District, by use of WIA funds, will pay 100% of the participant's salary for a specified time frame as defined in the proposed Standard Work Experience Contract between the District and the placement site. The proposed Standard Work Experience Contract will allow the One Stop Centers to establish the basis of understanding between the District and potential employers for the placement of work experience participants under the WIA Master Agreement.

2. **Goal/Purpose:** The first purpose of this proposed Standard Work Experience Contract is to establish relationships with potential employers for One Stop Center Participants to gain meaningful work experience opportunities. The second purpose of the proposed Standard Work Experience Contract is to promote the opportunity for One Stop Center Participants to secure employment with the placement site after some work experience training.

3. Comments: The proposed Standard Work Experience Contract has been reviewed by District General Counsel and the District Human Resources Department. It is recommended that the Board of Trustees designate the Vice Chancellor of Administrative Services as the person authorized to execute this proposed Standard Work Experience Contract so the One Stop Centers can timely comply with the contractual requirements of the WIA Master Agreement.

4. Recommendation Statement: After review by the College President, District General Counsel, and the Vice Chancellor of District Human Resources, it is recommended by the Chancellor that the Board approve the proposed Standard Work Experience Contract as a Standard Agreement. It is further recommended that the Board designate the Vice Chancellor of Administrative Services as the person authorized to execute each standard WEX contract as it arises, so that timely fulfillment of the District's obligations under the WIA Master Agreement are met. (See Attachment #8)

Fiscal Review and Impact: There is no impact to the general funds as the monies reimbursed to the employer will come from funds provided by the Orange County Social Services Agency (SSA) under the CalWORKs program through The Orange County Workforce Investment Board. The District would assume Workers' Compensation liability for each participant placed in work experience for the duration of the work

experience assignment, subject to possible apportionment/subrogation by the District against the work site for their negligence.

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File Attachments One-Stop WEX.pdf (69 KB))

Subject23.07 CCC - Approve Proposed CCCD Standard "On-The-Job Training Contract"
(OJT) for Use by the Coast Community College District's One-Stop Centers in
Establishing On-The-Job Opportunities with Local Employers for One-Stop
Center Participants.MeetingOct 5, 2011 - Regular MeetingCategory23. Approval of AgreementsAccessPublicTypeMatters for Review, Discussion and/or Action

Approve Proposed CCCD Standard "On-The-Job Training Contract" (OJT) for Use by the Coast Community College District's One-Stop Centers in Establishing On-The-Job Opportunities with Local Employers for One-Stop Center Participants

1. Background: On June 15, 2011, the Board of Trustees approved the WIA Master Agreements 16-S-12 and 16-N-12, for the purpose of the District's One-Stop Centers to operate regional support to persons seeking employment. Under the Master Agreement, the One-Stop Center is to provide for the placement of participants in an On-The-Job Training (OJT) Program. The On-The-Job Training (OJT) Programs provide training opportunities for Welfare to Work participants to work with an employer to facilitate opportunities for participants to find and retain stable, unsubsidized employment, and will assist participants in becoming self-sufficient. The employer will pay up to 50% of the participant's salary for a specified timeframe and the grant provided by the Orange County Workforce Investment Board will pay the remaining salary by use of the attached proposed Standard On-The-Job Training Contract. The proposed Standard On-The-Job Training Contract will allow the One-Stop Centers to establish relationships between the District and employers for the benefit of participants under the WIA Master Agreement.

2. Goal/Purpose: The first purpose of this proposed Standard On-The-Job Training Contract is to establish relationships with potential employers to place One-Stop Center participants in employment opportunities. The second purpose of the proposed Standard On-The-Job Training Contract is to promote continued employment to participants by the employer providing 100% of the salary costs through unsubsidized employment.

3. Comments: The proposed Standard On-The-Job Training Contract has been reviewed by District General Counsel and the District Human Resources Department. It is recommended that the Board of Trustees designate the Vice Chancellor of Administrative Services as the person authorized to execute this proposed Standard On-The-Job Training Contract so as to timely comply with the contractual requirements of the WIA Master Agreement.

4. Recommendation Statement: After review by the College President, District General Counsel, and the Vice Chancellor of District Human Resources, it is recommended by the Chancellor that the Board approve the proposed Standard On-The-Job Training Contract as a Standard Agreement. It is further recommended that the Board designate the Vice Chancellor of Administrative Services as the person authorized to execute each standard OJT contract as it arises, so that timely fulfillment of the District's obligations under the WIA Master Agreement are met. (See Attachment #9)

Fiscal Review and Impact: There is no impact to the general fund as the monies reimbursed to the employer will come from funds provided by the Orange County Social Services Agency (SSA) under the CalWORKs program through The Orange County Workforce Investment Board.

File Attachments One-Stop OJT.PDF (121 KB)

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Subject	23.08 GWC - Approve Amendment to Non-Standard Agreement between Electronic Recyclers of America, LLC and the Coast Community College District for Electronic Recycling Service
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Discussion

Approve Amendment to Non-Standard Agreement between Electronic Recyclers of America LLC and the Coast Community College District for Electronic Recycling Service.

1. Background Information: E-waste events will be held periodically throughout the year to provide the community a convenient location to properly dispose of e-waste. The events will be run by volunteers. Golden West's previous e-waste events confirmed need for the service in our community. The produced revenues will positively impact the campus. The amendment is to extend the term of the contract and to change the price to \$0.16/lb. from \$0.20/lb.

2. Goal/Purpose: Properly dispose of e-waste Create additional revenue

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 amendment to the Agreement between Electronic Recyclers of America LLC and the Coast Community College District for electronic recycling service, from October 1, 2011 through October 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See ERA Amendment, Attachment #10)

5. Fiscal Impact: No cost to the college.

File Attachments ERA Amendment 2011.pdf (71 KB)

Subject	23.09 DIS - Approve Agreement between Raubolt Consulting Services, Inc. and Coast Community College District to Provide Information Technology Benchmark Assessment
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

Approve Agreement between Raubolt Consulting Services, Inc. and Coast Community College District to Provide Information Technology Benchmark Assessment

1. Background: This consulting agreement will begin an initial study of what may become a multi-phased review of District-Wide Information Technology activities.

The engagement will provide an assessment of the current state of the IT services including staffing, organization, and processes as compared to other comparable districts.

2. Goal/Purpose: The consultant will work with a project team representing all Information Technology departments district-wide to review services and the criteria to benchmark. Using the benchmark criteria, Coast's service levels and staffing information will be compared with five to seven equivalent districts.

3. Comments: The anticipated period of service will commence October 6, 2011 and complete no later than December 31, 2011.

4. Recommendation Statement: After review by President's Council, Vice Chancellor of Finance and Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Raubolt Consulting Services, Inc. and Coast Community College District. The Board President, or designee, is authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees. (Attachment #11)

Fiscal Review & Impact: \$14,400 funded through Administrative Services.

File Attachments Jack Raubolt IC Agreement.pdf (124 KB)

Subject	23.10 GWC - Approve Non-Standard Agreement between CommunityForce, Inc. and the Coast Community College District for Automated Scholarship Software
Meeting	Oct 5, 2011 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Туре	Discussion

Approve Non-Standard Agreement between CommunityForce Inc. and the Coast Community College District for Automated Scholarship Software

1. Background Information: With the recent reorganizational changes, consolidation of departments and move of the scholarship program to Special Events Supervisor, the College is taking the initiative to "go green" and provide, with direction from the College President, an online scholarship application process to provide students with access to scholarship applications on and off campus, as well as reporting and committee review processes.

2. Goal/Purpose: The goal of this program is to provide more efficiency in the scholarship management and give greater opportunities for students to receive scholarships, awards and grants at Golden West College.

3. Comments (if any): None.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between CommunityForce, Inc. and the Coast Community College District for automated scholarship software, from September 30, 2011 through September 29, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See CommunityForce Agreement, Attachment #12)

5. Fiscal Impact: \$4,850 to be paid from GWC Campus Technology Support funds.

File Attachments CommunityForce Agreement.pdf (408 KB)

24. General Items of Business

Subject	24.01 OCC - General Items of Business -Transfer Center/Articulation Outcome and Maintenance Objectives for 2011-2012 Year
Meeting	Oct 5, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Туре	Consent

Board approval of the Orange Coast College Transfer Center/Articulation Outcome and Maintenance Objectives for 2011-2012 year.

File Attachments

10-5-11 board goals 2011 2012.docx (21 KB)

Board approval of the Orange Coast College Transfer Center/Articulation outcome and maintenance objectives for 2011-2012 year.

Orange Coast College Transfer Center / Articulation 2011 - 2012 Year Goals

Goals: Transfer Center

Costs	Mezadianan Shaleyy	TP-TOSETICE
Outreach to historically underrepresented (African-American, Latino, Native American) students from local feeder high schools.	Count number of student contacts. Key informant interview (Transfer Opportunity Program, TOP, Coordinator/Staff Assistant Transfer Center/TOP Counselor)	Transfer Center/TOP
Serve on key Intersegmental committees that directly impact the transfer student population at Orange Coast College.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Update the on-line Transfer Admission Guarantee (TAG) orientation for OCC students who are applying for the UC TAG and the on-line UC personal statement tutorial.	Transfer Center Counselor, Staff Assistants Transfer Center, Transfer Center Coordinator and IT staff	Transfer Center
As a member of the UCOP Data Sharing Project, follow up with all OCC students who applied for fall 2012 transfer to a UC campus.	Contact count. Key informant interview (students)	Transfer Center
Improve and maintain existing Transfer Center/TOP facilities, increase student awareness of location and services	Key informant review (Transfer Center TOP Coordinator/, Staff Assistants Transfer Center and TOP	Transfer Center/TOP

Maintenance Goals: Transfer Center

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Work with the Office of Institutional Research to better track OCC transfer students.	Count comparison using August 1998 as a baseline	Transfer Center/Office of Institutional Research
Ensure that students and counseling faculty receive accurate and up to date transfer information.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Maintain the number of students applying for transfer to UCs and CSUs.	Count comparison of those applying for transfer with 1998-99 as a baseline	Transfer Center/Office of Institutional Research
Encourage ongoing interaction between Orange Coast College and neighboring four-year institutions.	Key informant review (Transfer Center Coordinator/Articulation Officer)	Transfer Center
Simplify student access to transfer information and maintain resources from 4-year institutions in the Transfer Center and on our website.	Student survey	Transfer Center
Increase student access to and counselor utilization of Project ASSIST.	Student survey, Counselor survey	Transfer Center
Provide students the opportunity to tour four-year campuses.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Submit annual report to the CCC Chancellor Office	Transfer Center Coordinator	Transfer Center
Monitor the progress of TOP freshmen students through progress reports and provide support to increase retention to the point of transfer.	Key informant interview (Transfer Center Coordinator/TOP Counselor)	ТОР
Informing OCC students on transfer related events and activities utilizing Transfer Center web site, campus web site (MyOCC), e-mails, Facebook, Twitter and school newspaper.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Provide support for students applying to transfer to UC, CSU, independent and out-of-state institutions. (workshops, group and individual appointments)	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Meet with Transfer Center Advisory Committee on an annual basis to plan for the future.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center

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Continue to survey OCC students on their satisfaction with the Transfer Center and TOP.	Student survey	Transfer Center/TOP /
Increase awareness of the transfer process by providing classroom presentations and maintaining a visual presence on campus.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center/ Instructional Division Deans
Support transfer student progress, making appropriate referrals to campus services when needed.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center

Goals: Articulation

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©getives.	Meesurement Success	19170(21210))
Develop new articulation with Private four year institutions within California.	Key informant interview (Articulation Officer)	Articulation
Educate faculty about C-ID project. Propose courses for C-ID review and approval.	Key informant interview (Articulation Officer)	Articulation
Assist faculty in the revision or development of new courses for UC transferability to expand lower division major preparation offerings.	Key informant interview (Articulation Officer)	Articulation
Develop stronger course to course articulation for majors in Physical and Life Sciences, including Computer Science, throughout the state.	Key informant interview (Articulation Officer)	Articulation
Assist faculty and curriculum committee in developing, reviewing and approving the new Associate degrees- TMC model degrees.	Key informant interview (Articulation Officer)	Articulation

Maintenance Goals: Articulation

Objectives	Micksultanien: Strattepy	Вюдан
To maintain the lower division curriculum guides, both printed and electronic versions.	Key informant interview (Articulation Officer)	Articulation
To continue to participate in articulation projects.	Key informant interview (Articulation Officer)	Articulation

25. Resolutions

Subject	25.01 Resolution #11-41 Authorizing Payment to Trustee Absent from Board Meeting
Meeting	Oct 5, 2011 - Regular Meeting
Category	25. Resolutions
Access	Public
Туре	Discussion

Resolution #11-41 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board." (See Attachment #13)

Student Trustee Joe Venegas III was absent from the Special Meetings of September 21, 2011, September 22, 2011 and September 27, 2011. A resolution has been prepared for your Board to consider, indicating that Student Trustee Venegas' absences were due to hardship deemed acceptable by the Board.

26. Approval of Minutes

Subject	26.01 DIS - Approval of Minutes
Meeting	Oct 5, 2011 - Regular Meeting
Category	26. Approval of Minutes
Access	Public
Туре	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:

Special Meeting of September 19, 2011 Special Meeting of September 21, 2011 Regular Meeting of September 21, 2011 Special Meeting of September 22, 2011 Special Meeting of September 27, 2011

File Attachments

Min 9-19-11 Special Meeting.pdf (9 KB)

27. Close of Meeting

Subject	27.01 - 27.02 Close of Meeting
Meeting	Oct 5, 2011 - Regular Meeting
Category	27. Close of Meeting
Access	Public
Туре	Action

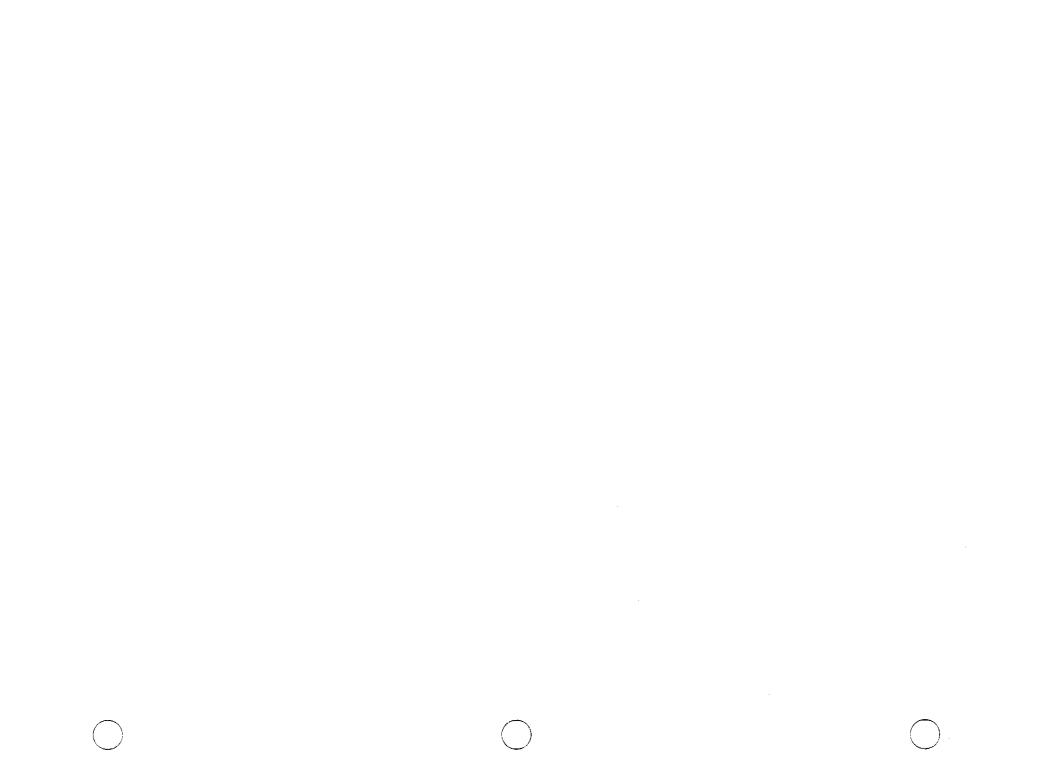
27.01 Public Comment (Items Not on Agenda)

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.

27.02 Adjournment



Special Meeting

Board of Trustees

Coast Community College District

Board Conference Room

September 19, 2011 at 4:15 p.m.

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 19, 2011 in the Board Conference Room at the District Office.

1. Call to Order

Board Vice President Jim Moreno called the meeting to order at 4:15 p.m.

2. Roll Call

Trustees Present: Lorraine Prinsky, Jim Moreno, David Grant, and Mary Hornbuckle Trustees Absent: Jerry Patterson and Student Trustee Joe Venegas III

3. Opportunity for Public Comment

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

4. Public Employment (Pursuant to Government Code Section 54957)

The Board met with a candidate for the Interim Vice Chancellor of Educational Services position.

5. 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. Moreno, Dr. Prinsky, Mr. Grant and Ms. HornbuckleNo:NoneAbsent:Mr. Patterson and Mr. Venegas III

The meeting was adjourned at 5:05 p.m.

Secretary of the Board of Trustees

Special Meeting Minutes 7/26/11 page 2

*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.

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Special Meeting

Board of Trustees

Coast Community College District

Board Conference Room

September 21, 2011 at 2:00 p.m.

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 21, 2011 in the Board Conference Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 2:05 p.m.

2. Roll Call

Trustees Present:Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant, and
Mary HornbuckleTrustees Absent:Student Trustee Joe Venegas III was excused

3. Opportunity for Public Comment

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

Convene to Closed Session

The Board recessed to Closed Session to discuss the following:

4. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

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

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

6. Reconvene to Open Session

The Board reconvened to Open Session at 4:55 p.m.

7. Report of Action from Closed Session

There was no report of action from Closed Session.

8. Adjournment

There being no further business, it was moved by Mr. Moreno 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. HornbuckleNo:NoneAbsent:Mr. Venegas III

The meeting was adjourned at 4:59 p.m.

Secretary of the Board of Trustees

*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Open Session

September 21, 2011

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 21, 2011 in the Board Room at the District Office.

- 1.00 Preliminary Matters
- 1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 5:00 p.m.

1.02 Roll Call

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, Mary Hornbuckle and David Grant. Student Trustee Joe Venegas III joined the meeting at 6:30 p.m. Trustees Absent: None

1.03. Opportunity for Public Comment (Closed Session - Items on Agenda)

There were no requests to address the Board.

1.04 Recess to Closed Session

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

- 1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1)) 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 Interim, Vice Chancellor Educational Services
- 6. Classified Management
- 7. Classified Staff Sys/Network Analyst II Payroll Technician
- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments Campus Hr Analyst Special Assignment Info Syst Tech II Clerk Sr Syst/Network Analyst II Special Assignment Staff Aide Staff Assistant Admin Assistant to VP Special Assignment Staff Assistant Coordinator of Community Service Special Assignment Lead Mechanic **Application Project Coordinator** Special Assignment
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers
- 1.04.02 Conference with Legal Counsel: Existing Litigation (Pursuant to sub-section "a" of Government Code Section 54956.9)
 - 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
 - Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
 - Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488
 - Coast Community College Association vs. Coast Community College District PERB Case #LA-CE-5436-E
 - William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551
 - Coast Community College District vs. Anthony Trejo, Orange County Superior Court Case No. 30-2011-508979

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

Potential Litigation from Contractors at Orange Coast College

1.04.04 Conference with Legal Counsel (Pursuant to sub-section "c" of Section 54956.9 of the Government Code)

Potential Initiation of Litigation: One case

- 1.04.05 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- 1.04.06Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

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

1.05 Reconvene Regular Meeting

The meeting was reconvened to Open Session at 6:34 p.m.

1.06 Pledge of Allegiance – Trustee Mary Hornbuckle

Trustee Mary Hornbuckle led the Pledge of Allegiance to the United States of America.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted unanimously to approve the personnel items in **Agenda Item 1.04.01 Public Employment.** (see Appendix, pages13-19)

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, and Ms. HornbuckleNo:NoneAbsent:None

Dr. Teeter further reported that on a motion by Mr. Grant and seconded by Mr. Patterson, the Board voted unanimously to defend the District and Mr. Sonny Pau in the case of William Miles vs. Golden West College, **Agenda Item 1.04.02 Conference with Legal Counsel: Existing Litigation.**

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, and Ms. HornbuckleNo:NoneAbsent:None

Lastly, Dr. Teeter reported that on a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to ratify the filing of the Petition for Orders to Stop Workplace Violence, in the case of the Coast Community College District vs. Anthony Trejo, **Agenda Item 1.04.02 Conference with Legal Counsel: Existing Litigation**.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, and Ms. HornbuckleNo:NoneAbsent:None

1.08 Opportunity for Public Comment (Open Session-Items on Agenda)

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

2.00 General Information and Reports

2.01 Report from the Acting Chancellor

Dr. Andrew Jones, 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 Presidents of Student Government Organizations

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

Catherine Tran, Orange Coast College Monica Dekeny on behalf of Dale Lendrum, Golden West College

2.04 Reports from the Academic Senate Presidents

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

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

2.05 Reports from the Presidents of Employee Representative Groups

Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA) Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

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.

2.08 Quarterly Financial Status Report

W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, presented a Quarterly Finance Status Report to the Board.

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to approve the report.

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas III

 No:
 None

 Absent:
 None

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the September 21, 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

The Board reviewed and discussed items on the Board Log.

3.04 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the September 21, 2011 Agenda.

CONSENT CALENDAR

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

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas III

 No:
 None

 Absent:
 None

DISCUSSION CALENDAR

20.00 Approval of Agreements

20.01 CCC - Approve Agreement between Mile Square Golf Course and the Coast Community College District for Catering and Banquet Facilities

On a motion by Mr. Moreno and seconded by Mr. Venegas III, the Board voted to approve the Agreement between Mile Square Golf Course–Limited Partnership and the Coast Community College District for catering and banquet facilities. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$1,900 to be paid from EOPS, Foundation, and ASG funds.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas IIINo:NoneAbsent:None

20.02 OCC - Approve Agreement between the Research Chefs' Association and the Coast Community College District for the Purpose of Teaching an Online Culinology Workshop Offered by Orange Coast College

On a motion by Mr. Venegas III and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the Research Chefs' Association and the Coast Community College District for the purpose of offering a series of 22-contact-hour online Culinology courses available to members of the Research Chefs' Association and those wanting the professional designation through OCC and RCA. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Research Chefs' Association will receive 17% of the income as a licensing fee and Orange Coast College Community Education to receive revenue from this contract through participant registrations.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
	Mr. Venegas III
No:	None
Absent:	None

20.03 CCC - Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 12, 2012 Graduation Ceremony

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space for Coastline Community College's graduation ceremony. 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: \$5,000, paid from General funds.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas IIINo:NoneAbsent:None

20.04 OCC - Approve Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District for the Purpose of Utilizing the Multi-Purpose Room at the Costa Mesa Downtown Recreational Facility for the Orange Coast Community Education Ballroom Dancing Class

On a motion by Mr. Venegas III and seconded by Dr. Prinsky, the Board voted to approve the, Agreement between the City of Costa Mesa and the Coast Community College District for the purpose of utilizing the multi-purpose room at the Costa Mesa Downtown Recreational facility for the Orange Coast College Community Education Ballroom Dancing class. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College Community Education to pay the City of Costa Mesa a \$250 refundable deposit and \$25 per hour to an amount totaling \$300 per class with the potential of offering 4 classes per year.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas IIINo:NoneAbsent:None

20.05 DIS - Approval of Agreement between Healthfax and the Coast Community College District

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Agreement between HealthFax and Coast Community College District to provide influenza vaccinations to interested benefit-eligible employees and retirees at a reduced rate.

Fiscal Review and Impact: \$4,400/District Wellness Funds.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
	Mr. Venegas III
No:	None
Absent:	None

20.06 DIS - Approval of Interim Educational Administrator Employment Agreement

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to approve the employment of Dr. Andreea M. Serban as Interim Vice Chancellor of Educational Services, District, to serve for a minimum of 90 days, as needed during the recruitment for the full-time position, pursuant to the Standard Interim Educational Administrator Agreement. Compensation to be prorated based on an annual salary of \$175,000. The Board President, or designee, is authorized to sign the finalized employment 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, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas III

 No:
 None

 Absent:
 None

21.00 Buildings and Grounds Approvals

21.01 DIS - Approve Change Order No. 1; Orange Coast College Classroom Modernization Project; Bid No. 1995

On a motion by Mr. Moreno and seconded by Mr. Venegas III, the Board voted to authorize Change Order No. 1 to Orange Coast College Classroom Modernization; Bid No. 1995 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.

<u>PH Hagopian Contractor Inc.</u> Final Closeout – Unused Allowance <\$135,754.81 > <u>Contract Amount</u>: \$1,953,245.19 (C.O. 1: 6.5% decrease) Total Change Orders: <\$135,754.81 > (6.5% Decrease)

Fiscal Impact: <\$135,754.81> (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, Mr. Grant, Ms. Hornbuckle and Mr. Venegas III

 No:
 None

 Absent:
 None

22.00 General Items of Business

22.01 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. 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.

Pro Furniture Installs 6682 Ginger Lane Westminster CA 92683

El Camino Asphalt Paving Corp. 784 N. Lemon Street Orange CA 92867

North Hills Landscape Mgt. 2100 Emery Avenue La Habra CA 90631

Schindler Elevator Corp. 3585 Cadillac Avenue Costa Mesa CA 92626-1401

TCD Services Inc. 4091 E. La Palma Avenue Suite P Anaheim CA 92807

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas III

 No:
 None

 Absent:
 None

22.02 DIS - Nomination of Trustee Mary L. Hornbuckle to Serve on the Advisory Committee on Education Services (ACES)

On a motion by Dr. Prinsky and seconded by Mr. Venegas III, the Board voted to approve the nomination of Trustee Hornbuckle to serve on the Advisory Committee on Education Services.

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas III

 No:
 None

 Absent:
 None

23.00 Resolutions

23.01 Resolution #11-39 in Support of Purchasing Items from Firms that are Based in the United States and Who Employ Staff Within Our Borders

At this time, Mr. Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE) addressed the Board supporting Resolution #11-30.

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve Resolution #11-30, as amended, in support of purchasing items from firms that are based in the United States and who employ staff within our borders.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and
Mr. Venegas IIINo:NoneAbsent:None

23.02 Resolution #11-31 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve payment to Trustee Patterson who was absent from the Special Meeting of September 19, 2011.

Motion carried with the following vote:

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

24.00 Approval of Minutes

24.01 DIS - Approval of Minutes

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the minutes of the Special Meeting of August 25, 2011 and the Regular Board Meeting of September 7, 2011.

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas III

 No:
 None

 Absent:
 None

25.00 Close of Meeting

25.01 Public Comment (Items Not on Agenda)

There were no requests to address the Board.

25.02 Adjournment

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the meeting was adjourned at 7:25 p.m.

Motion carried with the following vote:

 Aye:
 Mr. Patterson, Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas III

 No:
 None

 Absent:
 None

Secretary of the Board of Trustees

*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.

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APPENDIX

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Α.	Public Employment,	Classified Staff	13-19

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					
BUSINESS EDUCATIO	N CERTIFICATE PR	ROGRAM			
Name	Start Date	End Date	Pay Type	Pay Rate	
Aubry, Michael	09/22/11	06/30/12	EXH	\$29.46	
-					
PART TIME COUNSEL	<u>DR</u>				
<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate	
Do, Anh	08/27/11	12/18/11	UNT	\$73.94	
Justification: Late due to	funding approval				
INSTRUCTIONAL UNIT	ASSISTANT				
<u>Name</u>	Start Date	End Date	<u>Pay Type</u>	Pay Rate	Discipline
Yaron, Sharon	08/27/11	12/18/11	IUH	\$1514.00	Education
Justification: Late decisi	on to add dept chair	assignment			

The following <u>CCC</u> Administrators, Full Time and Part Time Instructors to provide instructional opportunities for NCPACE for Military Contract Education during Fall semester.

Part Time Instructor Basford, Sean

Justification: Last minute funding availability

<u>GOLDEN WEST COLLEGI LIBRARY_REFERENCE S</u> <u>Name</u> Russell, Bruce		<u>End Date</u> 12/18/11	<u>Pay Type</u> UNT	<u>Pay Rate</u> \$73.94	
<u>STUDENT LEARNING OU' Name</u> Cassens, Treisa Lavarini, Teresa Moore, Sacha	TCOMES Start Date 09/22/11 09/22/11 09/22/11	<u>End Date</u> 12/18/11 12/18/11 12/18/11	<u>Pay Type</u> EXM EXM EXM	<u>Pav Rate</u> \$43.55 \$43.55 \$43.55	<u>Compensation</u> \$567.73 \$567.73 \$567.73
ORANGE COAST COLLEC COMMUNITY SCIENCE LA Name Baker, Cherryl		<u>End Date</u> 12/30/11	<u>Pay Type</u> EXM	<u>Pay Rate</u> \$43.55	<u>Compensation</u> \$300.52
<u>"THESIS STATEMENT" WONDER STATEMENT" WONDER STATEMENT" WONDER STATEMENT</u>	<u>Start Date</u> 10/01/11	<u>End Date</u> 10/30/11	<u>Pay Type</u> EXH	<u>Pav Rate</u> \$29.47	<u>Compensation</u> \$117.88
<u>BASIC SKILLS INITIATIVE</u> <u>Name</u> Kamphuis, Jacqueline	<u>Start Date</u> 12/01/11	<u>End Date</u> 12/09/11	<u>Pay Type</u> EXM	<u>Pay Rate</u> \$43.55	<u>Compensation</u> \$400.70
<u>ATHLETIC ALUMNI OUTR</u> <u>Name</u> Thornton, Michael Justification: Needed speci	<u>Start Date</u> 08/29/11	End Date 12/18/11	<u>Pay Type</u> EXH	<u>Pay Rate</u> \$29.47	Compensation \$1013.76
<u>EOPS COUNSELING</u> <u>Name</u> Cabral, Marta Phyllips, Clyde Shajie, Vida	<u>Start Date</u> 08/27/11 08/27/11 08/27/11	<u>End Date</u> 12/18/11 12/18/11 12/18/11	<u>Pay Type</u> OVR OVR OVR	<u>Pav Rate</u> \$72.00 \$72.00 \$72.00	

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/11 to 12/18/11** 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:

GWCNameLHEBarrett, David3.33Justification: Revisions to overload due to a late summer retirementJones, Ryane2.00Justification: Load changes resulted in an overload assignmentPham, Diep4.33Justification: Due to personal reasons the original instructor was unable to teachTarango, Abraham4.00Justification: Adjustments to instructor's schedule resulted in additional overload hours

OCC

Kamphuis, Jacqueline	3.00
Justification: Division had to make adjustn	nents in LHE due to reassigned time
Moore, Gregory	6.00
Neil, Jeanne	2.50
Justification: Due to increase in student er	nrollment
Perkins, Marc	3.00
Rickerson, Irini	4.50

2. Substitute Faculty

Full time Faculty Substitutes

It is recommended that the following individuals perform substitute assignments, and subject to Board policies governing such appointments, to be compensated at the overload rate.

<u>GWC</u> Kramer, Bryan

Part time Faculty Substitutes

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 2011-12 academic year.

Coastline College Revilla, Candace

Orange Coast College Eutimio, Alfredo Genoway, Kristi Means, Leland Schriefer, Cheryl Smith, Ward Wolfson, Sandra

3. Full time Faculty

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

Revision to salary placement due to additional education

<u>Name</u>		
Rosales,	Evangelina	

LOC <u>Title</u> GWC Instructor, Cosmetology <u>Start Date</u> <u>Plcmt</u> 07/01/11 Q2-IV-08

4. Part time Faculty

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<u>FALL</u> Assignments during the period **08/27/11-12/18/11** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollment demands.

<u>Coastline College</u>	
<u>Name</u>	<u>LHE</u>
Crowley, Debra	3.750
Ostrowski, Kenneth	3.000
Shiring, Richard	3.000
3 , 1	
Golden West College	
Name	LHE
Anderson, Terry	4.000
Follin, Stella	0.750
Mages, Dan	4.500
Ontiveros, Manny	9.000
Orrill, Deborah	3.000
Paison, Eric	4.500
Rodriguez, Juan	5.000
Roley, William	3.000
Tran, Jamie	8.460
Vasilik, Richard	9.970
Orange Coast College	
Name	<u>LHE</u>
Area, Sheryl	9.000
Beasley, Stacey	3.000
Budwig, Eric	3.250
Chan, Robert	10.000
Ely, Cynthia	5.000
Giffen, Ryan	0.500
Gleason, Patrick	7.500
Gray, Sarah	8.000
Gressier, Pamela	8.000
Hart, John	4.500
Hays, Scott	4.000
Herman, Allen	7.150
Hesse, Lisa	5.000
Huang, Eleanor	7.600
Hume, Ryan	8.000
lto, Manami	5.000
Janas, Diana	3.000
Jones, Joyce	0.500
Kaminski, Leah	4.000
Kuznetsov, Kira	6.000
Lee, Robert	7.280
Lillycrop, John	3,230
Lindleaf, Kenneth	3.000
Means, Leland	2,600
Murdy, David	0.833
Ninh, Joseph	4.000
Pettit, Adam	6.000
Pirona, Diego	
Prioleau, Karen	4.290 1.625
Pullman, Lori	3.250
Ritchie, Karen	5.500
Sawyer, Athena	4.000
Scarfone, Eufemia	5.500
Senteno, Rudy	6.000
Treglia, Jessica	4.000
Valinluck, Michael	4.500
Vulich, Richard	3.000
Yoon, Aimee	3.000

The following <u>GWC</u> Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2011-12 school year for the period **09/22/11 to 06/30/12**, not to exceed **498** hours:

Rasmussen, Mryna

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.

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:

New Hires and Rehires

<u>Name</u>	LOC	<u>Title</u>		<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Miesner, James	CCC	Sys/Network Analyst II		09/22/11	E-69-01	C-005-12
Promotions and Transf	ers					
<u>Name</u>	ı	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Le-Nguyen, Thuc-Doar		DIST	Payroll Tech	10/03/11	E-48-05	D-001-12

8. Reclassification and Reorganization/Reassignment

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

<u>Classified</u>

Revision to correct Title from Previous Board Action

Au, Duc, CCC, revise title change from MIS Technician to WIA MIS Technician.

9. Classified Temporary Assignments

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

Name	LOC	<u>From</u>	<u>To</u>	Start Dt	End Dt	<u>Plcmt</u>
Area, Sheryl	OCC	Admin Asst to VP	Campus HR Anlyst	11/13/09*	05/20/11	E-58-05
*Justification: Submitted late due to Reclass committee approval June 2011						

Extension of End Dates for Out of Class Assignments

Name	LOC	<u>From</u>	<u>To</u>	Action	<u>Plcmt</u>
Boyle, Robyn	CCC	Mil Cont Ed Tech Inter	Special Assignment	Extend from 09/30/11 to 12/31/11	E-45-05
Burton, Adrienne	GWC	Student Fin Aid Supervisor	Special Assignment	Extend from 09/30/11 to 12/31/11	G-15-07
Cobian, Gabriel	GWC	Info Syst Tech I	Info Syst Tech II	Extend from 09/30/11 to 12/31/11	E-59-02
Crabtree, Anne	DIST	Receptionist/Clerk Sr	Clerk Sr	Extend from 09/30/11 to 12/31/11	E-40-05
Deaso, Andrew	GWC	Syst/Network Analyst I	Syst/Network Analyst II	Extend from 09/30/11 to 12/31/11	E-69-05
Drake, Rena	ccc	Workforce Specialist	Special Assignment	Extend from 09/30/11 to 12/31/11	E-46-03

Dupuy, Lisa	DIST	Hr Technician	Staff Aide	Extend from 09/30/11 to 12/31/11	E-48-05
Hernandez, Laura	GWC	Staff Aide	Staff Assistant	Extend from 09/30/11 to 12/31/11	E-52-05
Jefferson, Lurecca	GWC	Staff Specialist	Admin Assist to VP	Extend from 09/30/11 to 12/31/11	E-52-05
Keough, Janell	CCC	Mil cont Ed App Coord	Special Assignment	Extend from 09/30/11 to 12/31/11	E-69-05
LaBounty, Jennifer	occ	Staff Aide	Staff Assistant	Extend from 09/30/11 to 12/31/11	E-52-05
Lundell, Candra	GWC	Staff Assist, Sr	Coord of Commun Serv	Extend from 09/30/11 to 12/31/11	G-20-04
Marchbank, Earnest	DIST	Assist Dir Dist Facilities	Special Assignment	Extend from 09/30/11 to 12/31/11	G-24-07
Maciel, Anthony	CCC	Dir Tech Support Serv	Special Assignment	Extend from 09/30/11 to 12/31/11	G-32-07
Moore, Garland	GWC	Student Fin Aid Assist II	Special Assignment	Extend from 09/30/11 to 12/31/11	E-44-05
Nguyen, Hung Van	DIST	Mechanic	Lead Mechanic	Extend from 09/30/11 to 12/31/11	E-55-05
Spiratos, Jerry	GWC	Info Syst Tech	App Project Coord	Extend from 09/30/11 to 12/31/11	E-69-02
Tran-Nguyen, Martha	CCC	Workforce Specialist	Special Assignment	Extend from 09/30/11 to 12/31/11	E46-05
Vu, Tina	GWC	Student Fin Aid Tech	Special Assignment	Extend from 09/30/11 to 12/31/11	E-48-05
Vu, Victoria	GWC	Student Fin Aid Tech	Special Assignment	Extend from 09/30/11 to 12/31/11	E-48-05

10. Short Term 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 11+ 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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Garcia, Sally	GWC	09/22/11	06/30/12	813015-381401	S,SU
Mangrum, Leslie	CCC	10/01/11	06/30/12	120182-856601	M,T,W,TH,F
Nguyen, Amiee	OCC	10/07/11	06/30/12	124044-259300	M,W,F
Nguyen, Thao	GWC	09/22/11	12/16/11	124036-349304	M,T,W,TH,F
O'Connor, Rebecca	OCC	09/22/11	06/30/12	812035-285802	M,T,W,TH
	000	09/22/11	06/30/12	127005-258900	M,T,W,TH

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Almaraz, Mario	GWC	09/22/11	06/30/12	110001-324105	M,T,W,TH,F
Brimbuela, Hawkeye	GWC	09/22/11	06/30/12	120070-314124	M,T,W,TH,F
Ehart, Kimberly*	OCC	08/10/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	08/10/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	08/10/ 11	06/30/12	120176-251035	M,T,W,TH,F
	OCC	08/10/11	06/30/12	120176-251045	M,T,W,TH,F
Garcia, Patricia	CCC	09/22/11	06/30/12	124029-856041	M,T,W,TH,F
Plescia, Shelly	GWC	09/22/11	12/19/11	120070-314124	M,T,W,TH,F
المثاب والمتحد المتحد المتحد القصم التقيم بالغ		· · · · · · · · · · · · · · · · · · ·		L. L. J.	

*Justification: Employee did not present completed paperwork at time of hire

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>	LOC	Start Date	End Date	Funding Source	Days to Work
Garcia, Joseph	OCC	09/22/11	06/30/12	127005-258900	M,T,TH
Melchor, Stephanie	000	10/10/11	06/30/12	812020-205401	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	<u>Days to Work</u>
Cisneros, Monique	GWC	09/22/11	06/30/12	813001-317105	M,T,W,TH,F
Godinez, Carlos	GWC	09/22/11	06/30/12	813001-317105	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Page, Elizabeth	CCC	08/29/11	10/31/11	818030-847517	M,T,W,TH,F
Preciado, Anna	CCC	09/22/11	10/16/11	110001-849130	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 Galang, Gavin

Galany, Gavin

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 Chau, Quan Giang, William Lam, Thu Lozano, Natalie Nguyen, Natalie Nguyen, Thomas Nguyen, Vi Pham, Huyen Pham, Thien Pham, Tri

Orange Coast College Ahmadi Moghadam, Fatemah Alford, Erika Cao, Phuc Garcia, Teresita Hall, Amanda Joubert, Chioe Kassim, Kwam Kauppi, John Le, Hope Lujan, Christina Moon, Jooyeon Nguyen, Phillip Nguyen, Tan Nguyen, Tan Nguyen, Thu Orellana, Luz Seman, John Thomas, Jonathan Tran, Mai Tsai, Hung Vu, Tram-Anh

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Special Meeting

Board of Trustees

Coast Community College District

Board Conference Room

September 22, 2011 at 2:00 p.m.

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 22, 2011 in the Board Conference Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 2:01 p.m.

2. Roli Call

Trustees Present:Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant, and
Mary HornbuckleTrustees Absent:Student Trustee Joe Venegas III was excused

3. Opportunity for Public Comment

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

Convene to Closed Session

The Board recessed to Closed Session at 2:02 p.m. to discuss the following:

4. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

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

5. Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)

6. Reconvene to Open Session

The Board reconvened to Open Session at 4:28 p.m.

7. Report of Action from Closed Session

There was no report of action from Closed Session.

8. Adjournment

There being no further business, it was moved by Mr. Moreno and seconded by Mr. Patterson to adjourn the meeting.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. HornbuckleNo:NoneAbsent:Mr. Venegas III

The meeting was adjourned at 4:29 p.m.

Secretary of the Board of Trustees

*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.

Special Meeting

Board of Trustees

Coast Community College District

Board Conference Room

September 27, 2011 at 7:30 p.m.

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 27, 2011 in the Board Conference Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 7:32 p.m.

2. Roll Call

Trustees Present:Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant, and
Mary HornbuckleTrustees Absent:Student Trustee Joe Venegas III was excused

3. Opportunity for Public Comment

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

Convene to Closed Session

The Board recessed to Closed Session at 7:33 p.m. to discuss the following:

4. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

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

5. Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)

6. Reconvene to Open Session

The Board reconvened to Open Session at 9:15 p.m.

7. Report of Action from Closed Session

There was no report of action from Closed Session.

8. 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. HornbuckleNo:NoneAbsent:Mr. Venegas III

The meeting was adjourned at 9:18 p.m.

Secretary of the Board of Trustees

*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.

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 Progre 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	Р
1	Aug 17, 2011	Lorraine Prinsky 2nd Jerry Patterson	Chancellor	Report to the Board on long-term planning for faculty hiring.	November 16, 2011	Р
2	Nov 17, 2010	Jim Moreno 2 nd Mary Hornbuckle	Personnel Committee/Secretary of the Board	Refer Bullying Report to the Personnel Committee to provide a draft policy on Bullying at a future Board Meeting.	Pending	Р
3	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	Р
4	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	Р

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Attachment 1

Coast Community College District Initial Proposal for 2011-2012 Negotiations with the coast Federation of Educators/American Federation of Teachers (CFE/AFT Local 1911)

Pursuant to Section 3547(a) of the *Government Code*, the following is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Educators /American Federation of Teachers (CFE/AFT – Local 1911). It is anticipated that the negotiations process for this successor agreement will continue to embrace Interest Based Bargaining (IBB), a joint venture initiated by the District, the Coast Federation of Educators (CFE), and the Coast Federation of Classified Employees (CFCE), in 2010-11. If the IBB process is continued, specific interests will be shared and solutions will be jointly developed during a facilitated negotiations process. The District considers any article opened by the CFE for negotiation as being opened for both parties and subject to modification. Furthermore, it is the District's intent to respond to each article opened for negotiations by CFE.

The District's proposal is conceptual in nature, with specific language to be developed during the negotiations process using IBB. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate. Through negotiations, the ongoing fiscal challenges will need to be addressed. The percentage of the General Fund devoted to the direct costs of employment still hover at over 88% instead of a more sustainable 85% level, and health benefits costs are expected to continue to escalate above COLA.

Strategies that may be jointly considered for negotiation include but are not limited to the following:

Article III - Academic Calendar: Including but not limited to reinstituting Flex Days for the Professional Development of Faculty.

Article V - Rights of the Federation: Including but not limited to clarifying the Federation's role with respect to governance; Federation leaves; and committee appointments.

Article VI - Academic Freedom: Including but not limited to defining the term "appropriate forum."

Article VIII – Evaluation of Faculty Members: Including but not limited to provisions which provide for more liberal management observations, more administrative oversight of the evaluation process, and more frequent evaluations if necessary; provisions for disseminating and completing the student survey

online; and provisions that allow evaluators to visit the "virtual" classroom of a faculty member teaching an online course. Review the necessity of the current categorization of faculty for the purposes of evaluation procedures. Furthermore, the District is interested in negotiating with CFE a new timeline for required evaluations of tenure-track faculty to ensure timely intervention and/or support as needed, particularly in their first and second years.

Article IX - Professional Security: Review and clarify reprimand procedures; ensure consistency with Article VII, Section 6, and Article XV.

Article X – Academic Relations: Including addition of a section to address expectations of professional conduct; also review from the perspective of overlap with Academic Senates; and review Section 4 for potential modification for consistency with language negotiated in 2010-2011.

Article XI – Hours of Service: Including but not limited to modifying and/or clarifying the language to establish fairness and consistency of practice relative to the standard work week; class size; reassigned time, and work year for cosmetology. Additionally, modifications may be considered to ensure the inclusion of professional development of Faculty.

Article XII - Working Conditions: Including but not limited to modifications concerning use of District e-mail; participation of Faculty Members in college meetings, graduation, and professional development activities.

Article XIII – Compensation: Jointly determine a new compensation model that recognizes the extent to which health benefits costs can be contained; and balancing use of COLA to address escalating contractual costs and enhancement to the salary schedules. Additionally, clarify provisions relating to the use and compensation of substitutes.

Article XIV - Paid Leaves: Review provisions for possible updating based on current law or practices.

Article XV - Due Process: Including but not limited to development of language regarding reprimands, discipline, and related due process rights for Faculty.

Article XVI - Unpaid Leaves: Review current provisions for possible updating based on current law or practices.

Article XX – Employee and Dependent Benefits and Coverage: Including but not limited to modifying the eligibility requirement (for continuance of district insurance benefits) and individual contribution to manage benefits costs for employees and dependents. A prime District interest is the establishment of a collaborative benefits negotiations process that would bring both the CFE and the CFCE together at on "Joint Labor Management Health Benefits Negotiations Table."

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Article XXIV – Grievance and Arbitration Procedures: Including but not limited to clarifying the current contract language relative to procedures and timelines.

Article XXVI – Agreement Conditions and Duration: Including but not limited to securing an agreement that shall remain in effect for three (3) years from the effective date of its execution, with annual reopeners on compensation and benefits.

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CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on November 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 for Orange Coast College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

ARTICLE 1

RECITALS

1. <u>Hospital</u>. 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. <u>School</u>. 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. <u>Intent</u>. 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. <u>Purpose of this Agreement</u>. 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 <u>Academic Responsibility</u>. 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 <u>Number of Students</u>. 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).

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Clinical Affiliation Agreement without instructor

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College.

Revised 09/2011

Attachment 2

2.3 <u>Orientation</u>. 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 to Hospital upon request.

2.4 <u>Discipline</u>. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

2.5 <u>Attendance and Academic Documentation</u>. 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 <u>Health Clearance and Background Check</u>.

2.6.1 <u>Health Clearance</u>. 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 <u>Background Check.</u> 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 <u>Health and Background Documentation</u>. 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 <u>Authorization</u>. 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 <u>Hospital Policies and Procedures</u>. School shall ensure that each student is aware of

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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 <u>Supplies and Equipment</u>. 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 <u>Confidentiality</u>. 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 (\$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 <u>Health Insurance</u>. 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 <u>Accreditation</u>. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2.12 <u>Student ID Badges</u>. 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 <u>Access</u>. 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 <u>Implementation of Program(s)</u>. 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 <u>Instruction</u>. 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 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.

3.5 <u>Patient Care</u>. 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 <u>Space and Storage</u>. 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 <u>Removal of Students</u>. 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.

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

3.8 <u>Documentation</u>. 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 <u>Authority</u>. 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 <u>Statement of Adequate Staffing</u>. 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 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date and shall continue for two (_2_) year(s) unless terminated sooner as provided herein.

4.2 <u>Termination</u>. 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 <u>Role of Students</u>. 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 <u>Publicity</u>. 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

Clinical Affiliation Agreement without instructor

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College.

Revised 09/2011

its facilities with respect to the Program(s) without the prior written consent of the other party.

4.6 <u>Records</u>. 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 <u>Records</u>. All Records shall be treated as confidential.

5.2 <u>HIPAA and CMIA</u>. 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 <u>Confidentiality Statement</u>. 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 <u>Hospital's Obligations to School</u>. 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 <u>School's Obligations to Hospital</u>. 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

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

7.1 <u>Entire Agreement; Amendment</u>. 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 <u>Assignment</u>. 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 <u>Compliance</u>. 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 (877-388-8588). 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 <u>Governing Law</u>. 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.

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Clinical Affiliation Agreement without instructor

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011 7.7 <u>Non-Discrimination</u>. 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 <u>Notices</u>. 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:

Orange Coast College 2701 Fairview Road, PO Box 5005 Costa Mesa, CA 92628-5005 Attn:

With copy to:

Vice Chancellor of Administrative Services at Coast Community College District 1370 Adams Ave. Costa Mesa, CA 92626

7.9 <u>Severability</u>. 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 <u>Waiver</u>. 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 <u>Bond Covenants</u>. 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 <u>Interruption of Training</u>. 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

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange Cou

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

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 <u>Ambiguities</u>. 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 <u>Survival</u>. 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.

SIGNATURES ON FOLLOWING PAGE

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011 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: Orange Coast College

Ву: ____

Name: Kevin Ballinger Title: Dean Consumer and Health Sciences

Date: _____

SCHOOL DISTRICT: COAST COMMUNITY COLLEGE DISTRICT

Ву:_____

Name: James Moreno Title: President, Board of Trustees

Date:

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

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EXHIBIT A

PROGRAM(S)

(Without School Instructor)

Name of School and Department/Program:

Consumer and Health Sciences, School of Allied Health Professions:

- Cardiovascular
- Diagnostic Sonography
- Dietetic Technology
- Medical Assisting/Transcription
- Neurodiagnostic
- Polysomnography
- Radiology
- Respiratory Care
- Speech Language Pathology Assistant

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

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Clinical Profile Orange County/Long Beach Consortium for Nursing

Stange County/Long Deach Consolition 101 1

Instructions for Form Completion

- 1. Faculty is to contact the Education Coordinator at the assigned clinical agency no later than two weeks prior to the start of the rotation for pre-planning.
- 2. Faculty is to complete the information below for each clinical rotation and submit to the Clinical Facility Education Coordinator or designee. Please check (√) those boxes for which the student has met the affiliation standard.
- 3. Attach a list of the students' names.
- 4. All personnel (faculty and students) with patient contact are required to verify health screening/immunization compliance. Health documents and background check clearance information may be stored at the academic institution but should be available upon request to the healthcare agency.

School	Instructor's	Work Phone	
Instructor	E-mail	Cell Phone	
Program DNA DVN DA	DN	Clinical Area	Level
Clinical Dates From		То	
Clinical Days		_ Time	
Conference Day and Hours		Location	

I certify that the students and instructors in this rotation have completed the following requirements that are checked, and that supporting documentation for verification purposes is maintained at this academic institution.

 Background check clearance Computer orientation CPR – American Heart Association Healthcare Provider BLS Ethical conduct General orientation Faculty licensure current Health clearance Hepatitis B series or titer HIPAA training 	 Influenza vaccine or declination Injury and illness training MMR titer Professional liability insurance TB screening (annual) Td/Tdap current Unit orientation Worker's compensation/health insurance Varicella titer
Signature of Instructor or Designee	
Printed Name and Title	Date
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Clinical Affiliation Agreement without instructor

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College.

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Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

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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 (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	То:
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 ($\sqrt{}$) all boxes that the student(s) have completed.

Varicella Titer	General Orientation Information*
Background Check	Health Insurance/Worker's Compensation
	□ License Current (RN, etc.)
General Liability Insurance	Professional Liability Insurance
🗆 Tdap	Worker's Compensation (if applicable)
	 Background Check CPR General Liability Insurance

Instructor/School Representative (print): _

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Clinical Affiliation Agreement without instructor

Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

Instructor/School F	Representative	(signature):
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Date: _

CLINICAL ROSTER OF STUDENTS

Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College. Revised 09/2011

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;
- You may share PHI with other health care providers within CHOC for the direct treatment of the 2. patient:
- You may NOT photocopy or otherwise permit PHI to be duplicated in any way; 3.
- You may NOT photograph patients; 4.
- You must access only the minimum amount of PHI necessary to care for a patient or to carry out an 5. assignment:
- You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone 6. 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;
- You may only access the PHI of patients for whom you are caring/volunteering when there is a need 7. for the PHI:
- You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to 8. discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard:
- When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the 9. 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 Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College Revised 02/2011

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Clinical Affiliation Agreement without instructor Between CHOC Children's Hospital of Orange County and Coast Community College District for Orange Coast College Revised 02/2011

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SECOND AMENDMENT TO

EDUCATION AFFILIATION AGREEMENT

THIS SECOND AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("Second Amendment") is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center ("Hospital"), and Coast Community College District on behalf of Orange Coast College ("Entity"), amending that certain Education Affiliation Agreement entered into by the parties and dated effective September 1, 2009 (the "Agreement").

RECITALS

WHEREAS, Hospital and Entity desire to amend the Agreement to provide for certain changes in their obligations thereunder and to enter into this Second Amendment in order to document those mutually agreed upon changes.

SECOND AMENDMENT

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. The parties hereby amend the first sentence of Section 3.14 of the Agreement to read as follows:

"Entity represents and warrants that neither Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program")."

2. The parties hereby amend Section 3.15 of the Agreement to read as follows:

"Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that neither Entity, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately

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terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement."

3. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

"<u>Term</u>. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective September 1, 2011 ("Renewal Effective Date") through August 31, 2012, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties."

4. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this Second Amendment, the Agreement shall remain in full force and effect.

5. This Second Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO SECOND AMENDMENT TO EDUCATION AFFILATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed at San Bernardino, California to be effective as of the Renewal Effective Date.

Hospital:

Catholic Healthcare West, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center

By:_____

Its: President / CEO

Date:_____, 2011

Coast Community College District on behalf of Orange Coast College

By:_____

Its:_____

Date:_____, 2011

Entity:

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COAST COMMUNITY COLLEGE DISTRICT

Agreement for Contracted Services

This Agreement for Contracted 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 BEHR PROCESS CORPORATION, 3400 West Segerstrom Avenue, Santa Ana, CA 92704 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 October 6, 2011 through June 30, 2012, inclusive.

2. The class or program to be offered is Office 2007/Office 2010. A total of 30 hours of instruction and/or training per course will be provided to a maximum of 10 students/employees of COMPANY.

3. The services will be conducted at a site designated by COMPANY and at no facility usage charge to DISTRICT.

4. Students successfully completing the course will receive 0 units of college credit in accordance with policies of the DISTRICT Board of Trustees.

5. COMPANY agrees to pay the DISTRICT the sum of four thousand five hundred dollars (\$4,500) per course for the services provided under this Agreement. This amount represents a fee of \$150 per instructional hour. During the course of the AGREEMENT, COMPANY may request additional classes at the same rate by contacting the DISTRICT administrative liaison (designated in paragraph number 7). This fee includes textbooks and study guides.

6. COMPANY agrees to pay the full fee for the Office 2007/Office 2010 classes once the instruction process begins and regardless of whether students/employees complete the

Page 1

full program. COMPANY will be billed for such instruction. All payments are due no later than 30 days after receipt of invoice.

7. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot, (714) 241-6161. The administrative contact for COMPANY will be Celia Roseborough, (714) 545-7101 x5009.

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

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

10. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

12. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to COMPANY.

13. COMPANY shall, no less than forty-eight hours in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the assessment services agreed upon by COMPANY and DISTRICT.

14. 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
With a copy to:	Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attn: Vice Chancellor, Administrative Services
To Company:	Behr Process Corporation Attn: Celia Roseborough 3400 West Segerstrom Avenue Santa Ana, CA 92704

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.

15. 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.

BEHR PROCESS CORPORATION COAST COMMUNITY COLLEGE DISTRICT

Signature	Signature
Typed Name	Typed Name
Title	President, Board of Trustees
Date	Date

Behr Process Corporation-CCC11-12.4035

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WORKFORCE INVESTMENT ACT

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VENDOR AGREEMENT

(Occupational Training)

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By and Between the

City of Anaheim

and

Coast Community College District

Attachment 4

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EXHIBITS

Exhibit A	Work Plan Summary
Exhibit B	Covenants Re: Use of Federal Funds

WORKFORCE INVESTMENT ACT

VENDOR AGREEMENT

(Occupational Training)

This **WORKFORCE INVESTMENT ACT VENDOR AGREEMENT** (this "Agreement"), dated for purposes of identification only as of July 1, 2011 (the "Date of Agreement"), is made and entered into by and between the

City of Anaheim, a municipal corporation and charter city (the "City"),

A N D

Coast Community College District, a political subdivision of the State of California (the "Vendor").

RECITALS

- A. Among other things, the Workforce Investment Act of 1998 (hereinafter defined as the "Act") supercedes the Job Training Partnership Act and establishes a workforce investment system which provides the framework for the delivery of workforce investment activities at the State and local levels.
- B. The purpose of Title 1 of the Act is to provide workforce investment activities that increase the employment, retention and earnings of participants in the workforce investment system (each hereinafter defined as a "Qualified Participant"), and increase occupational skill attainment by Qualified Participants, which will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the Nation's economy through the workforce investment system.
- C. At the local level, the workforce investment system includes Local Workforce Investment Areas; the Governor of the State of California has designated the City of Anaheim a Local Workforce Investment Area under the Act.
- D. Title I of the Act permits certain workforce investment activities within Local Investment Areas, including employment and training activities for adults and dislocated workers, and youth activities.
- E. Through the California Employment Development Department ("EDD"), the Department of Labor of the United States (the "Department of Labor") has awarded the City a grant

(the "WIA Grant") to fund and operate various workforce development activities (collectively, the "City's WIA Programs") consistent with the purposes of the Title 1 of the Act.

- F. The City desires to contract with public and private organizations, including employers, who are qualified to participate in the City's WIA Programs by providing services to Qualified Participants (each, a "Qualified Vendor").
- G. Vendor is a Qualified Vendor.
- H. The City and Vendor (each, a "Party" and jointly, the "Parties") desire to enter into this Agreement so that Vendor may receive a subgrant of the proceeds of the WIA Grant (hereinafter defined as the "Subgrant") in consideration for Vendor's participation in the City's WIA Programs and the provision of services to Qualified Participants through classes and programs offered by Vendor at Coastline Community College upon the request of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY AND THE VENDOR AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

"Act" means the Workforce Investment Act (29 U.S.C.A. 2801 et seq.), as amended from time to time.

"Agreement" means this Workforce Investment Act Vendor Agreement by and between the City and the Vendor.

"City" is defined in the initial paragraph of this Agreement and includes any assignee of or successor to the rights, powers and responsibilities of the City. The Workforce Development Manager of the Workforce Development Division of the City of Anaheim, or his designee, (hereinafter defined as the "City's Representative") shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City's Representative is authorized to act on behalf of the City unless this Agreement specifically provides otherwise or the context should otherwise require.

"City's Representative" means the Workforce Development Manager of the City's Community Development Department.

"City's WIA Programs" is defined in Recital E hereof.

"Conditions to Disbursement" is defined in Section 2.3 hereof.

"Covenants Re: Use of Federal Funds" means those additional covenants of Vendor required due to the federal source of the Subgrant Proceeds which are attached hereto as Exhibit B and incorporated herein by this reference. "Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Department of Labor" is defined in Recital E hereof.

"EDD" is defined in Recital E hereof.

"Effective Date" is defined in Section 10.15 hereof.

"Maximum Amount of Subgrant" means \$100,000.00.

"Notice to Proceed" means a written notice from the City which (i) approves the Curriculum for Participants, if required by City, (ii) establishes the maximum number of Qualified Participants for which the Vendor may receive Subgrant Proceeds and (iii) notifies the Vendor that the Vendor may proceed to provide Vendor's Services to a particular Qualified Participant.

"Parties" is defined in Recital H hereof.

"Qualified Participants" means generally persons participating in the City's WIA Programs.

"Qualified Vendor" is defined in Recital F hereof.

"Schedule of Compensation" means the description of the terms of compensation which is set forth in the Work Plan Summary.

"Scope of Work" means the description of the Vendor's Services which is set forth in the Work Plan Summary.

"Subgrant" is defined in Section 2.1 hereof.

"Subgrant Proceeds" means the proceeds of the Subgrant.

"Term" is defined in Section 4 hereof.

"Term Expiration Date" means June 30, 2013.

"Vendor" is defined in the initial paragraph of this Agreement. The Vendor's Representative shall represent Vendor in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by Vendor, the Vendor's Representative is authorized to act on behalf of Vendor unless this Agreement specifically provides otherwise or the context should otherwise require.

"Vendor's Representative" means Joycelyn Groot.

"Vendor's Services" means the services provided by Vendor to Qualified Participants in connection with Vendor's participation in the City's WIA Programs pursuant to this Agreement and includes, but is not limited to, the provision of the services set forth in the Scope of Work.

"WIA Grant" is defined in Recital E hereof.

"Work Plan Summary" means the summary attached hereto as Exhibit A and incorporated herein by this reference.

"Workplace" means the place where the Vendor provides Vendor's Services to Qualified Participants.

Section 2. Subgrant.

2.1 Amount of Subgrant. Upon satisfaction of the Conditions to Disbursement, the City agrees to grant to Vendor proceeds of the WIA Grant in the amounts set forth in the Schedule of Compensation (collectively, the "Subgrant"), subject to all of the terms, covenants and conditions of this Agreement.

2.2 Maximum Amount of Subgrant. In no event shall the aggregate amount of the Subgrant Proceeds distributed to Vendor over the Term of this Agreement exceed the Maximum Amount of Subgrant.

2.3 Disbursement of Subgrant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by the City, the City shall distribute the Subgrant Proceeds in monthly or quarterly installments, as requested by Vendor, in arrears, in order to compensate Vendor for the provision of Vendor's Services under this Agreement. Requests for disbursements by Vendor shall be made by Vendor sending to the City, not more frequently than monthly nor less frequently than quarterly, a detailed invoice in a form specified and approved by the City.

2.4 Conditions Precedent to Disbursement. Vendor agrees further that the City shall not be obligated to make any disbursement of the Subgrant Proceeds unless and until Vendor has fulfilled all of the City's customary conditions for disbursement of Subgrant Proceeds under the City's WIA Programs (the "Conditions to Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. The City shall have received all insurance certificates required by it pursuant to and in accordance with Section 6.1 of this Agreement.
- B. The City shall have received evidence that (i) Vendor has the power to enter into this Agreement, (ii) all documents executed by Vendor pertaining to this Agreement are valid and binding obligations of Vendor, enforceable according to their terms and (iii) the officers and agents executing such documents are duly empowered and authorized to execute them on behalf of Vendor.
- C. The City shall have received copies of any and all licenses, permits, notices, and certificates required by the City pursuant to and in accordance with Section 3.6 of this Agreement.
- D. The City shall have issued Notices to Proceed for each Qualified Participant.

The City's Representative may waive or modify in writing any of the Conditions to Disbursement of the Subgrant Proceeds.

2.5 Fiscal Limitations. The United States of America, through the Department of Labor, may in the future place programmatic or fiscal limitations on WIA Grants not presently anticipated. Accordingly, the City reserves the right to revise this Agreement in order to take account of such actions. In the event of funding reduction, the City may reduce the budget for this Agreement as a whole or may limit the rate by which Vendor receives the Subgrant for providing Vendor's Services to Qualified Participants. If the Department of Labor directs the City to implement a reduction in funding, the City's Representative may act for the City in implementing and effecting such a reduction and in revising the Agreement for such purpose. Where the City's Representative has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of Vendor, the City's Representative may act for the City in suspending the operation of this Agreement for up to sixty (60) days upon three (3) days notice to Vendor of the City's intention to so act, pending an audit or other resolution of such questions.

2.6 Programs Utilizing Multiple Funding Sources. For programs in which there are sources of funds in addition to WIA Grant funds, Vendor shall provide proof of such funding. The City shall not pay for any services provided by Vendor which are funded by other sources. All restrictions and/or requirements provided for in this Agreement relative to accounting, budgeting and reporting apply to the total program regardless of funding sources.

2.7 Use of Federal Funds. Vendor acknowledges and agrees that the Subgrant is funded from WIA Grant funds allocated to the City by the United States of America through the Department of Labor. Accordingly, Vendor hereby provides to the City those covenants set forth in the Covenants Re: Use of Federal Funds.

Section 3. Vendor's Services.

3.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Vendor shall provide the Vendor's Services, as authorized by the City's Representative. Vendor represents and warrants that Vendor's Services to be provided hereunder shall be performed in a competent, professional and satisfactory manner in accordance with the City's WIA Programs.

3.2 Notices to Proceed. Vendor acknowledges and agrees that City shall request that Vendor provide the Vendor's Services on an "as requested" basis and that City does not guaranty a minimum number of Qualified Participants for whom Vendor's Services shall be requested and required under this Agreement. Vendor acknowledges and agrees that Vendor shall not commence to provide Vendor's Services to a particular Qualified Participant hereunder unless and until Vendor receives a Notice to Proceed from the City authorizing the provision of Vendor's Services to that particular Qualified Participant. Vendor further acknowledges and agrees that this Agreement and any request for the provision of services hereunder is nonexclusive and that the City may enter into similar agreements with other entities for the provision of similar services.

3.3 Time for Performance. Time is of the essence in the performance of this Agreement. Vendor shall perform and complete all of Vendor's Services in a timely and expeditious manner.

Vendor shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Vendor has delivered to the City written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

3.4 Vendor's Proposal. The Scope of Services shall include the Vendor's proposal or bid, if any, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

3.5 Compliance with Law. Vendor's Services shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City and any Federal, State or local governmental agency of competent jurisdiction.

3.6 Licenses, Permits, Fees and Assessments. Vendor shall obtain, at Vendor's sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of Vendor's Services. Vendor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the services required by this Agreement.

3.7 Nondiscrimination. Vendor agrees not to discriminate unlawfully against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of Vendor's Services. To the extent this Agreement provides that Vendor offer accommodations or services to the public, such accommodations or services shall be offered by Vendor to the public on fair and reasonable terms.

3.8 Familiarity with Work. By executing this Agreement, Vendor represents and warrants that Vendor (i) has thoroughly investigated and considered Vendor's Services to be performed, (ii) has carefully considered how Vendor's Services should be provided and (iii) fully understands the facilities, difficulties and restrictions attending the provision of Vendor's Services under this Agreement. Should the Vendor discover any latent or unknown conditions materially differing from those inherent in the provision of Vendor's Services or as represented by the City, Vendor shall immediately inform the City of such fact and shall not proceed except at Vendor's risk until written instructions are received from the City.

3.9 Inspection. The City, EDD and the Department of Labor and their agents and representatives shall have the right at any reasonable time to observe the provision of Vendor's Services. The City is under no duty to supervise the provision of Vendor's Services. Any inspection or examination by the City is for the sole purpose of protecting and preserving the City's rights under this Agreement. No default of Vendor shall be waived by any inspection by the City. In no event shall any inspection by the City be a representation that there has been or will be compliance with this Agreement or that Vendor is in compliance with any federal, state and local laws, ordinances, regulations and directives applicable to the performance of this Agreement or the provision of Vendor's Services. Vendor shall make or cause to be made such other independent inspections as Vendor may desire for Vendor's own protection.

Section 4. Term.

This Agreement shall be for a term (the "Term") commencing on the Effective Date and terminating on the Term Expiration Date, subject to earlier termination as provided in Subsection 6.1.4 or Section 7 hereof.

Section 5. Coordination of Services.

5.1 City's Representative. The City's Representative shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City's Representative is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require.

5.2 Vendor's Representative. Vendor's Representative shall represent the Vendor in all matters pertaining to this Agreement. Vendor's Representative is authorized to act on Vendor's behalf with respect to the services and work to be provided hereunder and make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal are a substantial inducement for the City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the Term of this Agreement for directing all activities of Vendor and devoting sufficient time to personally supervise the provision of Vendor's Services hereunder. The foregoing principal may not be changed by Vendor and no other personnel may be assigned to supervise the Vendor's Services to be provided hereunder without the express written consent of the City.

5.3 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of City. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to City. This is a personal services contract and the Vendor was chosen on the basis of characteristics unique to the Vendor. City shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

5.4 Independent Contractor. Vendor and any agent or employee of Vendor shall act in an independent capacity and not as officers or employees of City. City assumes no liability for Vendor's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Vendor. Vendor shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Vendor acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Vendor and is not contributing to any fund on its behalf. Vendor disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Vendor relating to Vendor's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Vendor, the Vendor agrees to indemnify, defend (at the City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Vendor's performance or failure to perform under this Section.

Section 6. Insurance and Indemnification.

6.1 Insurance. Without limiting City's right to indemnification, it is agreed that Vendor shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section 6.1.

6.1.1 Required Insurance Coverage. Vendor shall secure and maintain the following insurance coverage:

- (a) Workers' Compensation Insurance as required by California statutes;
- (b) Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent Contractor's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form; and
- (c) Comprehensive Automobile Liability coverage, including as applicable owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

The City's Representative, with the consent of the City's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event he determines that such reduction is in City's best interest.

6.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled or allowed to lapse without at least ten (10) days' prior written notice to the City Clerk of the City of Anaheim, 200 S. Anaheim Boulevard, Anaheim, CA 92805."

"It is agreed that any insurance maintained by the City of Anaheim shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting the policy for workers' compensation, shall contain the following clause:

"The City of Anaheim, its officials, agents, employees, representative, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Anaheim."

6.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Vendor shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by City, it shall be the Vendor's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

6.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies City may have if the Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (a) Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under this Agreement;
- (b) Order the Vendor to stop work under this Agreement and/or withhold any payment(s) which become due to the Vendor hereunder until the Vendor demonstrates compliance with the requirements hereof;
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Vendor's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Vendor may be held responsible for payment of damages to persons or property resulting from the Vendor's or its subcontractor's performance of Vendor's Services under this Agreement.

6.2 Indemnification. As respects acts, errors or omissions in the performance of Vendor's Services under this Agreement, the Vendor agrees to indemnify and hold harmless the City, its officers, agents, employees, representatives and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of the Vendor's acts, errors or omissions in the performance of Vendor's Services under the terms of this Agreement.

Section 7. Enforcement of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of Vendor to perform any of Vendor's duties or obligations or the breach by Vendor of any of the terms and conditions set forth in this Agreement. In addition, Vendor shall be deemed to be in Default upon Vendor's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing) or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Vendor's interests hereunder.

City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Vendor specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Immediate Termination for Vendor's Default. In the event of any Default by Vendor, City may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Vendor of written notice from City. In such event, Vendor shall have no further rights hereunder; City shall have all other rights and remedies as provided by law.

7.3 Termination Without Cause. Either City or Vendor may terminate this Agreement at any time without the necessity of cause or Default by the other Party by giving thirty (30) days notice in writing to the other Party. In such event, the Parties shall have no further rights hereunder, except that Vendor shall be paid for Vendor's Services rendered and completed prior to such termination.

7.4 Attorneys' Fees. City and Vendor agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

Section 8. Use and Ownership of Documents and Data.

8.1 Data to be Furnished by City. City shall furnish to Vendor such documents and materials as may be relevant and pertinent to the provision of services hereunder as City may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by the City to Vendor pursuant to Section 8.1 hereof shall remain the property of the City and shall be returned

to the City upon termination of this Agreement. All documents and materials prepared by Vendor hereunder shall become the property of the City at the time of payment to Vendor of all fees and expenses for their preparation, and shall be delivered to the City by Vendor at the request of the City. The documents and materials prepared by Vendor hereunder shall not be used by the City or others, except for the purpose for which they were intended. The City agrees not to associate Vendor's name with any documents or materials not prepared by Vendor.

Section 9. Records, Reports and Audits.

9.1 Records and Reports; Retention of Records. Vendor shall prepare and submit financial, program progress, monitoring, evaluation, personnel, property and financial records and other reports as required by the City and in the format acceptable to the City to assure proper accounting of all WIA Grant funds. Vendor shall furnish such information which, in the judgment of the City's Representative, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality and goals of the City's WIA Programs. Vendor shall retain all records and reports required under this Section for a period of three (3) years after the termination of this Agreement.

9.2 Monitoring. The City may conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of the City, EDD and the Department of Labor shall have the right of access to all activities and facilities operated by Vendor in connection with this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at all pertinent staff, board of directors, advisory committee, and advisory board meetings and inspection by the City, EDD and the Department of Labor. Vendor shall ensure that its employees and board members furnish such information as, in the judgment of the City, EDD and the Department of Labor, may be relevant to the question of compliance with contractual conditions and Department of Labor directives, or the effectiveness, legality, and achievements of the City's WIA Programs.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by City or Vendor with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either City or Vendor of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either City or Vendor to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to City:	City Clerk City of Anaheim 200 S. Anaheim Boulevard, 2nd Floor Anaheim, California 92805 FAX No. (714) 765-4105
With copies to:	Ruben Aceves – Workforce Development Manager Community Development Department City of Anaheim 50 S. Anaheim Boulevard, Suite 200 Anaheim, California 92805 FAX No. (714) 765-4363
	Theodore J. Reynolds, Assistant City Attorney City of Anaheim 200 S. Anaheim Boulevard, 3rd Floor Anaheim, California 92805 FAX No. (714) 765-4630
To Vendor:	Coast Community College District 11460 Warner Avenue Fountain Valley, CA 92708 Attention: Joycelyn Groot, Dean Military/Contract Education Programs FAX No. (714) 241-6270

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that Vendor is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the City.

10.4 No Third Party Rights. The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

10.5 Non-Liability of Members, Officials and Employees of the City. No member, official or employee of the City shall be personally liable to Vendor, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to Vendor or Vendor's successors, or on any obligation under the terms of this Agreement. Vendor hereby waives and releases any claim Vendor may have against the members, officials or employees of the City with respect to any Default or breach by City or for any amount which may become due to Vendor or Vendor's successors, or any obligations under the terms of this Agreement. Vendor hereby waives and releases such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder but to the limited extent of the release set forth in this Section 10.5, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

10.6 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.7 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.8 Remedies Cumulative. The remedies given to City and Vendor herein shall be cumulative and are given without impairing any other rights given City or Vendor by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by City or Vendor shall not exclude the exercise of any other remedy.

10.9 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.10 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of City and to the permitted successors and assigns of Vendor, and all references to "City" or "Vendor" shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.11 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of the City and the Vendor with respect to the matters covered hereby, and no agreement, statement or promise made by either City or Vendor which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by City and Vendor.

10.12 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Vendor shall, at City's request, deliver a certified copy of it governing board's resolution or certificate authorizing or evidencing such execution.

10.13 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affect his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

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10.14 Time for Acceptance of Agreement by City. This Agreement, when executed by Vendor and delivered to City, must be authorized, executed and delivered by the City on or before forty-five (45) days after the execution and delivery by Vendor or this Agreement shall be void, except to the extent that Vendor and City shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

10.15 Effective Date. This Agreement shall be effective on the Date of Agreement.

[Remainder of page intentionally left blank; signatures on next page.]

IN WITNESS WHEREOF, THE CITY AND THE VENDOR HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW

"CITY"

City of Anaheim, a municipal corporation and charter city

Dated: _____, 2011

By: _____

Thomas J. Wood, City Manager

ATTEST:

LINDA N. ANDAL, CITY CLERK

By:_____

APPROVED AS TO FORM:

CRISTINA L. TALLEY, CITY ATTORNEY

By: ____

Theodore J. Reynolds Assistant City Attorney

"VENDOR"

Coast Community College District, a political subdivision of the State of California

Dated: _____, 2011

By: _

Jerry Patterson, President of the Board of Trustees

85688

State of California)) ss. County of _____)

On _____, ___, before me, _

(name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared_

(name(s) of signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature of Notary)

Capacity claimed by signer: (This section is OPTIONAL.) Individual Corporate Officer(s): Partner(s): General General □ Limited Attorney-in-fact Trustee(s) Guardian/Conservator Other: Signer is representing: _

(name of person(s) or entity(ies))

Attention Notary: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE ATTACHEDTO	Title or Type of Document:
THE DOCUMENT DESCRIBED AT RIGHT:	Number of Pages:

EXHIBIT A

.

WORK PLAN SUMMARY

(To be attached)

COASTLINE COMMUNITY COLLEGE Phone: 714-546-7600 12901 EUCLID STREET, GARDEN GROVE, CA 92840

Course	Course Description	Total Hours	Total Cost	Tuition	Fees	Expenses
BUILDING CODES TECHNOLOGY	THIS CERTIFICATE WILL PROVIDE AN UNDERSTANDING OF THE FIELD OF BUILDING CODES TECHNOLOGY FOR INDIVIDUALS LOOKING TO BE EMPLOYED IN THE BUILDING INSPECTION FIELD OR CONSTRUCTION INDUSTRY. CERTIFICATE COMPLETION REQUIRES A TOTAL OF 27 UNITS IN THE MAJOR FIELD.	486	4125	4125	0	0
BUSINESS CERTIFICATE	THE BUSINESS CERTIFICATE CONSISTS OF FIVE CONCENTRATIONS THAT WILL PREPARE AN INDIVIDUAL TO HAVE AN UNDERSTANDING OF BUSINESS PRACTICES AND PROVIDES STUDENTS WITH THE OPPORTUNITY TO SELECT SPECIFIC COURSES TO MEET THEIR PROFESSIONAL BUSINESS GOALS.	396	3275	3275	0	٥
CERT OF ACHIEVEMENT SUPPLY CHAIN	THE COURSES OFFERED TO OBTAIN THE SUPPLY CHAIN MANAGEMENT CERTIFICATE WILL GIVE THE STUDENTS THE SKILLS NEEDED TO OBTAIN A POSITION AS A PROCUREMENT OR OPERATIONS CLERK WITHIN A VARIETY OF LOGISTICS ORGANIZATIONS.	378	3230	3230	0	0
COMPUTER NETWORKING	THE COMPUTER NETWORKING CERTIFICATE CONSISTS OF FOUR OPTIONS THAT PREPARE AN INDIVIDUAL TO BECOME A COMPUTER NETWORKING SPECIALIST IN CISCO, MICROSOFT, SECURITY, OR SHAREPOINT. THE COURSES ARE DESIGNED TO PROVIDE STUDENTS W/ KNOWLEDGE AND HANDS-ON EXPERIENCE.	522	4528	4528	0	0
DIGITAL MEDIA FOUNDATION	COMPLETION OF THE DIGITAL MEDIA FOUNDATION WILL PREPARE STUDENTS FOR ENTRY-LEVEL EMPLOYMENT IN PRINT AND GRAPHIC DESIGN, MULTIMEDIA, ANIMATION/GAMING, WEB DESIGN, AND/OR OTHER RELATED OCCUPATIONS.	540	4573	4573	0	0
EMERGENCY MGMT/HOMELAND SECURITY	THIS CERTIFICATE WILL PROVIDE A BASIC UNDERSTANDING OF THE FIELD OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FOR PERSONNEL IN BOTH THE PUBLIC AND PRIVATE SECTORS. CERTIFICATE COMPLETION REQUIRES A TOTAL OF 24 UNITS IN THE MAJOR FIELD.	432	3678	3678	o	0
INTRO TO COMPUTERS & CAREER EXPLORE	STUDENTS WILL LEARN TO USE BASIC WORD PROCESSING, SPREADSHEETS, DATABASES AND PRESENTATION SOFTWARE. USING THEIR COMPUTER SKILLS, STUDENTS WILL TAKE CAREER ASSESMENTS AND COMPLETE A COMPUTER-BASED CAREER RESEARCH PROJECT RELATED TO THE MEDICAL FIELD.	81	1053	1053	0	0

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Course	Course Description	Total Hours	Total Cost	Tuition	Fees	Expenses
MED OFFICE ADMIN & BILLING/CODING	THE COMPREHENSIVE MEDICAL FRONT OFFICE ADMINISTRATION & BILLING/CODING PROGRAM PREPARES THE STUDENT FOR THE CBCS AND CMAA CERTIFICATION EXAMS. THE CBCS AND CMAA CERTIFICATIONS ARE NATIONALLY RECOGNIZED BY THE NATIONAL HEALTHCARE ASSOCIATION.	384	5850	5850	0	0
PARALEGAL STUDIES PROGRAM	PARALEGAL STUDIES	486	4145	4145	0	0
PROCESS TECHNICIAN	THE PROCESS TECHNICIAN PROGRAM IS DESIGNED TO PROVIDE STUDENTS WITH SKILLS NECESSARY TO SUCCEED IN THE CHEMICAL AND REFINING INDUSTRIES.	432	4080	4080	o	0
REAL ESTATE	THE REAL ESTATE PROGRAM IS AN OVERALL COMPREHENSIVE PROGRAM THAT WILL PROVIDE THE STUDENT WITH THE REQUIREMENTS NEEDED TO BECOME A STATE OF CALIFORNIA REAL ESTATE BROKER, SALESPERSON, OR LENDING AND MORTGAGE BROKER.	432	3678	3678	0	0
RETAIL MANAGEMENT	THE RETAIL MANAGEMENT CERTIFICATE IS A SPECIALLY RECOGNIZED PROGRAM DESIGNED TO PREPARE INDIVIDUALS FOR THE FAST PACED RETAIL INDUSTRY. THIS PROGRAM IS ALSO INTENDED TO HELP STUDENTS DEVELOP AN UNDERSTANDING OF THE RETAIL SUPERVISOR/MANAGERS JOB.	540	4573	4573	0	0
SUPERVISION MANAGEMENT	THE SUPERVISION AND MANAGEMENT CERTIFICATE CONSISTS OF CLASSES THAT WILL PREPARE AN INDIVIDUAL TO HAVE AN UNDERSTANDING OF SOUND SUPERVISORY/MANAGEMENT SKILLS TO HELP THEM SUCCEED IN THEIR PROFESSIONAL AND PERSONAL BUSINESS GOALS.	378	3230	3230	0	0

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EXHIBIT B

COVENANTS RE: USE OF FEDERAL FUNDS

Vendor acknowledges and agrees that the Subgrant is funded from WIA Grant funds allocated to the City by the Department of Labor of the United States of America. Accordingly, Vendor covenants and agrees as follows:

Section 1. Compliance With Law. Vendor hereby covenants and agrees that it has complied and will continue to comply with those provisions of the Workforce Investment Act of 1998 establishing the WIA Grant program (codified at 29 U.S.C.A. 2801 et seq.) (the "Act"), and all applicable Federal, state and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 20 CFR Part 645; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-102 and A-133.

Section 2. Non-Discrimination and Equal Opportunity. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry. Vendor shall comply with the following:

- A. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended, and all regulations applicable thereto, and the provisions of WIA Section 188 and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 C.F.R. Part 60.
- B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 C.F.R. Part 146.
- C. The prohibitions against discrimination against otherwise qualified individuals with disabilities under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 C.F.R. Part 8.
- D. The prohibitions against discrimination against handicapped persons under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and implementing regulations (28 C.F.R. Parts 35-36).
- E. The prohibitions against discrimination set forth in the regulations codified at 29 CFR Parts 31, 32 and 34.

Section 3. Uniform Fiscal and Administrative Requirements. Vendor shall comply with the fiscal and administrative requirements set forth at 29 CFR Parts 95 and 97, O.M.B. Circular A-110 and Section 645.230(a) of 20 CFR Part 645.

Section 4. Audit Requirements. Vendor shall comply with the audit requirements set forth at 29 CFR Parts 95 and 97.

Section 5. Allowable Costs/Cost Principles. Vendor shall comply with the allowable cost requirements set forth (i) at 29 CFR Parts 95 and 97, (ii) in O.M.B Circulars A-21, A-87, A-110, A-122 and A-133 and (ii) in the Federal Acquisition Regulations at 45 CFR Part 74 and 48 CFR Part 31.

Section 6. Government-wide Debarment and Suspension, and Government-wide Drugfree Workplace Requirements. Vendor shall comply with the government-wide requirements for debarment and suspension and drug-free workplaces set forth at 29 CFR Part 98.

Section 7. Restrictions on Lobbying. Vendor shall comply with the restrictions on lobbying set forth at 29 CFR Part 93.

Section 8. Nepotism. In addition to the conflict of interest requirements in OMB Circular A-110 and to the requirements at 29 CFR 95.42 and 29 CFR 97.36(b)(3) which address codes of conduct and conflict of interest issues related to employees, no person may be placed in an employment activity if a member of that person's immediate family is engaged in an administrative capacity for the employing agency.

Section 9. Religious and Political Activities. Vendor agrees that Subgrant Proceeds shall be used exclusively for the Services required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, Vendor agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

Section 10. No Disability. Vendor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with all pertinent laws and regulations.

Section 11. Privacy. Vendor agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 12. Patent Rights. Vendor shall comply with the notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement as set forth at 29 CFR 97.36 (i) (8).

Section 13. Clean Air Act; EPA Regulations. Vendor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act set forth at 42 U.S.C. 1857 (h), Section 508 of the Clean Air Act set forth at 33 U.S.C. 1968, Executive Order 11738 and the Environmental Protection Agency regulations set forth at 40 CFR Part 15.

Section 14. Energy Efficiency. Vendor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act set forth at Public Law 94-163, 89 Statutes 871.

Section 15 Intellectual Property. Vendor acknowledges and agrees that pursuant to 29 CFR Section 97.34, the Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(A) the copyright in any work developed under the Subgrant or this Agreement;

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- (B) any rights of copyright to which Vendor purchases ownership with Subgrant Proceeds;
- (C) the patent for any invention developed under the Subgrant or this Agreement; and
- (D) any rights in any patent to which Vendor purchases ownership with Subgrant Proceeds.

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, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 <u>Federal Register</u> (pages 19160-19211).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles 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 prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

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- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this 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 prospective 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 prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntary excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed 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.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal 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.

Instructions for Certification (Continued)

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- 7. A participant in a covered transaction may rely upon a certification of a prospective participant 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
- 8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary 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.

AGREEMENT NUMBER: 37255

COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF ORANGE COAST COLLEGE MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION AGREEMENT

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This AGREEMENT is hereby entered into this 26th day of August, 5 2011, by and between the Orange County Superintendent of Schools, 6 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local 7 Educational Consortium (LEC), hereinafter 8 referred to as SUPERINTENDENT, and the Coast Community College District, 1370 Adams 9 Avenue, Costa Mesa, California, 92626-5429, on behalf of Orange Coast 10 College, hereinafter referred to as DISTRICT. SUPERINTENDENT and 11 DISTRICT shall be collectively referred to as the Parties. 12

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative

Page 1

1 Activities (MAA) Program is to improve the availability and 2 accessibility of Medi-Cal services to Medi-Cal eligible anđ 3 potentially eligible individuals, and their families where 4 appropriate, served by the SUPERINTENDENT and participating LEA'S; and 5

6 WHEREAS, DISTRICT is providing Medi-Cal Administrative 7 Activities and wishes to participate in the Medi-Cal Administrative 8 Activities Program.

9 NOW, THEREFORE, the Parties hereby agree as follows:
10 1.0 <u>TERM</u>. The term of this AGREEMENT shall be for a period of one
(1) year commencing on July 1, 2011, and ending on June 30, 2012,
12 subject to termination as set forth in this AGREEMENT.

13 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

- a. Certify to the STATE the amount of DISTRICT'S general funds or any other funds allowed under federal law and regulation expended on the allowable "Program activities".
- b. Certify to the STATE the availability and expenditure of
 one hundred percent (100%) of the non-federal cost of
 performing Program activities.
 - c. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for federal financial participation for that fiscal year.

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d. Act as liaison between STATE and DISTRICT.

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- e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Committee meetings and MAA Program work groups.
- f. As mandated by STATE, attend STATE trainings,

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- g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings and trainings.
- h. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.
- i. On behalf of STATE, provide. Program technical assistance.
- j. Review time survey trainings conducted by or for the DISTRICT.
- k. Review DISTRICT'S quarterly time survey forms for accuracy and completeness and request corrections if necessary.
- Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.
 - m. Review corrected documents for compliance with rules and regulations related to time surveys and fiscal reports; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.
 - n. Provide DISTRICT with statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process information upon request.

Page 3

1 Review and submit the detailed quarterly invoice with ο. 2 Claiming Unit Functions Grid to the STATE on behalf of 3 the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less 4 5 any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to 6 DISTRICT for invoices that have been disallowed by the 7 STATE. 8 Monitor compliance of DISTRICT with all Federal, State, p. 9 and SUPERINTENDENT'S PROGRAM requirements. 10 q. Review DISTRICT'S Operational Plan Audit/File at least 11 once every three (3) years. 12 Designate an employee to act as liaison to DISTRICT r. 13 regarding issues relating to this AGREEMENT. 14 3.0 RESPONSIBILITIES OF DISTRICT. 15 а. Assess MAA claiming potential within the DISTRICT and 16 determine which staff will participate in the time 17 survey and what direct charges, if applicable, will be 18 claimed. 19 b. Certify to the SUPERINTENDENT and STATE the amount of 20 DISTRICT'S general funds or any other funds allowed 21 under Federal law and regulations expended on the 22 allowable "Program activities". 23 Comply fully with all Title XIX Federal, State, and c. 24 SUPERINTENDENT'S Program requirements, 25

d. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

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- e. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for federal financial participation for that fiscal year.
- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor.
- g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
- Adhere to timelines established by the h. STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
- i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
 - j. Work with SUPERINTENDENT to resolve any outstanding matters.
 - k. Appeal SUPERINTENDENT decision through the statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process if necessary.

Page 5

 Conduct time survey trainings for all DISTRICT survey participants.

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- m. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- Ensure that MAA Time n. Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
- o. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
 - p. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.

q. Develop and maintain an Operational Plan/Audit File to include at a minimum the following:

- Training materials and original attendance sheets
- Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
- Time certification and supporting documentation for direct charge staff
- Claiming Unit Functions Grids
- Position Descriptions/Duty Statements
- Medi-Cal Percentage documentation
- Invoice documents and supporting documentation
- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

r. Prepare and certify school-based MAA Invoices and Claiming Unit Functions Grids in conformance with STATE requirements.

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- s. Submit quarterly claim to SUPERINTENDENT within twelve(12) months following the end of the quarter.
- t. Provide SUPERINTENDENT with copies of MAA invoice supporting documentation upon request.
- Maintain Program claim documentation for a period of not u. less than three (3) years after the quarterly invoice payment is received. If an audit is in progress, all records relevant to the audit shall be retained until completion of the audit or final resolution, whichever Such documentation shall be subject, at all is later. reasonable times, to inspection and/or audit by the CMS or other Federal agencies, STATE, and/or SUPERINTENDENT. v. In the event an Invoice/Claiming Unit Functions Grid is revised or is disallowed by STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S for payment to the STATE DISTRICT'S revised or disallowed Invoice/Claiming Unit Functions Grid.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any federal disallowance of MAA claim payments made to DISTRICT by the STATE.

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y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to MAA Program administration and fiscal issues.

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z. Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S Medi-Cal Administrative Activities (MAA) District Information 2011/2012 form, Appendix "A", attached hereto and incorporated by reference herein.

DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of 4.0 9 DISTRICT'S responsibilities outlined in Section 3.0 of this 10 AGREEMENT and after SUPERINTENDENT has received reimbursement from 11 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT 12 shall convey to DISTRICT by warrant, all funds received on behalf of 13 DISTRICT from the STATE less any amount due the SUPERINTENDENT and 14 STATE as determined in Section 5.0 below. No funds will be conveyed 15 to DISTRICT for invoices that have been revised or disallowed by the 16 STATE. Payment to DISTRICT shall be made within forty-five (45) 17 days of receipt and reconciliation of STATE funds by SUPERINTENDENT. 18 5.0 FEE SCHEDULE. 19

Annual STATE Participation Fee. SUPERINTENDENT Α. will be responsible for DISTRICT share of the STATE Participation Fee, which is based on the STATE'S cost for administering the MAA claiming process. In the event that the STATE costs for the 2011/2012 fiscal year exceed the amount of the STATE costs contracted with SUPERINTENDENT for the 2010/2011 fiscal year, SUPERINTENDENT will

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reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S
 share of the STATE Participation Fee increase.

3 SUPERINTENDENT'S Administrative Support в. Fees. After SUPERINTENDENT has received reimbursement from the 4 STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to 5 DISTRICT an amount equal to the Federal share of cost received as 6 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a 7 four and a half percent (4 1/2%) fee per quarterly claim which will 8 be used to support SUPERINTENDENT'S MAA administration. 9

C. The obligations of SUPERINTENDENT and DISTRICT under this 10 AGREEMENT are contingent upon the availability of funds furnished by 11 the United States Government. In the event that such funding is 12 terminated or reduced, this AGREEMENT may be terminated, and 13 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall 14 be limited to a pro rated amount of funding actually received by the 15 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT. 16 SUPERINTENDENT shall provide DISTRICT written notification of such 17 Notice shall be deemed given when received by the termination. 18 DISTRICT or no later than three (3) days after the day of mailing, 19 whichever is sooner. 20

6.0 <u>INDEPENDENT CONTRACTOR</u>. SUPERINTENDENT, in the performance of
this AGREEMENT, shall be and act as an independent contractor.
SUPERINTENDENT understands and agrees that he/she and all of his/her
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

1 DISTRICT'S employees are normally entitled, including, but not 2 limited to, State Unemployment Compensation or Workers' 3 Compensation. SUPERINTENDENT assumes full responsibility for the 4 acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT 5 shall assume full responsibility for payment of all federal, state 6 and local taxes or contributions, including unemployment insurance, 7 social security and income taxes with respect to SUPERINTENDENT'S 8 employees. 9

DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times 7.0 10 enforce appropriate discipline and good order among its employees 11 and shall not knowingly employ any unfit person or anyone not 12 skilled in providing the services required under this AGREEMENT. 13 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S 14 opinion, incompetent, unfit, is intemperate, troublesome or 15 otherwise undesirable shall be excluded from providing services 16 under this AGREEMENT and shall not again provide services except 17 with written consent of DISTRICT, 18

8.0 <u>COPYRIGHT</u>.

A. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark

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1 and/or patent all forms and related instructional materials 2 developed under this AGREEMENT.

9.0 HOLD HARMLESS.

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SUPERINTENDENT hereby agrees to indemnify, defend, and hold 4 Α. harmless DISTRICT, its Governing Board, and its officers, agents, 5 and employees from liability and claims of liability for bodily 6 injury, personal injury, sickness, disease, or death of any person 7 or persons, or damage to any property, real, personal, tangible or 8 intangible, arising out of the negligent acts or omissions of 9 employees, agents or officers of SUPERINTENDENT or the Orange County 10 Board of Education during the term of this AGREEMENT. 11

DISTRICT hereby agrees to indemnify, defend, and hold в. 12 harmless SUPERINTENDENT, the Orange County Board of Education, and 13 its officers, agents, and employees from liability and claims of 14 liability for bodily injury, personal injury, sickness, disease, or 15 death of any person or persons, or damage to any property, real, 16 personal, tangible or intangible, arising out of the negligent acts 17 or omissions of employees, agents or officers of DISTRICT during the 18 term of this AGREEMENT. 19

10.0 CONFIDENTIALITY. 20

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A. SUPERINTENDENT and DISTRICT shall maintain confidentiality 21 of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but 24 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22

California Code of Regulations Section 51009 and all applicable
 federal and/or state laws or regulations as each may now exist or be
 hereafter amended. The confidentiality obligations contained in
 this section shall survive termination of this AGREEMENT.

5 в. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S 6 agents' proprietary data provided for purposes of this AGREEMENT 7 hereinafter defined file as; data specifications, related 8 instructions, management reports, training materials, plans or other 9 information relating to the performance of SUPERINTENDENT'S agents 10 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant 11 to this AGREEMENT. DISTRICT shall not during or after the term of 12 this AGREEMENT, permit the copying, duplication, or use of any of 13 SUPERINTENDENT'S agents' proprietary data by or to any person other 14 than authorized employees, agents or representatives of DISTRICT. 15 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort 16 to assure that the information supplied to SUPERINTENDENT hereunder 17 shall be true, complete, and accurate in all respects. DISTRICT 18

24 12.0 <u>LIMITATION OF LIABILITY</u>. SUPERINTENDENT shall not be liable 24 for damages or losses to DISTRICT employees, agents, independent 25 contractors or students relating to lost medical services or lost

shall assume sole responsibility for the truth, completeness and

accuracy of all information supplied to SUPERINTENDENT and agrees

that SUPERINTENDENT shall have no responsibility or liability for

the truth, completeness or accuracy of any information submitted by

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DISTRICT hereunder.

Page 12

data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

6 13.0 <u>ASSIGNMENT</u>. The obligations of the DISTRICT pursuant to this
7 AGREEMENT shall not be assigned by the DISTRICT without prior
8 written approval of SUPERINTENDENT.

14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein 9 must meet the approval of the DISTRICT and shall be subject to the 10 DISTRICT'S general right of inspection to secure the satisfactory 11 completion thereof. SUPERINTENDENT and DISTRICT agree to comply 12 with all federal, state and local laws, rules, regulations and 13 ordinances that are now or may in the future become applicable to 14 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in 15 operations covered by this AGREEMENT or accruing out of the 16 performance of such operations. 17

15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, 18 SUPERINTENDENT and DISTRICT agree that they shall not engage nor 19 employ any unlawful discriminatory practices in employment of 20 personnel or in any other respect on the basis of sex, race, color, 21 ethnicity, national origin, ancestry, religion, age, martial status, 22 medical condition, sexual orientation, physical or mental disability 23 or any other protected group in accordance with the requirements of 24 all applicable Federal or State law. 25

1 16.0 TOBACCO USE POLICY. In the interest of public health, 2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings 3 and vehicles, and on any property owned, leased or contracted for by the 4 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. 5 Failure to abide with conditions of this policy could result in the 6 7 termination of this AGREEMENT.

8 17.0 <u>TERMINATION</u>. SUPERINTENDENT or DISTRICT may, at any time, with 9 or without cause, terminate this AGREEMENT with the giving of thirty 10 (30) days prior written notice to the other party.

All notices or demands to be given under this 18.0 NOTICE. 11 AGREEMENT by either party to the other shall be in writing and given 12 either by: (a) personal service or (b) by U.S. Mail, mailed either 13 by registered or certified mail, return receipt requested, with 14 postage prepaid. Service shall be considered given when received if. 15 personally served or if mailed on the third day after deposit in any 16 U.S. Post Office. The address to which notices or demands may be 17 given by either party may be changed by written notice given in 18 accordance with the notice provisions of this section. As of the 19 date of this AGREEMENT, the addresses of the parties are as follows: 20 DISTRICT: Coast Community College District 21

1370 Adams Avenue Costa Mesa, CA 92626-5429 on behalf of: Orange Coast College 2701 Fairview Road Costa Mesa, CA 92626-5563 Attn:

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SUPERINTENDENT: Orange County Superintendent of Schools 200 Kalmus Drive P.O. Box 9050 Costa Mesa, California 92628-9050 Attn: Patricia McCaughey

4 19.0 <u>NON WAIVER</u>. The failure of SUPERINTENDENT or DISTRICT to seek 5 redress for violation of, or to insist upon, the strict performance 6 of any term or condition of this AGREEMENT shall not be deemed a 7 waiver by that party of such term or condition, or prevent a 8 subsequent similar act from again constituting a violation of such 9 term or condition.

10 20.0 <u>SEVERABILITY</u>. If any term, condition or provision of this 11 AGREEMENT is held by a court of competent jurisdiction to be 12 invalid, void, or unenforceable, the remaining provisions will 13 nevertheless continue in full force and effect, and shall not be 14 affected, impaired or invalidated in any way.

15 21.0 <u>GOVERNING LAW</u>. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

18 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits 19 attached hereto constitute the entire agreement among the Parties to 20 it and supercedes any prior or contemporaneous understanding or 21 agreement with respect to the services contemplated, and may be 22 amended only by a written amendment executed by both Parties to the 23 AGREEMENT.

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Apple Inc. Statement of Work

-Deliver To ————			
John Hanna Delivery Contact			0128172414014 Agreement Number
Golden West College			BT13836TSS
Organization			PO Number
15744 Goldenwest Street Address 1			- Apple Contact
			West Ricardo Flores
Address 2			Area ASM
Huntington Beach	CA	92647	Jennifer Jones
City	State	Zip	Apple Contact
714-892-7711 x58310			512-674-6936
Phone			Phone
jhanna@gwc.cccd.edu			jennifer.jones@apple.com
Email Address			Email Address
	attached Sum	many of Sonvico	

-Summary of Services (see attached Summary of Service) ——

Apple Professional Services will complete the scope of work as follows on Pages 4-11.

Order must be completed by January 24, 2012 -- (12) months from purchase.

Please sign and fax this Form to 305-489-7864 or email to eduservices@apple.com

-Authorization	
Customer and Apple Inc. ("Apple"), by the signature of their authorized representative below, agree to the provision of Services described herein in accordance with the terms and conditions set forth	1/25/2011 01/24/2012 Fixed Fee Dn Estimated Start Date Estimated End Date Engagement Type
page 2 of this Agreement.	D3652LL/A Fixed Bid Int Svcs 1 \$13020.00 \$13020.00
Customer Signature Date	Part Number Qty (Units/Days) Rate Total Line 1
Customer Name & Title (print)	Part Number Qty (Units/Days) Rate Total Line 2
	Part Number Qty (Units/Days) Rate Total Line 3
Apple Signature Date	Estimated Expenses
Apple Name & Title (print)	Total Estimated Charges \$13020.00

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Terms and Conditions

1 Payment. Customer agrees to pay for Services, as described herein, on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to prepay for Services unless previously approved and indicated by the specific part number on the Purchase Order. Charges for fraction of hours shall be rounded to the nearest whole number. Provided Customer is eligible for Apple's credit terms, charges for Services will be invoiced after the Services are performed on a monthly basis unless otherwise specified. Customer shall make payment for Services and reasonable travel and living expenses incurred by Apple within 30 days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2 <u>Services.</u> Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services to be provided. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives.

3 Property Rights. Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel(alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4 Warranty. Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5 Liability. TO THE EXTENT PERMITTED BY LAW, APPLE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF APPLE HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER ALL THEORIES OF LAW. SUCH REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

6 <u>Confidentiality.</u> To the extent permitted by law, both parties agree to preserve the confidentiality of data and information relating to the other's business, including data and information belonging to third parties, that is either in writing marked as confidential or, if disclosed orally, communicated as confidential at time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure ("Confidential Information"). Neither party will have any obligation to maintain the confidentiality of any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the owning party (b) is lawfully obtained by the receiving party form a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, or (d) is independently developed by either party. Both parties will keep all Confidential Information in confidence and will not disclose any item of Confidential Information to any person other than employees, agents, or contractors who need to know the same in the performance of their duties to the parties. The receiving party will protect and maintain the confidential Information with the same degree of care as it employs to protect its own Confidential Information, but in any event with at least a reasonable degree of care. Apple is not precluded from developing and marketing products, which provide the same or similar functionality as the Services, provided that such products do not use Customer's Confidential Information or incorporate work or organally created by or owned by Customer. Neither party may export the other's Confidential Information without the other party's written consent. The obligations created under this Section shall survive termination of this Agreement for a period of five (5) years.

7 <u>Term.</u> This Agreement shall terminate on the End Date. If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 10, 11 and 12 shall survive termination.

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8 <u>Non-Solicitation.</u> During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of the other party directly involved in the Services, or induce such employee or contractor of Apple to breach any employment agreement or services contract with the Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9 Publicity. In connection with Apple's promotion of its professional services, including but not limited to, the listing on its web site of customers who have utilized such services, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s). Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

10 Third Party Software Waiver and Authorization. Should Customer provide Apple with any third party software, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's computer equipment then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on each piece of computer equipment requested by Customer; (iii) Customer shall be responsible for any Apple loss or liability due to a breach of the warranty in (ii) above; (iv) notwithstanding (ii) above, Customer specifically warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those terms on Customer's behalf as its agent for the installation process; (vi) Customer agrees that Apple shall not be deemed to have accepted any Software terms on its own behalf as a consequence of installing the Software for Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the Apple shall be Software or FOSS license governing the Software terms on its own behalf as a consequence of installing the Software.

11 Cancellation Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at providers@apple.com. Apple is not responsible for errors in the delivery of cancellation or reschedule notices. When notice is received at least fifteen calendar days (15) days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or reschedule allowances for Service changes made within fourteen (14) days of the estimated start date of Services, the Customer is entitled to a refund if payment, or replace personnel who may be assigned to deliver the Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12 <u>Miscellaneous.</u> To the extent permitted by law the laws of the state of California shall govern this Agreement. Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision. This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals, both written and oral, and all other written and oral communications between the parties. No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Apple may use subcontractors to perform any Services hereunder. Any quote for Services will be valid for 30 days, unless otherwise specified.

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Summary of Services

T4955 - Golden West College: Server Configuration, Image Creation and Image Deployment

Phase 1: Server Configurations

During Phase 1, Apple Professional Services will assist with the configuration of four Mac OS X servers and supporting infrastructure.

Phase 2: Mac Pro Custom Image Creation

During Phase 2, Apple Professional Services will assist with the creation of a single system image utilizing Mac OS X 10.6.

Phase 3: Mac Pro Custom Image Deployment

During Phase 3, Apple Professional Services will assist with imaging participating client systems with the custom image created.

Site Reguirements

The customer is responsible for furnishing the following items at all worksites for the duration of the engagement:

Personnel

Provide Apple personnel has on-demand access to the following with a maximum 15 minute response time:

A designated project technical lead

A DNS server administrator capable of adding/modifying existing DNS records

A network administrator capable of adding/modifying existing NAT/firewall rules

<u>Network</u>

Provide Apple personnel with an unauthenticated Ethernet LAN connection with DHCP services or a static IP address. Provide Apple personnel with an unfiltered outbound Internet connection supporting L2TP or PPTP VPN

Pre-Installation Review

Apple Professional Services will review the following items with the customer prior to the start of the installation:

Engagement Overview

Review the planned scope and sequence for the engagement and expected dates, times, and locations when Coaching and Mentoring and Testing and Verification portions of the engagement will be completed

Required Resource Skillset

Apple Professional Services will provide an experienced engineer or engineers with Apple certification or equivalent experience and past professional experience deploying into production and providing administrator-level coaching and mentoring in specific technologies as follows:

Professional Experience

Phase 1

- Open Directory Deployment
- AFP File Services
- Xsan 2 Services
- Storage Solutions via Promise and Tandberg
- Backup Services via PresStore

Phase 2

Image Creation in an Open Directory environment

Phase 3

Image Deployment

Certification: Apple Certified Systems Administrator v10.5 or higher

Phase 1: Server Configurations

Apple Professional Services will assist Golden West College with the setup and configuration of (4) Xserves, (2) QLogic fibre channel switches, (3) Promise RAID storage devices, a Tandberg tape drive and (5) Mac Pro client systems to create a new Xsan 2 environment. In addition, APS will create basic server documentation with emphasis on the PresStore backup configuration.

Exclusions

The following items are specifically excluded from this engagement:

- Installation of additional cards/devices
- Upgrade install over existing server OS
- Backup/archiving of any existing data
- Import of user or group accounts
- Migration of account data from non-Apple directory systems
- Manipulation of raw user data (i.e. generation of usernames or unique User ID #, resolving duplicate usernames)
- Configuration of file services for network or portable home directories
- Data migration
- Configuration of PresStore software on client platforms other than Mac OS X
- Unbox and/or setup of any client systems
- Final Cut Server or Compressor Configuration (NOTE: to be completed during a separate engagement)

Required Inventory for Engagement

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The following items must have been received by the customer prior to the start of this phase of the engagement.

Servers QTY 1 - Existing Xserve meeting the minimum requirements for Mac OS X Server 10.6 with pre-installed fibre channel card QTY 2 - Xserve: 2.26QC/6GB/2x160GB/SD/NVIDIA/QFC/DPS

QTY 1 - Xserve: 2x2.66QC/12GB/2x160GB/SD/NVIDIA/QFC/DPS

Storage

QTY 1 - Existing Promise VTrak E-Class 12x

QTY 1 - Promise VTrak E-Class 32x

QTY 1 - Promise VTrak J-Class 32x

QTY 1 - Tandberg Storage Library LTO Fibre Channel Tape Autoloader (T24, T40+ or T80+) Sufficient LTO-3 (T24) or LTO-4 (T24, T40+, T80+) tape media

Workstations

QTY 5 - Mac Pro with Mac OS X 10.5 or 10.6 and all available updates pre-installed for testing purposes

QTY 1 - Mac client meeting the minimum requirements of Mac OS X 10.6 for use as a Server admin CPU

<u>Software</u>

QTY 4 - Mac OS X Server 10.6 Unlimited including DVD media

QTY 9 - Xsan 2.0 or higher including install media

QTY 1 - QLogic Switch Manager install media with serial number

QTY 1 - Archiware PresStore Backup installation media and license

Other Infrastructure QTY 2 - QLogic SANbox 5602Q Fibre Channel Switch QTY 2 - QLogic 3" 10Gb Stacking cable

QTY 1 - Finisar 4.125Gbps RoHS Compliant Short-Wavelength SFP Optical Transceiver per installed tape drive QTY 1 - LC-to-LC Fibre Channel cable for attachment of Storage Library per tape drive

Sufficient Fibre Channel cables for the connection of all host devices

Sufficient Cat 5e or better ethernet cables for the connection of all host devices

Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement:

Xserve - Initial Configuration

Confirm availability of a switched 1Gbit LAN connection for each server

Provide an IP address for each Xserve for the lights out management (LOM) interface

Provide an IP address and forward- and reverse-resolving fully gualified DNS hostname for the primary ethernet interface of each server

Xserve - Notifications

Provide an email address(es) to which server Alert notifications will be sent

<u>Xsan Metadata DNS</u>

Provide the complete list of internal primary domains to be hosted on the server Provide list of IP addresses and hostnames to be hosted in primary domains

<u>Xsan</u>

Confirm availability of the correct speed Fibre Channel Cables for Fibre Channel card and Switch Provide the name for the SAN, and a name for the Xsan volume to be configured Confirm availability of Xsan 2.0 Serial number for each metadata controller and client

Xsan Client

Confirm availability of a professionally certified, compatible fiber run at each Xsan client with proper transceivers for Fibre Channel connectivity

Confirm availability of appropriately installed and configured Fibre Channel switch ports Confirm availability of a switched 1Gbit out-of-band metadata ethernet connection at each Xsan client

PresStore Backup Software

Provide desired backup schedule for incremental and full backup plans

<u>QLogic Fibre Channel Switch</u> Confirm availability of a switched 100Mbs LAN connection or better for each switch Provide IP address, subnet mask and router information for each switch

Promise VTrak

Provide an IP address for each Promise VTrak E-Class storage device Confirm (4) available 4Gbs Fibre Channel switch ports available for each Promise VTrak E-Class storage device

Tandberg Fibre Channel Tape Storage Library

Provide an IP address for the Tandberg Storage Library

Pre-Installation Review

Apple Professional Services will review the following items with the customer prior to the start of the installation:

Xserve - Initial Configuration

Review proper switch port configuration for server, including speed and duplex settings as well as configuration of Spanning Tree Protocol, trunking, and other settings

Review the ramifications of allowing access to the server via Login Window, SSH, and Apple Remote Desktop and determine best configuration to meet the customer's security requirements

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Review the importance of setting the system time appropriately and determine best server internal/external to use for time sync Review options and customer requirements for the arrangement of internal storage (e.g. SW RAID, HW RAID if available, SSD if available) and jointly determine the best configuration to meet the customer's needs

<u>Xsan</u>

Review proper out-of-band metadata ethernet network configuration and port configuration for fibre channel switches/fabric network

Open Directory Architecture

Review the options for binding Mac OS X clients to Open Directory (anonymous vs. authenticated, SSL) and select a configuration for Open Directory that is appropriate

Review the DNS domain name that will be used by the Open Directory domain and discuss the impact of using non-standard (e.g. local) domain name spaces if applicable

File Services - General

Review the implementation of POSIX permissions and ACLs and their application to file services Determine the protocol(s) (AFP/SMB/FTP/NFS) clients will use to connect to the file shares

PresStore Backup Software

Review how backup data set is stored on supplied locally-attached backup storage device Review possible backup duration of proposed data sets using customer-provided backup schedule Review possible backup duration over LAN and WAN links Review backup index storage needs

QLogic Fibre Channel Switch

Review the proper fabric network configuration and port connections Review required port zoning to ensure connectivity from initiators to designated targets

Promise VTrak

Review the required LUN storage and hot spare configuration Review the required LUN mask settings to assign storage to target servers

Tandberg Fibre Channel Tape Storage Library

Review the recommended tape cartridge storage cycle management and offsite cartridge storage Review the recommended tape drive cleaning cycle

installation and Configuration

Apple Professional Services will complete the following: All Servers – Basic Installation Xserve - Initial Configuration Inspect the internal connections for the SSD, RAM and installed cards Install server into rack and connect to customer-certified power and LAN connections Configure internal storage per Pre-Installation Review Install Mac OS X Server from factory install media onto the appropriate volume Using Server Assistant, select the option to Manage Users and Groups Manually Create a single local account for server administration and enable SSH and Remote Desktop Access per customer requirements Configure the network interface(s) with customer-provided IP address(es), subnet mask(s), and DNS server information Configure the LOM network interface(s) with customer-provided IP address(es), subnet mask(s), and DNS server information Set server hostname to the fully-gualified domain name Install any available OS and security updates Using Server Admin: Set a Service ACL to allow LoginWindow access per customer requirements Disable Client Binding Discovery with Bonjour Configure Alerts with the customer-provided e-mail address(es) Server 1: Open Directory Master and File Server Open Directory Master Configure Mac OS X Server as an Open Directory Master Configure Open Directory LDAP and Binding Policies settings per Pre-Installation Review Implement a launchd job to archive Open Directory nightly

File Services - General

Configure and enable the AFP file service Create up to 3 sharepoints with the permissions/ACLs configured per Pre-Installation Review

<u>Xsan Client</u>

Connect ethernet cable(s) to client Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information Connect fiber cable(s) to client Install Xsan from customer-provided CD media Install any available Xsan updates Configure the CPU as an Xsan client via Xsan Admin

Server 2: Backup Metadata Controller and Open Directory Replica

Xsan Secondary Metadata DNS

Create Secondary Zones based on primary zones configured on Master DNS server

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Xsan Backup Metadata Controller Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information Install Xsan from customer-provided CD media Install any available Xsan updates Create a medium priority failover Xsan controller that will communicate metadata via the out-of-band network Mount the Xsan volume on the BMDC **Open Directory Replica** Configure the server to use the Open Directory Master for NTP time sync Configure Mac OS X Server as an Open Directory Replica Server 3: Primary Metadata Controller Xsan Metadata DNS Create Primary Zones as defined in Pre-Engagement Preparation and populate with records Xsan Primary Metadata Controller Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information Install Xsan from customer-provided CD media Install any available Xsan updates Create a high priority failover Xsan Metadata controller that will communicate metadata via the out-of-band network Name the SAN Label all LUNs to be included in the SAN as Xsan components Create a single Xsan volume with separate storage pools for journaling & metadata, and user data Add e-mail addresses for Xsan event notifications Start the Xsan volume Mount the Xsan volume on the PMDC Configure affinities If applicable, configure storage quotas for up to 100 users Export and save configuration with cygather Open Directory Integration Configure Mac OS X Server with an authenticated bind to the Open Directory domain Server 4: Xsan Client Open Directory Integration Configure Mac OS X Server with an authenticated bind to the Open Directory domain Xsan Client Connect ethernet cable(s) to client Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information Connect fiber cable(s) to client Install Xsan from customer-provided CD media Install any available Xsan updates Configure the CPU as an Xsan client via Xsan Admin Supportive Infrastructure Administrative Workstation Install latest available version of Mac OS X Server Admin Tools QLogic Fibre Channel Switch (x2) Install Qlogic Fibre Channel switch into a 4-post cabinet/rack Upgrade to latest Apple approved firmware Register and install QLogic Switch Manager software on designated admin station or server Configure network interface with customer-provided IP address, subnet mask and router information Configuration of zone(s) per Pre-Installation Review Configure RCSN suppression on all target ports Export and save configuration file Promise VTrak (x3) Install Promise VTrak into 4-post rack and connect to customer-certified power and network connections Configure network interfaces with customer-provided IP address, subnet mask and DNS server information Connect fibre channel interfaces to fibre channel switch Configure storage LUNs and hot spares per Pre-Installation Review Configure LUN masking per Pre-Installation Review Configure appropriate LUN affinities for each controller Tandberg Fibre Channel Tape Storage Library Physical Installation Install Tandberg Fibre Channel Storage Library into 4-post rack and connect to customer-certified power and network connections Install 4Gbs LC transceiver into backup server software host and connect LC fibre channel interface to backup server fibre channel card or fibre channel switch Power on the unit and remove magazines Remove any shipping locks according to manufacturer instructions Power on the unit Tape Preparation APS Aareement Form Hv1 6/16/08 Page 7 Agreement 0128172414014 Customer Initials

Apply bar code labels to cartridges (up to 80) Unlock magazine(s) and load cartridges Re-insert magazine(s)

<u>Storage Library Configuration</u> Configure management IP address via remote management web interface Configure management username and password via remote management web interface

Install any available firmware updates

PresStore Backup Software

Install PresStore software on designated backup server Apply any available PresStore updates If applicable, install and update PresStore software on backup clients Configure locally-attached tape drive storage device for PresStore use If applicable, add PresStore Mac OS X Backup clients Create a backup plan to schedule weekly full backups Create a backup plan to schedule nightly incremental backups Create a launchd job to backup the PresStore configuration on a daily basis

Mac Pro (x5)

Xsan Client Connect ethernet cable(s) to client Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information Connect fiber cable(s) to client Install Xsan from customer-provided CD media Install any available Xsan updates Configure the CPU as an Xsan client via Xsan Admin

Documentation

The following documentation will be provided by Apple Professional Services: A disk image (dmg) file containing critical server configuration data for each server (NOTE: For informational purposes only this is not a complete backup of the server config)

An OmniGraffle or Visio compatible diagram showing the following for all installed servers, infrastructure, and storage:

Hostname

IP Address(s) Role (e.g. Open Directory Master)

Printed and electronic copies of any scripts created as part of this engagement along with the corresponding path to each Provide exported Server Admin Services Settings plist file for each server Provide exported Server Admin Preferences file for each server

Provide basic server documentation on the entire solution with emphasis on the PresStore backup configuration

Coaching and Mentoring

Apple Professional Services will work jointly with the customer to demonstrate and review the following: Xserve - Initial Configuration Demonstrate the process for logging into the server via Login Window with the administrator and root accounts Demonstrate the process for creating a new local server administrator account Demonstrate the process for changing the password for the administrator and root accounts Demonstrate the process for changing the password for the administrator and root accounts Demonstrate the process for logging into the Server Admin, Workgroup Manager, and Server Monitor tools Demonstrate the process for reboting/shutting down/starting up the server using Server Monitor Demonstrate the process for adding/removing/changing the access controls for Remote Desktop, SSH, Login Window services If applicable, managing the RAID volume(s) using Disk Utility or RAID Utility Demonstrate the process for the following using Server Admin: Enabling services configuration Exporting and importing Service Settings Exporting and importing Server Admin Preferences

Xsan Metadata DNS

Demonstrate the procedure to start, stop, and restart the DNS service Demonstrate the procedure to add/remove a global forwarder Demonstrate the procedure to add/remove host, alias, and MX records for a zone Demonstrate the procedure to add/remove additional primary and secondary zones

Xsan Primary Metadata Controller

Demonstrate the following using Xsan Admin: Process for logging into the Xsan administration software Process for adding additional LUNS to Xsan volume Process for adding additional Xsan volumes Process of creating affinities Process of setting user storage quotas Explain the consequences of changing SAN name, Xsan volume name, or removing LUNs from the Xsan volume

Xsan Backup Metadata Controller

Demonstrate the process for testing a metadata controller failover via Xsan Admin

Customer Initials

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Xsan Client

Demonstrate the following via Xsan Admin: Process for adding serial numbers for Xsan clients Process for adding Xsan clients Process for mounting of Xsan volume on Xsan client

Open Directory Master

Demonstrate the process for doing the following using Workgroup Manager: Switching between the Local and Open Directory nodes Changing the Open Directory Administrator and root account passwords Creating new user and group accounts Setting password policies for user accounts Configure a user to be a limited or full Open Directory administrator Limiting the number of records shown in Workgroup Manager Demonstrate the difference between implied, direct and nested group membership using Workgroup Manager Demonstrate the method to archive and restore the contents of Open Directory using Server Admin Demonstrate the location and configuration of the Open Directory archive launchd job Review the Open Directory password policies tab in Server Admin and discuss the impact of setting global password policies

Open Directory Replica

Demonstrate proper procedure for the following in Server Admin: Tear-down and re-creation of the Open Directory replica Monitoring replica status

Mac OS X Client

Review anonymous binding as the preferred method of binding Mac OS X clients to Open Directory Demonstrate the process for binding and unbinding a Mac OS X client to the Open Directory domain using

Open Directory Integration

Demonstrate the process for binding and unbinding the server to the Open Directory domain

File Services - General

In Server Admin, demonstrate the process for: Configuring the AFP file server settings Creating a new sharepoint, including configuration and propagation of permissions and file system ACLs Configuring permissions inheritance with file system ACLs Using the effective permissions inspector to validate proper application of permissions and file system ACLs Configuring service ACLs for file services

BRU Backup Software

Demonstrate the process for configuring locally-attached tape drive storage device in the management interface Demonstrate the process for adding PresStore Mac OS X backup clients Demonstrate the process for modifying the configured full and incremental backup plans in the management interface Demonstrate the process for meaning me configured in and incremental backup plans in the management Demonstrate the process for creating new full and incremental backup plans in the management interface Demonstrate the process for managing backup media pools in the management interface Demonstrate the process for managing volumes in the management interface Demonstrate the process for manually starting and ending backup jobs in the management interface Demonstrate the process for restoring files from the backup media in the management interface Demonstrate the process for relocating the default backup date set index storage location Demonstrate the location of the PresStore configuration backup

QLogic Fibre Channel Switch

Using the Qlogic Switch Manager software, demonstrate the following: Process for logging into the Switch Manger software and connecting to the designated fabric network Process for viewing zone configuration Process for adding and removing fibre channel ports from a zone Configuring RCSN suppression How to save configuration file from the switch

Customer initials

Promise VTrak In WebPAM ProE, demonstrate the process for: Logging into WebPAM ProE management tool via a web browser Changing the management password Enabling a hot spare drive Restarting and powering off the storage device Viewing the device drive status

Tandberg Fibre Channel Tape Storage Library Demonstrate the process for loading and unloading the tape library magazines Demonstrate the process for loading and unloading individual tape cartridges

Demonstrate the process for using the remote management web interface to detect and verify the tape drive Demonstrate the process for using the remote management web interface to view tape library inventory Demonstrate the process for using the remote management web interface to detect and verify the tape drive(s)

Demonstrate the process for using the remote management web interface to update the tape library firmware Demonstrate the process for using the remote management web interface to configure a tape drive cleaning schedule

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Testing and Verification

Apple Professional Services will work jointly with the customer to test the following items after the installation is complete: Xserve - Initial Configuration

Verify that each server hostname properly matches its fully qualified domain name (FQDN) using both the changeip -checkhostname and host commands

Verify the administrative user is able to do the following both while logged in on the server AND from a remote admin workstation: Successfully view the server status and configuration via the Server Admin application

Successfully view the Xserve hardware health, status and configuration via the Server Monitor application

Verify only allowed users are able to: Access the server via Remote Desktop

Access the server via SSH

Log into the server via Login Window

Xsan Metadata DNS

Verify up to 3 test clients are able to: Resolve non-authoritative DNS requests (i.e. perform a lookup on www.apple.com)

<u>Xsan Primary Metadata Controller</u> Verify the following using Xsan Admin: Administrative user is able to log into the Xsan Admin software and view the Xsan status Xsan volume start successfully Xsan volumes are able to mount on the primary metadata controller Size of the Xsan volumes is consistent with the LUNs added to the volume Ability to copy data to and from the Xsan volume If applicable, verify proper application of the storage quota for up to 5 test users

Xsan Backup Metadata Controller Verify the Xsan volume is able to mount on the backup metadata controller Verify the ability to copy data to and from the Xsan volume Verify proper failover from the Primary Metadata Controller to the Backup Metadata Controller

Xsan Client Verify the fibre channel connection on client matches the expected fibre channel fabric speed Verify the Xsan volume mounts on client Verify the ability to copy data to and from the Xsan volume

Open Directory Master Verify 3 test clients are able to:

Read the attributes for up to 3 test users from the Open Directory domain via the dscl -read command or Workgroup Manager Authenticate up to 3 test users from the Open Directory domain via the dscl -authonly command

Resolve group membership for up to 3 test users from the Open Directory domain via the id command

Obtain Kerberos tickets for up to 3 test users from the Open Directory Domain via the kinit command or Ticket Viewer.app Verify a limited Open Directory administrator has the ability to create/change only records for which it has been granted permissions Verify the correct contents of the Open Directory backup disk image

<u>Open Directory Replica</u> Verify via Server Admin that the slapd (LDAP) and krb5kdc (Kerberos KDC) service are running

Verify the Open Directory Replica IP address(es) appear in the Idapreplicas and passwordserver config records in Open Directory Verify the following for up to 5 Open Directory users when the Open Directory Master and/or Relay is offline:

The server can read the users' attributes via the dscl -read command

The server can authenticate the users via the dscl -authonly command

The server can obtain and destroy Kerberos tickets for the users via the kinit/kdestroy commands or Ticket Viewer.app

Open Directory Integration

Verify 3 test clients are able to resolve group membership for up to 3 test users from the authentication Directory Domain via the id command

Verify, using the ktutil command, that appropriate service principals have been added to the /etc/krb5.keytab file

File Services - General

Confirm that up to 5 test user accounts are able to access the shares from the provided client CPUs with permissions and file system ACLs properly applied to the share(s)

Verify that a user with a valid Kerberos Ticket Granting Ticket (TGT) can access the AFP (Mac OS X) file service without an additional authentication

PresStore Backup Software

Verify a local Mac OS X administrator user account can log in and administer PresStore via the management interface Verify the configured backup plans execute and write a small data set to designated locally-attached tape drive storage device Verify a file in the backup set on the designated locally-attached tape drive storage device can be successfully restored

QLogic Fibre Channel Switch

Customer Initials

Verify the administrative user is able to log into the Switch Manager software via the designated IP address and view the switch status Verify the in-use switch ports show proper status

Verify the RCSN suppression is on for all target ports

Verify the Fibre Channel ports have correct target and initiator settings

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Promise VTrak

Verify the Promise VTrak status can be viewed via WebPAM ProE Verify all configured Promise VTrak LUNs are visible on the target servers via Disk Utility

Tandberg Fibre Channel Tape Storage Library

Verify the Storage Library is visible to the backup server via Apple System Profiler Verify connectivity to the Storage Library using the assigned IP address via the remote management web interface Verify the administrative account access via the remote management web interface Verify the Storage Library can view all loaded tape cartridges via the remote management web interface

Acceptance Criteria for Phase 1

Successful completion of all steps listed under Testing and Verification. (70%)

Phase 2: Mac Pro Custom Image Creation

Apple Professional Services will assist Golden West College in the creation of a single custom Mac OS X 10.6 system image from customerprovided "Perfect Machine."

Exclusions

The following items are specifically excluded from this engagement: • Testing or verification of any existing customer images

- Installation or configuration of any software titles on the custom system images beyond the pre-configured "Perfect Machine"

Custom script creation for post-image actions

Required Inventory for Engagement

The following items must have been received by the customer prior to the start of this phase of the engagement.

Workstations QTY 1 - Mac Pro model system

QTY 3 - Mac Pro client matching the target hardware for the image. To be used for restore testing

Other infrastructure

External Firewire drive(s) capable of storing the custom image (20GB minimum)

Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement: Software

Provide a list of all software, including Free and Open Source software, that will be installed in the image Confirm that no software to be installed is licensed under the GNU Public License Version 3.0 (GPLv3)

Coaching and Mentoring

Apple Professional Services will work jointly with the customer to demonstrate and review the following:

Image Creation Properly creating disk image files (dmg) for testing

Testing and Verification

Apple Professional Services will work jointly with the customer to test the following items after the installation is complete: Confirm the provided test clients are restored properly with the Mac Pro custom Image and can complete testing and verification as per the Domain Logins section of the Phase 1 Testing and Verification

Acceptance Criteria for Phase 2

Completion of a single day of onsite assistance developing and testing a Mac OS X 10.6 System Image. (25%)

Phase 3: Mac Pro Custom Image Deployment

Apple Professional Services will assist Golden West College with the deployment of the Mac Pro custom image created during Phase 2 to (5) client machines.

Exclusions

The following items are specifically excluded from this engagement:

- Custom script creation for post-image actions
 Unboxing of client machines

Required Inventory for Engagement

The following items must have been received by the customer prior to the start of this phase of the engagement.

Workstations

QTY 5 - Mac Pro client matching the target hardware for the image

Other Infrastructure

External Firewire drive(s) with custorn image created during Phase 2

Acceptance Criteria for Phase 3

Successful deployment of the Mac Pro custom image to all (5) client machines. (5%)

Customer Initials

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Apple Initials

Agreement Number 37316

COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF GOLDEN WEST COLLEGE MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred **†**0 as SUPERINTENDENT, and the Coast Community College District, 1370 Adams Avenue, Costa Mesa, California 92626-5429, on behalf of Golden West College, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

Page 1

WHEREAS, the goal of the Medi-Cal Administrative

Attachment 7

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Activities (MAA) Program is to improve the availability and 1 accessibility of Medi-Cal services to Medi-Cal eligible and 2 their families where potentially eligible individuals, and 3 appropriate, served by the SUPERINTENDENT and participating LEA'S; 4 anđ 5

6 WHEREAS, DISTRICT is providing Medi-Cal Administrative 7 Activities and wishes to participate in the Medi-Cal Administrative 8 Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:
10 <u>TERM</u>. The term of this AGREEMENT shall be for a period of one
(1) year commencing on July 1, 2011, and ending on June 30, 2012,
subject to termination as set forth in this AGREEMENT.

- 13 2.0 <u>RESPONSIBILITIES OF SUPERINTENDENT</u>.
- 14a. Certify to the STATE the amount of DISTRICT'S general15funds or any other funds allowed under federal law and16regulation expended on the allowable "Program17activities".
 - b. Certify to the STATE the availability and expenditure of one hundred percent (100%) of the non-federal cost of performing Program activities.
- c. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for federal financial participation for that fiscal year.

d. Act as liaison between STATE and DISTRICT.

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e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Committee meetings and MAA Program work groups.

f. As mandated by STATE, attend STATE trainings.

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g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings and trainings.

- h. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.
- i. On behalf of STATE, provide Program technical assistance.
- j. Review time survey trainings conducted by or for the DISTRICT.
- k. Review DISTRICT'S quarterly time survey forms for accuracy and completeness and request corrections if necessary.
- A. Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.
 - m. Review corrected documents for compliance with rules and regulations related to time surveys and fiscal reports; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.
 - n. Provide DISTRICT with statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process information upon request.

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O. Review and submit the detailed quarterly invoice with Claiming Unit Functions Grid to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE.

- p. Monitor compliance of DISTRICT with all Federal, State, and SUPERINTENDENT'S PROGRAM requirements.
- q. Review DISTRICT'S Operational Plan Audit/File at least once every three (3) years.
 - r. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

15 3.0 . <u>RESPONSIBILITIES OF DISTRICT</u>.

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- a. Assess MAA claiming potential within the DISTRICT and determine which staff will participate in the time survey and what direct charges, if applicable, will be claimed.
 - b. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".
 - c. Comply fully with all Title XIX Federal, State, and SUPERINTENDENT'S Program requirements.

d. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

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- e. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for federal financial participation for that fiscal year.
- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor.
- g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
- Adhere to timelines established by h. the STATE anđ SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond timely manner all STATE in а to and SUPERINTENDENT requests for information and documentation.
 - i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
 - j. Work with SUPERINTENDENT to resolve any outstanding matters.
 - k. Appeal SUPERINTENDENT decision through the statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process if necessary.

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Conduct time survey trainings for all DISTRICT survey
 participants.

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- m. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- n. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
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 o. Ensure that Time Surveys needing correction are

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 corrected prior to inclusion in the MAA quarterly

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 invoice.
 - p. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.

q. Develop and maintain an Operational Plan/Audit File to include at a minimum the following:

- Training materials and original attendance sheets
- Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
- Time certification and supporting documentation for direct charge staff
- Claiming Unit Functions Grids
- Position Descriptions/Duty Statements
- Medi-Cal Percentage documentation
- Invoice documents and supporting documentation
- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

r. Prepare and certify school-based MAA Invoices and Claiming Unit Functions Grids in conformance with STATE requirements.

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- s. Submit quarterly claim to SUPERINTENDENT within twelve(12) months following the end of the quarter.
- t. Provide SUPERINTENDENT with copies of MAA invoice supporting documentation upon request.
- Maintain Program claim documentation for a period of not u. less than three (3) years after the guarterly invoice payment is received. If an audit is in progress, all records relevant to the audit shall be retained until completion of the audit or final resolution, whichever is later. Such documentation shall be subject, at all reasonable times, to inspection and/or audit by the CMS or other Federal agencies, STATE, and/or SUPERINTENDENT. 1.1 W. In the event an Invoice/Claiming Unit Functions Grid is revised or is disallowed by STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed Invoice/Claiming Unit Functions Grid.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any federal disallowance of MAA claim payments made to DISTRICT by the STATE.

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- y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to MAA Program administration and fiscal issues.
- z. Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S Medi-Cal Administrative Activities (MAA) District Information 2011/2012 form, Appendix "A", attached hereto and incorporated by reference herein.

DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of 4.09 3.0 of this in Section DISTRICT'S responsibilities outlined 10 AGREEMENT and after SUPERINTENDENT has received reimbursement from 11 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT 12 shall convey to DISTRICT by warrant, all funds received on behalf of 13 DISTRICT from the STATE less any amount due the SUPERINTENDENT and 14 STATE as determined in Section 5.0 below. No funds will be conveyed 15 to DISTRICT for invoices that have been revised or disallowed by the 16 Payment to DISTRICT shall be made within forty-five (45) STATE. 17 days of receipt and reconciliation of STATE funds by SUPERINTENDENT. 18

5.0 FEE SCHEDULE.

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Annual STATE Participation Fee. SUPERINTENDENT will be Α. responsible for DISTRICT share of the STATE Participation Fee, which is based on the STATE'S cost for administering the MAA claiming process. In the event that the STATE costs for the 2011/2012 fiscal contracted with the STATE costs the amount of vear exceed SUPERINTENDENT for the 2010/2011 fiscal year, SUPERINTENDENT will

1 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S 2 share of the STATE Participation Fee increase.

3 Β. SUPERINTENDENT'S Administrative Support After Fees. 4 SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to 5 DISTRICT an amount equal to the Federal share of cost received as 6 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a 7 four and a half percent (4 1/2%) fee per quarterly claim which will 8 be used to support SUPERINTENDENT'S MAA administration.

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C. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

INDEPENDENT CONTRACTOR. 6.0 SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her 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 1 Compensation Workers' or 2 limited to, State Unemployment Compensation. SUPERINTENDENT assumes full responsibility for the 3 acts and/or omissions of his/her employees or agents as they relate 4 to the services to be provided under this AGREEMENT. SUPERINTENDENT 5 shall assume full responsibility for payment of all federal, state 6 and local taxes or contributions, including unemployment insurance, 7 social security and income taxes with respect to SUPERINTENDENT'S 8 employees. . 9

DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times 7.0 10 enforce appropriate discipline and good order among its employees 11 and shall not knowingly employ any unfit person or anyone not 12 skilled in providing the services required under this AGREEMENT. 13 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S 14 incompetent, unfit, intemperate, troublesome or opinion, is 15 otherwise undesirable shall be excluded from providing services 16 under this AGREEMENT and shall not again provide services except 17 with written consent of DISTRICT. 18

8.0 COPYRIGHT.

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A. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of 22 Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, 24including the right to secure and maintain the copyright, trademark 1 and/or patent all forms and related instructional materials
2 developed under this AGREEMENT.

9.0 HOLD HARMLESS.

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SUPERINTENDENT hereby agrees to indemnify, defend, and hold 4 Α. harmless DISTRICT, its Governing Board, and its officers, agents, 5 and employees from liability and claims of liability for bodily 6 injury, personal injury, sickness, disease, or death of any person 7 or persons, or damage to any property, real, personal, tangible or 8 intangible, arising out of the negligent acts or omissions of 9 employees, agents or officers of SUPERINTENDENT or the Orange County 10 Board of Education during the term of this AGREEMENT. 11

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

10.0 <u>CONFIDENTIALITY</u>.

A. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable federal and/or state laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

DISTRICT understands and agrees to take all reasonable Β. 5 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S 6 agents' proprietary data provided for purposes of this AGREEMENT 7 related specifications, file hereinafter defined as; data 8 instructions, management reports, training materials, plans or other 9 information relating to the performance of SUPERINTENDENT'S agents 10 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant 11 to this AGREEMENT. DISTRICT shall not during or after the term of 12 this AGREEMENT, permit the copying, duplication, or use of any of 13 SUPERINTENDENT'S agents' proprietary data by or to any person other 14 than authorized employees, agents or representatives of DISTRICT. 15

11.0 <u>ACCURACY OF INFORMATION</u>. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder.

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24 12.0 <u>LIMITATION OF LIABILITY</u>. SUPERINTENDENT shall not be liable 24 for damages or losses to DISTRICT employees, agents, independent 25 contractors or students relating to lost medical services or lost

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data under this AGREEMENT. SUPERINTENDENT shall not be liable for
any sums DISTRICT does not obtain in reimbursement from the STATE,
or for any incidental, indirect, special or consequential damages to
DISTRICT arising from the denial of any request for reimbursement
from the STATE.

6 13.0 <u>ASSIGNMENT</u>. The obligations of the DISTRICT pursuant to this 7 AGREEMENT shall not be assigned by the DISTRICT without prior 8 written approval of SUPERINTENDENT.

14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein 9 must meet the approval of the DISTRICT and shall be subject to the 10 DISTRICT'S general right of inspection to secure the satisfactory 11 completion thereof. SUPERINTENDENT and DISTRICT agree to comply 12 with all federal, state and local laws, rules, regulations and 13 ordinances that are now or may in the future become applicable to 14 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in 15 operations covered by this AGREEMENT or accruing out of the 16 performance of such operations. 17

15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, 18 SUPERINTENDENT and DISTRICT agree that they shall not engage nor 19 employ any unlawful discriminatory practices in employment of 20 personnel or in any other respect on the basis of sex, race, color, 21 ethnicity, national origin, ancestry, religion, age, martial status, 22 medical condition, sexual orientation, physical or mental disability 23 or any other protected group in accordance with the requirements of 24 all applicable Federal or State law. 25

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In the interest of public health, 16.0 TOBACCO USE POLICY. 1 SUPERINTENDENT provides a tobacco-free environment. Smoking or the 2 use of any tobacco products are prohibited in buildings and 3 vehicles, and on any property owned, leased or contracted for by the 4 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure 5 to abide with conditions of this policy could result in the 6 termination of this AGREEMENT. 7

8 17.0 <u>TERMINATION</u>. SUPERINTENDENT or DISTRICT may, at any time, with 9 or without cause, terminate this AGREEMENT with the giving of thirty 10 (30) days prior written notice to the other party.

All notices or demands to be given under this 18.0 NOTICE. 11 AGREEMENT by either party to the other shall be in writing and given 12 either by: (a) personal service or (b) by U.S. Mail, mailed either 13 by registered or certified mail, return receipt requested, with 14 postage prepaid. Service shall be considered given when received if 15 personally served or if mailed on the third day after deposit in any 16 U.S. Post Office. The address to which notices or demands may be 17 given by either party may be changed by written notice given in 18 accordance with the notice provisions of this section. As of the 19 date of this AGREEMENT, the addresses of the parties are as follows: 20 DISTRICT: Coast Community College District on behalf of Golden West College 21 15744 Golden West Street 1370 Adams Avenue Huntington Beach, CA 92647 Costa Mesa, CA 92626-5429 22 Attn: 23 1111 24 1111

1 SUPERINTENDENT: Orange County Superintendent of Schools 2 200 Kalmus Drive P.O. Box 9050 3 Costa Mesa, California 92628-9050 Attn: Patricia McCaughey

⁴ 19.0 <u>NON WAIVER</u>. The failure of SUPERINTENDENT or DISTRICT to seek ⁵ redress for violation of, or to insist upon, the strict performance ⁶ of any term or condition of this AGREEMENT shall not be deemed a ⁷ waiver by that party of such term or condition, or prevent a ⁸ subsequent similar act from again constituting a violation of such ⁹ term or condition.

10 20.0 <u>SEVERABILITY</u>. If any term, condition or provision of this 11 AGREEMENT is held by a court of competent jurisdiction to be 12 invalid, void, or unenforceable, the remaining provisions will 13 nevertheless continue in full force and effect, and shall not be 14 affected, impaired or invalidated in any way.

15 21.0 <u>GOVERNING LAW</u>. The terms and conditions of this AGREEMENT 16 shall be governed by the laws of the State of California with venue 17 in Orange County, California.

18 22.0 <u>ENTIRE AGREEMENT/AMENDMENT</u>. This AGREEMENT and any exhibits 19 attached hereto constitute the entire agreement among the Parties to 20 it and supercedes any prior or contemporaneous understanding or 21 agreement with respect to the services contemplated, and may be 22 amended only by a written amendment executed by both Parties to the 23 AGREEMENT.

24 ////

25 ////

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1	IN WITNESS WHEREOF, the Parti	es hereto set their hands.
2	DISTRICT: COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF GOLDEN WEST	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
3	COLLEGE	By. Jahum Mc Cuud
4	BY: Authorized Signature	BY:Authorized Signature
5	PRINTED NAME:	PRINTED NAME: Patricia McCaughey
6	TITLE:	TITLE: Coordinator
7	DATE:	DATE: September 9, 2011
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12	Golden West College-MAA(37316)12 Zip4	
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COAST COMMUNITY COLLEGE DISTRICT ORANGE COUNTY ONE-STOP CENTER WORK EXPERIENCE CONTRACT

5405 Garden Grove Blvd., Suite 100 Westminster, CA 92683 714-241-4900 - Fax: 714-241-4980

1.	Participant Name:			2. Region:	
3.	Worksite Name:			4. Federal I	.D.#:
5.	Worksite Address:			6. Worksite	Tel #:
				7. Worksite	Fax #
8.	One-Stop Representative:	· · · · · · · · · · · · · · · · · · ·			
9.	Type of Industry/Business:				
10.	O-NET Job Title:		11. O-NET Code:		
12.	The WEX will commence on:		·····	and end on:	
13.	The total number of WEX hours :				
14.	Wage:				
15.	Employer Holidays:				
	New Year's Day DAL Kin Labor Day Columbus Christmas Day Employee	Day 🗌 Vete	ran's Day 🛛 🗍 Th	emorial Day	Independence Day Day After Thanksgiving
16.	Projected Hours Per Month:				
	JanuaryFebrua JulyAugus	•	April October	May November	June December

The Parties agree to all activities to be conducted under the terms of this Contract and the attached Assignment Description. The WEX Agreement shall be governed by the Workforce Investment Act, applicable WIA Regulations, including amendments or revisions.

Company:		
	Authorized Signature	Date
	Print Name	Title
One-Stop:		
	Representative Signature	Date
	Print Name	Title

Attachment 8

ASSURANCES FOR WORK STATEMENT

- 1. The intent of the Work Experience Program is to develop employable work skills and basic work habits leading to career exploration and the unsubsidized employment of participants.
- 2. The parties shall conform to the rules and review all activities relating to this memorandum by authorized officials of the grantee, the Orange County Workforce Investment Agency and the United Stated Department of Labor.
- 3. During the activity, the Worksite shall insure that:
 - a. The participant receives appropriate and adequate supervision.
 - b. Adequate measures shall be taken to insure accountability for participant time and attendance. The Worksite Supervisor will assure proper signature and submit the participant's time card as required.
 - c. The participants are fully oriented to all safety instructions and that they are provided with all equipment necessary for reasonable protection against injury and damage.
 - d. The Worksite will agree to notify the One-Stop Staff immediately of any problems concerning the participant's attendance, performance, and safety.
 - e. The participant is oriented to the rules of conduct expected of all employees.
- 4. Participants shall be allowed release time for counseling, skill/remedial education, and other activities when requested by One-Stop Staff.
- 5. The Worksite shall permit inspection and review of all activities relating to this memorandum by authorized Officials of One-Stop Staff, the Orange County Workforce Investment Agency and the United States Department of Labor.
- 6. All parties shall conform to appropriate complaint procedures adhered to by One-Stop Staff.
- 7. Maintenance of Effort
 - a. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wage, or other employment benefits.
 - b. No participant shall be employed or job opening filled: 1) When any other individual is on layoff from the same or substantially equivalent job; or 2) When the employer has terminated the employment of any regular employee or otherwise reduced workforce with intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act.
- 8. In the event of non-adherence to the above assurances, all involvement of the participant may be terminated.

Сотрапу	/.		
	Authorized Signature	Date	
	Print Name	Title	
One-Stop	:Authorized Signature	Date	
	Print Name	Title	

Coast Community College District Orange County One-Stop Center WEX Program

Assignment Description

Tasks to be Performed	Percent of Time on Task
· · · · · · · · · · · · · · · · · · ·	
Total	100%

Training Objectives:

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The above sets forth an agreement between Coast Community College District - Orange County One-Stop Center Staff, the WEX Participant, and the Company Supervisor. Please sign to acknowledge and approve the listed tasks to be performed.

Company Signature	Date
Participant Signature	Date
One-Stop Staff Signature	Date

WEX Program Agreement

	been informed about the WEX program. I understand and rt the recommended goals, outcomes, and/or services.
I agree	e to keep in contact with my case manager on a regular basis.
and m	erstand that I will start the WEX assignment on y first pay check will be distributed approximately two as after my start date. My first pay check will be on

Client Signature:

Case Manager: _____

		ORAN	IGE COUNTY O	College distric NE-STOP CENTER NING CONTRACT						
	5405 Garden Grove Blvd., Suite 100 Westminster, CA 92683 714-241-4900 – Fax: 714-241-4980									
1.	Customer Name:				2	2. Region:				
3.	Employer Name:		4. Federal I.D.#:							
	Corporation	Partnership 🗌 Sole Proprietorship 🔲 Other: 🔲 (c) SLOT CODE:								
5.	Employer Address:				6. Emplo	yer Tel #:				
	-				7. Emplo	oyer Fax #:				
8.	One-Stop Representati	ve:								
9.	Type of Industry/Busin					ber of Employees:				
11.	Workers Compensation	n Carrier/Policy Numb	er:	<u></u>						
12.	Liability Insurance Car	rrier/Policy Number:								
13.	O-NET Job Title:		1	4. O-NET Code:						
15.	The OJT will commen	ce on:			and en	d on:				
16.	The total number of O.	IT hours is:								
17.	Contract Duration									
	Starting Hourly Wage And Increases	# of Hours This Wage Per Each Level	Total \$ Amount	Begins & Ends Date (This Wage)	Ar	nount of Reimbursement (Not to exceed 50%)				
	Starting Wage:				\$					
	Increase: \$				\$					
	Increase: \$				\$					
18.	Total Contract Amou	nt: S		•	F					
19.	Will employer requi	re classroom training?	YES	NO	If yes,	complete the following:				
Class	sroom Training Costs: \$	· · · · · · · · · · · · · · · · · · ·	Classr	oom Hours:						
20.	Employer Holidays: New Year's Day Labor Day Christmas Day	M. L. King Day Columbus Day Employee Birthday	 Presidents Veteran's Other 		rial Day sgiving	 Independence Day Day After Thanksgiving 				
21.	Projected Hours Per M				• •	_				
	January July	February August	MarchSeptember	AprilOctober	May Novem	June berDecember				

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Attachment 9

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The Parties agree to all activities to be conducted under the terms of this Contract, the General Provisions and the attached Training Outline. The OJT Agreement shall be governed by the Workforce Investment Act, applicable WIA Regulations, including amendments or revisions.

Employer:

Authorized Signature and Date

Employer:

Alternate Authorized Employer Representative Signature and Date

CCCD:

Representative Signature and Date

Print Name and Title

Print Name and Title

C.M. Brahmbhatt Vice Chancellor, Admin. Services

Print Name and Title

GENERAL PROVISIONS

This Agreement covering On-the-Job-Training provisions is made and entered into this _ day of _ _, by and between Coast Community College District/ Orange County One-Stop Center, hereinafter called the "One-Stop" and ______, hereinafter called the "Employer".

- 1. <u>OJT DEFINITION/EMPLOYER WILL HIRE, TRAIN AND COMMIT TO RETAIN</u>: The Employer will provide all necessary instruction, equipment, materials, and post-evaluation identified in the OJT Training Plan. The Employer agrees that upon successful completion of the OJT and OJT Training Plan, the trainee will continue to be employed as a regular full time employee and as a regular member of the Employer's workforce. If the trainee's work performance is unsatisfactory during the term of the OJT Contract, the Employer agrees to notify One-Stop at least five days prior to termination. The Employer agrees to provide specific information to the One-Stop of any problem(s) or reason(s) for intended termination and agrees to allow One-Stop to correct or mediate the matter. In the event of dismissal for serious violation of Employer policies, insubordination, co-worker conflicts or other just cause the Employer must notify the One-Stop within 24 hours of the dismissal.
- <u>PAYMENTS</u>: The Employer agrees to submit the OJT Reimbursement Invoice to One-Stop for training costs in an amount not to
 exceed the maximum amount payable on the contract. Reimbursement payments cannot be made for overtime hours, vacation,
 sick leave, holidays not worked, fringe benefits, shift differential, retirement benefits or any other non-work time. The final
 reimbursement must be submitted to the One-Stop within 30 days after the end of this contract.
- 3. <u>TRAINEE ELIGIBILITY</u>: The trainee must not: a) possess the skills listed in the OJT Training Plan, b) have been hired, been offered employment or begun employment with the Employer prior to the development or signing of the Contract and or the General Provisions, c) have been employed previously by the Employer, or d) be a member of the Employer's immediate family, which shall include: wife, husband, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, step-parent, or step-child.
- 4. <u>MAINTENANCE OF EFFORT AND LAYOFFS/RELOCATING ESTABLISHMENT/UNION AGREEMENTS</u>: No currently employed worker of the Employer shall be displaced by the trainee (including partial displacements, such as reduction in the hours of non-overtime work, wages or employment benefits), nor shall the trainee be employed in a job opening when any other individual is on layoff from the same or any substantially equivalent job or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the trainee. The hiring of the trainee under this contract may not infringe upon the promotional opportunities of currently employed individuals.

The Employer agrees that this agreement shall not impair existing or future collective bargaining agreements. The Employer also agrees that the trainee will not replace employees of the Employer who are not employed because of a labor dispute. The Employer further agrees to notify the **One-Stop** if a labor dispute occurs during the term of this Contract. No actions under the agreements, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the labor organization and Employer concerned.

- 5. <u>RECORDS RETENTION/MONITORING AND AUDIT</u>: The Employer agrees to maintain all records pertinent to this agreement including accurate daily time and attendance records showing hours worked and payroll records showing all deductions and wages paid for a period of three years from the date of the final invoice of this contract or until all audits are complete and findings on all claims have been finally resolved. In the event that the Employer is unable to retain these records, such records shall be transmitted to the One-Stop for acceptance and filing in acceptable condition for storage. The Employer agrees that One-Stop, and or authorized Local, State, or Federal representative(s) have the right to periodically monitor on-site, to assure the validity and propriety of amounts claimed for reimbursement. The Employer further agrees that the payroll and time sheets and attendance records substantiate these claims: and that training is being provided as specified in the OJT Training Plan. This right also includes reasonable and timely access to personnel for the purpose of interviews and discussion related to the records of the OJT Contract. The Employer further agrees to comply and cooperate with all audit surveys, audits, and/or requests by the State of California Department of Labor to secure an audit or an audit waiver in compliance with Public Law 97-300, Section 164 or Single Audit Act. Failure to comply with this section may result in a finding requiring the Employer to return the training reimbursement.
- 6. <u>INSURANCE AND BONDING</u>: The Employer agrees to provide Worker's Compensation and Liability Insurance coverage, automobile insurance if job training includes driving and bonding (if applicable) for the employee covered in this OJT Contract. The Employer agrees to obtain and keep in force during the term of this agreement a policy of; or be self insured for, comprehensive public liability insurance insuring the State of California, the Coast Community College District, the Employer and the OJT trainee against any liability for accidents, injury, or death arising out of or in consequence of this Agreement.
- 7. <u>TRAINEE WAGES:</u> The OJT trainee shall be compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees, but in no event less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable State or Local minimum wage laws. These wages are to be paid through the Employer's normal and customary pay procedures. Wages do not include tips or commissions for the purposes of this agreement. Employer agrees to be solely responsible for the trainee's payroll taxes.
- 8. <u>TECHNICAL ASSISTANCE/FOLLOW UP:</u> The One-Stop will provide assistance to both the Employer and the trainee throughout the OJT Contract term. The One-Stop shall provide follow-up assistance after the completion of training. The One-Stop will make

periodic visits as needed for the purpose of assisting the trainee and the Employer with any identified barriers to successful completion of the OJT Contract.

- 9. <u>EEO/AFFIRMATIVE ACTION</u>: No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Condition (ARC), political affiliation of belief, or solely because of his/her status as a trainee under this Agreement. The Employer agrees to comply with the California Fair Employment and Housing Act and all applicable Federal, State, and local laws including requirements of the Americans with Disabilities Act.
- 10. <u>HEALTH AND SAFETY:</u> The Employer agrees to provide a healthy and safe work environment and agrees to maintain the training site in full compliance with the CAL/OSHA Regulations.
- 11. <u>SECTARIAN/POLITICAL ACTIVITIES PROHIBITED</u>: The Employer certifies that funds provided in accordance with this Agreement shall not be used to provide for the advancement of or aid to any religious sect, church or creed, or sectarian purpose nor will such funds be used to help support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination, as specified by Article XVI, Section 5, of the California Constitution, regarding use of public funds for sectarian purposes. The Employer agrees to the requirement that no funds received under this Agreement may be used to promote political activities.
- 12. <u>TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE</u>; Failure on the part of the Employer to comply with any of the terms and conditions of this Agreement shall constitute grounds for immediate cancellation of this OJT Agreement.
- 13. FUNDING SOURCE: Employer reimbursement is contingent upon funding of the One-Stop by the State of California WIA.
- 14. <u>HOLD HARMLESS:</u> The Employer shall hold the One-Stop, Coast Community College District, its Board of Trustees, and its officers, its employees, and funding sources harmless for any and all liabilities and claims of any kind, including costs and expenses, on account of any suits or damages, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Employer, his agents, representatives of or employees. The Employer shall assume full liability for any adverse judgments (including back pay judgments) emanating from a complaint or non-compliance or fraud, negligence, or abuse found against the employer.
- 15. <u>EMPLOYER ASSURANCE:</u> In the event the OJT customer was previously employed or is currently employed by the Employer of Record, the Employer assures that 1) the OJT customer was not previously laid-off and subsequently recalled/rehired and, 2) the training under the OJT Contract will result in the acquisition of new skills and higher pay.
- 16. <u>DELEGATIONS/SUBCONTRACT:</u> The Employer shall not subcontract or assign training duties to other entities under this Agreement.

I have read and received a copy of the General Provisions and I fully understand and agree to abide by these provisions and the terms of the OJT Agreement. The information I have provided to the One-Stop is true and correct to the best of my knowledge.

One-Stop Representative Name (Print)		Employer Representative Name (Print)				
One-Stop Representative Signature	Date	Employer Representative Signature	Date			
Title		Title				

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TIMECARD

4.

Name: Company Name: Start/End Date:

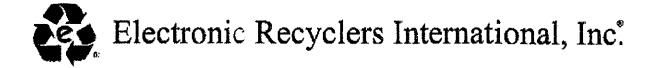
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	31. A.S.										

Supervisor's Initial:

* * *



September 23, 2011

Mr. Jerry Patterson Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626

Dear Mr. Patterson,

As you know, the Electronics Recycling Service Agreement, dated October 1, 2010 (the Agreement), by and between Coast Community College District ("Company), and Electronic Recyclers International, Inc. ("Contractor") expires on September 30, 2011.

This letter shall acknowledge the agreement of the parties to the extension of the term of the Agreement for an additional one (1) (month/day) period beginning on October 1, 2011 and ending on October 31, 2011 (the "Extension Period"). In addition, the parties to the Agreement hereby agree that the price of all covered CEW Material (CRT Material, LCD monitors/laptops, Plasma/LCD television) shall be \$0.16/lb. during the Extension Period. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect during the Extension Period without any modification, amendment or change.

Please signify your agreement to and acceptance of the foregoing by signing in the space provided below.

Sincerely

Electronic Recyclers International, Inc.

AGREED TO AND ACCEPTED:

Ву:		
Name:	 	
lts:		

Date of Execution

Attachment 10

toll free: 1.800.884.8466 fax: 559.442.3999 2860 S. East Ave, Fresno, CA 93725 www.electronicrecyclers.com

Serving Life's Recycling Needs[™]

PRINTED WITH SOY INK ON 100% POSTCONSUMER PAPER.

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COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and <u>Raubolt Consulting Services, Inc.</u> ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for <u>assessment of</u> the current state of the District's IT departments and benchmark criteria ______, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and 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. INDEPENDENT CONTACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [*Initial if applicable* ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Fourteen Thousand Four Hundred Dollars (\$ 14,400). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: guaranteed rate of \$160.00 per hour, not to exceed 90 hours.

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

ARTICLE III <u>TERM, TERMINATION</u>

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about October 6, 2011. All SERVICES shall be completed by no later than December 31, 2011 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with <u>or</u> without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S 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. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. 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 even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR 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.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT 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.

9. 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:

Attn: Vice President Administrative Services

, CA

Copy to:

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

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

Dated:

[Name]	Jack Raubolt	
[Title]	Senior Consultant	
Social Security	No. or Federal ID No.	20-3479192
Dated:	-	

TO INDEPENDENT CONSULTANT

Raubolt Consulting Services, Inc.		
Attn:	Jack Raubolt	
[ADDRESS])	1039 Seashell Court	
Ontario, CA. 91762		

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for DISTRICT:

Benchmark delivery of services with comparable community college districts

The consultant will work with a project team from the Coast information technology departments to review services and the criteria to benchmark. Using the benchmark criteria, the Coast service levels and staffing information will be compared to five to seven equivalent districts.

Tasks:

- Create and lead a `project team'; I recommend one representative from each of the major information technology centers. Suggested members: Consultant; Administrative Director, DIS; Administrative Director, Technology Support Services, Goldenwest/Coastline; Senior Director College Information Technology, OCC.
 - o The Coast project team members will be responsible for:
 - reviewing the comparison criteria,
 - gathering the criteria information from the Coast sites,
 - reviewing and commenting on the results from the benchmark Districts.
 - This activity will be done in two meetings and E-mail follow-up. Approximate time commitment for each Coast team members is 20 hours.
- Create a template of services and criteria to be reviewed by the project team and approved by President's Counsel (PC).
 - This activity will start at notice to proceed. It will take about one week to develop and meet with the project team for review.
- Invite Contra Costa, Foothill De-Anza, Kern, North Orange, Rancho Santiago, Riverside and Ventura CCD's to participate as selected benchmark districts.
 - o This activity will start at notice to proceed.
- Project status to PC including benchmark criteria for approval.
 - Meeting will take place approximately two weeks after notice to proceed.
- Conduct benchmark surveys with selected districts and follow-up.
 - Approximate time frame two weeks from approval of criteria.
- Complete benchmark summary including:
 - analyzing the data,
 - additional clarifications from the benchmarked districts,
 - forming opinions and recommendations as needed.
 - Approximately two week to complete.
- Present conclusions to the project team for review and comment.
 - Summary will be distributed to project team by e-mail prior to meeting.
 - This activity will start as soon as the summary is completed.
 - Approximate time frame one week.
- Present conclusions including comments from the project team to the PC.
 - Project team comments will be summarized.
 - Draft report will be written.
 - o Approximate time frame one week.
- Final Summary report delivered.
 - o Approximate time frame one week.

R/S Independent Contractor Agreement 2009 JL (Attachment 1) (Attachment 2 is Completed W-9 Form) (Attachment 3 is Alternate Insurance Requirements)

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Scholarship Application by CommunityForce License Agreement

This License Agreement ("Agreement") is entered on October 7th, 2011, between <u>CommunityForce Inc</u>. ("Licensor"), a <u>Florida</u> incorporated company located at <u>11800</u> <u>Sunrise Valley Dr., Suite 317, Reston, VA 20191</u> and <u>Coast Community College District</u>, ("Client") located at <u>15744 Goldenwest Street</u>, <u>Huntington Beach</u>, <u>CA 92647-2748</u>, for purposes of providing Client with Licensed access to <u>Scholarship and Grants Applications</u> <u>by CommunityForce</u>.

RECITALS

Whereas, Scholarship and Grants Applications by CommunityForce (the "Software") are feature rich web-based software applications that automate Scholarship and Grant Applications, Reporting and Committee Review Processes within an organization; and

Whereas, Licensor desires to License the Software to Client; and

Whereas, Client desires to License the Software from Licensor; and

Whereas, Client desires to obtain certain customization and consultancy services from Licensor;

NOW, THEREFORE, the Parties promise and covenant as follows:

1. Definitions.

"Administrator" means one or more Users authorized by Licensor to have administrative rights on behalf of Client. An Administrator will generally have capacity to add or delete other Users and to assign pre-defined permissions to each User that authorize or restrict the features to which each User will have access.

"Client Affiliate" means a subsidiary of Client, a partner of Client, or a joint venture of Client, or any other entity that consolidates some or all of its income or sales with Client for purposes of Client's obligation to report income tax or sales tax to a federal, state, or local government.

"Client Data" means information entered into the Software by or on behalf of the Client, which the Software would normally be expected to utilize in performance of its essential functions. Client shall retain ownership of Client Data including the Online Scholarship and Grant application form(s) and related information; and shall have full access to Client Data through a tool in the Software at all times, including the ability to download a full file of Client Data.

"Software" means the Scholarship and Grants Applications by CommunityForce, web-based applications developed and hosted by Licensor, and which are accessible by authorized licensees who possess an authorized user name and password combination. "User" means a person assigned a unique User Name together with a Password, issued by or with approval of Client. A User will generally have access to such features of the Software as permitted by the Administrator. A person may have more than one User Name. The Client is responsible for managing its User Names and deleting User Names when appropriate.

2. **Grant of License.** Licensor hereby grants to Client a limited non-exclusive License to use and access the Software under the terms set forth herein.

3. Limitations on Use or Transfer. This License granted hereby is issued to Client only. Use of this License is limited to the Scholarship and Grant related affairs of Client. Users shall be employees, scholarship and grant applicants or agents of Client or its Client Affiliates. Client and its Client Affiliates shall have no authority to transfer or assign this License for use other than as specified herein. Upon Client's sale or divestiture of any Client Affiliate (or any other transaction by which an entity or line of business ceases to meet the definition of Client Affiliate), the License granted hereby shall cease to be used on behalf of the former Client Affiliate.

4. Term of License.

A. This License commences upon the Effective Date, terminates one (1) year from the Effective Date, and shall continue thereafter from year-to-year while Client's account remains in good standing unless Terminated as set forth herein.

B. The License will Terminate if Client fails timely to pay any Scheduled Fee when due. See **Exhibit A** for Scheduled Fees. Licensor reserves the right to disable Client's User Names and Passwords for non-payment of any Scheduled Fee.

C. Licensor may declare this License Terminated upon occurrence of any material breach of this Agreement by Client or any Client Affiliate. Upon declaration of such breach, Licensor reserves the right to disable Client's User Names and Passwords pending cure by Client or other resolution to which the Parties may agree.

D. Upon the merger, consolidation, or sale of Client, in which Client is not the surviving and controlling entity, Licensor or the Client shall have mutual rights to Terminate this License upon the effective date of such merger, consolidation or sale has occurred, or at any date thereafter that Licensor receives actual notice of such a merger, consolidation, or sale.

E. Licensor shall also have the right to Terminate this License for its convenience, provided Licensor gives Client at least six (6) months notice of intent to do so. If Terminated for Licensor's convenience, Licensor will provide Client at the end of the Term (or then-current Renewal Term, as applicable) with a copy of all Client Data including the Online Scholarship and Grant application form(s) and related information stored in the Software, in an electronic format that is acceptable to Client, upon expiration of the License.

Initials _

F. Upon any termination or expiration of this Agreement, Licensor will provide Client with a copy of all Client Data including the Online Scholarship and Grant application form(s) and related information as stored in the Software in the format reasonably requested by Client within ten (10) business days and shall provide Client with a refund in an amount equal to the annual license fee prorated for the time remaining in the term of the License as of the date of termination.

G. Licensor shall be authorized to purge all Client Data thirty (30) days following Termination of this License, provided however that Licensor shall have previously provided such Client Data to Client pursuant to subsection 1(E) above.

H. Client may terminate this License at any time, with 30 days written notice to Licensor.

5. Ownership; Changes to Software.

A. Client shall retain ownership of Client Data including the Online Scholarship and Grant application form(s) and related information; and shall have full access to Client Data through a tool in the Software at all times, including the ability to download a full file of Client Data. Licensor shall have the right to access Client Data as reasonably necessary when the Client requests assistance and/or to make repairs necessary to the integrity of the Software.

B. Licensor owns all proprietary rights, including copyrights, patents and trade secrets, in and to the Software. This Agreement does not transfer ownership of any of these rights.

C. Licensor owns the trademark for the brand name CommunityForce and associated graphic logo. This Agreement does not transfer ownership of any of these rights. Client shall not reference the CommunityForce brand name or graphic logo in its marketing, investor relations, or other publications without Licensor's prior written permission.

D. Licensor shall have the right to modify the Software periodically (such as version updates for cosmetic enhancement, feature enhancement, or patch-fixes) as the same is generally available for licensure by Licensor's other customers. All such modifications shall deemed part of the Software. Licensor will consult from time to time with Client regarding Licensor's roadmap for future improvements to the Software and Licensor will give reasonable consideration to Client's suggestions for additions or changes to the roadmap.

E. Client shall not decompile, disassemble or otherwise reverse engineer the Software or cause others to do so. Client shall not modify or cause others to modify the Software, without the prior written consent of Licensor, which consent may be withheld for any reason and/or conditioned upon appropriate agreements to protect Licensor's ownership of the Software and modifications. Customization if sought currently shall be in accordance with **Exhibit B** (Consulting Addendum).

F. Client will immediately notify Licensor of any infringement or attempted infringement of Licensor's rights of which Client becomes aware. Client will affirmatively cooperate with Licensor in any legal or equitable action that Licensor may undertake to protect any of Licensor's rights in connection with the Software.

6. Responsibility for Data.

A. Licensor shall use commercially reasonable efforts consistent with industry best practices to encrypt, backup, and otherwise protect the confidentiality and integrity of Client Data. Licensor shall use commercially reasonable efforts to assure substantial uptime to the servers that Licensor maintains to host the Software and Client Data. Licensor shall endeavor to perform non-emergency maintenance outside of normal business hours.

B. Client understands that web-based access to the Software may be limited by factors beyond Licensor's control, such as internet congestion, power outages, acts of war, and acts of God.

C. Client shall be solely responsible for loss of Client Data due to User error or User malice, including but not limited to loss relating to a User's intentional or unintentional introduction into or through the Software of viruses, worms, or any other contaminating or destructive code. Client shall use commercially reasonable efforts to safeguard Administrator Names and Passwords; and Client shall instruct its Users on safeguarding User Names and Passwords.

7. Confidentiality.

A. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the party disclosing the Confidential Information ("Disclosing Party) by the party receiving the Confidential Information ("Receiving Party"); (ii) was lawfully known to Receiving Party prior to its disclosure by Disclosing Party; and (iii) is lawfully received from a third party without breach of any obligation owed to Disclosing Party.

B. All Confidential Information will be the sole and exclusive property of Disclosing Party and Receiving Party will not have any ownership interest in such Confidential Information or engage in any derivative uses thereof. Receiving Party shall: (a) use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as Receiving Party uses with respect to its own confidential information of a similar nature, provided that in all events, the manner and method used to prevent unauthorized use and disclosure is commercially reasonable in the circumstances; (b) use such Confidential Information only in performance of its obligations under this Agreement; and (c) not disclose or grant access to such Confidential Information to any third party (including representatives, counsel and consultants) without the express prior written consent of Disclosing Party. Receiving Party shall provide prompt written notice to Disclosing Party of any actual or potential unauthorized disclosure or unauthorized use of

the Confidential Information and shall assist Disclosing Party in the remedying to prevent and/or stop the disclosure or use of the Confidential Information.

C. Client agrees to observe complete confidentiality with respect to the Software, and will not: decompile, disassemble, or otherwise reverse engineer the Software; or copy, reproduce, publicize or otherwise disseminate the Software to third parties. Any breach of confidentiality by Licensee will automatically terminate the License. Client agrees that Licensor's remedies at law for breach of confidentiality are inadequate and that Licensor will be entitled to equitable relief, including without limitation, injunctive relief, specific performance and/or other remedies in addition to remedies provided at law. Client further agrees that Licensor may disable Client's User Names and Passwords pending cure by Client or other resolution to which the Parties may agree.

8. Warranties; Warranty Limitations.

A. Licensor warrants that it is the lawful owner of the Software and/or that it has the authority to grant the License specified herein. Licensor will indemnify, defend, and hold harmless the Client from third-party claims of infringement arising out of the alleged breach of this warranty but only if Client provides Licensor with prompt notice of such claims and allows Licensor to conduct defense of same.

B. Licensor warrants that the Software has been developed in a workmanlike manner and in conformity with generally prevailing industry standards. Client shall notify Licensor of material deficiencies in the Software in writing and within the later of: thirty (30) days of the Effective Date of this Agreement or fifteen (15) days after such deficiency should have been discovered through reasonable diligence on Client's part.

C. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

9. Remedies. Client's exclusive remedies for loss due to material defects in the Software (whether framed as breach of warranty, breach of contract, tort, or otherwise) shall be at Licensor's option: (i) Termination of the License with refund to Client of all Scheduled Fees accruing and actually paid by Client in the twelve months immediately preceding termination; or (ii) Licensor's modification of the Software, at no charge to Client, to correct the material deficiency. Except if damages are due to the Licensor's negligence or other wrongdoing, under no circumstances shall Licensor be liable to Client for: lost profits; consequential damages; punitive damages; for Client's costs associated with tax audits, tax assessments, tax fines, tax penalties, or interest on taxes; or for any other form or measure of damages other than the refund rights specified in this Section 9.

10. Indemnity. Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or

employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses to it under law.

Dispute Resolution; Arbitration. Any dispute arising under this Agreement shall 11. be subject to binding arbitration by the American Arbitration Association (AAA), in accordance with its Commercial Rules, using a single arbitrator format (regardless of amount in dispute), with any live hearings to be held in Orange County, CA, or anywhere else the parties may agree. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The arbitrator shall be authorized to award the prevailing party its (i) reasonable attorney's fees, but not to exceed thirty percent (30%) of the underlying Award; (ii) allocation and/or reimbursement of any AAA case filing fees and case management fees; and (iii) allocation and/or reimbursement of the arbitrator's fees. Any party may seek temporary injunctive orders or restraining orders from any court in order to restore or maintain the status quo pending the outcome of arbitration; but excepting this provisional relief, arbitration shall be the exclusive forum for dispute resolution between the parties. The arbitrator's Award shall, in any event, be subject to enforcement in accordance with Virginia's Arbitration Act, through the courts of any state in which the parties or their assets may be found.

12. Availability of Source Code Escrow. Client at its option shall be entitled to participate in Licensor's Source Code Escrow program in accordance with then prevailing-rates. See **Exhibit A** (Scheduled Fees). Participation in this program shall entitle Client during the Term of this Agreement (or any extension thereof) to receive a fully paid up, nonexclusive, perpetual license to use the Software's source code in the event Licensor is the subject of a bankruptcy proceeding or discontinues operations; subject, however, in either case, that Client's rights under this Agreement have been materially impaired.

13. Staff Retention. Client agrees to assist Licensor in its staff retention efforts. To this end, Client shall not: (i) coach, induce, or encourage any then-current employee of Licensor to resign; or (ii) knowingly solicit or knowingly assist any then-current employee of Licensor to obtain employment or consultancy with Client or a Client Affiliate. These Staff Retention restrictions shall be binding upon Client during the Term of this Agreement and any Renewals thereof.

14. Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by Acts of God or similar events/circumstances that are clearly beyond the delayed party's reasonable control.

15. No Waiver. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach of any other covenant. All waivers must be in writing, and signed by the party waiving its rights.

16. Amendment. This Agreement may be modified only by a written instrument formally executed by authorized representatives of the parties hereto with a clearly stated

intent to amend this Agreement. Casual correspondence between the parties, and email transmissions between the parties, shall not cause an amendment to this Agreement.

17. Relation of Parties. Nothing in this Agreement will create or imply an agency relationship between Licensor and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

18. Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

19. License Fees. License Fees payable upon execution of this Agreement, and anticipated thereafter, are set forth on Exhibit A (Scheduled Fees). Licensor's obligation to activate this License (to deliver initial Administrator User Name and Password and/or commence any customization) shall be subject to receipt of any payments or deposits specified in Exhibit A. All Fees shall be due and payable upon invoicing by Licensor. Any invoice not paid within thirty (30) days of issuance shall accrue interest at two percent (2%) per month until paid.

20. Entire Agreement. This Agreement, together with Exhibit A and Exhibit B if included herein, constitutes the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensor: CommunityForce Inc. **Client:**

By: Khaja Syed Its Duly Authorized Managing Director Signature Date: _____, 2011 By: Its Duly Authorized

Signature Date: _____, 2011

Exhibit A - Statement of Work

This Statement of Work (SOW) defines the specific responsibilities for various activities/tasks to be performed and completed by CommunityForce with input and/or participation from the client.

Under our proposal CommunityForce will:

- Sell an Enterprise License for the Scholarship and Grants Management by Communityforce.com systems to the client to be used in a S.a.a.S hosted environment
- Implement various components of the Scholarship and Grants Management system in one or more phase finalized between CommunityForce and the client.
- Provide development and delivery of additional customizations in the future as identified during the course of the implementation of the software.
- Provide agreed customization and interfacing requirements of the Scholarship and Grants Management systems with other systems as agreed between the client and CommunityForce
- Train client personnel on the operation and applications of the system
- Provide User Technical Support to client

Hosting:

CommunityForce offers shared infrastructure for its managed S.a.a.S. solution. There is no additional cost to the customer for using shared infrastructure. The customer does have the option to request a dedicated server environment for hosting their application and database. The hosting cost for a dedicated environment is \$34,000 per year. This will be charged annually in addition to the annual product licensing charges.

Timeline:

CommunityForce is confident that the base functionality for Scholarship and Grants Management will be made accessible to the client within 5 days from the date of signing the agreement. The estimated "vanilla" implementation effort and timeframe does not include customization, interfaces and data migration.

Training:

Inclusive in this pricing is 8 hours of in-person online Webex training, training guides, knowledge base, FAQ and annual email support. Additional Training will be conducted on an as needed T&M basis. Training is provided at an hourly rate of \$100.00. Client has the option of using these 8 hours towards product implementation support. 8 hours of promotional training will be provided if the client signs an agreement with CommunityForce prior to **October 31st, 2011**.

Implementation Activities and Fees:

If the client wishes CommunityForce staff to perform all the actions for the organization, we will be charging at a rate of \$75 per hour. As a part of the promotional offer, Clients that will sign the agreement before October 31st, 2011, a CommunityForce Technician will create your personalized online application for you for free within two weeks of purchase including placement of Client's Logo on the online application. Client will need to provide CommunityForce Client's paper application and a list of funds, criteria, and scholarships. The implementation effort does not include base software customization, interfaces and data migration. This implementation-effort estimate does not include any time for business process reengineering. The same will be estimated after the detailed Product Walk Through (PWT) stage. CommunityForce has extensive experience in implementing its Scholarship and Grants Management Software, workflow and review cycle. Through this experience it has evolved an implementation methodology that helps rapid and successful implementation of the solutions. During the first month of the implementation CommunityForce will assign a dedicated implementation specialist to assist the client in Scholarship and Grant Application and Criteria Setup. The timing estimates are illustrative and the exact details and the actual duration will be contingent upon the availability of appropriate staff, resources and timely decisions from the client's project resources during various stages of the project.

Any additional implementation activities and fees will be mutually agreed upon at the request of the Client. CommunityForce will provide a detailed SOW to the client prior to the development and incursion of any such costs. Work on any such implementation activity will be performed only after getting written approval from the Client.

Customization Fees per each Statement of Work (SOW):

In the interest of creating a long-lasting relationship with our clients, CommunityForce will share the investment associated with product enhancement and customization at a discounted 'time and material' rate of \$100.00 (General Rate \$145.00). Customization Fees will be billed as incurred on a monthly basis and payment and will be due within thirty days of the date of the invoice. We will work with you to provide the most efficient means possible to complete the assignment. A separate agreement will be signed to govern such efforts. We guarantee our software development workmanship and will ensure that application works error free. If the client identifies any errors within the application we will fix them at no charge to the client in a timely manner.

Total Cost Commercials:

- Licensing: **\$4,850.00** per year for unlimited Admin Licenses and up to **10,000** Applicants. Billed annually. Due within 14 days of customer signing the agreement.
- Applicant Fees: **\$2.00** per applicant per year for every applicant over the **10,000** applicants included in the Licensing cost. Billed annually. Due within 14 days of the completion of the annual contract cycle.
- Customization/Implementation/Software Development: **\$100.00** per hour on an as needed basis. Billed at the end of each month. Due within 30 days of delivery.

Total Initial Cost: \$4,850.00

Exhibit B - Service Level Agreement

CommunityForce is committed to providing you with superior service and support. Our Service Level Agreement (SLA) provides security, service, support, up-time and performance targets to you. The solution offered by CommunityForce is offered as a hosted solution. CommunityForce shall be fully responsible for installing the software within their internal environment and provide technical support for any installation, maintenance, troubleshooting, and upgrading the database and software as required. Our technical support staff is available 24x7 and will respond to requests and resolve technical issues within 24 hours of a request for support. We will comply with the technical support terms stated in the below service level agreement.

CommunityForce will diligently work for the prompt resolution of defects and errors in our services, and will respond to you by using a dedicated contact telephone number or email address for each support call.

In the case of a system down condition attributable to CommunityForce, CommunityForce may utilize other means of communication for reporting of errors and conditions.

CommunityForce will respond to and complete correction of errors, defects and malfunctions, in accordance with the following schedule:

- Severity 1: Causes data corruption or system crash or you cannot make effective use of our services;
- Severity 2: Feature does not work as documented, no reasonable work around exists and you have a critical need of the feature;
- Severity 3: Feature doesn't work as documented but a reasonable work around exists or you can wait for the next release for a fix;
- Severity 4: Enhancement request.

CommunityForce will make an initial response to a Severity 1 normal maintenance call within two hours after receipt. Severity 1 calls will be handled on a 24 hour by 7 day a week basis. CommunityForce will use reasonable efforts to provide a fix, work around, or to patch Severity 1 bugs within twenty four (24) hours after the bug is replicated by CommunityForce and confirmed as a defect by CommunityForce.

Provided that maintenance calls are received within CommunityForce's normal maintenance hours, CommunityForce will make an initial response to Severity 2 maintenance calls within four hours after receipt. CommunityForce will make reasonable efforts to provide a fix or work around for Severity 2 bugs within three (3) business days.

Provided that maintenance calls are received within CommunityForce's normal maintenance hours, CommunityForce will make an initial response to Severity 3 maintenance calls within twenty-four (24) hours after receipt. CommunityForce will make reasonable efforts to identify a resolution to Severity 3 bugs within thirty (21) days and to incorporate Severity 3 fixes in the next upcoming release of the product.

Provided that maintenance calls are received within CommunityForce's business hours, CommunityForce will make an initial response to Severity 4 maintenance calls within twenty-four (24) hours after receipt. Severity 4 issues will be dealt with on a case-by-case basis.

Customers agree to appoint one person as the principle point of contact for the communication of bugs and errors to CommunityForce and for the receipt of bug and error fixes, workarounds and updates, if any. Additionally, customers may appoint another person as a back-up of the principle contact.

Uptime Guarantee:

The portions of our software application services which are operated by CommunityForce will have at least 99.4% uptime, as measured monthly, excluding planned downtime. In addition, the portion of our software application services operated by CommunityForce shall not experience more than two outages (unscheduled downtime) of more than three hours in any month.

CommunityForce will notify you within three hour of any known and verified unscheduled downtime of our services, and update the status to you periodically until the service is back up. CommunityForce will immediately notify you when the service is restored.

Scheduled downtime will be no greater than four hours bi-weekly and will happen at a regularly scheduled time during off-peak periods. The current plan is for scheduled downtime to occur every two weeks between 11PM and 3AM Eastern time on Saturday nights. Actual scheduled downtime will normally not exceed thirty (30) minutes. A mechanism will be put in place by which users are notified of scheduled down time expected to be over one hour at least seventy-two (72) hours before downtime occurs.

The hardware, software and network are monitored and maintained and shall normally be accessible, in accordance with industry standards, except for scheduled maintenance and required repairs.

The customer shall be notified in advance, usually no less than one week, by email and/or an announcement within the Application Software, of any scheduled maintenance and/or expected downtime.

Service data is backed up daily (Mon - Sun) should a partial or full system recovery ever be necessary. Where a system fault has occurred and recovery of the system is necessary we will restore the system using the most recent backup. In most cases data will be no more than one day old. For catastrophic events recovery of the system will include a restore using data no older than one week.

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RESOLUTION # 11-41

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on September 21, 2011, September 22, 2011 and September 27, 2011 the Board of Trustees of the Coast Community College District held Special Board Meetings; and

WHEREAS, Student Trustee Joe Venegas III was not present at the Board meetings; and

WHEREAS, the Board has determined that Student Trustee Venegas' absences were due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Student Trustee Joe Venegas III shall be paid at the regular rate of compensation for the Special Board Meetings on September 21, 2011, September 22, 2011 and September 27, 2011.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on October 5, 2011 this Resolution was adopted by the Board by a vote of

Aye: No: Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

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CFE Successor Contract Negotiations "Sunshine"

Submitted by Coast Federation of Educators, September 30, 2011

The Coast Federation of Educators, AFT Local 1911, AFL-CIO (Federation) submits the following for public review and comment as part of the process of negotiating to replace the current bargaining unit agreement that expires on June 30, 2012.

The Coast Federation of Educators, AFT Local 1911, AFL-CIO, believes that the faculty are the backbone of the Coast Community College District. When faculty are given optimum environment, support, and respect, they can maximize their effectiveness which in turn helps our students reach their goals. Successful students benefit the community at large, and ultimately, our state, California. Reaching these educational goals can be achieved through the interests of fairness in compensation, quality in programs, and excellence in reputation.

In most cases, the number of students our members teach has increased, amplifying demands on an already overtaxed faculty. Every year, more work is being expected of faculty, even on unpaid, non-duty days, with less time and support. It's become increasingly challenging to do more with less, and to fulfill our primary obligations to our students. As a result of fiscal constraints, the district made a conscious decision to reduce full-time faculty ranks by more than 23% over the last 10 years, adding layers of responsibility to full-time and part-time faculty as they take on the department, discipline, and college responsibilities previously provided by their retired colleagues.

The bargaining unit agreement between the Coast Federation of Educators and the Coast Community College District has not been fully renegotiated since 2002. Last year, in order to meet the district's fiscal deadlines, CFE offered to postpone the negotiation of several interests we had originally intended to negotiate.

We present the following interests for negotiation. The Federation reserves its rights to modify its initial proposal, for example, by opening additional articles and/or sections, as it deems necessary and appropriate.

- Clean up the contract to be more user friendly.
- Amend and define terms used in the agreement, including but not limited to the definition of our unit.
- Amend and clarify the rights of the District as they relate to faculty working conditions.

• Maximize faculty empowerment to improve the college environment and experience for our students.

• Recognize the potential negative impacts of decisions on educational quality when decisions are made to promote efficiency, productivity, and flexibility due to shrinking financial resources.

• Enhance the effectiveness of faculty evaluations in order to improve instruction.

• Increase the Federation's involvement in program review as it relates to working conditions.

• Improve working conditions for Department Chairs.

• Address faculty workload concerns, loading factors, and improving representation to our members.

• Improve the selection process for coordinators.

• Increase faculty safety at the workplace, clarifying faculty office issues, clarifying duty vs. non-duty days, and improving scheduling processes for faculty.

• Address partial day sick leave issues, transfer of sick leave to colleagues, and other sick leave issues.

- Improve faculty compensation.
- Improve faculty leave rights.
- Clarify issues regarding the pre-retirement program.

• Expand professional development opportunities for members in order to stay abreast of changes in their fields of expertise, and to streamline the administrative approval process.

• Improve transfers and reassignments to better serve faculty in their instructional areas.

- Increase intellectual property rights for faculty.
- Strengthen faculty organizational rights.