AGENDA

Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, January 18, 2012
4:00 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 Conference with Legal Counsel: Anticipated Litigation

(Significant exposure to litigation pursuant to sub-section "b" of Government Code Section 54956.9)

Five cases:
a) Claim by Betty Pierce
b) Claim by Alpha Mechanical, Inc.
c) Claim by F. Rodgers Corp.
d) Construction delays at Orange Coast College
e) Construction delays at Golden West College

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

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

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

4. Part-time Faculty

5. Educational Administrators
   Dean, Counseling and Special Programs

6. Classified Management
   Interim, Adm Dir of District Information Services

7. Classified Staff
   Adm/Rec Tech 2
   Division Area Office Coordinator
   Staff Assistant-Confidential

8. Reclassification and Reorganization/Reassignment
   Staff Aide
   Staff Assistant
   Athletic Facilitator
   Clerk

9. Classified Temporary Assignments
   Special Assignment
   Staff Aide
   Military Contract Educ Program Coordinator
   Lead Mechanic

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

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

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

Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case No. 30-2011-00445563
Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488
Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551

1.04.05 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

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

Position: Chancellor

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

1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session-Items on Agenda)

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

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2.00 Informative 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 the Presidents of Employee Representative Groups

2.06 Reports from the Board of Trustees

2.07 Reports from the Board Committees and Review of Board Committee Meeting Dates

2.08 Announcement of Public Forum to Review Draft Hazard Mitigation Plan

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 Buildings and Grounds Reports

3.05 Approve a Change in Contracting Agent for Union Bank Accounts

3.06 Approve a Change in Signatories for Warrants Processed by the District upon Resignation of Kimberly R. McCord, Administrative Director of Fiscal Affairs (Disbursing Officer)

3.07 Opportunity for the Board of Trustees to Discuss the Report of the California Community Colleges Student Success Task Force

3.08 Opportunity for the Board of Trustees to Discuss Proposed Changes to Admissions Guidelines for California State University, Long Beach

3.09 Opportunity for the Board of Trustees to Review Proposed Board Policy 2740, New Trustee Orientation

3.10 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6340 Contracts

3.11 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6100 Delegation of Authority

3.12 Review of Proposed Revision of Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure 5030 Student Fees and Charges Schedule

CONSENT CALENDAR

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 OCC - Student Trips

7.00 Authorization for Special Projects

7.01 OCC - Special Projects

7.02 GWC - Special Projects

7.03 DIS - Special Projects

7.04 CCC - Special Projects

8.00 Authorization for Disposal of Surplus

8.01 DIS - Disposal of Surplus

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

10.02 GWC - Clinical Contracts

11.00 Approval of Standard Agreements

11.01 CCC - Standard Agreements (Scope of Work)

12.00 Authorization for Purchase of Institutional Memberships

12.01 OCC - Institutional Memberships

12.02 GWC - Institutional Memberships

12.03 CCC - Institutional Memberships

13.00 Authorization for Off-Campus Assignments

13.01 DIS - Off Campus Assignments

14.00 Personnel Items

14.01 DIS - Personnel Items

a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits andTerminations
b. Authorization for Changes in Salary Schedule
c. Authorization for Schedule Changes, Classified Staff
c. Authorization for Professional Experts
d. Approval of Sabbatical Leave Requests

15.00 Authorization for Independent Contractors

15.01 GWC - Independent Contractors

15.02 CCC - Independent Contractors

15.03 OCC - Independent Contractors

16.00 Approval of Purchase Orders

16.01 DIS - Purchase Orders

17.00 Ratification/ Approval of Checks

17.01 DIS - Ratification/Approval of Checks

18.00 Check List for General Obligation Bond Fund

18.01 DIS - Check List for General Obligation Fund

19.00 Authorization for Special Payments

19.01 OCC - Special Payments

DISCUSSION CALENDAR

20.00 Approval of Agreements

20.01 GWC - Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District for the Puente Project

20.02 GWC - Approve Non-Standard Agreement between the Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs

20.03 CCC- Approval to Enter into Addendum #1 to the Automated Teller Machine Site License and Services Agreement between Coast Community College District and SchoolsFirst Federal Credit Union (formerly Orange County Teachers Federal Credit Union)

20.04 CCC - Approve Agreement between Cengage Learning Inc. and the Coast Community College District to Provide e-Books to Students Enrolled in Coastline's Military Programs

20.05 DIS - Ratification of Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Feasibility Study of 2012 General Obligation Bond Measure

20.06 CCC - Approve Agreement between the Employment Training Panel/State of California and Coast Community College District to Operate the Training Programs under the Employment Training Panel Grant

20.07 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

20.08 DIS - Approval of Employment Agreement, Dean, Counseling and Special Programs, CCC

20.09 CCC - Approve Agreement between Coast Community College District and C & H Machine, Inc. to Operate the Training Programs under the Employment Training Panel Agreement

20.10 DIS - Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services

21.00 Buildings and Grounds Approvals

21.01 DIS - Approve Change Order No. 7, Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

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

23.00 Resolutions

23.01 DIS - Adoption of Resolution #12-01 of the Board of Trustees of the Coast Community College District, Establish Nonresident Tuition Fee, 2012-2013

24.00 Approval of Minutes

24.01 DIS - Approval of Minutes

25.00 Policy Implementation

25.01 DIS - Adoption of Board Policy 2748 Purchase of Goods and Services

25.02 DIS - Adoption of Recommended Policy - Coast Community College District Non-Discrimination Statement

25.03 DIS - Adoption of Amended Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement

26.00 Close of Meeting

26.01 Public Comment (Items not on Agenda)

26.02 Adjournment

PRELIMINARY MATTERS
(White Pages)

1. Preliminary Matters

Subject	**1.01 - 1.08 Preliminary Matters**
Meeting	Jan 18, 2012 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

1.04 Recess to Closed Session

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

1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

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 - 2.08 Informative Reports**
Meeting	Jan 18, 2012 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	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 Oja, Association of Confidential Employees (ACE)
Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jim Moreno, Board President
Trustee Mary Hornbuckle, Board Vice President
Trustee Dr. Lorraine Prinsky, Board Clerk
Trustee Jerry Patterson
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

Personnel Committee Meeting, January 17, 2012 at 1:30 p.m,, Board of Trustees' Conference Room
Audit and Budget Committee Meeting, January 24, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Accreditation Committee Meeting, February 7, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Career Technical Education Committee Meeting, February 8, 2012 at 3:00 p.m., Board of Trustees' Conference Room
Legislative Affairs Committee Meeting, February 6, 2012 at 1:30 p.m., Board of Trustees' Conference Room

2.08 Announcement of Public Forum to Review Draft Hazard Mitigation Plan

In November 2010, the Board executed a grant authorization whereby the District would receive $50,000 to study, develop, and submit a Hazard Mitigation Plan to the Federal Emergency Management Agency (FEMA). Since that time, the District and campus emergency preparedness personnel, in partnership with the local cities in which our campuses reside, have collaborated on the development of this plan.

The drafted plan identifies campus-specific natural hazards and subsequent projects that will mitigate the impact of future natural disasters. In addition, the plan will meet the requirements of the Disaster Mitigation Act of 2000 and make the District eligible for future hazard mitigation grant funding.

A required component of the planning process is the incorporation of community feedback. This serves as a formal announcement that the Coast Community College District is extending an invitation to all interested community members to attend the community forums and discuss this plan. Furthermore, an announcement has been advertised in the Orange County Register. Below please find a list of dates, times, and locations:

- January 18, 2012, 3:00-5:00 p.m.

  Golden West College, Forum 1
  15744 Golden West Street, Huntington Beach 92647

- January 25, 2012, 1:00-3:00 p.m.

  Coastline Community College, 4th floor conference room
  11460 Warner Avenue, Fountain Valley 92708

- January 27, 2012, 10:00 a.m.-12:00 noon

  Orange Coast College, Administration Building Room 108
  2701 Fairview Street, Costa Mesa 92626

At each session, community members will have an opportunity to view a presentation identifying and modeling the local impact of various natural hazards (i.e. floods, dam failure, earthquakes, tsunamis, windstorms), the specific impact to our campus communities, and be provided the opportunity to comment on

the District's draft Hazard Mitigation Plan. For questions or event information, please contact Linda Morin at (714) 438-4753.

3. Matters for Review, Discussion and/or Action

Subject	**3.01 - 3.12 Matters for Review, Discussion and/or Action**
Meeting	Jan 18, 2012 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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)

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 Conference
February 13-16, 2012, Washington, DC, ACCT National Legislative Summit
March 29-31, 2012, New York, NY, ACCT Governance Leadership Institute
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
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & 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 Buildings and Grounds Reports

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 installation of concrete continues to progress rapidly as concrete pours have reached third floor. I would like to acknowledge the hard work and commitment of the CW Driver team and all trade contractors over the holidays, which included staffing a 58-man crew on Christmas Eve and a 10-hour work shift on New Year's Eve. To date, the project has been fortunate to enjoy favorable weather conditions and the project team is working aggressively to take advantage. Also, as anticipated the mechanical, electrical, and plumbing contractors have begun to "rough in" the overhead utilities as concrete work is completed and work areas become available.

3.05 Approve a Change in Contracting Agent for Union Bank Accounts

1. Background

As Kimberly McCord, Administrative Director of Fiscal Affairs, will be resigning from Coast Community College District as of January 31, 2012, a new Contracting Agent must be established with Union Bank. The Contracting Agent is responsible for authorizing any changes in District bank accounts. Andrew Dunn, Vice Chancellor of Administrative Services and Finance will be designated as the new Contracting Agent.

2. Goal/Purpose

a. To provide proper authority for any changes in District bank accounts
b. To provide continuity in our banking relationship with Union Bank
c. To update signatories on all bank accounts to reflect staffing changes

3. Recommendation

After review by the Chancellor, it is recommended that the Board approve the change in the new Contracting Agent.

4. Fiscal Impact

None

3.06 Approve a Change in Signatories for Warrants Processed by the District upon Resignation of Kimberly R. McCord, Administrative Director of Fiscal Affairs (Disbursing Officer)

1. Background

Education Codes 85233 and 85266 requires signature of authorized personnel to be forwarded to Orange County Superintendent of Schools. Coast Community College District would like to initiate a change for signatories upon the resignation of Kimberly R. McCord, Administrative Director of Fiscal Affairs (Disbursing Officer) on January 31, 2012. Effective from February 1, 2012, replacing Kimberly R. McCord as Disbursing Officer will be Andrew Dunn, Vice Chancellor of Administrative Services and Finance. (Reference Board Policy 040-9-2 "Signature of Commercial Warrants Issued under District's Fiscal Accountability Plan".)

2. Goal/Purpose

a. That Andrew Dunn be appointed as District Disbursing Officer.
b. That effective February 1, 2012 the following signatures be printed electronically on vendor checks processed by the District:

Andrew Jones, Chancellor
Andrew Dunn, Vice Chancellor of Administrative Services and Finance

3. Recommendation

After review by the Chancellor and District General Counsel, it is recommended that the Board approve the change in bank signatories for all commercial "B" warrants processed by the District. This information shall be disseminated to the Orange County Department of Education and Orange County Tax Collector/Treasurer, together with a sample of their signatures and facsimile signatures.

4. **Fiscal Impact:** None

3.07 Opportunity for the Board of Trustees to Discuss the Report of the California Community Colleges Student Success Task Force

At this time, Trustees shall have the opportunity to discuss the Report of the California Community Colleges Student Success Task Force. A copy of the report is attached to each Trustee's agenda (See Attachment #1)

3.08 Opportunity for the Board of Trustees to Discuss Proposed Changes to Admissions Guidelines for California State University, Long Beach

In December 2011, the District was advised by California State University, Long Beach, regarding proposed changes being considered that would affect admissions of students from community colleges, including the Coast Community Colleges, which is in the service area of the University. At this time, Trustees shall have the opportunity to discuss the communications and notice from California State University, Long Beach. The Board President has invited California State University, Long Beach to hold one of its legally required public hearings regarding the proposed admissions changes at the Coast Community College District. A copy of the communication from California State University, Long Beach, is attached to each Trustee's agenda. (See Attachment #2)

3.09 Opportunity for the Board of Trustees to Review Proposed Board Policy 2740, New Trustee Orientation

At this time, Trustees shall have the opportunity to review proposed Board Policy 2740, New Trustee Orientation. Based on Trustee review and input, this item will be returned to the Discussion Section of the February 1, 2012 Agenda for adoption. (See Attachment #3)

3.10 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6340 Contracts

After review by District General Counsel and the Board Secretary, it is recommended by Trustee Patterson that Trustees have an opportunity to review proposed revisions to Board Policy 6340 Contracts. Deletions are noted by ~~strikethrough~~ and additions are noted in **bold**. Based on Trustee review and input, this item will be returned to the Discussion Section of the February 1, 2012 Agenda for adoption. (See Attachment #4)

3.11 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6100 Delegation of Authority

After review by District General Counsel and the Board Secretary, it is recommended by Trustee Patterson that Trustees have an opportunity to review proposed revisions to Board Policy 6100 Delegation of Authority. Deletions are noted by ~~strikethrough~~ and additions are noted in **bold**. Based on Trustee review and input, this item will be returned to the Discussion section of the February 1, 2012 Agenda for adoption. (See Attachment #5)

3.12 Review of Proposed Revision of Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure 5030 Student Fees and Charges Schedule

The Education Code and California Code of Regulations Title 5 provide for conditions, rules and amounts that the Coast Community College District can charge students for certain instructional programs and support services. Previously, there were two overlapping Board policies dealing with the various fees that the District charges: BP 5030 Student Fees and Charges and BP 5032 District Fee Schedule (proposed revisions of these two policies were brought for first reading at the November 2, 2011 Board meeting. The revisions were postponed for two reasons: to allow more time for consultation with the student associations and to bring a policy and a procedure rather than the existing format of two partially overlapping policies, which created confusion). As fees change periodically based on state legislation and other regulations and in order to avoid confusion between policy and procedure, the attached revised BP 5030 is the policy level language that defines the charges and fees from a policy perspective and reflects the relevant and current sections of the Education Code and California Code of Regulations Title 5. Rather than having an overlapping Board policy that repeats much of language from BP 5030 and specifies the associated amounts with each of the fees and charges enumerated in BP 5030, BP 5032 is replaced by Administrative Procedure 5030. This procedure becomes the list of actual amounts of the specific charges and fees described, without specific amounts, in BP 5030. Having an administrative procedure for BP 5030 allows for the operationalization of the policy and the ability to update the fee schedule as needed without the requirement for approval of the entire schedule every time one fee changes. The student associations at each of the three colleges have been consulted regarding the increases in the student records (transcript/verification) and parking fees reflected in AP 5030.

After review by the Vice Presidents of Instruction, Student Services, and Administrative Services, as well as members of Chancellor's Cabinet, it is recommended by the Chancellor that the Board review the first-reading of the attached proposed policy change of BP 5030 and new administrative procedure AP 5030, with consideration of placement of BP 5030 in the Action Section at the next regular Board meeting. (Administrative procedures do not require Board approval. Strikeouts identify text for removal; underline identifies text to be added.) (See Attachment #6)

File Attachments

1-18-12 Meeting.pdf (67 KB)

BP 2740 New Trustee Orientation.pdf (40 KB)

Student Success Task Force.pdf (2,610 KB)

California Community Colleges reform.pdf (30 KB)

Cal State Long Beach Proposed Changes.pdf (40 KB)

BP 6340 (040-1-2.2) CONTRACTS.pdf (21 KB)

BP 6100 (040-1-1.1) DELEGATION OF AUTHORITY.pdf (7 KB)

BP 5030 (030-1-3) edits 1-11-2012 STUDENT FEES AND CHARGES POLICY.pdf (94 KB)

AP 5030 replaces BP 5032 (030-1-5) DISTRICT FEE SCHEDULE 1-11-2012.pdf (56 KB)

CONSENT CALENDAR

(Yellow Pages)

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

4. Travel

Subject	**4.01 DIS - Authorization for Administratively Approved Travel**
Meeting	Jan 18, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

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

ADMINISTRATIVE APPROVALS
December 8, 2011 - January 11, 2012

Karen M Baker, Instructor (OCC), to attend the 2012 Ocean Sciences Meetings, February 19 - 24, 2012, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of $1,400, including a registration fee of $390, travel by Air Coach, to be paid from CFE Contracted Full-time Conference Funds. The reason for this revision is to correct the attendee.
Revised Admin. Approval: 1/5/2012

Marta R Cabral, Counselor (OCC), to attend the California State University Community College Counselors Conference, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of $250, including a registration fee of $95, to be paid from EOPS funds submitted after-the-fact by the Counseling Division/EOPS Office due to absence of office staff member.
Administrative Approval: 12/13/2011

Wanda N Doty, District Budget/Acctg Mgr (CCCD), to attend the SunGard Summit 2012, March 25 - 29, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,500, including a registration fee of $1,025, travel by Air Coach, to be paid from Professional Development Funds, Voyager Conference Funds.
Administrative Approval: 12/13/2012

Laura M Hayes, Mil/Cont Ed Tech Int (CCC), to attend the Service Members Opportunity Colleges (SOC) Consortium Workshop, January 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $50, to be paid from Contract Education ancillary funds.
Administrative Approval: 12/12/2011

Julia A Hietschold, Hourly Instructor (OCC), to attend the Focus Day Division Meeting, Department Meeting, September 5 - 11, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, rental car and insurance, to be paid from CCA/CTA Professional Development Funds. The reason for this revision is to correct the name of the attendee.
Revised Admin. Approval: 12/7/2011

Janell M Keough, Mil/Cont Ed App Coor (CCC), to attend the Service Members Opportunity Colleges (SOC) Consortium Workshop, January 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $50, to be paid from Contract Education Ancillary funds.
Administrative Approval: 12/12/2011

Araba G Mensah, Mil/Cont Ed Tech Int (CCC), to attend the Service Members Opportunity Colleges (SOC)

Consortium Workshop, January 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $150, to be paid from Contract Education ancillary funds.
Administrative Approval: 12/12/2011

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Chancellor's Office Meeting, January 9-10, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.
Administrative Approval: 12/7/2011

Jeffrey L Palmer, Hourly Instructor (OCC), to attend the Focus Day, Division Meeting, Department Meeting, September 5-11, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, rental car and insurance, to be paid from CCA Conference Funds. The reason for this revision is to correct the attendee.
Revised Admin. Approval: 12/7/2011

Jeffrey L Palmer, Hourly Instructor (OCC), to attend the Focus Day, Division Meeting, Department Meeting, September 5-11, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $700, including travel by Air Coach, rental car and insurance, to be paid from CCA Conference Funds. The reason for this revision is travel expenses to be reimbursed for air coach from Texas to Costa Mesa, CA to attend a one-day conference, submitted after the fact by CCA Union President, Barbara Price.
Revised Admin. Approval: 12/13/2011

Tracee C Phomprasack, Mil/Cont Ed Tech Int (CCC), to attend the Service Members Opportunity Colleges (SOC) Consortium Workshop, January 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $50, to be paid from Contract Education Ancillary funds.
Administrative Approval: 12/12/2011

Colleen D Rymas, Insur Claims Special (DIST), to attend the Statewide Association of Community Colleges (SWACC) Claims Coverage Committee Meeting, January 8-9, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of $50, to be paid from Risk Services CFCE Conference Funds. The reason for this revision is to change board approval date 1/18/2012 to Administrative approval date of 1/5/2012.
Revised Admin. Approval: 1/5/2012

Steve Skille, Director Financial Aid (GWC), to attend the California Community Colleges Student Financial Aid Administrators Association and California Association of Student Financial Aid Adminstrators Conferences, December 8-13, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $2000, including a registration fee of $720, travel by Air Coach, rental car and insurance, to be paid from BFAP Funds The reason this request is late is because Steve is a new employee who began his position on 12/5/11.
Administrative Approval: 12/7/2011

Daniela A Thompson, Payroll Systems Manager (CCCD), to attend the SunGard Summit 2012, March 25 - 29, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,950, including a registration fee of $1,025, travel by Air Coach, to be paid from General Funds (Admin. Services).
Administrative Approval: 12/13/2011

Mark S Zombek, Instructor (OCC), to attend the National Business Aircraft & Association Annual Conference, October 9 - 12, 2011, Las Vegas, CA, without loss of salary, with reimbursement for allowable expenses of $1,400, including a registration fee of $390, to be paid from CFE/IPD funds - contracted funds to be

reimbursed for mileage equal to the equivalency of travel by air coach. The reason for this revision is to add reimbursement for mileage.
Revised Admin. Approval: 12/8/2011

Subject	**4.02 DIS - Authorization for Attendance at Meetings and/or Conferences**
Meeting	Jan 18, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the The National Association of Latino Elected and Appointed Officials (NALEO) California Statewide Policy Institute on Higher Education Success and College Completion, March 8-12, 2012, San Jose, CA, with reimbursement for actual expenses,including a membership fee of $100, to be paid from District Conference Funds. Some costs may be paid by the Organization.

Conrad J Moreno, Board Member (CCCD), to attend the Association Community College Trustees (ACCT) Community College National Legislative Summit, February 13-19, 2012, Washington, DC, with reimbursement for actual expenses, including a registration fee of $681.00, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Asian Pacific Americans in Higher Education (APAHE) Conference, February 2-4, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $195, travel by Air Coach, to be paid from Title III Grant funds.

Loretta P Adrian, President (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $425, to be paid from Contract Education Ancillary College Support funds.

Loretta P Adrian, President (CCC), to attend the Orange County Department of Education's State of Education in Orange County 2012 Meeting, February 23, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $20, including a registration fee of $20, to be paid from Contract Education Ancillary College Support funds.

Robin R Bachmann, Assoc Dean/Director St Hlth Ct (GWC), to attend the Maintaining Effective Student Health Services in Tough Economic Times Meeting, March 7-9, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of $1,500, including a registration fee of $325, travel by Air Coach, to be paid from Health Fees.

David L Baird, Dean (GWC), to attend the Creating a Campus Culture for Student Persistence: Academic Advising as Teaching and Learning Seminar, February 13-14, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $600, including a registration fee of $400, to be paid from CDMA Professional and Staff Development Funds.

Diane S Balding, Hourly Instructor (OCC), to attend the California Association of Dental Assisting Teachers, April 20, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $550, including a registration fee of $450, to be paid from CFE Contracted Part-time Conference Funds.

Angela L Bell, EEO/Recruitment Coordinator (CCCD), to attend the California Community Colleges (CCC)

Registry Job Fair, January 27 - 28, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of $500, to be paid from Diversity/EEO Funds.

Gayle N Berggren, Instr/Coord (CCC), to attend the eLearning Conference, February 19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $350, including a registration fee of $250, to be paid from PDI Conference and Workshop Funds.

Jill K Bosich, Instructor (OCC), to attend the 2012 Personal Chef Summit, February 10 - 12, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $864, including a registration fee of $349, to be paid from CFE Contracted Full-time Conference Fund, to be reimbursed for lodging due to late night and early morning meetings.

Wes Bryan, President (GWC), to attend the ACCCA Annual Conference, February 22-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $395, to be paid from CDMA Professional and Staff Development Funds.

Treisa S Cassens, Librarian (GWC), to attend the The Academic Senate Accreditation Institute, February 10-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $500, including a registration fee of $380, to be paid from IPD AFT Conference funds F/T, VP/IPD Conference funds.

Treisa S Cassens, Librarian (GWC), to attend the American Library Association Annual Conference, June 21-26, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $800, including a registration fee of $400, to be paid from IPD AFT Conference funds F/T.

Barbara Cooper, Instructor (OCC), to attend the Catersource Conference & Trade Show, February 25 - March 1, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $1,400, including a registration fee of $729, to be paid from CFE Contracted Full-time Conference Funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $525, to be paid from CDMA Professional and Staff Development Funds.

Lorie P Eber, Hourly Instructor (CCC), to attend the California Council on Gerontology and Geriatrics, February 10, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $400, including travel by Air Coach, to be paid from CCA Conference Funds.

Diane M Follis, Staff Specialist (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $200, to be paid from Executive Dean's Ancillary Discretionary Expense.

Judith M Garvey, Dir Electronic Media & Publish (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $525, to be paid from CDMA Professional and Staff Development Funds.

Sean D Glumace, Web/Multi-Media Programmer (GWC), to attend the Digital Media Arts Career Exploration Program, February 1, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $25, including a registration fee of $25, to be paid from VTEA/Perkins funds.

Anna M Greenwald, Staff Assistant (GWC), to attend the Digital Media Arts Career Exploration Program, February 1, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $25, including a registration fee of $25, to be paid from VTEA/Perkins funds.

Nathaniel C Harrison, Coord Cont Ed Instr Services (CCC), to attend the Council of College and Military Educators Annual Symposium, February 13-15, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of $1,950, including a registration fee of $350, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Elaine K Hill, Telecourse Mrktng Co (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $350, to be paid from ISD Ancillary Funds.

Jamie L Jenson, Hourly Instructor (GWC), to attend the California Mathematics Council Community Colleges South - 27th Annual Conference, March 2-3, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $300, including a registration fee of $110, to be paid from IPD Part-Time Conference Funds.

Andrew C Jones, Chancellor (CCCD), to attend the American Association of Community Colleges Annual Convention and ACE Commission on Global Education, April 19-24, 2012, Orlando, FL, without loss of salary, with reimbursement for actual expenses, including a registration fee of $735, travel by Air Coach, to be paid from Chancellor's office conference funds.

Andrew C Jones, Chancellor (CCCD), to attend the American Council on Education Annual Meeting, March 10-13, 2012, Los Angeles, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of $829, to be paid from Chancellor's office conference funds.

Barbara Jean H Jones, Instructor (GWC), to attend the The Conference 2012 - Transforming Learning-Transforming Lives, March 6-9, 2012, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of $1,600, including a registration fee of $525, travel by Air Coach, to be paid from IPD AFT funds, VP IPD Conference funds.

Danny C Jones, Administrative Dean (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $200, to be paid from Executive Dean's Ancillary Discretionary Expense.

Danny C Jones, Administrative Dean (CCC), to attend the Orange County Department of Education: The State of Education in Orange County 2012, February 23, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $20, including a registration fee of $20, to be paid from Contract Education Ancillary College Support funds.

Mahbubur R Khan, Hourly Instructor (CCC), to attend the eLearning 2012 Conference, February 18-20, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $525, to be paid from PDI Conference and Workshop Funds.

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the Network of California Community Colleges Foundation Board Meeting, January 19-21, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $800, including travel by Air Coach, to be paid from Foundation Ancillary funds.

Jessica Kuang, Hourly Instructor (CCC), to attend the Asian Pacific Americans in Higher Education (APAHE) Conference, February 2-4, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $195, travel by Air Coach, to be paid from Title III Grant funds.

Lisa Lee, Instructor (CCC), to attend the Asian Pacific Americans in Higher Education (APAHE) Conference,

February 2-4, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of $1,000, including a registration fee of $195, travel by Air Coach, to be paid from Title III Grant funds.

Frederick J Lockwood, Instructor (CCC), to attend the Career and Technical Education Advisory and Collaborative Meeting, February 28, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $450, including travel by Air Coach, to be paid from VTEA grant funds.

Peter S Maharaj, Mgr, Contract Ed Prg & Service (CCC), to attend the Council of College and Military Educators Annual Symposium, February 12-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of $2,600, including a registration fee of $350, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Richard C Mathias, Hourly Instructor (GWC), to attend the Career and Technical Education Advisory and Collaborative Meeting, February 28, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of $450, including travel by Air Coach, to be paid from VTEA grant funds.

Nicholas D Mitchell, Instructor (GWC), to attend the California Community College Athletic Association Winter Meeting, December 8-10, 2011, Redwood City, CA, without loss of salary, with reimbursement for allowable expenses of $500, including travel by Air Coach, to be paid from Fundraising. The reason for late submission is the meeting was scheduled at the last minute.

Robert D Nash, Dir, Inst Desgn & Fac Support (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $350, to be paid from ISD Ancillary Funds.

Christine P Nguyen, Interim Vice Pres Admn Srvcs (CCC), to attend the American Association of Community Colleges Conference, April 20-24, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of $2,500, including a registration fee of $735, travel by Air Coach, to be paid from Contract Education Ancillary College Support funds.

Christine P Nguyen, Interim Vice Pres Admn Srvcs (CCC), to attend the Orange County Department of Education: The State of Education in Orange County 2012, February 23, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $20, including a registration fee of $20, to be paid from Contract Education Ancillary College Support funds.

Hang M Nguyen, Hourly Instructor (GWC), to attend the California Mathematics Council Community Colleges South - 27th Annual Conference, March 2-3, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of $300, including a registration fee of $110, to be paid from IPD Part-Time Conference Funds.

Craig A Oberlin, Sr Dir, College Info Tech (OCC), to attend the SunGard Summit 2012, March 25, 2012 through March 29, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $2,500, including a registration fee of $1,125, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds. Keep professionals knowledge at the forefront, learn new skills, make new connections and get inspired.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Desert Regional Consortium Retreat, February 1-2, 2012, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of $500, to be paid from RHORC/EWD Grant funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Directors & Statewide Meeting, January 19-20, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized

from District funds no cost to the College.

Shannon M O'Connor, Mgr Recruit/Staf Anl (CCCD), to attend the California Community Colleges (CCC) Registry Job Fair, 01/27/12 - 01/28/12, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of $500, to be paid from Diversity/EEO Funds.

Kenneth R Ostrowski, Hourly Instructor (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $700, including a registration fee of $525, to be paid from CCA Conference Funds.

Omid A Pourzanjani, Dean (GWC), to attend the Association of California College Administrators Annual Conference, February 22-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $510, including a registration fee of $445, to be paid from VTEA/Perkins funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education, March 19-21, 2012, Millbrae, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Roxana C Ross, Librarian (GWC), to attend the 86th Alpha Gamma Sigma Honor Society State Convention, April 20-22, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of $400, including a registration fee of $375, travel by Air Coach, to be paid from VP IPD Conference funds.

Colleen D Rymas, Insur Claims Special (CCCD), to attend the Statewide Association of Community Colleges (SWAC) Annual Board Meeting, January 26, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of $150, to be paid from Risk Services CFCE Conference Funds.

Veronica S Salcedo, Staff Assistant (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $285, to be paid from ISD Ancillary Funds.

Debra A Secord, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Policy Forum and Board Meeting, February 10, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Debra A Secord, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Annual Meeting and Board Meeting, April 12-13, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Andreea M Serban, Interim Vice Chancellor (CCCD), to attend the Orange County Business Council Annual Dinner, February 9, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of $200, including a registration fee of $200, to be paid from Managers & Supervisors Conference funds.

Lisa M Taylor, Hrly/Temp Inst/Resrc (GWC), to attend the Innovations Conference, March 3-11, 2012, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of $1,700, including a registration fee of $600, travel by Air Coach, to be paid from IPD AFT Conference funds 50-60%, VP IPD Conference funds.

Christian B Teeter, sec'y to Board of Trustees (CCCD), to attend the Association of Community College Trustees (ACCT) Community College National Legislative Summit, February 12-16, 2012, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Deborah A Tetnowski, Sys Analyst Special (CCC), to attend the SunGard Summit 2012, March 24 -29, 2012,

Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of $3,700, including a registration fee of $1,125, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds. To learn more about Banner software.

Timothy A Thaler, Hourly Instructor (CCC), to attend the 13th Annual Orange County Economic Forecast, January 24, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of $200, including a registration fee of $95, to be paid from VTEA grant funds.

David L Thompson, Dir., eLearning Research & Dev (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $400, to be paid from ISD Ancillary Funds.

Marie K Vaughan, Isd Staff Aide (CCC), to attend the eLearning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of $250, to be paid from ISD Ancillary Funds.

Lois Y Wilkerson, Interim Vice Pres, Stud Svcs (CCC), to attend the Orange County Department of Education: The State of Education in Orange County 2012, February 23, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of $20, including a registration fee of $20, to be paid from Contract Education Ancillary College Support funds.

5. Curriculum Approval

Subject	**5.01 DIS - Curriculum Approval**
Meeting	Jan 18, 2012 - Regular Meeting
Category	5. Curriculum Approval
Access	Public
Type	Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of Programs/Options/Revisions/Retirements/Suspensions/Reinstatements

File Attachments
Curriculum.docx (60 KB)

Approval of New Courses

The Coastline Community College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following course(s) be approved for inclusion in the curriculum:

Coastline Community College

Effective Fall 2012

ENGL C109 – Essay Writing; 3.0 units
Semester length; 54 lecture semester hours; prerequisite English C099, A099, or G099 or passing score on English Placement Test; fee: none; grading method: Student Option. The basic principles of written composition will be applied through examinations and assigned essays. The process of choosing and shaping a thesis and writing an extended, well-developed essay will be stressed. Students will write essays in different rhetorical modes. This course will transfer to the California State Universities only as an elective, not as fulfillment of the A2 requirement. It will transfer to private and out-of-state colleges and universities only as the first semester of a two-semester Freshman Composition requirement.

Orange Coast College

Effective Fall 2012

Aviation Pilot Training A110 – Introduction to Airport Operations – 3.0 units
Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: graded; Repeatability: none. This course provides students with an introduction to airport operations and operations management. Students will learn about the daily responsibilities of airport operations managers to include airfield inspections, aircraft ramp handling, passenger terminal operations, airport security and cargo handling. In addition the student will be introduced to airport licensing requirements, airport operational administration and performance and environmental planning factors to include noise abatement.

Aviation Pilot Training A115 – Introduction to Airline Operations – 3.0 units
Semester length; 54 lecture semester hours; prerequisite: none; fee: none; grading method: graded; Repeatability: none. This course provides an introduction to airline and corporate flight operations and operations management to include the economic structure of the airlines, airline organization and management, forecasting, scheduling, marketing and fleet selection. In addition, corporate flight operations and the impact of general aviation on the nation's air transportation system are explored. The course also introduces the student to the world of flight operations management to include dispatch, crew scheduling, airframe scheduling and flight following.

Counseling A104 – Career & Life Planning; A Holistic Approach – 3.0 units
Semester length; 54 lecture semester hours; prerequisite: None: fee: $23; grading method: Student option; Repeatability: none. In depth career and life planning: Designed primarily for students uncertain about educational-occupational plans. Standardized tests of interests, personality characteristics, and values are utilized to develop a systemic approach to career and life development. This course emphasizes the importance of taking personal responsibility for one's educational, career and personal decisions to achieve satisfaction through work and life balance.

Culinary Arts A210 – Directed Practice for Culinary Arts 1 – 2.0 units
Semester length; one 6-hr seminar, 120-150 arranged semester hours; prerequisite: Culinary Arts A120, A124, and A149; advisory: Culinary Arts A122; fee: none; grading method: graded. This is a directed practice opportunity for Culinary Arts which includes practical training in the OCC cafeteria operation. Students will rotate through the major areas in the kitchen in supervised settings. Students will be required to follow Culinary Department dress standards. TB clearance required.

Culinary Arts A215 – Directed Practice for Culinary Arts 2 – 2.0 units
Semester length; one 6-hr seminar, 120-150 arranged semester hours; prerequisite: Culinary Arts A122, A200, A210 and A245; fee: none; grading method: graded. This course is primarily a directed-practice (work experience) in an off-site kitchen. Examples of work sites include restaurants, hotels, country clubs or other commercial facilities and are approved by the program coordinator. Students will practice proper interview techniques, develop a resume, career goals and action plan. Students will be required to follow dress standards and company policies of conduct, set by the facility in which they are working. TB clearance required.

Food Service Management A275 – Bar Management – 2.0 units
Semester length; 36 lecture, 9 arranged lab semester hours; prerequisite: none; fee: none; grading method: graded. How to manage a successful beverage operation. Entry level skills of preparing and serving beer, wine and spirits. Manage the bar for profitability to include cost controls, staffing, marketing and regulations that affect operations.

Interior Design A130 – CAD 2D for Interior Design – 2.0 units
Semester length; 36 lecture, 36 lab semester hours; prerequisite: none; fee: none; grading method: graded; repeatability: 2 times. This course introduces Computer Aided Drafting (CAD) as used to produce 2-dimensional design drawings. PCs with Autodesk Architecture or other Industry standard software will be used and instruction will focus on computer drawing a simple project to include the following drawing types: floor plan, site plan, elevations, and enlarged section/details. Students should have basic knowledge of computer operation and file management.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

The Coastline Community College, Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following course revisions be approved for inclusion in the curriculum:

Coastline Community College

Effective Fall 2012

	FROM	**TO**
CST C128 - Network+/Introduction to Networking		
Repeatability:	None	2
CST C245 - Exploring Computer Forensics		
Repeatability:	None	2

Golden West College

Effective Fall 2012

	FROM	**TO**
Floral Design G115 – Wedding Designs		
Course Name and Number:	FLRL G015	FLRL G115
Course Title:	Floral Design-Wedding Designs, Advanced	Wedding Designs
Grading Method:	Letter Grade	Option pass/no pass

Floral Design G120 – Advanced Designs in Global Floristry

Course Name and Number:	FLRL G020	FLRL G120
Course Title:	Designs in Global Floristry, Advanced	Advanced Designs in Global Floristry
Grading Method:	Letter Grade	Option pass/no pass

Floral Design G125 – Advanced Floral Design – Events and Display

Course Name and Number:	FLRL G025	FLRL G125
Grading Method:	Letter Grade	Option pass/no pass

Orange Coast College

Effective Fall 2012

	FROM	**TO**
Communication Studies A151 – Forensics 1		
Units	1.0-4.0	1.0-2.0
Total Hours	18-180	18-36
Weekly Hours	1 Lecture/9 Non-lecture	1-2 hours Lecture/0.25 hours Arranged
Repeatability	4	2
Culinary Arts A236 – Directed Practice for Baking & Pastry 1		
Total Hours	150-186	126-156
Weekly Hours	10 Paid/8 Unpaid	One 6-hour Seminar/ 6.7-8.3 hours Arranged
Repeatability	4	0
Culinary Arts A237 – Directed Practice for Baking & Pastry 2		
Total Hours	150-186	126-156
Weekly Hours	10 Paid/8 Unpaid	One 6-hour Seminar/ 6.7-8.3 hours Arranged
Repeatability	4	0
Food Service Management A284 – Catering		
Weekly Hours	3 hours Lecture/0.5 Lab	3 hours Lecture/0.5 hours Arranged
Medical Assisting A281 – Medical Assisting Clinical Experience		
Units	3.0	3.5
Total Hours	168	198
Weekly Hours	1 hour Lecture/20 hours Internship	3 hours Lecture, 10.6 Internship
Medical Assisting A289 – Clinical Medical Assisting II Specialty Procedures		
Units	1.5	0.5
Total Hours	36	12
Weekly Hours	1 hour Lecture/9 hours Non-lecture	1-2 hours Lecture/0.25 hours Arranged
Length	12 weeks	4 weeks
Machine Technology A120 – Measurement and Blueprint Reading		
Title	Measurement and Blueprint Reading	Blueprint Reading for Manufacturing Technology

Course Suspensions:

The Coastline Community College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following courses be suspended from the curriculum:

Coastline Community College

Effective Spring 2012

Human Services C103	Intro to Stress Management
Human Services C272	Field Practicum

Orange Coast College

Effective Fall 2012

Counseling A120	Career Planning
Emergency Medical Technology A180	Orange County EMT Accreditation
Hospitality, Travel & Tourism A151	Travel & Tourism Workshop

Approval of Programs/Options/Revisions/Retirements/Suspensions/Reinstatements

Approval of New Program/Options:

The Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following new program/options be approved for approval as transfer degrees:

Golden West College

Effective Fall 2012

Associate in Arts in English for Transfer

Required Core: (4.0 units)

English G110 or English G110H	Thinking, Reading and Writing through Literature	4.0 units

List A (two courses 6.0 units)

English G150	American Literature through the Civil War	3.0 units
English G155	American Literature 1865 – present	3.0 units
English G270	British Literature to 1800	3.0 units
English G275	British Literature Since 1800	3.0 units
English G160/G160H	Masterpieces of World Literature through the Renaissance	3.0 units

List B (Select two courses from List B, or any course from List A not already used. (6.0 units)

English G112	Appreciation of Literature	3.0 units
English G114/G114H	Great Myths and Legends	3.0 units
English G280	Creative Writing	3.0 units
English G181/G181H	Shakespeare	3.0 units

List C (Select one course from List C, or any course from List A or B not used above. (3.0-4.0 units)

English G281	Creative Writing: Prose	3.0 units
English G143	Introduction to Children's Literature	3.0 units
Spanish G285	Intermediate Spanish 2	4.0 units
Journalism G180	Introduction to Mass Communications	3.0 units
Theater G100 or Humanities G132	Introduction to Theater	3.0 units

Required subtotal 19.0-20.0 units

CSU General Education Breadth or IGETC Pattern 37.0-41.0 units
Transferable Electives (as needed to reach 60.0 transferable units)

DEGREE TOTAL 60.0 units
Double counting course in GE and the major is permissible.

Associate in Arts in Political Science for Transfer

Required Core: (3.0 units)

Political Science G180	American Government	3.0 units

List A: Select three courses: (9 -10 units)

Political Science G150	Political Philosophy	3.0 units
Political Science G185	Comparative Politics	3.0 units
Political Science G120	International Relations	3.0 units
Political Science G100	Introduction to Political Science	3.0 units
Math G160	Introduction to Statistics	4.0 units

List B: Select two courses: (6.0-7.0 units)

Any list A course not used above

Political Science G101	Survey of Current Issues	3.0 units
Political Science G120	Principles of the United Nations	3.0 units
Political Science G130	Law in American Society	3.0 units

Required Subtotal 18.0-19.0 units

CSU GE Breadth or IGETC Pattern 37.0-41.0 units
Transferable Electives (as needed to reach 60.0 transferable units)

DEGREE TOTAL 60.0 units
Double counting courses in GE and the major is permissible.

Video Production
Certificate of Specialization

Digital Media G141	Documentary Video Production	3.0 units
Digital Media G260	Non-Linear Editing II	3.0 units
Digital Media G163	Intro to Motion Graphics	3.0 units

Total units required: 9.0 units

Program/Option Revisions:

The Coastline Community College, Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

Coastline Community College

Effective: Fall 2012

Emergency Management/Homeland Security - Certificate of Achievement

Elective Course:	Delete	CIS C190 CIS C191

Emergency Management / Homeland Security - Associate in Arts Degree

Elective Course:	Delete	CIS C190 CIS C191
	Add	MS C101 MS C102 MS C144

Golden West College

Effective Fall 2012

Computer Business Applications – Major

Required course:	Delete	CBA G150 CBA G151
	Add	CBA G152
Program Units:	Increase	From 21.5 to 21.5 - 29.5 units

Orange Coast College

Effective Fall 2012

Culinary Arts: Baking & Pastry - Certificate of Achievement

Certificate Title:	Delete:	Baking & Pastry
	Add:	Advanced Baking & Pastry
Required courses:	Add:	Culinary Arts A100 Culinary Arts A237 Food Service Management A151 Food Service Management A250 Food Service Management A260
Program Units:	Increase:	From 20.0-21.0 units to 36.0 units

CULINOLOGY®

Current Program

CULINARY AND FOOD SCIENCES

The corporate headquarters of several restaurant chains as well as large and small food manufacturers are located in the Southern California area. Opportunities exist for persons trained in culinary arts and food science to find interesting and rewarding careers with these companies. Orange Coast College's Culinary and Food Sciences program is designed for students who are interested in working as assistants in the following field: food research and development, quality assurance, sensory, or flavor chemistry.

Program Outcomes

Graduates will:

- Be competent entry-level Culinary and Food Science assistants meeting the employment needs of the community.
- Communicate and work effectively with Chefs and Food Scientists and clientele.

CERTIFICATE OF ACHIEVEMENT

Required Courses

Course			Units
FALL			
Culinary Principles	CA	A120	(3)
Pantry	CA	A149	(2)
Careers in Dietetics/Food Sci	FN/NC	A100	(1)
Nutrition	FN	A170	(3)
Food Production Management	FSM	A151	(2)
Sanitation & Safety	FSM	A160	(3)
Intermediate Algebra	MATH	A030	(3)
(Or)			
Technical Math	TECH	A040	(3)
SPRING			
Principles of Baking	CA	A124	(3)
Food Science	FN	A195	(4)
Menu Planning & Purchasing	FSM	A250	(3)
Preparatory General Chemistry	CHEM	A130	(4)
(Or)			
Principles of Chemistry	CHEM	A100	(3)
Internship Academy Level 2	ITRN	A393	(2-4)
		Total:	**32-33**

CULINOLOGY®

Associate in Science Degree Program

The Culinology® transfer option is articulated with the Culinology® track of the Food Science and Technology major at Cal Poly Pomona, Department of Human Nutrition and Food Science, and the coursework has received approval from the Research Chefs' Association. Students must meet the Associate in Science Degree requirements and have Orange Coast College certify their General Education coursework before CSU transfer.

~~Culinology®, as defined by the Research Chefs' Association, is the blending of the culinary arts and the science of food. Students completing this certificate will have career opportunities in food manufacturing, chain restaurants, hotels, ingredient supply houses, consulting and academia, R & D, sales, marketing, manufacturing, distribution, and the media.~~

~~The Research Chefs' Association suggests that students take additional Culinary Arts courses such as CA A255, Advanced Garde Manger and CA A265, Ala Minute Continental Cooking to enhance their culinary skills.~~

~~*Culinology® students should obtain materials from the Transfer Center for complete details on transferable courses.*~~

~~Program Outcomes~~

~~Graduates will:~~

~~Be competent entry-level Culinary and Food Science assistants meeting the employment needs of the community.~~

~~Communicate and work effectively with Chefs and Food Scientists and clientele.~~

~~Be able to transfer to selected colleges in Culinology®.~~

~~Culinology® students should obtain materials from the Transfer Center for complete details on transferable courses.~~

~~**ASSOCIATE IN SCIENCE DEGREE PROGRAM**~~

~~In addition to completion of the prerequisite and required courses below, this program requires completion of the Associate in Science General Education as listed in the catalog. Students planning to transfer to Cal Poly Pomona need to complete General Education certification for the California State University System.~~

~~Required Courses~~

~~Course~~			~~Units~~
~~Culinary Principles~~	~~CA~~	~~A120~~	~~(3)~~
~~Principles of Baking~~	~~CA~~	~~A124~~	~~(3)~~
~~Pantry~~	~~CA~~	~~A149~~	~~(2)~~
~~Garde Manger~~	~~CA~~	~~A200~~	~~(2)~~
~~Preparatory General Chemistry~~	~~CHEM~~	~~A130~~	~~(4)~~
~~General Microbiology~~	~~BIOL~~	~~A210~~	~~(5)~~
~~Careers in Dietetics/Food Sci~~	~~FN/NC~~	~~A100~~	~~(1)~~
~~Nutrition~~	~~FN~~	~~A170~~	~~(3)~~
~~Food Science~~	~~FN~~	~~A195~~	~~(4)~~
~~Sanitation & Safety~~	~~FSM~~	~~A160~~	~~(3)~~
~~Food Production Management~~	~~FSM~~	~~A151~~	~~(2)~~
~~Menu Planning & Purchasing~~	~~FSM~~	~~A250~~	~~(3)~~
~~Internship Academy Level 2~~	~~ITRN~~	~~A393~~	~~(2-4)~~
~~Intro to Statistics~~	~~MATH~~	~~A160~~	~~(3)~~
~~(Or)~~			
~~Honors Intro to Statistics (3)~~	~~MATH~~	~~A160H~~	
~~(Or)~~			
~~Statistics for Behavioral Sci (3)~~	~~PSYC~~	~~A160~~	
		~~Total:~~	~~(40)~~

~~*Culinology® is the registered trademark of the Research Chefs Association.*~~

NEW VERSION

CULINOLOGY® AND FOOD SCIENCE

Culinology®, as defined by the Research Chefs' Association, is the blending of the culinary arts and the science of food. Students completing this certificate will have career opportunities in food manufacturing, chain restaurants, hotels, ingredient supply houses, consulting and academia, new product development, sales, marketing, manufacturing, distribution, and the media.

The corporate headquarters of several restaurant chains as well as large and small food manufacturers are located in the southern California area. Opportunities exist for persons trained in culinary arts and food science to find interesting and rewarding careers with these companies.

Program Prerequisite			
Sanitation & Safety	FSM	A160	(3.0)
Careers in Dietetics/Food Science	FN/NC	A100	(1.0)
Nutrition	FN	A170	(3.0)
	Total		(7.0)

Level 1 – Culinary Food Science Assistant

Orange Coast College's Culinary and Food Sciences Assistant program is designed for students who are interested in working as assistants in the following fields: food research and development, product development, recipe development, product duplication, quality assurance, sensory, or flavor chemistry.

Program Outcomes

Graduate will be competent entry-level Culinary and Food Science assistants meeting the employment needs of the community and be able to communicate and work effectively with Chefs, Food Scientist and clientele.

Required Courses

First Semester			
Culinary Principles 1	CA	A120	(3.0)
Principles of Baking	CA	A124	(2.0)
Food Science	FN	A195	(4.0)
Intermediate Algebra	MATH	A030	(4.0)
Second Semester			
Pantry	CA	A149	(2.0)
Cultural Foods	FN	A185	(2.0)
Preparatory General Chemistry	CHEM	A130	(4.0)
Directed Practice Culinology/FS	FN	A286	(2.0)
	Total:		(30.0)

Level II Culinology – Professional Level
Associate of Science Degree Program

The Level II Culinology and Food Science degree requires an Associate in Science; see Catalog f additional course requirements. Transfer students following the CSU General Education Breadth Requirements (CSU GE) must select courses in bold print.
This Culinology® Level II option is articulated with the Food Science and Technology, Culinology® track in the Department of Human Nutrition and Food Science at Cal Poly Pomona. The coursework has received approval from the Research Chefs' Association. Students must complete both Level I and II and meet the Associate in Science degree requirements. Students should certify their General Education coursework before transfer.
The Research Chefs' Association suggests that students take additional Culinary Arts courses such as CA 255, Advanced Garde Manger and CA 265 Ala Minute Continental Cooking to enhance their culinary skills.

Program Outcomes

Graduates will:

- Be competent entry-level Culinary and Food Science assistants meeting the employment needs of the community.
- Communicate and work effectively with Chefs and Food Scientists and clientele.
- Be able to transfer to selected colleges in Culinology®.

Culinology® students should obtain materials from the Transfer Center for complete details on transferable courses.

Level 1 Culinary Food Science Assistant (30.0)

First Semester			
Menu Planning & Purchasing	FSM	A250	(3.0)
Culinary Principles 2	CA	A122	(2.0)
General Chemistry	CHEM	A180	(5.0)
Trigonometry	MATH	A120	(3.0)

Second Semester

Cell & Molecular Biology	BIOL	A180	(4.0)
Directed Practice Culinology/FS	FN	A286	(2.0)
Intro to Statistics	MATH	A160	
OR			
Statistics for Behavioral Science	PSYC	A160	(3.0)
General Microbiology	BIOL	A210	(5.0)
	Subtotal		(27.0)
	TOTAL		(57.0)

Culinology® is the registered trademark of the Research Chef's Association

Interior Design – Interior Merchandising Certificate of Achievement

Required Courses:	Add:	Art A110
		Interior Design A130

Interior Design – Interior Design Professional Level Certificate of Achievement

Required Courses in Selected Units:	Add:	Art A111
		Art A116
		Construction Technology A116
		Display and Visual Presentation A180
		Interior Design A265
		Photography A120
		Photography A123
Program Units:	Increase:	From 62.0 units to 65.0 units

Radiologic Technology – Radiologic Technology Certificate of Achievement, AS Degree

Program Units:	Increase:	From 64.5 units to 65.0 units

NOTE: Required course, RADT A277 unit change from 5.5 to 6.0

Speech, Language, Pathology Assistant – Certificate of Achievement, AS Degree

Required Courses:	Delete:	Speech, Language, Pathology Assistant A160
Program Units:	Decrease:	From 52.5 units to 52.0 units

Program Suspensions:

The Orange Coast College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following program be approved for suspension:

Orange Coast College

Effective Fall 2012

Food Service Management Institutional – Child Nutrition Program Management

6. Authorization for Student Trips

Subject	**6.01 OCC - Student Trips**
Meeting	Jan 18, 2012 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Type	Consent

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

Spring 2012 - 0range Coast College Overnight Athletic Trips:

Baseball
Coach: John Altobelli, Assistant Coaches: Kevin Snapp, Dave Bowman, Jeff Piaskowski (Sr.), Bob Batsole, Chip Dill, Nick McDonald, Ryan Sheeks
February 2-6, Cuesta College, San Luis Obispo CA
February 15-19, College of the Desert, Palm Desert, CA
May 3- 6, So. Cal. Regionals, TBA
May 10-14, Super Regional Playoffs, TBA
May 17-21, Final Four State Championships, Bakersfield

Men's Golf
Coach: Sean Collins, Assistant Coach: John Ortega
April 29-May 1, OEC Tournament, Los Serranos CA
May 6-8, So. Cal. Regional Tournament, TBA
May 13-15, State Championships, TBA

Men's & Women's Swim & Dive
Coaches: Anthony Iacopetti and Bryan Franzen, Assistant Coach: Keith Ryan and Adam Lee
March 8-11, Cuesta Invitational, San Luis Obispo CA
April 5- 8, Pasadena Invite, Pasadena CA
April 25-29, State Championships, East Los Angeles CA

Men's Tennis
Coach: Chris Ketcham, Assistant Coach: N/A
April 16-18, So. Cal Duals (1st Round), TBA
April 23-25, So. Cal Duals (2"d Round), TBA
April 25- 30, Ojai Tournament, Ojai CA
May 1-3, So. Cal Duals (3rd Round), TBA
May 2-6, So. Cal Regionals, TBA
May 10-13, State Championships, San Diego CA

Women's Tennis
Coach: Janice Maran, Assistant Coach: N/A
April 25- 30, Ojai Tournament, Ojai CA
May 2- 6, So. Cal Regionals, College of the Desert, Palm Desert CA
May 9-13, State Championships, Grossmont, El Cajon CA

Men's & Women's Track & Field

Coach: John Knox, Assistant Coaches: Marco Ochoa, Doug Smith, David Fier, Gordie Fitzel, Erich Moreno, Ian Jennings and Autumn Garcia
April 9-12, SoCal Multi-Event Championships, Cerritos College, Cerritos CA
May 4- 6, SoCal Prelims, San Diego Mesa, San Diego CA
May 11-13, So Cal Finals, San Diego Mesa, San Diego CA
May 17-20, State Championships, Cerritos College, Cerritos CA

Men's Volleyball
Coach: Travis Turner, Assistant Coaches: Scott Panaro, Matt Skolnik, Stephen Astor and Monte Tucker
February 17-20, UC David Tournament, UC Davis, Davis CA

Men's Crew
Coach: Paul Prioleau, Assistant Coach: Pat Gleason
February 17-19, UCSD, Mission Bay, San Diego CA
March 30- April 2, San Diego Crew Classic, Mission Bay, San Diego CA
April 13-16, Stanford Invitational Regatta, Redwood Shores CA
April 27- 30, Winter Intercollegiate Rowing Championships, Gold Run CA
May 11-13, Dad Vails Regatta, Philadelphia PA
May 11-13, ECAC Championships, Worcester MA
May 25-28, American Collegiate Rowing Championships, Gainsville GA

Women's Crew
Coach: Laura Behr, Assistant Coaches: Ashley Genrich and Monica Morrill
February 9-12, UC Davis Race, Sacramento CA
February 24-26, SDSU, Mission Bay, San Diego CA
March 30- April 2, Crew Classic, Mission Bay, San Diego CA
April 28-May 4, Winter Intercollegiate Rowing Championships, Sacramento CA
May 10-13, Dad Vails Regatta, Philadelphia PA
May 25-28, American Collegiate Rowing Championships, TBA

Transportation: District Vehicles, Personal Vehicles and Airlines where applicable.

7. Authorization for Special Projects

Subject	**7.01 OCC - Special Projects**
Meeting	Jan 18, 2012 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Type	Consent

Coaches vs Cancer Basketball Games
Location: Peterson Gym - OCC
Date: February 10, 2012
Department: OCC Physical Education & Athletics
Purpose: The Physical Education & Athletics Division will be collecting donations at the home basketball contests on February 10, 2012 in order to make a donation to the American Cancer Society on behalf of Orange Coast College.
Cost/Funding Source: N/A

Spring Garden Show
Location: Costa Mesa, CA
Dates: April 25 - 29, 2012
Department: OCC Horticulture Club
Cost/Purpose/Funding: Total Amount $2,500; for registration cost, building supplies, vehicle rental, and miscellaneous expenses; to be paid from ASOCC, fundraising, sponsorships, and club funds. Display at South Coast Plaza
Transportation: District and personal vehicle

Subject	**7.02 GWC - Special Projects**
Meeting	Jan 18, 2012 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Type	Consent

Gift cards for Winners of Scheduled Calendar of Events Activities for Spring 2012
Date(s): February 1 - June 30, 2012
Department: Student Activities
Purpose: Purchase gift cards for scheduled Calendar of Events prizes. Names of winners will be kept on file in the Student Activities Office.
Cost/purpose/funding source: $1,700 for gift cards from ASGWC funds.

Mi Casa Club Merit Awards
Date(s): January 30 – June 30, 2012
Department: Student Activities
Purpose: Award Follett bookstore gift cards for club, campus, and community participation. Club Advisor to submit names of award recipients to Student Activities Office.
Cost/purpose/funding source: $500 for gift cards from Mi Casa Club funds.

Welcome Back Event and Entertainment
Date(s): February 7, 2012
Department: Student Activities
Purpose: Welcoming GWC students to campus
Cost/purpose/funding source: $1,200 for food, supplies and entertainment from ASGWC funds.

Diversity Week
Date(s): April 16, 2012 – April 19, 2012
Department: Student Activities
Purpose: To promote campus wide diversity
Cost/purpose/funding source: $2,500 for food and supplies from ASGWC funds.

Pass the Gavel Dinner with Board of Trustees
Date(s): May 16, 2012
Department: Student Activities
Purpose: Annual Change of the Council
Cost/purpose/funding source: $1,000 for food and supplies from ASGWC funds

ASGWC Awards Banquet
Date(s): May 25, 2012
Department: Student Activities
Purpose: Annual Awards Banquet
Cost/purpose/funding source: $1,000 for food and supplies from ASGWC funds.

ASGWC/ICC Appreciation Lunch
Date(s): May 11, 2012
Department: Student Activities
Purpose: Annual Appreciation Luncheon
Cost/purpose/funding source: $1,000 for food and supplies from ASGWC funds.

Earth Day Recognition
Date(s): April 24, 2012
Department: Student Activities
Purpose: To celebrate Earth Day and promote sustainability
Cost/purpose/funding source: $300 for food and supplies from ASGWC funds.

ASGWC End of Year Event
Date(s): May 2, 2012
Department: Student Activities
Purpose: To encourage participation in campus life
Cost/purpose/funding source: $1,000 for food and supplies from ASGWC funds.

Red Cross Donor Days
Date(s): March 20-22, 2012
Department: Student Activities
Purpose: Partnership with Red Cross for blood donations
Cost/purpose/funding source: $150 for food and supplies from ASGWC funds.

Battle of the Bands Competition
Date(s): March 15, 2012
Department: Student Activities
Purpose: Contest to encourage participation in campus life. Winner to perform at Earth Day Celebration
Cost/purpose/funding source: $500 for food and supplies from ASGWC funds.

ASGWC/ Intercultural Program Cancer Awareness Day
Date(s): April 26, 2012
Department: Student Activities
Purpose: Student outreach regarding health issues and to promote cancer awareness
Cost/purpose/funding source: $100 for food and supplies from ASGWC funds and $500 for food, supplies, entertainment and guest speaker fees from ICP funds.

Swimming Invitational Tournament
Date(s): February 24, 2012
Department: Athletics
Purpose: Competition for men's and women's swimming teams
Cost/purpose/funding source: $3,000 for game officials and helpers from auxiliary funds.

International Students Club Meeting Lunches
Date(s): Spring 2012
Department: International Student Program
Purpose: Lunches served at International Students Club meetings to engage and retain international and resident students
Cost/purpose/funding source: $400 for refreshments from International Student Program funds.

Semi-Annual Math Competition
Date(s): March 16, 2012
Department: Math/Sciences
Purpose: To showcase student mathematical knowledge.
Cost/purpose/funding source: $340 for 1st & two 2nd place awards & name plate from Math Competition Foundation funds.

New International Student Program Spring 2012 Orientation
Date(s): January 27, 2012
Department: International Student Program
Purpose: Required orientation for all new international students
Cost/purpose/funding source: $700 for refreshments and supplies from International Student Program funds.

Academic Senate Meetings & Events
Date(s): Spring 2012
Department: Academic Senate/iPD/Staff Development
Purpose: For Academic Senate meetings and events
Cost/purpose/funding source: $500 for refreshments from the President's Discretionary funds.

Refreshments for Campus Meetings (Managers Meetings, Chancellor's Cabinet, Forums, etc.)
Date(s): Spring 2012
Department: President's office
Purpose: Refreshments for campus meetings
Cost/purpose/funding source: $1,000 for refreshments from President's Discretionary funds.

Chefs for Scholarships 2012
Date(s): September 23, 2012
Department: Foundation
Purpose: Annual GWC Patron's Fundraising event
Cost/purpose/funding source: $20,000 for refreshments, supplies, advertising,,awards, maintenance and security personnel, honorariums, licenses, gift cards, beer, wine, independent contractors, and printing from Foundation funds.

Nursing 100 Student Orientation/Luncheon
Date(s): January 11, 2012
Department: School of Nursing
Purpose: Orientation to campus, Nursing program, labs and schedule for new incoming Nursing students.
Cost/purpose/funding source: $600 for lunch and special handouts from Foundation funds.
(Submitted late due to last minute planning)

Semi-Annual Math Competition
Date(s): November 18, 2011
Department: Math/Sciences
Purpose: To showcase student mathematical knowledge.
Cost/purpose/funding source: $300 for 1st place and two 2nd place awards from Math Competition Foundation funds.
(Submission after the fact due to staff miscommunication.)

Classified Connection Meeting
Date(s): November 18, 2011
Department: Classified Connection
Purpose: To build a sense of community within the Classified ranks.
Cost/purpose/funding source: $45 for refreshments and napkins from Classified Connection funds.
(Submission after the fact due to staff miscommunication.)

CARE Adopt-a-Family Holiday Program
Date(s): December 15, 2011
Department: EOPS/CARE

Purpose: To provide CARE students and their families with gifts and gift cards for the holidays.
Cost/purpose/funding source: $2,000 from CARE and Adopt-a-Family funds.
(Submission after the fact due to receipt of a late donation making funds available at the last minute)

Golden West College Gala 2012
Date(s): March 24, 2012
Department: Foundation
Purpose: Annual fundraising event
Cost/purpose/funding source: $80,000 for facility rental, food, entertainment, auction services, auction items including travel, goods, services, and alcohol, gift cards for silent auction and opportunity drawings, opportunity drawing registration fee, wine and alcohol service at event, printing, payroll, and event planning meeting expenses from Foundation funds.
(Revision is to add purchase of gift cards. Previous Board approval: 7/20/11.)

Texas Hold 'Em Tournament
Date(s): November 19, 2011
Department: Foundation
Purpose: Fundraising event
Cost/purpose/funding source: $5,000 for food, beverages, gifts cards for opportunity drawings, facility rental and printing from Foundation funds.
(Revision is to add purchase of gift cards. Previous Board approval: 7/20/11.)

Chefs for Scholarships 2011
Date(s): September 17, 2011
Department: Foundation
Purpose: Annual GWC Patrons Fundraising event
Cost/purpose/funding source: $16,000 for food/refreshments, supplies, gifts cards for opportunity drawings, and printing from Foundation funds.
(Revision is to add purchase of gift cards. Previous Board approval: 8/17/11.)

Softball Team Annual Cookie Dough Sale
Date(s): November-December 2011
Department: PE/Athletics
Purpose: fundraiser for the Women's Softball Team
Cost/purpose/funding source: $2,100 for cookie dough to be paid from collected funds.
(Revision is to increase the amount from $2,000 due to price increase. Previous Board approval: 9/7/11.)

Subject	**7.03 DIS - Special Projects**
Meeting	Jan 18, 2012 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Type	Consent

REVISION TO PREVIOUS BOARD ITEMS

California Community Colleges Registry Job Fair
Date: January 28, 2012
Location: Westin, LAX
Department: Human Resources (Recruitment & Staff Analysis)
Purpose: Participation in California Community Colleges Registry Job Fair to enhance the District's staff diversity recruitment efforts for faculty and administrative positions.
Cost: Participation and booth registration fee of $1,900. Additional cost, not to exceed $,3000 for hospitality suite, catering, two (2) hotel room reservations, travel, parking and meals for up to 10 staff members to be reimbursed individually from District and Campus staff diversity funds. A list of participants will be on file with the Chancellor's Office prior to the event. (Original Board approval 12/14/11; Revision to include hospitality suite, catering and two (2) hotel room reservations. No change in total cost.)

Subject	**7.04 CCC - Special Projects**
Meeting	Jan 18, 2012 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Type	Consent

Early College High School Winter Dance
Date: February 10, 2012; 7:00 – 11:00 p.m.
Location: Costa Mesa Center
Department: Early College High School
Purpose: Fundraising for future ECHS activities
Funding Source: Early College High School Associated Student Body funds.

2012 Visionary of the Year Awards Luncheon Fundraiser
Date: March 23, 2012; 11:00 a.m. – 3:00 p.m.
Location: Westin South Coast Plaza, Costa Mesa (Revision is to change date. Prior Board Approval: 12/14/11)
Department: Foundation
Purpose: Fundraising
Cost/purpose/funding source: NTE $60,000/to purchase materials and refreshments. Funding is from participants' registration fees and Foundation ancillary funds.

8. Authorization for Disposal of Surplus

Subject	**8.01 Authorization for Disposal of Surplus**
Meeting	Jan 18, 2012 - Regular Meeting
Category	8. Authorization for Disposal of Surplus
Access	Public
Type	Consent

File Attachments

011812Surplus.pdf (10 KB)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Chairs (42)	---	---	---	P
Computer	9058663	---	JD54341	P
Keyboards (54)	---	---	---	P
DeskStation	9032409	PA270U	7998180	P
Printer	9022974	121640PS	XH7410515AJ	P
Computer	9055317	Precision 670	8CQJD61	P
Monitor (12/14/11 correction)	9053894	---	MX-08G152-47605-35L-AHF1	P
Printer	9025513/9034441	NP6030	(2 bar codes on one printer)	P
Computer	9024676	ACP-MT3	23558	I
Computer	9024668	ACP-MT3	23541	I
Computer	9024656	ACP-MT3	23549	I
Computer	9024677	ACP-MT3	23550	I
Computer	9024658	ACP-MT3	23556	I
Computer	9024659	ACP-MT3	23564	I
Computer	9024671	ACP-MT3	23553	I
Computer	9024662	ACP-MT3	23551	I
Computer	9024673	ACP-MT3	23543	I
Computer	9024670	ACP-MT3	23548	I
Computer	9024675	ACP-MT3	23542	I
Computer	9024666	ACP-MT3	23562	I
Computer	9032038	ACP-MT3	27380	I
Computer	9024657	ACP-MT3	23560	I
Computer	9024674	ACP-MT3	23554	I
Computer	9024654	ACP-MT3	23563	I
Computer	9024655	ACP-MT3	23544	I
Computer	9024663	ACP-MT3	23565	I
Computer	9024665	ACP-MT3	23557	I
Computer	9024661	ACP-MT3	23545	I
Computer	9024660	ACP-MT3	23559	I
Computer	9024664	ACP-MT3	23552	I
Computer	9024667	ACP-MT3	23546	I
Computer	932037	ACP-MT3	27377	I
Monitor	9031905	VP150	E890420118	I
Monitor	9031910	VP150	E890420134	I
Monitor	9023946	VP150	E884815210	I
Monitor	9025692	VP150	E893144087	I
Monitor	9023945	VP150	E890420116	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9053726	1701FP	MX-08G152-47605-31F-AV2R	I
Monitor	9031903	VP150	E890420120	I
Monitor	9053031	VE150	GU14100737	I
Monitor	9053033	VE150	Gu14100399	I
Monitor	9053032	VE150	GU13700257	I
Monitor	9025242	VP150	E891630819	I
Monitor	9031795	VP150	E890420189	I
Monitor	9053030	VE150	GU13700241	I
Plotter	9048394	C4713A	SG11H1102F	I
Electronic Pump	9040399	949-9451	21167702	I
Keyboards (1 box)	---	---	---	I
File cabinets (2)	---	---	---	I
Treadmill	9069570	7631-SUSAPO	AP61218417	I
Treadmill	9069567	7631-SUSAPO	AP61218419	I
Treadmill	9069563	7631-SUSAPO	AP61218406	I
Treadmill	9069569	7631-SUSAPO	AP61218433	I
Treadmill	9069571	7631-SUSAPO	AP61218400	I
Treadmill	9069566	7631-SUSAPO	AP61218427	I
Treadmill	9069565	7631-SUSAPO	AP61218424	I
Treadmill	9069559	7631-SUSAPO	AP61218409	I
Treadmill	9069568	7631-SUSAPO	AP61218415	I
TV	9025075	25L-M180	612009	P

9. Authorization to Enter Into Standard Telecourse Agreements

Subject	**9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
Meeting	Jan 18, 2012 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

ANTHROPOLOGY: THE FOUR FIELDS
North Carolina Community College System (NC)
Term of Agreement: September 1, 2011 – August 31, 2014

CHILD DEVELOPMENT: STEPPING STONES
Howard Community College (MD)
Term of Agreement: February 1, 2012 – January 31, 2013

NILRC (IL)
Term of Agreement: January 1, 2012 – December 31, 2015

North Carolina Community College System (NC)
Term of Agreement: September 1, 2011 – August 31, 2014

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD
City Colleges of Chicago, Center for Distance Learning (IL)
Term of Agreement: January 1, 2012 – December 31, 2014

HUMANITIES THROUGH THE ARTS
Lamar State College - Orange (TX)
Term of Agreement: January 1, 2012 – December 31, 2012

Madonna University (MI)
Term of Agreement: September 1, 2011 – August 31, 2014

TRANSITIONS THROUGHOUT THE LIFE SPAN
NILRC (IL)
Term of Agreement: January 1, 2012 – December 31, 2015

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.

10. Approval of Clinical Contracts

Subject	**10.01 OCC - Clinical Contracts**
Meeting	Jan 18, 2012 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

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

RENEWAL

Presbyterian Intercommunity Hospital — Non-Standard Clinical Affiliation Agreement
Whittier, CA
Term: March 2, 2012 to March 1, 2014
Compensation: None
(See Agreement # 7)

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
Presbyterian Intercommunity Hospital-OCC Agreement 2011-12-14.pdf (76 KB)

Subject	**10.02 GWC - Clinical Contracts**
Meeting	Jan 18, 2012 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

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

RENEWAL

St. Jude Hospital
Fullerton, California
January 1, 2012 – December 31, 2015
Compensation – None
(See St. Jude Clinical Agreement, Attachment # 8)

Non-Standard Clinical Affiliation Agreement

Westminster Senior Center
Westminster, California
January 1, 2012 – December 31, 2017
Compensation – None

Standard Clinical Affiliation Agreement

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

File Attachments
St Jude Clinical Agreement.pdf (92 KB)

11. Approval of Standard Agreements

Subject	**11.01 CCC – Scope of Work (Standard Agreement)**
Meeting	Jan 18, 2012 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2012-60 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, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-60 under the Master Services Agreement (Board Approved: 2/3/10), between Chevron Products Company and the Coast Community College District for the Safety Instrumented Systems – Phase 2 Workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $3,000 income from Chevron Products Company payable upon completion of project deliverables.

12. Authorization for Purchase of Institutional Memberships

Subject	**12.01 OCC - Institutional Memberships**
Meeting	Jan 18, 2012 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

NEW

Name and Acronym: American College Health Association (ACHA)
Term of Membership: 2011-2012
Cost: $375 for membership; $25 application fee; Total: $400 from OCC Student Health Center Ancillary Account: 1000-247500-6700.
Purpose: Membership will provide us with the opportunity to participate in the premier college health organization in the nation, and will give us access to health information data and materials. We will be administering the National College Health Assessment this year, and membership will greatly reduce the cost of the survey to our college.

Subject	**12.02 GWC - Institutional Memberships**
Meeting	Jan 18, 2012 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Journalism Association of Community Colleges (JACC)
Term of Membership: July 1, 2011 – June 30, 2012
Cost: $100
Purpose: Mail-in contests for student journalism competition.

Subject	**12.03 CCC – Institutional Memberships**
Meeting	Jan 18, 2012 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: The College Board
Term of Membership: November 1, 2011 — October 31, 2012
Cost: $325
Purpose: Membership provides services for the College to better meet the needs of non-traditional students and opportunities for communication across educational segments on important educational issues.

Revision to Previous Board Action

Name and Acronym: Newport Beach Chamber of Commerce
Term of Membership: December 1, 2011 – December 1, 2012
Cost: $425 (Revision is to change term of membership and increase dues by $15 for a total revised amount of $425. Prior Board Approval: 8/3/11)
Purpose: Supports College in their community relations outreach efforts.

13. Authorization for Off-Campus Assignments

Subject	**13.01 DIS-Off Campus Assignment**
Meeting	Jan 18, 2012 - Regular Meeting
Category	13. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

Andrew C. Jones, Chancellor, to serve on the National Diversity Council Board of Directors, from July 1, 2011 through June 30, 2012, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

14. Personnel Items

Subject	**14.01 District**
Meeting	Jan 18, 2012 - Regular Meeting
Category	14. Personnel Items
Access	Public
Type	Discussion

a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
b. Authorization for Changes in Salary Schedule
c. Authorization for Schedule Changes, Classified Staff
d. Authorization for Professional Experts
e. Approval of Sabbatical Leave Requests

File Attachments
Open.pdf (20 KB)

PERSONNEL ITEMS

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

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

Administrator

Name	LOC	Title	Action	Effective Date
Nish, Melinda	OCC	Vice President of Instruction	Resign	01/20/12

Classified Management

Name	LOC	Title	Action	Effective Date
McCord, Kimberly	DIST	Adm Dir Fiscal Affairs	Resign	02/03/12

b. Authorization for Changes in Salary Schedules

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

Classification	Range	Changes
Educational Administrator		
Public Safety Coordinator G-20 to Public Safety Training Coordinator	D-20	Revise title and range

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

Name	LOC	Title	From	To	Start Dt	End Dt
Beale, Michael	OCC	Specialist Aide	80%	100%	12/17/11	01/31/12

d. Authorization for Professional Experts

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

Professional Experts over $10,000.00

Breihan, John M., CCC, to assist with Instructional Services department, for the period 01/19/12 to 05/31/12, to be paid by timecard at $100.00 per unit, 24.375 units per week for 20 weeks, compensation to be $48,750.00, funding source is General Fund.

Leighton, John F., CCC, to research, develop, write and edit grant proposals for the Planning and Development Department, for the period 01/19/12 to 04/09/12, to be paid by timecard at $100.00 per unit, 10 units per week for 12 weeks, compensation to be $12,000.00, funding source is General Fund.

Parker, Tracy, DIST, to assist the Interim Coordinator of Educational And Grant Services and grant project director with tracking and reporting for all grant activities, monitoring and controlling all grant expenditures and budgets, and assisting with all grant reporting, for the period 02/01/12 to 06/30/12, to be paid by timecard at

$100.00 per unit, 14.29 units per week for 21 weeks, compensation to be $30,000.00, funding source is Grant Funds (CTE Community Collaborative Year Four Grant, Evaluation Grant and CTE Community Collaborative Supplemental Grant).

Tran, Thu H., CCC, to revise programming codes for online courses, converting new and revised courses into Moodles, and laying out content for student guide revisions for Instructional Systems Development, for the period 02/10/12 to 07/09/12, to be paid by timecard at $10.00 per unit, 75 units per week for 20 weeks, compensation to be $15,000.00, funding source is Ancillary Funded Program.

Other Professional Experts

Wordes, John, GWC, to assist in the coordination and facilitation of GWC special events and projects including the Gala, Scholarship and Awards Ceremony, graduation, and the College History Project, for the period 12/15/11 to 06/30/12, to be paid at $100.00 per unit, 3.22 units per week for 31 weeks, compensation NTE $10,000.00, funding source is General Fund, President's Office.

e. Approval of Sabbatical Leave Requests

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

COASTLINE COLLEGE

	Sabbatical Leave Dates
Montague, Judy	Fall 2012

GOLDEN WEST COLLEGE

	Sabbatical Leave Dates
Carter, Warren	Spring 2013
Chovan, Maria	Spring 2013
Hils-Williams, Jacqueline	Fall 2012 & Spring 2013

ORANGE COAST COLLEGE

	Sabbatical Leave Dates
Cabanel-Bleuer, Denise	Spring 2013
Jupiter, Cheryl	Spring 2013
Katz, Eleanor	Fall 2012
Lawell, Cheri	Spring 2013
Lazarus, Robert	Fall 2012
Luckring, Eve	Spring 2013 & Fall 2015
Marcina, Vesna	Spring 2013 & Spring 2014
Scane, Danielle	Fall 2012

15. Authorization for Independent Contractors

Subject	**15.01 GWC - Independent Contractors**
Meeting	Jan 18, 2012 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Type	Consent

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

UNDER $10,000

IC Name: Tuff Shed, Inc.
Services: Clearance of area and building of garden shed, which was burned down by a fire
Payment Schedule/Compensation: $3,000, to be paid upon completion
Term of Agreement: January 3-30, 2012
Source of Funding: California Native Garden Foundation account

IC Name: Belo, Bruce
Services: Music instrumental tuning and repair for GWC Music Department
Payment Schedule/Compensation: $700, to be paid within 30 days after service completion and invoice submittal
Term of Agreement: January 19 – June 31, 2012
Source of Funding: District Music Department equipment repair funds

IC Name: Benedik, James
Services: Piano tuning and repair for GWC Music Department
Payment Schedule/Compensation: $500, to be paid within 30 days after service completion and invoice submittal
Term of Agreement: January 19 – June 31, 2012
Source of Funding: District Music Department equipment repair funds

IC Name: See below
Services: Musicians for theater performance "On the Cusp"
Payment Schedule/Compensation: $3,625, to be paid $200 each except where noted below, payable upon completion
Term of Agreement: November 19, 2011
Source of Funding: ASB, Music Choral Trust, and Choral Foundation funds
Aarflot, Jostein
Cavadini-Goodwin, Ann
Charpie, Stephen K.
Dierl, Christopher Zbaren ($425)
Gerhart, Dave
Greenfield, Laurence
Grishkoff, Linda
Grishkoff, Robert
Hare, Matt
Hutchison-Dierl, Cheri

Lambert, Regan
Muresan, Branden
Selezinka, Roman V.
Selezinka, Victoria
Siegel, Nicole
Velasco, Wendy
(Revision is to change source of funds. Previous Board action: 12/14/11.)

Subject	**15.02 CCC – Independent Contractors**
Meeting	Jan 18, 2012 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Type	Consent

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

$10,000 AND OVER

IC Name: Performance Ascent, Inc.
Services: Outreach, training development and business consulting services for participating employers.
Payment Schedule/Compensation: $5,000 per month for a maximum of five months.
Term of Agreement: Compensation will be paid on a monthly basis according to the contract training plan.
Total amount paid $25,000.
Source of Funding: Employment Training Panel Grant

UNDER $10,000

IC Name: Beacon Economics
Services: To provide speaker, Brad Kemp, for the Business Education Statewide Advisory Committee (BESAC) Conference.
Payment Schedule/Compensation: One-time payment dependent upon completion of the project's activities and submission of invoices for a total amount of $5,000.
Term of Agreement: January 19, 2012 – May 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Creative Career Management
Services: To develop and present the project 'Critical Skills for Career and Academic Success'.
Payment Schedule/Compensation: $2,820 on January 31, 2012; $1,000 on February 28, 2012, and $5,580 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $9,400.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Cooperman, Michael
Services: To develop and present the project 'Train Faculty to Deliver ADA Compliant Synchronous and Asynchronous Video with Free Web Conferencing Software'.
Payment Schedule/Compensation: $2,275 on January 31, 2012; $2,275 on February 28, 2012, and $4,550 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $9,100.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Schmidt Associates, LLC
Services: To develop, publish, and present eight Hyperlink e-Zines and the Final Compendium.
Payment Schedule/Compensation: $3,320 on January 31, 2012; $1,660 on February 28, 2012, $1,660 on

March 30, 2012, and $900 on April 30, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $7,540.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Yellow Sequoia, LLC
Services: To provide speaker and session presenter, Huzefa Neemuchwala, for the Business Education Statewide Advisory Committee (BESAC) Conference.
Payment Schedule/Compensation: One-time payment dependent upon completion of the project's activities and submission of invoices for a total amount of $1,000.
Term of Agreement: January 19, 2012 – May 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Caughlin, Craig
Services: To develop and present the project 'Virtualization Curriculum, Lab Configuration, and Lab Exercises'.
Payment Schedule/Compensation: $1,000 on January 31, 2012; $1,000 on February 28, 2012, and $3,000 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $5,000.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Jones, Darla
Services: To develop and present the project 'Virtualization Curriculum, Lab Configuration, and Lab Exercises'.
Payment Schedule/Compensation: $1,000 on January 31, 2012; $1,000 on February 28, 2012, and $3,000 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $5,000.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Linthicum, Steve
Services: To develop and present the project 'Coupling eBook Delivery with Publisher Extras for Successful Student Learning'.
Payment Schedule/Compensation: $500 on January 31, 2012; $500 on February 28, 2012, and $3,000 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $4,000.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Perret, Joseph
Services: To develop and present the project 'The Internet for Business'.
Payment Schedule/Compensation: $1,600 on January 31, 2012; $1,600 on February 28, 2012, and $3,550 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $6,750.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Schulz, Amelia
Services: To develop and present the project 'Engaging Industry Partners for Program Success'.
Payment Schedule/Compensation: $500 on January 31, 2012; $500 on February 28, 2012, and $3,000 on

May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $4,000.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Weisblat, Irina
Services: To develop and present the project 'Matching Skills and Jobs'.
Payment Schedule/Compensation: $1,500 on January 31, 2012; $1,500 on February 28, 2012, and $3,450 on May 11, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of $6,450.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant.

IC Name: Donahue, Jeremy K.
Services: Create still images of animated characters and introduction scenes to animations for the Online Public Speaking course.
Payment Schedule/Compensation: $25/hr. for a total contract of $2,500.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: Ancillary Online Public Speaking funds

IC Name: Options Unlimited, LLC
Services: Facilitate Coastline Leadership Academy.
Payment Schedule/Compensation: One-time fee $9,500 upon services rendered and receipt of invoice.
Term of Agreement: March 12 - 16, 2012
Source of Funding: Foundation and Staff Development funds

IC Name: Wilcox, Susan A.
Services: Website text content development for Coast Learning Systems.
Payment Schedule/Compensation: Up to 75 pages @$50/page for a total contract of $3,750, to be paid upon accepted deliverables.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: ISD Ancillary Marketing funds

IC Name: Vierstra, Donald W.
Services: Graphic design work projects to be assigned on Marketing Collateral materials.
Payment Schedule/Compensation: Payment upon completion of each deliverable for a total contract of $5,000.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: ISD Ancillary Marketing funds

IC Name: Vierstra, Donald W.
Services: Create/modify characters for Online Public Speaking course animations.
Payment Schedule/Compensation: Payment upon completion of each task for a total contract of $1,500.
Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: Ancillary Online Public Speaking funds

IC Name: Accardi, Millicent
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-60, Safety Instrumented Systems – Phase 2.
Payment Schedule/Compensation: $2,400 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: January 19, 2012 – June 30, 2012
Source of Funding: Chevron Products Company in support of this project.

REVISION TO PREVIOUS BOARD ACTION

UNDER $10,000

IC Name: Fellows, Brandy
Services: Marketing, Outreach and the Recruitment of new military students.
Payment Schedule/Compensation: Revision is to increase the contract amount by $748 for a total revised contract amount of $7,308. (Prior Board Approval: 12/18/11)
Term of Agreement: January 1, 2012 – June 30, 2012
Source of Funding: Contract Education ancillary funds

Subject	**15.03 OCC - Independent Contractors**
Meeting	Jan 18, 2012 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Type	Consent

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

IC Name: CCS Computer Consulting Services
Services: Repair of Greenhouse environmental control systems
Payment Schedule/Compensation: To be paid a total amount of $3,000 after completion of work and at net 30 days of invoice date
Terms of Agreement: January 19 2012 - June 30, 2012
Source of Funding: To be paid from Foundation, ASOCC and General Funds

IC Name: City Lights Design Alliance
Services: for the purpose of design services for the School of Sailing and Seamanship Marine Vocational Center
Payment Schedule/Compensation: Design service fees charged at an hourly rate of $95; project serves fees charged at $115 per hour; travel and accommodation expenses to be paid upon receipt of documented expenses; total expense to include fees, travel, and accommodations not to exceed $15,000
Terms of Agreement: January 19, 2012 - June 30, 2012
Source of Funding: To be paid from Foundation Funds

16. Approval of Purchase Orders

Subject	**16.01 DIS - Purchase Orders**
Meeting	Jan 18, 2012 - Regular Meeting
Category	16. Approval of Purchase Orders
Access	Public
Type	Consent

File Attachments

Final PO Board List.pdf (14 KB)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0326071	Triton Technology Solutions Inc Bid 1998 - Upgrade Film Video to high definition. Board Date: 12/14/11	OCC	6401	270,261.71
P0326037	Mobile Modular Management Corp Rental fee for mobile kitchens for Student Center upgrade (GOB)	OCC-GB	6252	66,141.88
P0326006	Accuvant Annual software service maintenance agreement	DIS	5638	63,617.93
P0326082	Follett Higher Education Group Inc #1181 Spring 2012 EOPS continuing student book service	GWC	7605	60,000.00
P0326131	Blackboard Inc Emergency notification software - District Wide. Board Date: 12/14/11	DIS	5699	57,500.00
P0326110	AACC Membership renewal for CCC, OCC, GWC and DIST	DIS	5320	35,980.00
P0326053	College Board Annual software maintenance & support	OCC	5699	30,709.83
P0326056	ROI Networks Inc Hardware & software support for phone system	DIS	5638	30,364.00
P0326061	Pacific Blue Micro Computer infrastructure network switch	CCC	6412	26,779.16
P0326116	Trotec Laser Inc Laser engraving and cutting system for Career Tech Education Division	GWC	6401	24,935.63
P0326093	SIGMAnet Inc Computer services tech infrastructure upgrade	CCC	5638	24,748.06
P0326073	DLT Solutions Inc Email archive manager license/maint	CCC	5699	20,752.65
P0326057	Synegi Inc Annual software support - Information Services	DIS	5699	19,116.00
P0326081	Follett Higher Education Group Inc #1181 Spring 2012 EOPS Student book service	GWC	7605	17,650.00
P0326060	Chandler's Air Conditioning & Refrig Replacement of new ice machine for PE Department	OCC	6411	15,624.00
P0326101	Trend Offset Printing 2012 Spring Class Schedule	CCC	4321	13,957.10
P0326099	Dell Higher Education Computer server for Career and Tech Ed Office	CCC	4315	11,306.32

P0326098	Dell Higher Education	CCC	4315	9,937.27
P0326042	El Camino Asphalt Paving Corp	OCC	5665	8,850.00
P0326129	Embee Technologies	OCC-GB	6250	8,061.41
P0326009	Odyssey Power Corp	OCC	5657	8,055.80
P0326019	El Camino Asphalt Paving Corp	OCC	5665	8,000.00
P0326046	Consilien LLC	DIS	5899	7,462.50
P0326051	Home Depot	OCC	4312	7,300.00
P0325993	Black Box Network Services	DIS	5899	6,629.63
P0326065	Calif Communication	GWC	4315	6,009.96
P0326108	Digital Networks Group Inc	OCC	4312	5,436.85
P0326055	Int'l Business Machines Corp	OCC	5699	5,316.18
P0326050	Municipal Maintenance Equipment	OCC	5657	5,000.00
P0326080	So Cal Commercial Printing	GWC	4321	5,000.00
P0326133	Community College League of Calif	OCC	6301	5,000.00
P0326130	Embee Technologies	OCC-GB	6250	4,984.09
P0326047	KK Termite Inc	OCC	5510	4,775.00
P0326132	Certified Transportation Services Inc	OCC	5857	4,500.00
P0326119	Pinnacle Promotions Inc	DIS	5850	4,280.81
P0326091	SIGMAnet Inc	CCC	4315	4,055.63
P0326095	Dell Higher Education	CCC	6412	4,024.85
P0326012	Keystone Engineering Solutions Inc	OCC	5650	4,000.00
P0325991	MS Rouse Co	OCC	6250	3,870.00
P0326020	El Camino Asphalt Paving Corp	OCC	5665	3,800.00
P0326072	El Camino Asphalt Paving Corp	OCC	5665	3,800.00
P0326064	Calif Communication	GWC	4315	3,597.86
P0326070	CPP Inc	OCC	4312	3,466.85
P0326059	B & P Services Inc	OCC-GB	6250	3,160.00
P0326039	Holiday Inn	OCC	5899	3,000.00
P0326078	Dakota Backflow Co	GWC	5899	2,785.00
P0326003	iRise	DIS	5699	2,749.00
P0326097	CDWG	CCC	4315	2,585.48
P0326118	Dell Higher Education	GWC	6412	2,514.69
P0326045	County of Orange	DIS	5749	2,500.00
P0326111	Bob's Shade & Linoleum	GWC	5650	2,425.77
P0326010	Applied Measurement Professionals Inc	OCC	4312	2,380.00
P0326058	Heat Transfer Solutions Inc	GWC	5899	2,235.00
P0326090	SIGMAnet Inc	CCC	4315	2,195.00
P0326092	SIGMAnet Inc	CCC	4315	2,086.61
P0326029	Fisher Scientific	OCC	4312	2,054.35
P0325990	Office Depot	CCC	4312	2,000.00
P0326025	Amico Scientific Corp	OCC	4312	1,931.37
P0326120	YCCD	DIS	5850	1,900.00
P0326063	CDWG	GWC	4315	1,890.16
P0326112	Print Manager Inc	OCC	5638	1,840.00
P0326137	SurveyMonkey.com	CCC	5699	1,650.00
P0325995	Nat'l League for Nursing Accrediting	GWC	5320	1,575.00
P0326107	Pacific Blue Micro	CCC	4315	1,563.60
P0326030	Home Depot	GWC	4312	1,500.00
P0326031	Art Supply Warehouse	GWC	4312	1,500.00

P0326083	Follett Higher Education Group Inc #1181	GWC	7605	1,500.00
P0326096	Netop	CCC	5638	1,439.82
P0326069	Fitzpatrick Dental Equipment Co Inc	OCC	5657	1,320.00
P0326018	Western Graphics Plus	OCC	4312	1,257.54
P0326066	Harland Technology Services	OCC	5638	1,234.00
P0326054	Altaware Inc	OCC	5638	1,200.00
P0326117	DLT Solutions Inc	DIS	5638	1,190.88
P0326013	Simplot Partners	OCC	4312	1,151.24
P0325992	Graybar Electric	DIS	4315	1,091.41
P0325996	Kamboj, Amritpal	CCC	5112	1,000.00
P0326034	Delta Biologicals	GWC	4312	1,000.00
P0326022	Medical Arts Press	GWC	4312	978.36
P0326062	Apple Computer Inc	GWC	5699	969.10
P0326005	Ikon Office Solutions	OCC	5638	962.88
P0326074	Nguoi Viet News Inc	CCC	5850	924.80
P0326015	Hardy Diagnostics	OCC	4312	900.00
P0325997	Business Office Solutions	CCC	5899	875.69
P0326102	GovConnection Inc	DIS	4315	875.03
P0326077	CNC Specialties LLC	CCC	5899	800.00
P0326079	Follett Higher Education Group Inc #1181	GWC	4312	800.00
P0326086	Halo Branded Solutions	CCC	4312	800.00
P0326135	Harland Technology Services	GWC	5657	800.00
P0326000	Home Depot	GWC	4312	750.00
P0326068	Follett Higher Education Group Inc #1094	OCC	7601	700.00
P0326014	Jim's Music Center Inc	OCC	4312	693.44
P0326109	Baker & Taylor	GWC	6301	628.28
P0326049	B & H Photo-Video	OCC	4312	618.24
P0326008	Agriserve Pest Control	DIS	5899	600.00
P0326088	Biopac Systems Inc	OCC	4312	525.49
P0326035	Fisher Scientific	GWC	4312	500.00
P0326075	Signs etc	CCC	5899	500.00
P0326124	Duke Service Co	DIS	5657	500.00
P0325994	Amer Assn-Paralegal Education	CCC	5320	450.00
P0326033	Bio-Rad Laboratories Inc	GWC	4312	450.00
P0326002	Office Depot	OCC	4312	400.00
P0326023	Art Supply Warehouse	GWC	4312	400.00
P0326024	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0326052	Garden Grove Unified Schools	OCC	5899	400.00
P0326085	RingClear LLC	CCC	5851	400.00
P0326125	Tustin Unified School District	OCC	5857	400.00
P0326126	Placentia-Yorba Linda USD	OCC	5857	400.00
P0326127	Laguna Beach Unified School District	OCC	5857	400.00
P0326044	OCLC Inc	OCC	5110	378.83
P0326038	lynda.com	OCC	5638	375.00
P0326021	Dream Maker Publishing	CCC	4285	331.59
P0326004	Xerox Corp	OCC	5638	326.52
P0326089	Mopec Inc	OCC	4312	310.46
P0326138	Fisher Scientific	OCC	4312	303.91
P0326036	VWR Int'l Inc	GWC	4312	300.00

P0326104	Office Depot	GWC	4312	300.00
P0326106	GovConnection Inc	DIS	4315	292.14
P0326040	Chef's Toys Advantage	OCC	4312	258.86
P0326123	OCC Cafeteria #200-5245-0000	DIS	4312	253.06
P0326043	mac guys	OCC	5657	250.55
P0326094	Sehi Computer Products Inc	DIS	4315	250.26
P0326113	EEDEC	DIS	5320	250.00
P0326087	Southland Medical Corp	OCC	4312	235.71
P0326134	Discount School Supply	OCC	4312	233.85
P0326028	Golden State Signs & Banners	GWC	4312	226.28
P0326016	NCMPR	OCC	5320	225.00
P0326001	Office Depot	GWC	4315	215.45
P0326084	Amico Scientific Corp	OCC	4312	210.72
P0326048	World Point	OCC	4312	205.34
P0326114	Fisher Scientific	OCC	4312	200.76
P0326067	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0326105	Dell Higher Education	OCC	4312	184.22
P0325998	Hardy Diagnostics	CCC	4312	183.95
P0326136	Thomson Reuters/Barclays	CCC	4285	182.90
P0326027	Air Faire	GWC	4312	181.02
P0326017	CCPRO	OCC	5320	175.00
P0326121	Meixler Technologies Inc	DIS	5899	155.40
P0326128	Office Depot	DIS	4312	151.01
P0326115	VWR Int'l Inc	OCC	4312	150.90
P0326026	Demco Inc	GWC	4312	109.89
P0326032	Carolina Biological Supply	OCC	4312	103.65
P0325999	ARS Enterprises	CCC	4312	103.31
P0326100	Sehi Computer Products Inc	GWC	4315	80.57
P0326122	Office Depot	OCC	4312	62.06
P0325989	Computerland of Silicon Valley	CCC	5699	25.00
	Total			**$1,025,849.36**

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

17. Ratification / Approval of Checks

Subject	**17.01 District**
Meeting	Jan 18, 2012 - Regular Meeting
Category	17. Ratification / Approval of Checks
Access	Public
Type	Consent

File Attachments

Check Approval.pdf (375 KB)

NUMBER	NAME OF VENDOR	AMOUNT
163382	UnitedHealthcare of California Medical Premiums	591,897.33
164169	UnitedHealthcare of California Medical Premiums	586,109.20
164164	Coast Community College Dist Medical Claims	359,307.55
163660	Medco Health Solutions Inc Medical Prescription Claims	322,776.17
164167	Kaiser Foundation Health Plan Inc Medical Premiums	301,823.38
163131	Kaiser Foundation Health Plan Inc Medical Premiums	290,697.37
163779	ACSIG Dental / Edge Dental Claims	168,335.66
163129	Coast Community College Dist Medical Claims	161,809.60
163291	Coast Community College Dist Medical Claims	156,706.82
163212	Keenan & Associates Protected Insurance Program	155,597.91
164168	Keenan & Associates Protected Insurance Program	155,597.91
164215	WestEd Services for SB70 Evaluation Grant	153,823.31
163781	Coast Community College Dist Medical Claims	151,213.11
164143	Southern Calif Edison Co Districtwide Electricity	123,164.59
163255	NCS Pearson Inc 3-yr. Online Student Tutoring Svc Fee	120,000.00
163153	Constellation NewEnergy Inc Electrical Districtwide	117,648.85
164092	Constellation NewEnergy Inc Electrical Districtwide	111,568.98
164191	Newport-Mesa Unified Sch Dist Lease payment for Mesa-Verde Center	107,757.78
163199	Systems Technology Associates Inc Annual Service Maintenance Agreement	101,889.00
163211	Coast Community College Dist Medical Claims	96,111.81
163260	OCC Associated Students CSC Clearing	86,644.33
163016	CCC Sac Reconciliation	82,633.00
164053	Coast Community College Dist Medical Claims	77,395.86

163337	Pacific Blue Micro Computer maintenance service agreement	75,599.19
163157	Employment Development Dept-EDD 4th Qtr EID	68,208.80
164023	Avalon Center at Garden Grove Lease payment for One Stop Center, Westminster	56,925.85
163089	Southern Calif Edison Co Districtwide Electricity	54,003.11
163214	Reliastar Life Insurance Co Reinsurance Premiums	53,104.20
163904	Community College League of Calif Renewal of on-line electronic library resources	52,542.07
163301	CCCD Student Refunds Student Refunds	51,758.25
163461	West-Tech Mechanical Inc Newport Beach Learning Center Bid 1992	50,961.00
163177	North OC Comm College District Voyager library circulation & catalog system	50,878.00
163890	Burke Williams & Sorensen LLP District General Counsel Legal Service	48,143.86
163377	PK Mechanical Systems Inc Newport Beach Learning Center Bid 1994	48,021.00
164078	Burke Williams & Sorensen LLP District General Counsel Legal Service	47,466.39
163213	Reliastar Life Insurance Co Reinusrance Premiums	43,092.54
163928	GWC Associated Students Student Fees	41,509.66
164003	Xerox Corp SMA Agreements District Wide	41,487.47
163984	The Irvine Co LLC Lease payment for One Stop Center, Irivine	36,007.12
163903	College Board Annual software maintenance and support	30,709.83
164138	ROI Networks Inc Hardware and software support for phone system	30,364.00
164163	Coast Community College Dist Medical Claims	30,023.35
163913	Dowden Associates Inc Grant Implementation 2011-2012	30,000.00
163380	Delta Health Systems Administrative Fees	28,258.50
163376	Link-Nilsen Corp Newport Beach Learning Center Bid 1992	27,405.00
163374	Dennison Electric Inc Newport Beach Learning Center Bid 1992	27,268.00
164183	El Camino Asphalt Paving Corp OCC Campus Parking Lots Asphalt Repairs	27,250.00

164175	Vision Service Plan	27,120.00
	CCCD Annual Vision Premiums	
163896	CCCD Student Refunds	24,520.00
163123	Cambridge West Partnership LLC	24,000.00
163294	Vision Service Plan	23,879.47
163002	Arxis Technology Inc	23,737.50
163404	Education 4 Work	22,500.00
163998	Waxie Sanitary Supply	22,202.11
163293	Reliastar Life Insurance Co	21,848.47
164184	Enterprise Fleet Mgmt	21,261.36
164083	CCCD Student Refunds	21,048.50
163437	Quick Caption	20,557.80
164131	OCE' Financial Services Inc	20,091.14
163421	Johnson Health Tech North America	19,727.41
163438	Renwes Appliances Inc	18,807.77
163005	Atkinson Andelson Loya Ruud & Romo	18,206.98
164016	Dept of Industrial Relations	18,053.89
163379	Anthem Blue Cross	17,180.53
163252	LiNKS Sign Language & Interpreting Services	17,117.00
163764	The Gas Co	16,911.33
163027	Fishnet Security	15,454.90
163771	United States Postal Service	15,000.00
163460	Stern Architects Inc	14,910.00
163290	El Camino Asphalt Paving Corp	14,663.00
163163	Follett Higher Education Group Inc #1180	13,659.73
164123	Mesa Consolidated Water Dist	13,386.98
163017	CCCD Student Refunds	12,977.78
163064	OC Treasurer-Tax Collector	12,663.50
164031	Elavon	12,580.36
163125	West-Tech Mechanical Inc	12,298.00
163228	Computerland of Silicon Valley	12,116.00
163124	Parsons Commercial Technology Group Inc	11,700.00
164141	Siemens Industry Inc	11,596.00
164045	Sun Environmental Engineering Services Inc	11,000.00
163284	Waxie Sanitary Supply	10,444.49
163772	United States Postal Service	10,000.00
164043	Rod Blythe Investigations	9,947.75
163982	The Gas Co	9,927.50
163983	The Gas Co	9,861.96
164042	OC Treasurer-Tax Collector	8,766.50
163258	OC Community Resources	8,402.97
163146	Benner Metals Corp	7,993.81
164049	Vital Link OC	7,800.00
163279	Union Bank	7,582.12
163304	Coast Community College Dist	7,500.00
164091	Consilien LLC	7,462.50
164035	Jobelephant.com Inc	7,301.00
164114	ii Fuels, Inc	6,859.59

163989	Unisource Worldwide Inc	6,822.04
164134	On-Site LaserMedic Corp	6,794.73
163443	Southern Calif Edison Co	6,747.65
164208	Union Bank	6,678.11
164182	City of Huntington Beach	6,650.60
163041	ii Fuels, Inc	6,608.22
163276	Townsend Public Affairs Inc	6,550.00
163116	Xerox Corp	6,353.99
164030	Constellation NewEnergy Inc	6,230.44
163359	OCC Food Services	6,212.80
163905	Constellation NewEnergy Inc	6,137.19
164014	Minuteman Plumbing & Drains	6,125.00
163014	Calif Tool Welding Supply	6,122.27
163459	Southland Industries	6,026.00
163109	Vital Link OC	6,000.00
163739	Evisions Inc	6,000.00
164214	Waxie Sanitary Supply	5,913.28
163226	CCCD Student Refunds	5,761.70
163462	West-Tech Mechanical Inc	5,662.40
163900	Certified Transportation Services Inc	5,657.61
163759	Southern Calif Edison Co	5,625.89
163280	Unisource Worldwide Inc	5,412.01
163450	West Coast Technology	5,350.00
164052	Kingsley Companies	5,318.62
163103	Unisource Worldwide Inc	5,153.69
163227	Certified Transportation Services Inc	5,077.16
163959	David Oskorus	5,050.00
163056	Media Blast & Abrasive Inc	5,037.31
164050	Xerox Corp	4,871.57
164150	Union Bank	4,592.01
163021	Costa Mesa Country Club	4,505.00
163980	Texon II Inc	4,461.00
163952	Numara Software	4,415.51
163130	Kaiser Foundation Health Plan Inc	4,292.90
163862	Andtech Corporation	4,242.00
163979	Terremark North America Inc	4,235.00
163127	Care Resources Inc	4,158.75
163882	Baker & Taylor	4,107.98
164160	Care Resources Inc	4,107.00
164225	Southland Industries	3,954.00
163233	Electro Systems Electric	3,917.00
163305	Coastal Press Inc	3,889.78
163333	OCC Ancillary#1000-24750-8070	3,850.00
163891	Business Office Solutions	3,719.77
164117	Jobelephant.com Inc	3,710.00
164063	AT & T	3,673.81
163783	First Colony Life Insurance Co	3,652.05
163190	Pitsco Education	3,616.06

163372	Anderson Charnesky Structural Steel Inc	3,600.00
164005	Lale Yurtseven	3,596.36
164165	First Colony Life Insurance Co	3,586.84
163405	Electro Systems Electric	3,577.00
163083	Scott Electric	3,465.00
164125	Mobile Modular Management Corp	3,445.84
163967	Sea Clear Pools Inc	3,400.00
163247	Int'l Education Service	3,385.00
163292	Keenan & Associates	3,375.00
163434	Office Depot	3,364.76
163395	Carolina Biological Supply	3,347.58
164173	Vision Service Plan	3,287.45
163942	Long Beach Marine Institute	3,275.00
163134	Vision Service Plan	3,243.05
163940	L & T Print Corp	3,227.11
164081	CCC Contract Education	3,181.35
163271	Sea-Bird Electronics Inc	3,072.00
163375	Dennison Electric Inc	3,030.00
163731	CCCD-Cash Clearing	2,983.93
163737	Digital Broadcast Inc	2,922.00
164161	CCCD Workers Comp Trust Fund	2,858.47
163917	En Pointe Technologies Inc	2,822.36
164148	Time Warner Cable	2,820.00
164146	The Gas Co	2,782.63
163329	Mesa Consolidated Water Dist	2,755.39
163128	CCCD Workers Comp Trust Fund	2,734.95
163780	CCCD Workers Comp Trust Fund	2,721.48
163439	SARS Software Products Inc	2,700.00
164194	Office Depot	2,612.24
164204	Southern Calif Edison Co	2,548.10
164136	Pitney Bowes Inc	2,542.19
163159	Patricia Farr	2,500.00
163407	Patricia Farr	2,500.00
163019	Charles G Hardy Inc	2,475.75
163399	Consolidated Electrical Distributors	2,457.60
163941	Steve Linthicum	2,422.32
164024	Beeson, Tayer & Bodine	2,421.82
163406	Daniel Exley	2,400.00
163729	Automotive Electronics Services Inc	2,383.93
164166	Kaiser Foundation Health Plan Inc	2,379.59
163243	Home Depot	2,326.70
163966	Amy Schulz	2,313.33
163310	Dell Higher Education	2,298.12
163397	Clark Security Products	2,281.93
163396	Chem Pro Laboratory Inc	2,280.00
163166	Hajoch Plumbing Supply	2,262.14
164080	CCC	2,259.40
164207	Total Recall Captioning Inc	2,200.00

164153	Don Watson	2,195.25
163018	CDWG	2,190.08
163143	Apple Computer Inc	2,174.69
163210	CCCD Workers Comp Trust Fund	2,152.81
163948	Newport Beach Golf Course	2,125.00
164067	AT & T	2,119.55
163986	Tomark Sports	2,117.77
163058	Mesa Golf Carts Inc	2,083.61
164226	TruGreen	2,025.00
163760	Sports Facilities Group Inc	1,950.00
163275	Time Warner Cable	1,918.52
164084	CDWG	1,890.16
163098	Time Warner Cable	1,880.00
164071	B & H Photo-Video	1,877.72
164212	Verizon Wireless	1,866.85
163922	Excel Sales & Services Inc	1,864.17
163097	The Gas Co	1,840.27
163944	Lynberg & Watkins	1,839.64
163458	Elrod Fence Co Inc	1,830.00
163188	Phoenix Group Info Systems	1,780.95
162999	Andtech Corporation	1,747.78
164192	Nextel Communications	1,734.69
164133	Office Depot	1,728.68
163732	Consolidated Electrical Distributors	1,713.23
164130	OC Wholesale Flowers	1,711.44
163378	Superior Wall Systems Inc	1,710.00
163876	AT & T	1,690.51
163774	Verizon Wireless	1,686.79
163994	Vietnamese Community of OC	1,676.50
163995	Vietnamese Community of OC	1,676.50
163975	Stater Bros Markets	1,668.25
163993	Vietnamese Community of OC	1,600.00
163749	Nat'l League for Nursing Accrediting Commiss	1,575.00
163202	Thompson Building Materials	1,574.84
163208	Xerox Corp	1,550.63
164059	Amico Scientific Corp	1,495.25
163114	Western Graphics Plus	1,484.63
164170	UnitedHealthcare of California	1,445.19
163766	The Gas Co	1,431.63
163147	Bridge City Tool Works	1,417.37
164227	CCCD Workers Comp Trust Fund	1,416.79
163090	Spicers Paper Inc	1,404.00
163010	Jamie Blair	1,400.00
163207	Woodruff, Spradlin & Smart	1,400.00
163961	ProEducation Solutions LLC	1,395.00
163133	Unum Ltc	1,364.00
164171	Unum Ltc	1,364.00
163770	Unisource Worldwide Inc	1,361.26

163358	Mark Zombek	1,341.40
163205	tw telecom holdings Inc	1,327.03
164015	TRL Systems Inc	1,324.00
163270	SC Signs & Supplies LLC	1,313.47
163306	Constellation NewEnergy Inc	1,301.73
164189	Mr B's Lawnmower & Saw Shop	1,291.92
163577	Stanley Hanson	1,269.40
163875	AT & T	1,268.88
163752	Powertron Battery Co	1,256.53
163312	Fred Feldon	1,250.00
163343	Malinni Roeun	1,250.00
163425	Lisa Lee	1,250.00
163256	New Readers Press	1,248.30
164112	Harland Technology Services	1,234.00
163887	Bill's Camera	1,229.33
163927	Grainger	1,220.51
164129	Nextel Communications	1,212.66
163423	Andrew Jones	1,212.18
163139	Aircraft Spruce & Specialty Co	1,202.58
163062	Marcella Norling	1,200.00
163093	Linda Ternes	1,200.00
163319	Ryane Jones	1,200.00
163906	Corona del Mar Basketball Boosters	1,200.00
164036	Joint Review Committee/DMS	1,200.00
163156	Digital Networks Group Inc	1,196.24
164149	tw telecom holdings Inc	1,194.42
163065	OC Wholesale Flowers	1,182.56
163427	MailFinance Inc	1,148.06
163242	Hardy Diagnostics	1,147.20
163173	MSC Industrial Supply Co	1,129.34
163302	Chem Pro Laboratory Inc	1,124.00
163916	Electro Systems Electric	1,120.00
163429	McMaster-Carr	1,110.17
163209	Cambridge West Partnership LLC	1,092.50
164056	ACS Education Services Inc	1,090.85
163154	Dell Higher Education	1,089.25
163426	Long Beach Marine Institute	1,085.00
163165	Genuine Aircraft Hardware	1,070.24
163141	Amico Scientific Corp	1,062.73
163314	Follett Higher Education Group Inc #1180	1,060.86
163762	Superior Filtration Products Inc	1,060.66
164180	Certified Transportation Services Inc	1,058.64
163866	AT & T	1,058.39
163086	Vida Shajie	1,049.23
164155	David Whyte	1,026.00
164121	MailFinance Inc	1,025.99
164144	SunGard Higher Education Inc	1,025.00
164145	SunGard Higher Education Inc	1,025.00

164039	LiNKS Sign Language & Interpreting Services	1,021.50
164120	Klinger Educational Products	1,020.00
164038	Landauer Inc	1,005.59
163053	Earnest Marchbank	1,001.43
163403	Dunn-Edwards Corp	1,000.82
163072	Joseph Poshek	1,000.00
163100	Karen Tran	1,000.00
163738	Camille Dixon	1,000.00
163742	Amritpal Kamboj	1,000.00
163899	Cerritos Franchise Inc	1,000.00
163924	Fisher Scientific	994.53
163115	Lois Wilkerson	991.39
163145	B & H Photo-Video	982.38
163765	The Gas Co	972.33
163007	Bear Communications Inc	968.03
163042	Nicolette Jackson	964.74
163932	Home Depot	958.57
163424	Kelly Paper	955.25
163315	Fernando Gonzalez	948.80
163085	Andreea Serban	943.28
163203	Time Warner Cable	940.00
163446	Time Warner Cable	940.00
164206	Time Warner Cable	940.00
163136	A-Z Wholesale Floral Supply Inc	921.80
164041	News Publishers Press	905.00
163447	Verizon Wireless	901.33
163328	Medical Billing Technologies Inc	900.00
163348	Terry Timmins	900.00
163746	Marina Landscape Inc	895.00
163974	State Board of Equalization	895.00
163259	OCC Ancillary #1000-24750-5120	893.00
164044	Spicers Paper Inc	892.68
163060	Robert Nash	884.00
163006	Baker & Taylor	882.48
163355	Verizon Wireless	882.41
163946	Mutual Liquid Gas & Equipment	879.24
163152	Comtalk Inc	879.14
163409	Flinn Scientific Inc	869.43
163428	Main Electric Supply Co	866.53
163087	Shinoda Design Center Inc	856.33
164195	Pitney Bowes Inc	846.18
163069	Office Depot	820.30
163059	Kathryn Mueller	812.36
163763	Margaret Taylor	812.00
163142	Ammco Occupational Apparel	788.99
163761	Sara Storm	787.00
163161	Fisher Scientific	776.69
164115	Iron Mountain	776.66

163038	Home Depot	771.46
163775	Jenny Vu	768.92
163895	CCC Foundation/NAPIC	750.00
164057	Roberta Adler	750.00
163311	Rendell Drew	745.00
164116	JD Lock & Key	740.91
163183	OCC Associated Students	735.00
164093	CR & R Inc	733.14
163384	Loretta Adrian	729.91
163339	Omid Pourzanjani	723.67
163357	Waxie Sanitary Supply	720.86
163215	Nuha Salibi	718.48
163734	Keisha Cosand	714.00
163745	Renee Kubiak	709.00
163965	Scantron Corp	705.70
163031	GlaxoSmithKline	705.00
163020	Hernan Chaves	700.00
163308	Julie David	700.00
163880	Avalon Center at Garden Grove	700.00
163323	Theresa Lavarini	692.96
163338	Clyde Phillips	685.00
164126	Mustang Mechanical Contracting	685.00
164190	Mustang Mechanical Contracting	685.00
163864	Apple Computer Inc	659.44
163044	Danny Jones	659.05
163968	Shell Oil	657.53
163356	Verizon Wireless	657.17
163117	Susan Bierlich	655.83
163351	Verizon California	654.77
163040	Hub Auto Supply	654.29
163254	MTM Business Systems	654.09
163345	Vida Shajie	649.69
163126	Amer Fidelity Assurance	647.50
164158	Amer Fidelity Assurance	644.00
163039	Mary Hornbuckle	641.72
163236	Follett Higher Education Group Inc #1181	635.94
163194	Quinn Power Systems	635.85
163049	Learning Seed LLC	633.15
164124	Mettler-Toledo Inc	629.80
164197	Rhino Electric Supply	627.62
163239	Grainger	627.48
163735	Crystal Crane	623.78
163350	Universal Medical Inc	621.45
164152	VEX Robotics Inc	619.78
164101	Golden Trophy & Awards	614.61
164224	Construction Testing & Engineering Inc	612.00
163902	City of Westminster	607.75
163088	Sluggers Team Sales	603.40

163217	ACCT	598.00
163022	Erin Crowley	594.16
163077	PSi	584.58
164185	Follett Higher Education Group Inc #1181	583.95
163084	Security Signal Devices	577.00
163720	Sharon Robison	577.00
163078	Quartermaster OC	576.74
163744	Marilyn Kennedy	574.00
163881	Avalon Center at Garden Grove	560.00
163381	First Health	559.30
163777	Smart & Final Stores LLC	549.13
164176	Amico Scientific Corp	548.02
163169	Innovative Educators	545.00
163181	OC Treasurer-Tax Collector	544.00
163410	GovConnection Inc	542.98
163054	Vesna Marcina	540.40
163415	Lorraine Henry	527.64
163118	Nancy Carri	526.20
163273	Staples Advantage	521.92
163029	Marilyn Fry	520.00
163964	Rhino Electric Supply	514.45
163953	OC Wholesale Flowers	509.66
163432	OCC Petty Cash	504.81
163138	Aguillon, Ana Marie	500.00
163167	Hart, Robyn	500.00
163222	Bee Busters Inc	500.00
163748	Minuteman Plumbing & Drains	500.00
163990	United Parcel Service Inc	500.00
164028	Coast Fitness Repair Shop	500.00
164047	Michael Taylor	500.00
164122	Lynita Mayer	500.00
163888	Bio-Rad Laboratories Inc	499.91
164088	City of Newport Beach	496.56
163079	Martha Ramm Engle	493.45
163220	Alan's Lawnmower & Garden Ctr Inc	486.84
163709	Poore, Doris	484.82
163052	Margaret Lovig	481.01
164033	HB Magazine	480.00
163023	Datamax O'Neil Printer Supplies	479.39
163909	Dell Higher Education	478.37
163048	Kilgore Int'l	478.27
163935	Insight Media	473.82
163978	Tab Products Co LLC	473.80
163045	Nancy Jones	470.00
164055	Accurate Termite & Pest Control	469.00
163283	Waterline Technologies Inc	468.69
163221	Amtech Elevator Services	468.22
163535	John Dorosh	461.60

163708	Susan Platt	461.60
163237	Ganahl Lumber Co	460.65
163015	Carolina Biological Supply	460.15
164072	B & P Services Inc	451.34
163861	Amer Assn-Paralegal Education	450.00
163102	Tri-Anim Health Services	444.90
163330	Nasco Modesto	444.43
163997	Ward's Natural Science	442.32
163096	The Gas Co	441.17
163431	Melissa Moser	434.33
163295	Vision Service Plan	433.68
163132	Upasna Sharma	433.45
163231	Eberhard Equipment Inc	432.11
163934	Industrial Metal Supply	431.11
163200	T-Mobile USA	429.44
163910	Dept of Justice	428.00
163440	Sigma-Aldrich Inc	407.01
164086	Cintas First Aid & Safety	403.52
163416	Lorraine Henry	402.26
163171	Andrea Lawson	400.00
163204	Kathie Tran	400.00
163269	Safety 1st Pest Control Inc	400.00
163373	Anderson Charnesky Structural Steel Inc	400.00
163245	HSBC Business Solutions	398.38
163151	Community College League of Calif	395.00
164029	Community College League of Calif	395.00
164089	Community College League of Calif	395.00
163032	Raine Hambly	392.03
164202	Signs etc	390.37
164085	Chem Pro Laboratory Inc	388.00
163313	Fisher Scientific	387.06
163736	Daniel Smith Inc	385.63
163070	Pak West Paper & Packaging	384.31
163182	OC Wholesale Flowers	384.13
164132	OCLC Inc	378.83
163108	Verizon Wireless	375.19
163285	Won Door Corp	375.00
163346	Steven Spencer	375.00
163349	Duy Tran	375.00
163768	Michael Thornton	375.00
163000	Apple Computer Inc	374.97
163013	Calif Stage & Lighting	372.98
163969	Shinoda Design Center Inc	366.07
164213	Verizon Wireless	361.39
163198	So Calif Solid Waste Forum	350.00
163322	Mary Laihee	349.35
163326	Fabienne McPhail Naples	349.00
163230	Dunn-Edwards Corp	347.95

163413	Hajoch Plumbing Supply	347.61
163463	Claudia Ackley	346.20
163477	Joseph Bednarski	346.20
163480	Robert Borthwick	346.20
163482	Mary Bosse	346.20
163496	Edith Cardinali	346.20
163500	Alice Ceraolo	346.20
163501	Philip Ceraolo	346.20
163504	Marriott Clark	346.20
163505	Sharron Clark	346.20
163508	Nancy Cole	346.20
163509	Norman Cole	346.20
163513	Doris Cooper	346.20
163514	Brian Cowie	346.20
163517	Kevin Coyne	346.20
163526	Brooke Deputy	346.20
163528	Martin Digiovanni	346.20
163530	Jeffrey Dimsdale	346.20
163550	Norman Fricker	346.20
163557	Marsha Garrison	346.20
163558	Tom Garrison	346.20
163563	Steven Goetz	346.20
163566	David Goshert	346.20
163567	Judith Goshert	346.20
163568	Stephen Grane	346.20
163569	David Gray	346.20
163570	Karen Gray	346.20
163571	Carol Grimes	346.20
163579	John Harmer	346.20
163581	Mimi Hart	346.20
163595	Barbara Hollowell	346.20
163606	Robert Jones	346.20
163607	Sharon Jones	346.20
163611	Larry Keyser	346.20
163612	Nancy Keyser	346.20
163613	Nancy Kidder	346.20
163616	Ronald Klein	346.20
163619	Nancy Kryder	346.20
163621	Sally Kurz	346.20
163630	Donald Lindsay	346.20
163634	Carolyn Loy	346.20
163635	Robert Loy	346.20
163637	John Lundquist	346.20
163641	Bonnie MacDonald	346.20
163648	Susanne Mason	346.20
163652	Becky Mayberry	346.20
163654	Emmett Mayne	346.20
163655	Patricia Mayne	346.20

163664	Louis Mikelson	346.20
163666	Sharon Miller	346.20
163667	Lynanne Minton	346.20
163682	Martin Newitz	346.20
163683	Helen Norton	346.20
163690	Donald Onishi	346.20
163691	Jeanette Onishi	346.20
163692	Hitoshi Ono	346.20
163715	James Reck	346.20
163716	Sharon Reck	346.20
163721	Richard Rowe	346.20
163790	Patricia Seebold	346.20
163793	Kenneth Shaw	346.20
163796	Bertine Slosberg	346.20
163797	Kenneth Slosberg	346.20
163805	Donna Springer	346.20
163813	Rosalind Stratton	346.20
163819	Lori Suzuki	346.20
163820	Judith Tallman	346.20
163825	Mary Trulin	346.20
163828	John Varga	346.20
163829	William Vega	346.20
163838	John Waters	346.20
163846	Michael Williams	346.20
163852	Danny Wojciechowski	346.20
163857	Kenneth Yglesias	346.20
164137	Pyro-Comm Systems Inc	345.00
164097	Films Media Group	344.09
164181	Chevron	339.53
164154	Waxie Sanitary Supply	334.14
163402	Rena Drake	332.26
163300	BJ Bindery Inc	331.69
163468	Robert Angus	331.50
163472	Evelyn Armstrong	331.50
163474	Sandra Badenoch	331.50
163475	William Badenoch	331.50
163476	Douglas Barrett	331.50
163478	Jane Bennett	331.50
163479	Phillip Bernard	331.50
163483	Ann Boughey	331.50
163485	Carolyn Breihan	331.50
163486	John Breihan	331.50
163488	Carol Burke	331.50
163493	Roger Camp	331.50
163497	James Carnett	331.50
163503	Mark Clark	331.50
163511	Donald Collins	331.50
163512	Stephen Cone	331.50

163516	Nettie Cox	331.50
163527	Marilyn Dickson	331.50
163538	Judith Eastman	331.50
163542	Kathryn Edwards	331.50
163544	James Farris	331.50
163549	Lucille Fricker	331.50
163552	Leslie Friedman	331.50
163555	Rene Frutos	331.50
163562	Sherry Glassford	331.50
163572	Raymond Grimes	331.50
163575	Kathleen Hancock	331.50
163580	Judith Harmer	331.50
163582	Connie Haw	331.50
163583	Fred Hayward	331.50
163597	Kenley Hunt	331.50
163598	William Hyde	331.50
163599	Sylvia Impert	331.50
163605	Rita Jones	331.50
163608	Amy Karasuda	331.50
163618	Sandra Kreil	331.50
163620	Robert Kurz	331.50
163622	Claudia Ladd	331.50
163627	Brian Lewis	331.50
163640	John Mac Donald	331.50
163646	Susan Martin	331.50
163647	Douglas Mason	331.50
163649	Lillian Matthews	331.50
163663	Roger Megorden	331.50
163668	James Mitchell	331.50
163669	Joan Mondragon	331.50
163671	John Mucciaro	331.50
163672	Paula Mucciaro	331.50
163689	Wayne Olson	331.50
163694	Kenneth Ortiz	331.50
163702	Hildigard Peconic	331.50
163704	Chuong Pham	331.50
163705	Lan Pham	331.50
163706	Martha Pham	331.50
163723	Roseann Rueter	331.50
163794	Cheryl Shrock	331.50
163798	Carmen Smith	331.50
163800	Robert Smith	331.50
163803	Thomas Snyder	331.50
163804	Vera Snyder	331.50
163808	Wayne Steck	331.50
163812	Gary Stratton	331.50
163818	Joseph Surgenor	331.50
163824	Norman Tornheim	331.50

163830	Frank Visco	331.50
163834	Dianne Walling	331.50
163835	Robert Walling	331.50
163840	Michael Wells	331.50
163848	Margie Willis	331.50
163850	Douglas Winey	331.50
163855	Bob Wright	331.50
163856	Donna Wright	331.50
163238	Go With Jo Travel	331.00
163206	Wells, Chase	325.00
164211	Verizon California	322.17
163164	Fountain Valley Chamber of Commerce	321.00
164006	Susan Bierlich	320.00
164004	Yale Chase Equipment & Services Inc	316.67
163092	Christian Teeter	308.83
163043	JFTB/MWR	306.85
163067	OCC Food Services	304.43
163317	Home Depot	303.93
163035	Hardy Diagnostics	303.14
163930	Henry Schein Inc	302.45
163889	Brink's Inc	300.56
163149	CCC Chief Student Services Admin Assn (CCCCS	300.00
163162	Noemi Flores	300.00
163931	Hida Tool & Hardware	300.00
163418	Home Depot	298.79
163137	Aardvark Clay Supply	295.76
163253	Marriott Wardman Park Hotel	294.27
163999	Alan Williams	293.95
163943	Los Angeles Times	293.80
163743	Anna Katsuki	293.60
163008	Amanda Best	291.20
163936	Island Florals	291.17
163733	Corporate Business Interiors Inc	290.35
163392	Biopac Systems Inc	289.38
163464	Perry Ader	289.20
163465	Dennis Alsted	289.20
163466	Domenick Anadio	289.20
163467	Jack Anderson	289.20
163469	David Anthony	289.20
163470	Dean Anthony	289.20
163471	Joann Anthony	289.20
163473	Stephen Axelrad	289.20
163481	Dean Bosse	289.20
163487	Kristina Bruning	289.20
163489	Dennis Butler	289.20
163490	Jay Callaway	289.20
163491	Patricia Callaway	289.20
163492	Darline Calvert	289.20

163494	Elvin Campbell	289.20
163495	Patricia Candelaria	289.20
163498	Bruce Cary	289.20
163499	Rosalia Caviezel	289.20
163502	Kevin Chard	289.20
163506	Thomas Clark	289.20
163507	Mona Coates	289.20
163510	Susan Coleman	289.20
163515	Michael Cox	289.20
163518	Kathryn Crown	289.20
163520	Nadine Davis	289.20
163521	Karen Decker	289.20
163522	Sanford Decker	289.20
163523	Carolyn Dennison	289.20
163524	Bob Denton	289.20
163525	Susanna Denton	289.20
163529	Barbara Dilworth	289.20
163531	Daniel Dodt	289.20
163533	Michael Donoff	289.20
163534	Sharon Donoff	289.20
163536	Suszanne Droney	289.20
163537	Joan Duffy	289.20
163539	Stuart Eastman	289.20
163540	Arlene Eckstein	289.20
163541	Fred Eckstein	289.20
163543	James Farley	289.20
163545	Robert Ferman	289.20
163546	Sharon Folga	289.20
163547	Thomas Folga	289.20
163548	Edward Fratantaro	289.20
163551	Donald Friedman	289.20
163553	Annette Fruehan	289.20
163554	Joel Fruehan	289.20
163556	Carol Garner	289.20
163559	Arne Gjertsen	289.20
163560	Karen Gjertsen	289.20
163561	Guy Glassford	289.20
163564	Maureen Goldman	289.20
163565	Michael Goldman	289.20
163574	Linnea Guccione	289.20
163576	Robert Hancock	289.20
163578	Ann Harmer	289.20
163584	Stephanie Hayward	289.20
163585	Julie Hearlson	289.20
163586	Linda Hehn	289.20
163587	Jane Hilgendorf	289.20
163588	Truyen Ho	289.20
163589	Lou Hobbs	289.20

163590	Denise Hogate	289.20
163591	Arthur Hokanson	289.20
163592	Judy Hokanson	289.20
163593	Carol Holben	289.20
163594	Richard Holben	289.20
163596	Beth Hooper	289.20
163600	Raymond Irvine	289.20
163601	Hedy Ito	289.20
163602	Francis Jessoe	289.20
163603	Robert Johnson	289.20
163604	Angelina Jones	289.20
163610	Babette Kelly	289.20
163614	Gloria Kinnevey	289.20
163615	Karen Klammer	289.20
163617	David Koenig	289.20
163623	Edward Lambing	289.20
163624	Nancy Lambing	289.20
163625	Margaret Langhans	289.20
163626	June Leloup	289.20
163628	Martin Lewis	289.20
163629	Ralph Lewis Jr.	289.20
163631	Yvonne Little	289.20
163632	Kevin Long	289.20
163633	Nettie Ann Loranger	289.20
163636	Sally Lund	289.20
163638	Richard Lutz	289.20
163639	Sandra Lutz	289.20
163644	George Maine	289.20
163650	Tara Maull	289.20
163653	Michael Mayberry	289.20
163656	James Mazur	289.20
163657	Linda Mazur	289.20
163658	Maryann Mc Manus	289.20
163659	Richard McCollom	289.20
163661	Diane Mefford	289.20
163662	Jane Megorden	289.20
163665	Phillip Miller	289.20
163670	Cecelia Morris	289.20
163673	Elaine Mullen-Barrett	289.20
163674	David Munoz	289.20
163675	Julie Myers	289.20
163677	Judith Neal	289.20
163678	Charlanne Nee	289.20
163679	Paul Nee	289.20
163680	Barbara Newbern	289.20
163681	Harold Newbern	289.20
163684	Polly Norwood	289.20
163685	Donna O'Neal	289.20

163686	Barbara Okabe	289.20
163687	Connie Olson	289.20
163693	Michael Ortell	289.20
163695	Harriet Ouellette	289.20
163696	John Outwater	289.20
163697	Norma Outwater	289.20
163698	Alan Paladino	289.20
163699	John Parker	289.20
163700	Willard Patterson	289.20
163701	Jill Pearson	289.20
163703	Jack Peconic	289.20
163707	Chester Platt	289.20
163712	Marino Presutti	289.20
163713	Rita Presutti	289.20
163714	Leslie Purdy	289.20
163718	Robert Ricewasser	289.20
163719	Carl Roberson	289.20
163722	Donald Rueter	289.20
163724	Armando Ruiz	289.20
163725	Robert Sands	289.20
163726	John Schaefer	289.20
163789	Patricia Scarfone	289.20
163791	Robert Seebold	289.20
163792	Michael Shanley	289.20
163799	Charles Smith	289.20
163801	Sandra Smith	289.20
163802	Mary Snedeker	289.20
163806	Michael Springer	289.20
163807	Marlene Steck	289.20
163809	Roy Stephens	289.20
163810	Carol Stevens	289.20
163811	Mark Stevens	289.20
163814	Henry Stumpf	289.20
163815	Megan Stumpf	289.20
163821	Theresa Tarlos	289.20
163822	Thomas Timmons	289.20
163826	Ann Tyree	289.20
163827	Peter Vander Haeghen	289.20
163832	Barry Wallace	289.20
163833	Jolene Wallace	289.20
163836	Kathleen Waterman	289.20
163837	Norman Waterman	289.20
163839	Judith Webb	289.20
163841	Deven Werthman	289.20
163842	Lynn Whitmore	289.20
163847	Louis Willis	289.20
163849	Darlene Windisch	289.20
163851	Joyce Wofford	289.20

163853	Judith Wolfe	289.20
163854	Eugene Wood	289.20
164178	Baker & Taylor	288.99
163939	Kimball Midwest	288.65
163926	Gopixel Design Studios Inc	287.50
163082	Safety 1st Pest Control Inc	283.50
164198	Safety 1st Pest Control Inc	283.50
163225	Calif Tool Welding Supply	283.34
163908	Crown Ace Hardware	283.17
163095	The Gas Co	282.16
163411	Grainger	280.79
164201	Shinoda Design Center Inc	278.00
163028	Follett Higher Education Group Inc #1180	276.47
164079	Business Wire	275.00
163398	James Cline	272.73
163988	Turf Star Inc	271.85
164100	Go With Jo Travel	271.00
163155	Digi-Key Corp	270.94
163176	Newport Exterminating	269.50
163872	AT & T	267.93
164113	Lorraine Henry	266.88
163741	Denia Guillen	266.31
163218	ADI	265.05
163937	Kelly Paper	264.53
163954	OCC Cafeteria #200-5245-0000	264.40
163195	RadioShack Corp	262.89
164162	CCCD Workers Comp Trust Fund	259.71
163249	Irvine Pipe & Supply	259.63
164119	Kelly Paper	257.31
163094	Karen Thayer	256.53
164040	MSC Industrial Supply Co	254.70
164174	Vision Service Plan	253.50
163911	Discount School Supply	252.93
164095	Ewing Irrigation Products Inc	251.39
164196	Renwes Appliances Inc	249.42
163063	OC Farm Supply Inc	247.52
163985	The Shredders	243.00
163921	Ewing Irrigation Products Inc	237.85
163140	Alliance Payphone Inc	236.00
164061	Art Supply Warehouse	233.70
163281	US Foodservice	232.76
162994	Aardvark Clay Supply	232.74
163009	Bestblanks	230.94
163786	Kermit Kay	230.80
163262	Office Depot	229.00
163334	Office Depot	228.76
164073	Daniel Beard	228.33
163327	Medical Arts Press	226.35

163947	NCMPR	225.00
164054	A Daigger & Co	224.98
163973	Southern Calif Edison Co	224.82
163758	Smart & Final Stores LLC	224.49
164099	Fry's Electronics	223.53
163219	Airgas West Inc	222.83
163863	Anixter	222.59
163187	Pharmedix	219.70
163180	OC Treasurer-Tax Collector	216.50
163296	Associated Business Products	215.93
164087	City of Fountain Valley	211.63
163272	Sign-Mart	208.96
163196	Sharon Reichwein	207.98
164186	Home Depot	206.49
163046	Kelly Paper	204.85
163860	Airgas West Inc	204.39
164022	Automotive Electronics Services Inc	204.34
163750	Vincent Ngo	202.41
163178	Mary O'Connor	202.02
163246	Hub Auto Supply	196.89
163886	Besam Entrance Solutions	195.66
163240	GWC Petty Cash	194.51
163532	Sandra Dollente	192.80
163573	Donald Grow	192.80
163688	Judith Olson	192.80
163816	Sandra Sukhov	192.80
163817	Vladimir Sukhov	192.80
163823	Janet Tolson	192.80
163224	C2 Reprographics	192.75
163414	Hardy Diagnostics	192.32
163950	Newport-Mesa Unified Sch Dist	190.00
163970	Siemens Industry Inc	189.56
163012	Cal-Olympic Safety	186.78
163229	Daniels Tire Service	181.02
163419	Iron Mountain Records Mgmt	180.04
163216	Academic Credentials Evaluation Institute In	180.00
163388	Aramark Uniform Services	179.85
163185	Office Depot	179.75
163325	Leslie Mccall	176.85
163081	Rhino Electric Supply	176.44
163767	The Shredders	176.00
163076	Prudential Overall Supply Co	175.19
163192	Prudential Overall Supply Co	175.19
163897	CCPRO	175.00
163914	ECS Refining	175.00
163026	Fisher Scientific	173.32
163422	Johnstone Supply	171.83
164007	Smart & Final Stores LLC	171.49

163977	Suburban Water Systems	171.16
163755	Signs etc	170.19
163186	Deborah Orrill	168.44
163430	Model Glass & Mirror	168.00
163787	Reliastar Life Insurance Co	167.23
163248	Iron Mountain Records Mgmt	165.01
164179	Best Buy Stores LP	161.59
163066	OCC Associated Students	160.00
163400	CR & R Inc	157.83
164159	Bonnie Bagdonas	157.20
163389	Cristina Arellano	157.07
163033	Raine Hambly	156.57
163036	Karen Harelson	156.51
163727	Darian Aistrich	155.10
164034	Home Depot	154.98
163264	Pak West Paper & Packaging	154.77
163197	Sehi Computer Products Inc	152.91
163996	VWR Int'l Inc	151.31
164026	CCC Petty Cash	150.48
163383	ACHRO/EEO	150.00
163884	Bee Busters Inc	150.00
163976	Storage Place	150.00
163417	Jacqueline Hils-Williams	149.85
163795	Bobbie Shrode	147.22
163951	Northern Tool & Equipment Co	146.77
163318	Iron Mountain Records Mgmt	145.31
162996	AJ Graphics	145.00
163949	Newport Exterminating	142.00
163945	MSC Industrial Supply Co	141.81
163353	Verizon Wireless	141.07
163257	Nuance Communications Inc	139.94
163037	Rumi Hashimoto	139.86
163420	Irvine Pipe & Supply	138.12
163769	Damian Tsutsumida	137.91
164021	Art Supply Warehouse	137.35
164096	Federal Express Corp	136.53
163150	CDWG	135.15
163892	Calif Tool Welding Supply	134.12
163912	Dish Network Chicago	133.04
163643	Mahoney, Jeanette	132.40
163901	CI Solutions	132.30
163925	Fry's Electronics	129.08
163274	Time Clock Sales & Service Co Inc	128.00
163282	Ward's Natural Science	127.35
164019	ACCCA	125.00
164020	ACCCA	125.00
163232	Egan Visual Inc	123.92
163915	Edmund Scientific	121.43

163024	Dell Higher Education	121.01
164077	Bulbman Inc	119.72
163933	IJSS Inc	118.46
163484	Elizabeth Bowers	115.40
163609	Shinichiro Karasuda	115.40
163642	Marni Magda	115.40
163651	Doris May	115.40
163831	Jacqueline Visco	115.40
163168	Home Depot	114.00
163354	Verizon Wireless	113.92
164188	Kelly Paper	113.23
163342	PSS World Medical Inc	113.17
164200	Sehi Computer Products Inc	111.80
163776	Ward's Natural Science	110.58
163057	Medical Arts Press	109.86
163001	Art Supply Warehouse	109.84
163189	Pitney Bowes Inc	108.05
163148	Calif Tool Welding Supply	107.66
163923	Federal Express Corp	107.62
163344	Sallie Salinas-Rumps	107.55
164008	Stater Bros Markets	107.13
164098	Fisher Scientific	106.74
164209	Verizon California	106.48
163756	Melissa Simpson	106.12
163352	Verizon California	105.41
163898	CDT Inc	105.00
163193	Quartermaster OC	104.70
163451	Susan Bierlich	102.54
164018	Memorial Prompt Care Medical Group	102.00
163987	Tri-Anim Health Services	101.38
162995	Accurate Termite & Pest Control	100.00
163099	Times Community News	100.00
163104	Paul Van Ast	100.00
164142	Matthew Simpson	100.00
163519	Lois Dalla Riva	96.40
163645	Dick Marsh	96.40
163676	Mary Nash	96.40
163710	Frances Power	96.40
163711	Richard Power	96.40
163717	Paula Rice	96.40
163843	Ilse Wilke	96.40
163844	W.L.A. Wilke	96.40
163845	Donna Williams	96.40
163307	Daniel Smith Inc	95.25
164032	Eversoft	95.03
163235	Fisher Scientific	93.41
164118	Kelly Paper	92.65
163788	Salvador Sanchez	91.74

163956	OCE' Financial Services Inc	91.69
164027	Circuit Specialists Inc	91.40
164058	Alan's Lawnmower & Garden Ctr Inc	90.94
163885	Bernan Associates	89.00
163191	Pocket Nurse	88.75
163223	Scott Broberg	88.34
163241	Harbor Freight Tools	88.20
163091	Stater Bros Markets	87.81
163391	Bernan Associates	85.00
163055	Marinus Scientific	84.05
163324	Marinus Scientific	84.05
163747	Marinus Scientific	84.05
164140	Security Signal Devices	83.63
163331	New York Times	83.46
164205	Time Warner Cable	82.94
163170	Richard Kudlik	81.59
163730	Bulb Direct Holding LLC	78.55
163107	Verizon California	77.96
164210	Verizon California	77.96
163883	Lisa Becker	76.00
164000	Frank Woodard	76.00
164060	Kelly Anderson	76.00
164074	Lisa Becker	76.00
164075	Tanya Brown	76.00
164127	Martin Naftel	76.00
164156	Frank Woodard	76.00
164048	UPS Protection Inc	75.43
164187	Johnstone Supply	75.11
163865	Art Supply Warehouse	72.82
164046	Dejah Swingle	69.88
163025	DirecTV	69.83
163316	Mark Grooms	68.61
163113	Waxie Sanitary Supply	67.97
163728	AT & T	67.77
163452	Home Depot	67.75
163174	NADA Scientific Ltd	66.00
163263	Orkin Commercial Services	65.00
163408	FishMax.Com LLC	65.00
163261	OCE' Financial Services Inc	63.86
162998	Jesus Alcala	63.72
163858	Aardvark Clay Supply	63.70
164037	Lakeshore Learning Materials	63.68
163963	Cynthia Reber-Bonhall	63.49
163385	Isaiah Aguirre	62.72
163782	Delta Health Systems	62.50
163201	Theodore Robins Ford	62.47
164076	Zhenghong Broyles	61.05
163448	Jocelyn Wang	60.33

163004	AT & T	60.32
164070	AT & T	60.32
163144	Aramark Uniform Services	59.95
164177	Aramark Uniform Services	59.95
163893	Elizabeth Caluag	59.94
163277	Turf Star Inc	59.44
164199	Seal's Compressed Gases	58.19
164017	Memorial Prompt Care Medical Group	58.00
163050	Janelle Leighton	56.54
163051	Kenneth Leighton	55.62
163918	Enterprise Fleet Mgmt	54.29
163444	Sparkletts	54.25
164068	AT & T	52.83
164069	AT & T	52.83
163172	Antonio Leon	52.73
164139	Robert Scott	52.47
163184	OCC Food Services	52.43
163321	Konica Minolta Business Solutions	50.57
163387	Allied Refrigeration Inc	50.38
163442	Smog & Gas of Costa Mesa	50.00
164102	GWC RHORC Trust	50.00
164103	GWC RHORC Trust	50.00
164104	GWC RHORC Trust	50.00
164105	GWC RHORC Trust	50.00
164106	GWC RHORC Trust	50.00
164107	GWC RHORC Trust	50.00
164108	GWC RHORC Trust	50.00
164109	GWC RHORC Trust	50.00
164110	GWC RHORC Trust	50.00
164111	GWC RHORC Trust	50.00
163011	Zhenghong Broyles	48.84
163030	Fry's Electronics	48.48
163110	Ward's Natural Science	48.42
163955	OCC Food Services	47.36
163449	Ward's Natural Science	47.20
163268	Rhino Electric Supply	46.54
163298	AT & T	46.44
163299	AT & T	46.44
164203	Smardan Supply Co-Orange Coast	45.22
163907	County of Orange	45.00
163920	Eversoft	44.82
163250	Janelle Leighton	44.40
163957	Oce' Imagistics Inc	44.30
163784	Robert Jones	44.10
163785	Sharon Jones	44.10
163740	Fisher Scientific	44.08
164051	Xerox Corp	43.83
163412	GWC Food Services	43.64

163929	GWC Food Services	43.64
164082	CCC ISD	39.95
164151	Verizon California	39.93
163309	Day-Timer Inc	39.84
163335	Omaha Airplane Supply	39.18
163879	AT & T	37.89
163874	AT & T	37.06
163135	Vision Service Plan	37.00
163234	Federal Express Corp	36.59
163919	John Eriksen	35.52
163773	Verizon California	34.84
163453	Stater Bros Markets	34.81
163179	OC Treasurer-Tax Collector	34.50
164147	The Gas Co	33.59
163080	Diana Ramon	33.06
163111	Ward's Natural Science	32.55
163753	Public Economics Inc	32.50
163347	Time Warner Cable	32.16
163047	Kelly Paper	31.76
164135	Deborah Orrill	30.00
163991	USA Mobility Inc	29.57
163751	OCC Food Services	29.32
162997	Alan's Lawnmower & Garden Ctr Inc	28.18
163754	Andreea Serban	27.75
163112	Ward's Natural Science	27.71
163320	Ken's Locksmithery	25.86
163992	Verizon California	25.58
163061	Nolo Press Inc	25.25
164090	Computerland of Silicon Valley	25.00
163972	SoCal Office Technologies Inc	24.31
163757	Smardan Supply Co-Orange Coast	23.62
163435	Pitney Bowes Presort Services Inc	23.49
163265	Prudential Overall Supply Co	22.21
163266	Prudential Overall Supply Co	22.21
163267	Prudential Overall Supply Co	22.21
163074	Prudential Overall Supply Co	21.96
163341	Prudential Overall Supply Co	21.96
163401	Brett Crews	21.20
163075	Prudential Overall Supply Co	20.93
163340	Prudential Overall Supply Co	20.93
163441	Sims-Orange Welding Supply Inc	20.71
163971	Sims-Orange Welding Supply Inc	20.04
163336	Deborah Orrill	19.76
163393	Robin Boyle	19.65
163071	Pitney Bowes Presort Services Inc	19.47
163859	Aircraft Spruce & Specialty Co	18.59
164172	Vision Service Plan	18.50
163390	Baker & Taylor	18.24

163175	Linda Newman	18.00
164128	Linda Newman	18.00
163073	Prudential Overall Supply Co	17.73
163436	Prudential Overall Supply Co	17.73
163962	Prudential Overall Supply Co	17.73
163871	AT & T	17.62
163958	Omaha Airplane Supply	16.63
163101	Martha Tran-Nguyen	16.50
163894	CCC	16.00
163003	AT & T	15.64
163870	AT & T	15.64
163981	The Gas Co	15.38
163278	Turf Tire Distributors	14.55
163303	City of Newport Beach	13.75
163445	State Board of Equalization	12.04
163105	Valerie Venegas	12.00
164094	Daniel Smith Inc	11.58
163160	Federal Express Corp	11.45
163297	AT & T	11.06
163873	AT & T	11.06
164065	AT & T	11.05
164066	AT & T	11.05
164157	Tracy Young	10.99
163960	Pitney Bowes Presort Services Inc	10.65
163332	Nuance Communications Inc	10.07
163938	Ken's Locksmithery	8.62
164025	Calif Tool Welding Supply	8.60
164062	AT & T	8.53
163394	Calif Tool Welding Supply	8.10
163106	Joe Venegas III	8.00
163868	AT & T	5.07
163878	AT & T	4.18
163386	Aircraft Spruce & Specialty Co	3.43
164193	Oce' Imagistics Inc	3.29
163034	Raine Hambly	3.00
163877	AT & T	1.27
163068	Oce' Imagistics Inc	1.13
163867	AT & T	0.74
164064	AT & T	0.55
163869	AT & T	0.29
	Final Grand Total	$7,126,616.94

18. Check List for General Obligation Bond Fund

Subject	**18.01 District**
Meeting	Jan 18, 2012 - Regular Meeting
Category	18. Check List for General Obligation Bond Fund
Access	Public
Type	Consent

File Attachments

Check Approval Bond.pdf (22 KB)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
163370	TB Penick & Sons Inc Newport Beach Learning Center Bid 1992	704,506.00	420894
163364	Honeywell Int'l Inc OCC Campus Security Surveillance Expansion	166,500.00	420294
163454	Honeywell Int'l Inc OCC Campus Security Surveillance Expansion	144,072.00	420294
163371	TB Penick & Sons Inc Newport Beach Learning Center Bid 1992	78,278.00	420894
164216	CW Driver CCC Newport Beach Learning Center Construction	74,036.00	420894
164011	Mobile Modular Management Corp Lease for OCC Student Center mobile kitchens	66,141.88	420249
163287	Elljay Acoustics Inc OCC - ABC Bldg Acoustical Ceilings Repairs	65,757.00	420207
164012	Sasco OCC Data Cabling Classroom Refurbishment	64,675.00	420279
164217	Hill Partnership Inc OCC Planetarium Architectural Services	49,920.00	420208
164010	FM & Sons Inc OCC ABC Bldg Earthwork/Grading Bid 1965	47,056.44	420207
164223	Willdan Geotechnical CCC Newport Beach Learning Center Geotechnical	31,352.00	420894
163289	LPA Inc CCC Newport Beach Architectural Services	28,287.95	420894
163369	So Cal Fire Protection Inc GWC Learning Center Bid 1954	26,507.50	420356
163122	UCMI Inc	23,520.00	420228
164009	FM & Sons Inc	22,000.00	420207
163367	Marina Landscape Inc	20,510.00	420356
163365	Landmark Site Contractors	20,163.03	420356
164218	LPA Inc	19,352.26	420894
164222	UCMI Inc	16,520.00	420894
164219	TYR Inc	12,216.00	420356
163286	Division of State Architect	10,483.02	420249
164221	TYR Inc	10,440.00	420356
164220	TYR Inc	7,232.00	420356
163362	Doja Inc	3,015.00	420894
163368	Marina Landscape Inc	2,278.00	420356
164013	Southcoast Acoustical Interiors Inc	2,094.00	420249
163457	Tangram	1,299.49	420207
163456	Storefront Door Repair	1,182.00	420279
163360	Dauphin Human Design	973.37	420207
163120	CareFusion 209 Inc	925.17	420207
163288	Glumac	856.50	420894
163361	Diversified Window Coverings Inc	635.00	420207
163778	State Water Resources Ctrl Brd	543.00	420894
163366	LPA Inc	430.73	420207

163363	Dougherty & Dougherty Architects LLP	216.35	420279
163455	Siemens Industry Inc	150.00	420207
163119	C2 Reprographics	129.71	420894
163121	Fisher Scientific	52.23	420207
	Final Grand Total	$1,724,306.63	

19. Authorization for Special Payments

Subject	**19.01 OCC - Special Payments**
Meeting	Jan 18, 2012 - Regular Meeting
Category	19. Authorization for Special Payments
Access	Public
Type	Consent

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

Payment of $750 payable to the "Joint Review Committee on Education- Cardiovascular Technology. This fee is for the Cardiovascular Technology Program Accreditation annual fee for 2012-2013.

Payment of $1,800 for the 2012-13 annual Institutional fee for Joint Review Committee on Education in Radiologic Technology, Chicago, IL. This is required for the accreditation of the programs.

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.

20. Approval of Agreements

Subject	**20.01 GWC - Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District for the Puente Project**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District for the Puente Project

1. Background Information: Since the implementation of the program several years ago, it has proven to be beneficial in the transfer of disadvantaged students to four year institutions. The college benefits by receiving mentor funds, training through staff development programs for the counselors and instructors, ongoing support from the regional Puente office and resource and recruitment materials. Assessment data is also provided by Puente.

2. Goal/Purpose: To increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations.

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 Regents of the University of California and the Coast Community College District for the Puente Project, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See the Puente Agreement 2011-12, Attachment #9)

5. Fiscal Impact: The College will contribute $5,000 annually for student field trips, program activities, and supplies to be paid from General funds.

File Attachments

Puente Agreement 2011-12.pdf (223 KB)

Subject	**20.02 GWC - Approve Non-Standard Agreement between the Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Non-Standard Agreement between the Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs

1. Background Information: The summer reading programs have been offered by the Institute of Reading Development through Golden West College Community Education and Activities, formerly Community Services, since 1994 with great success.

2. Goal/Purpose: To provide the children and adults in our community the opportunity to develop a strong foundation of reading skills, a high level of confidence, and a lifelong love of reading.

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 Institute of Reading Development and the Coast Community College District to teach a series of reading enrichment programs, from January 19, 2012 through December 31, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See IRD Agreement 2012, Attachment #10)

5. Fiscal Impact: Institute of Reading Development to remit 10% of gross tuition revenues to GWC Community Services. The Institute will provide and pay for all materials and instruction for the programs.

File Attachments

IRD Agreement 2012.pdf (2,183 KB)

Subject	**20.03 CCC - Approval to Enter into Addendum #1 to the Automated Teller Machine Site License and Services Agreement between Coast Community College District and SchoolsFirst Federal Credit Union (formerly Orange County Teachers Federal Credit Union)**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approval to Enter into Addendum #1 to the Automated Teller Machine Site License and Services Agreement between Coast Community College District and SchoolsFirst Federal Credit Union (formerly Orange County Teachers Federal Credit Union)

1. Background: Coastline Community College to provide an Automated Teller Machine located at Coastline Community College, 11460 Warner Avenue, Fountain Valley, CA 92708 in the Bookstore.

2. Goal/Purpose: To provide an ATM system located at the College Bookstore accessible to staff and the general public off the main lobby at the College Center.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve Addendum #1 to the Automated Teller Machine Site License and Service Agreement of January 2, 2009. Term of this Agreement is for a period of three years beginning January 19, 2012 through January 18, 2015. The Board President, or designee, is authorized to sign the Agreement. (See ATM Addendum 1 Attachment #11)

5. Fiscal Review and Impact: There is no cost to the College or District for this equipment.

File Attachments

ATM Addendum 1.pdf (56 KB)

Subject	**20.04 CCC - Approve Agreement between Cengage Learning, Inc. and the Coast Community College District to Provide eBooks to Students Enrolled in Coastline's Military Programs**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Agreement between Cengage Learning, Inc. and the Coast Community College District to Provide eBooks to Students Enrolled in Coastline's Military Programs

1. Background: For the past nine years, MBS Direct has been the primary on-line bookstore provider for Coastline's military programs. The Agreement between Cengage and Coastline authorizes MBS to provide eBooks and ancillary materials integral to the eBooks to Coastline's military students. The Agreement outlines responsibilities of both parties, eBook prices and a list of eBooks available under this Agreement. The term of the Agreement is January 19, 2012 - June 30, 2013.

2. Goal/Purpose: Provide digital course materials to students enrolled in Coastline's military programs.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Cengage Learning, Inc. and the Coast Community College District to provide eBooks and eBook ancillary materials to students enrolled in Coastline's military programs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Cengage Attachment #12)

5. Fiscal Review and Impact: No cost to District.

File Attachments
Cengage.pdf (142 KB)

Subject	**20.05 DIS - Ratification of Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Feasibility Study of 2012 General Obligation Bond Measure**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Ratification of Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Feasibility Study of 2012 General Obligation Bond Measure

After review and approval by the Board of Trustees at the December 14, 2011 meeting, it is recommended by the Board of Trustees that the Standard Professional Services Agreement between Fairbank, Maslin, Maullin & Associates, Inc. and the Coast Community College District to provide public opinion research and polling services for possible 2012 General Obligation bond measure be ratified. It is further recommended that the Chancellor be authorized to sign this Agreement and any related documents, indicating approval by the Board of Trustees (see Attachment #13).

Fiscal Impact

The cost for both an English and Vietnamese language survey of a 20-minute duration with a sample size of 800 participants is $38,481 and will be paid for out of General Funds.

File Attachments

Fairbank, Maslin, Maullin.pdf (224 KB)

Subject	**20.06 CCC - Approve Agreement between the Employment Training Panel/State of California and Coast Community College District to Operate the Training Programs under the Employment Training Panel Grant**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Agreement between the Employment Training Panel/State of California and Coast Community College District to Operate the Training Programs under the Employment Training Panel Grant

1. Background: This project is to provide reimbursement of training costs from the Employment Training Fund to train employers on business strategies and practices to remain competitive in a global business environment and sustainability.

2. Goal/Purpose: To meet contractual agreement with the Employment Training Panel/State of California to train employers and their workforce. Training will position employers to be competitive in procuring government contracts and increase employee hiring.

3. Comments (if any): Coastline Community College/Coastline Institute for Economic Development received State of California Governor's priority status for the Employment Training Panel funds as a result of the success of the White House Business Council Forum.

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 Employment Training Panel and Coast Community College District to execute this Agreement with Coastline Institute for Economic Development. This Agreement outlines the responsibilities of all parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See ETP Attachment #14)

5. Fiscal Review and Impact: The State Employment Training Panel will reimburse Coastline Community College up to $99,490 for operation of this training.

File Attachments
ETP.pdf (114 KB)

Subject	**20.07 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

1. Background: This project is to expand the educational and career ladder that supports the high growth recycling and resource management industry by providing job seekers the opportunity to have access to new certificates and degrees in the recycling and resource management fields.

2. Goal/Purpose: To meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the facilitation of the Recycling and Resource Management 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 Amended Agreement between the County of Orange and the Coast Community College District to provide services for the recycling and resource management grant. The Agreement outlines the responsibilities of both partners. The term of the Agreement is from April 1, 2011 through May 13, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA North Attachment #15. Prior Board Approval: July 20, 2011)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College an additional amount of $117,530 for a total contract of $539,008 for operation of these programs.

File Attachments

WIA North.PDF (1,651 KB)

Subject	**20.08 DIS - Approval of Employment Agreement, Dean, Counseling and Special Programs, CCC**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approval of Employment Agreement, Dean, Counseling and Special Programs, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with Christine Leon, Dean, Counseling and Special Programs, CCC, effective February 21, 2012 through June 30, 2013. Compensation to be $104,627 annually, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #16)

File Attachments

Christine Leon, Dean, Counseling CCC.pdf (78 KB)

Subject	**20.09 CCC - Approve Agreement between Coast Community College District and C & H Machine, Inc., to Operate the Training Programs Under the Employment Training Panel Agreement**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approve Agreement between Coast Community College District and C & H Machine, Inc., to Operate the Training Programs Under the Employment Training Panel Agreement

1. Background: This project is to provide reimbursement of training costs from the Employment Training Fund to train employees of C & H Machine, Inc., in the subject areas outlined in the Manufacturing Skills section of the Training Curriculum Menu. Coast Community College District/Coastline Community College/Coastline Institute for Economic Development will provide administration of the Employment Training Panel contract and project management with C & H Machine, Inc. Specialized business consulting and employee training will be provided through Coastline Institute for Economic Development's partner, Performance Ascent, Inc. The training and consulting provided by Performance Ascent, Inc. is described in the Continuous Improvement Section of the Training Curriculum Menu, as specified in the Employment Training Panel Agreement, and tailored to the participating company needs and requirements using its Business Improvement System.

2. Goal/Purpose: To serve as Contract Administrator to ensure oversight, training completion, compliance and reimbursement that is set forth in the ETP Agreement. The business training will position C & H Machine, Inc. to be competitive in their industry and increase employee hiring.

3. Comments (if any): The Agreement is part of the Employment Training Panel requirement for administration and training as agreed upon with the participating company.

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 C & H Machine, Inc. and Coast Community College District to execute this Agreement with Coastline Institute for Economic Development. This Agreement outlines the responsibilities of all parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See C&H Machine Attachment #17)

5. Fiscal Review and Impact: Coast Community College District/Coastline Community College /Coastline Institute for Economic Development will reimburse C & H Machine, Inc., for training provided that has been completed as stated by the guidelines of the Employment Training Panel Agreement.

File Attachments

CH Machine.pdf (38 KB)

Subject	**20.10 DIS - Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services**
Meeting	Jan 18, 2012 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services

After review by the Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that the Board approve the Agreement with Vasquez & Company, LLC for external audit services, effective January 19, 2012 through December 31, 2012, with the option to renew the Agreement for one additional year. This agreement covers the audit period for the 2011-2012 fiscal year. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (see Attachment #18).

Fiscal Impact: $116,752 per year.

File Attachments

Vasquez.pdf (256 KB)

21. Buildings and Grounds Approvals

Subject	**21.01 DIS - Approve Change Order No. 7; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**
Meeting	Jan 18, 2012 - Regular Meeting
Category	21. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Approve Change Order No. 7; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

1. Background:

This change order seeks to approve additional compensation, to Alpha Mechanical Heating & Air Conditioning, resulting from the extended project duration. Substantial completion has been attained for this contractor and a Notice of Completion was previously approved by the Board. This will close-out the contract with Alpha Mechanical for this project.

2. Goal/Purpose:

Final contract/project closeout.

3. Comments:

Further analysis and close-out negotiations are ongoing with one remaining trade contractor on this project.

4. Recommendation Statement:

After review by District General Counsel, the Vice President of Administrative Services, and Senior Director of Facilities, Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 7 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents and the issuance of final contract payment be contingent upon the contractors' execution of the full and final release pursuant to California Civil Code §1542.

Alpha Mechanical Heating & Air Conditioning – Category R – HVAC/Plumbing

Final Contract Closeout: Outstanding contractor costs and negotiated time extension $380,000

Contract Amount: $4,548,000 (C. O. 7: 8.35% Increase)
Total Change Orders: $428,788 (9.43% Increase)

Fiscal Impact: $380,000 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Consumer Health & Science Building
(ABC Building)

Attachment #19

File Attachments

OCC ABC Bid 1965 Co7 Alpha Mech.pdf (35 KB)

22. General Items of Business

Subject	**22.01 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**
Meeting	Jan 18, 2012 - Regular Meeting
Category	22. General Items of Business
Access	Public
Type	Discussion

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

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 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.

SCEC
1582-I N Batavia St.
Orange, CA. 92867

23. Resolutions

Subject	**23.01 DIS - Adoption of Resolution #12-01 of the Board of Trustees of the Coast Community College District, Establish Nonresident Tuition Fee, 2012-2013**
Meeting	Jan 18, 2012 - Regular Meeting
Category	23. Resolutions
Access	Public
Type	Matters for Review, Discussion and/or Action

Adoption of Resolution #12-01 of the Board of Trustees of the Coast Community College District, Establish Nonresident Tuition Fee, 2012-2013 (See Attachment #20)

File Attachments

Nonresident Tuition Fee Resolution 2012-2013.pdf (190 KB)

24. Approval of Minutes

Subject	**24.01 DIS - Approval of Minutes**
Meeting	Jan 18, 2012 - Regular Meeting
Category	24. Approval of Minutes
Access	Public
Type	Discussion

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting(s) be approved:

Regular Meeting of December 14, 2011

File Attachments

Min 12-14-11 Regular Meeting.pdf (525 KB)

25. Policy Implementation

Subject	**25.01 DIS - Adoption of Board Policy 2748 Purchase of Goods and Services**
Meeting	Jan 18, 2012 - Regular Meeting
Category	25. Policy Implementation
Access	Public
Type	Discussion

Adoption of Board Policy 2748 Purchase of Goods and Services

The Board of Trustees reviewed proposed Board Policy 2748 at the November 16, 2011 Regular Meeting. It is recommended by the Board Clerk that the proposed policy be adopted. (See Attachment #21)

File Attachments

Proposed BP 2748 purchase of goods.pdf (7 KB)

Subject	**25.02 DIS - Adoption of Recommended Policy - Coast Community College District Non-Discrimination Statement**
Meeting	Jan 18, 2012 - Regular Meeting
Category	25. Policy Implementation
Access	Public
Type	Discussion

Adoption of Recommended Policy - Coast Community College District Non-Discrimination Statement

After review of District materials, such as the student catalog and Board Policies that include a non-discrimination statement, it was recommended by District General Counsel that the existing non-discrimination statement be more reflective of current law, to clarify the District's intent relative to unlawful discrimination, and to include protected characteristics that have been recently legislatively approved and will be in effect in 2012.

General Counsel's recommended modification to the non-discrimination statement was initially discussed in Chancellor's Cabinet and subsequently in the Board's Personnel Committee meeting on October 24, 2011. Based on those discussions, additional changes were made to the original recommendation. General counsel reviewed the additional modifications and indicated there are no remaining legal concerns.

The proposed non-discrimination statement policy was reviewed by the Board at the Regular Meeting of December 14, 2011, and is now being recommended for adoption. Recommended language is indicated in underlined text.

Coast Community College District
BOARD POLICY
Chapter 1
The District

BP XXXX Non-Discrimination Statement

Legal References:

Education Code Sections 200, 210.2, 220, 66260.6, 66260.7, 66270
Government Code Sections 11135 et seq; 12920, 12926, 12940
Military & Veterans Code Sections 389, 395
Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.; 29 C.F.R. Part 1691)
Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-1 et seq.; 34 C.F.R. Part 100; 29 C.F.R. Part 1691)
Title VII of the Civil Rights Act of 1974 (42 U.S.C. §§ 2000e et seq.)
Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. §§ 2000ff et seq.; 29 C.F.R. Part 1635)
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794; §§ 34 C.F.R. Part 104)
Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq and 12132 et seq..; 29 C.F.R. Part 1630)
Age Discrimination in Employment Act (42 U.S.C. §§ 6101 et. seq.; 29 C.F.R. Part 1625)
Uniformed Services Employment and Reemployment Act (38 U.S.C. §§ 4303, 4311; 20 C.F.R. Part 1002, Subpart B)
California Code of Regulations:
Title 2 Sections 7286 et seq.
Title 5 Sections 53000 et seq.;Sections 59300 et seq.

The Coast Community College District does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.
The foregoing statement is to be incorporated into applicable District and College publications.

Subject	**25.03 DIS - Adoption of Amended Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement**
Meeting	Jan 18, 2012 - Regular Meeting
Category	25. Policy Implementation
Access	Public
Type	Discussion

Adoption of Amended Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement.

The proposed change in the District's non-discrimination statement impacts several Board Policies that require modification to ensure that District publications and Board Policies are consistent. The Board of Trustees had the opportunity to review the amended Hiring Policies at the Regular Meeting of December 14, 2011 It is the Chancellor's recommendation that the Board adopt the recommended changes to the Board Policies listed below, in order to incorporate the revised non-discrimination statement.

- BP 3420 - Equal Employment Opportunity (EEO) Policy
- BP 7121 - Employee Recruitment & Selection Policy
- BP 7838 - Faculty Hiring Policy
- BP 7856 - Classified Staff Hiring Policy
- BP 7859 - Confidential Staff Hiring Policy
- BP 7888 - Management Hiring Policy

The Policies with recommended modifications are attached to each Trustee's Agenda. The new language is indicated in underlined text and recommendations for deleted language are shown with strikethroughs. (See Attachment #22)

File Attachments

1-18-12 board attachment hiring policies.pdf (266 KB)

26. Close of Meeting

Subject	**26.01 - 26.02 Close of Meeting**
Meeting	Jan 18, 2012 - Regular Meeting
Category	26. Close of Meeting
Access	Public
Type	Action

26.01 Public Comment (Items Not on Agenda)

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

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

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

26.02 Adjournment

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 Progr P=Pending
1	Nov 16, 2011	Mary Hornbuckle 2nd Jerry Patterson	Board	Board Engagement in Accreditation: Review of Accreditation Drafts	Pending	P
2	March 16, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Added to Board Log at 11/16/11 Meeting)	Pending	P
3	April 6, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Added to Board Log at 11/16/11 Meeting)	Pending	P
4	Nov 2, 2011	Mary Hornbuckle 2nd Jim Moreno	Chancellor	A brief presentation requested by Trustee Mary Hornbuckle regarding Credits for College.	Pending	P
5	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
6	Nov 17, 2010	Jim Moreno 2nd 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	P
7	Sept 17, 2008	Jim Moreno; 2nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

4:00 p.m. Closed Session, 6:30 p.m. Open Session

Wednesday, December 14, 2011

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on December 14, 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 4:02 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 4:03 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 President of Instruction

   Reappointments:
   Coordinator, Criminal Justice Training Center
   Dean
   Assoc Dean/Director Student Health Center
   Vice President, Student Services
   Dean Military, Corporate & Community Programs
   Director
   Admin Director, Workforce Economic Development

6. Classified Management

7. Classified Staff
   WIA Support Clerk
   Staff Aide
   Food Service Worker III
   Accounting Technician

8. Reclassification and Reorganization/Reassignment
   Staff Assistant
   Athletic Facilitator
   Clerk

9. Classified Temporary Assignments
   Special Assignment
   Staff Assistant, Sr
   Instructional Information Tech
   Information Systems Tech II
   Systems/Network Analyst II
   Staff Assistant
   Coordinator of Community Services
   Director of IT Dept @ CCC/GWC
   Application Project Coordinator

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

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

Coordinator

Dean
Associate Dean/Director
Vice President
Dean Military, Corporate & Community Programs
Director
Admin Director

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

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

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

Coast Community College Association vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case No. 30-2011-00445563
Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488
Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551

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

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

Position: Chancellor

1.05 Reconvene Regular Meeting

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

1.06 Pledge of Allegiance –Trustee Lorraine Prinsky

Trustee Lorraine Prinsky 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 Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted unanimously to approve **Item 1.04.01 Public Employment** with the following corrections. On page 7 of report, faculty member Sasha Moore's assignment was corrected to reflect Golden West College, and on the same page Counselor Overloads were corrected to reflect Orange Coast College. Additionally, the Accreditation section on page 5, and Section 8 Reclassification and Reorganization/GWC on page 22, were removed. (See Appendix pages 25-47)

Motion carried with the following vote:

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

1.08 Public Comment (Open Session - Items on Agenda)

There were no requests to address the Board.

1.09 Approval of Agreement Between the Orange Coast Foundation (Foundation) and the Coast Community College District (CCCD)

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board approved the Agreement between the Orange Coast Foundation and the Coast Community College District.

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

1.10 Approval of Agreement Between the Golden West College Foundation (Foundation) and the Coast Community College District (CCCD)

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board approved the Agreement between the Golden West College Foundation and the Coast Community College District.

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

1.11 Public Hearing to Offer Public Comment on Good Standing Status of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation and the Enterprise Corporation

The Public Hearing to offer public comment on the good standing status of the District Foundation, Coastline Community College Foundation, Golden West College Foundation and Enterprise Corporation was opened by Board President Patterson at 6:41 p.m. As there were no requests to address the Board during Public Testimony, Board President Patterson closed the Public Hearing at 6:43 p.m.

1.12 Designation of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation, the Orange Coast College Foundation and the Enterprise Corporation as Auxiliary Organizations in Good Standing with the Coast Community College District

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to find the District Foundation, Coastline Community College Foundation, Golden West Foundation, Orange Coast College Foundation and Enterprise Corporation as auxiliary organizations in good standing with the Coast Community College District.

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

1.13 Organization of the Board

1.13.01 Board Officers Election

a. Election of Board President

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted unanimously to elect Jim Moreno as Board President.

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

b. Election of Board Vice President

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted unanimously to elect Mary Hornbuckle as Board Vice President.

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

c. Election of Board Clerk

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to nominate Lorraine Prinsky as Board Clerk.

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

At this time, on a motion by Board President Moreno and a second by Trustee Prinsky, the Board voted to take a short recess, during which time Trustee Patterson was recognized for his service as Board President.

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

Reconvene Board Meeting

The Board Meeting was reconvened by Board President Moreno.

1.13.02 Appointments to Board Committees, County Department of Education Groups and Other Assignments

a. Appointment to the Board of Trustees' Career Technical Education Committee

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted unanimously to re- appoint Mr. Moreno to the Career Technical Education Committee for a two year term ending 2013.

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

b. Appointment to the Board of Trustees' Land Development Committee

On a motion by Dr. Prinsky and seconded by Mr. Moreno, the Board voted unanimously to re- appoint Mr. Patterson to the Land Development Committee for a two year term ending 2013.

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

c. Appointment to the Board of Trustees' Personnel Committee

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to re- appoint Dr. Prinsky to the Personnel Committee for a two year term ending 2013.

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

d. Board of Trustees' Legislative Affairs Committee
e. Board of Trustees' Audit and Budget Committee
f. Board of Trustees' Accreditation Committee

The Legislative Affairs, Audit and Budget and Accreditation Committees required no appointments for Calendar Year 2012.

g. Appointments of Trustee Representatives to Serve As Liaisons to District Auxiliary Organizations

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to re-appoint the following existing trustee liaisons for Calendar Year 2012.

Coast Community College District Foundation:	Trustee Jim Moreno
Orange Coast College Foundation:	Trustee Lorraine Prinsky
Golden West College Foundation:	Trustee David Grant
Coastline Community College Foundation:	Trustee Mary Hornbuckle
Coast Community College Enterprise Corp.:	Trustee Jerry Patterson

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

h. Appointment of Trustee to Serve on the Nominating Committee for Orange County on School District Organization

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to re-appoint Dr. Prinsky to serve on the Nominating Committee for Orange County on School District Organization.

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

i. Appointment of Trustee to Serve on the Orange County School Board's Political Action Group Effort (PAGE)

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to re-appoint Ms. Hornbuckle to serve on the Orange County School Board's Political Action Group Effort.

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

1.14 Consideration of Annual Pay Raise for the Board of Trustees

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted unanimously to reject a pay increase for 2012.

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

1.15 Presentations, Ceremonial Resolutions and Public Hearings

1.15.01 Acceptance of Retirements

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

Classified

Arbizo, Lydia, OCC, Outreach Program Specialist, retirement effective 12/31/11.
Crabtree, Anne, DIS, Receptionist/Clerk Sr., retirement effective 12/31/11.
Macy, Shirley, OCC, Staff Assistant Confidential, retirement effective 12/31/11.
Roda, Mary, OCC, Publications Coordinator, retirement effective 12/31/11.
Rodriguez, Reginald J., Shipping and Receiving Clerk, retirement effective 12/30/11.

Classified Management

Comer, Louise B., GWC, Director of Fiscal Services, retirement effective 12/31/11.

Faculty

Yeh, Ning, CCC, Instructor, retirement effective 12/31/11.

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to accept these retirements.

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

2.00 Matters for Review, Discussion and/or Action

2.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the December 14, 2011 Agenda.

2.02 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)

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

2.03 The Board Directives Log

The Board reviewed and discussed items on the Board Log. On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to remove Item #5 from the log, as it has been completed.

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

2.04 Discussion of CTE Grant Application

After discussion, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle the Board voted to ratify the application for the CTE Grant.

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

2.05 Acceptance of the Coast Community College District Auditor's Report, Fiscal Year 2010/2011

Mr. Vasquez and Ms. McBride from Vasquez & Co. provided a presentation on the External Report for Fiscal Year 2010/2011. On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board voted to accept the District Auditor's 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

2.06 First Reading of Recommended Policy - Coast Community College District Non-Discrimination Statement

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to move this policy to the Action pages of the January 18, 2012 Board of Trustees' Agenda.

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

2.07 Policy Amendments to Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement

On a motion by Mr. Grant and seconded by Trustee Hornbuckle, the Board voted to move this item to the Action pages of the January 18, 2012 Board of Trustees' Agenda.

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

CONSENT CALENDAR (Items 3 - 21)

Trustee Hornbuckle requested that **Item 3.02 Meetings for Faculty and Staff** be pulled for further discussion. Additionally, **Item 16.01 CCC-Authorization for Independent Contractors** for Jimeno Rodrigo, and **Item 16.04 DIS-Authorization for Independent Contractors** for Dr. Jerome Hunter were pulled from the agenda at the request of staff.

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve the remainder of 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

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve **Item 3.02 Meetings for Faculty and Staff** with the correction of the conference date for Lu Anne Venham to March 15, 2011.

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

22.00 Approval of Agreements

22.01 GWC - Approve Non-Standard Agreement between Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve the Non-Standard Agreement between Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU, from November 30, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $9,000 to be paid from Perkins IV VTEA 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

22.02 DIS - Approve Non-Standard Three Year Property/Liability Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates

On a motion by Dr. Prinsky and Mr. Venegas III, the Board voted to approve the extension of the Property/Liability Claims Administration Service Agreement with Keenan and Associates for a period of three years, from November 1, 2011 through October 31, 2014. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Claims administration fees for each policy year 2011-2014 will not exceed $20,000.00. (Expiring agreement for November 1, 2008 through October 31, 2011, fees did not exceed $20,000.00).

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

22.03 DIS - Approve Agreement between HighMark Administration and Consulting and the Coast Community College District for Management Vacation Payout Services

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between HighMark Administration and Consulting and the Coast Community College District. This Agreement provides the District with improved services to management employees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the District.

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

22.04 OCC - Approve Non-Standard Agreement between Mesa Consolidated Water District and Coast Community College District to Enter into a License Agreement to Install a Water Vending Machine on the Orange Coast Campus

On a motion by Mr. Venegas III and seconded by Dr. Prinsky, the Board approved the Agreement between Mesa Consolidated Water District and Coast Community College District (Orange Coast College) for the purpose of installing one water vending machine on the Orange Coast College campus. This Agreement shall have an initial term of five years following the acceptance date of the Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Motion carried with the following vote:

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

22.05 OCC - Approve Authorization to Enter into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortiumfor the Purchase of the Academic Premier Database Package through EBSCOHOST

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium (CCLC) for EBSCOHOST for OCC Library electronic databases effective January 1, 2012 through December 30, 2012. Original date of agreement for the databases: EBSCOHOST

Premier Package Annual Fee $19,957.00. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $19,957.00

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

22.06 OCC - Approve Authorization to Enter into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for Journal Storage

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium for JSTOR for OCC Library electronic databases effective January 1, 2012 through December 30, 2012. Original date of agreement for the databases:

Arts & Sciences I	Annual Fee: $1,500
Arts & Sciences II	Annual Fee: $1,000
Language and Literature	Annual Fee $490

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

Fiscal Impact: $2,990

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

22.07 OCC - Approve Authorization to Enter into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium

On a motion by Mr. Venegas III and seconded by Ms. Hornbuckle, the Board voted to enter into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium for Springer-Verlag, New York, LLC for OCC Library electronic databases effective January 1, 2012, through December 30, 2012. Original date of agreement for the databases: EBooks 2011 collection. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $5,000

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

22.08 OCC - Approve Non-Standard Agreement between the Comevo LLC and the Coast Community College District to Provide Hosting of the Financial Aid Online Orientation Services to the Financial Aid Office

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky the Board voted to approve the Non-Standard Agreement between Comevo and the Coast Community College District for the purpose of hosting the financial aid orientation services to the Financial Aid Office. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $8,000 - Categorical 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

22.09 OCC - Approve a Non-Standard Agreement between Orange Coast College and American Program Bureau, Inc. for the Purpose of Speaking on Campus as Part of the Distinguished Speaker Program

On a motion by Mr. Venegas III and seconded by Dr. Prinsky, the Board voted to approve the Non-Standard Agreement between American Program, Inc. and the Coast Community College District for the purpose of providing a public lecture on how college students can use social media technology to effect political change. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $5,200 from Staff Development 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

22.10 DIS - Approve Educational Administrator Agreements

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve the Educational Administrator Employment Agreements for the following educational administrators. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board.

Name	Position	College	Start Date	End Date
Ames, Steven M.	Coord., Criminal Justice Training Center	GWC	7/1/2012	6/30/2014
Asim, Paul M.	Dean	OCC	7/1/2012	6/30/2014
Bachmann, Robin R.	Assoc. Dean/Director, Student Health Center	GWC	7/1/2012	6/30/2014
Baird, David L.	Dean	GWC	7/1/2012	6/30/2014
Ballinger, Kevin T.	Dean	OCC	7/1/2012	6/30/2014
Benoit, Douglas R.	Dean	OCC	7/1/2012	6/30/2014
Boehler, Ted A.	Dean	CCC	7/1/2012	6/30/2014
Clark, Kristin L.	Vice President, Student Services	OCC	7/1/2012	6/30/2014
Groot, Joycelyn M.	Dean, Military, Corporate & Community Programs	CCC	7/1/2012	6/30/2013
Lowenberg, Ronald E.	Dean	GWC	7/1/2012	6/30/2014
Mandelkern, Michael A.	Dean	OCC	7/1/2012	6/30/2014
Tamanaha, Stephen Y.	Director	OCC	7/1/2012	6/30/2014
Wilkerson, Lois	Admin. Dire., Workforce Economic Development	CCC	7/1/2012	6/30/2013
Worden, Sylvia L.	Assoc. Dean/Director, Student Health Center	OCC	7/1/2012	6/30/2014

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

22.11 CCC - Approve Agreement between City of Costa Mesa Neighborhood Community Center and the Coast Community College District for Function Space for the April 26, 2012 Scholarship Awards Ceremony

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the City of Costa Mesa Neighborhood Community Center and the Coast Community College District for the function space for its scholarship awards 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: Expense amount of $1,900 to be paid from General 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

22.12 OCC - Approve Non-Standard Agreement between Orange County Superintendent of Schools/Schools Program and Coast Community College District (Orange Coast College/Golden West College) to Renew the Use of the Facilities Agreement

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve a Non-Standard Agreement between Orange County Superintendent of Schools/Special Schools Program and Coast Community College District (Orange Coast College/Golden West College) for the purpose of allowing OCSS to utilize District facilities to conduct a transition class for special education students. This Agreement will be from July 1, 2010 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

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

22.13 CCC - Approve the Seaport 3.0 Learning Course Management System Master Hosting and License Agreement between Fremont College and the Coast Community College District

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District. The Agreement and its Supplemental Service Level Agreement contain the entire Agreement and understanding of the parties. 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: Subject to terms and conditions of individual Supplemental Service Level Agreements.

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

22.14 CCC - Approve a Supplemental Service Level Agreement to the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve the Supplemental Service Level Agreement for Fremont College with their license of Seaport 3.0 Learning Course Management System. The Supplemental Service Level Agreement and Master Hosting and Licensing Agreement contain the

entire Agreement and understanding of the parties. 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: Revenue to Coast District of $9,115 per year for the term of the Agreement.

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

22.15 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

22.16 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve the Amended Agreements between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North and Orange County One-Stop Center - South. These Agreements outline the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. Prior Board Approval: June 15, 2011.

Fiscal Review and Impact for One Stop Center - North: The County will reimburse Coastline Community College an additional amount of $658,000 for a total contract of $2,570,456 for operation of these programs.

Fiscal Review and Impact for One Stop Center - South: The County will reimburse Coastline Community College in additional amount of $579,000 for a total contract of $2,612,966 for operation of these programs.

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

22.17 GWC - Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Completion of Work

On a motion by Mr. Venegas III and seconded by Ms. Hornbuckle, the Board voted to approve the Amendment to the Non-Standard Agreement between Apple Inc. and the Coast Community College District for Apple server installation, from December 16, 2011 through September 15, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the College.

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

22.18 CCC - Approval of Appointment of Interim Vice President of Instruction, Orange Coast College, and Approval of Interim Educational Administrator Agreement

On a motion by Dr. Prinsky and seconded by Mr. Venegas III, the Board voted to approve the appointment of Dr. Ronald Johnson as Interim Vice President of Instruction, Orange Coast College, and approve the Employment Agreement for the Interim Educational Administrator, to serve during the recruitment for the full-time position, pursuant to the standard Interim Educational Administrator Agreement. The Board President, or designee, is authorized to sign the employment agreement and any related documents, indicating approval by the Board of Trustees, once the name, dates and salary are finalized.

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 Buildings and Grounds Approvals

23.01 Approve Standard Architectural Services Agreement with Bundy-Finkel Architects; Orange Coast College Swap Meet/Special Events Restroom Building

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to authorize the employment of Bundy-Finkel Architects for architectural services for the Orange Coast College Swap Meet/Special Events Restroom Building pursuant to the District's Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

a. Research/Programming Services	$ 4,120
b. Design & Construction Documents	$18,800
c. Agency Processing (DSA approval & closeout)	$ 3,400
d. Construction Admin/Observation	$ 4,600

Total fee for architectural services under this agreement: $30,920

h. Reimbursable Expenses	$ 1,850

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

Fiscal Impact: $32,770.00 (OCC Enterprise 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

23.02 Approve Standard Professional Services Agreement with Dougherty & Dougherty Architects; Orange Coast College Recycling Center Feasibility Study

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to authorization be given to employ Dougherty & Dougherty for services related to the Orange Coast College Recycling Center Feasibility Study pursuant to the District's Standard Professional Services Agreement. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

Fiscal Impact: $30,000 (ASOCC Recycling Center 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

24.00 General Items of Business

24.01 DIS - Appointments of Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to appoint Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee.

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

24.02 GWC - Approve Golden West College's Articulation and Transfer Center Plan for 2011-12

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board approved the 2011-12 GWC Articulation and Transfer Center Plan, which includes the Articulation and Transfer Center activities and services provided to students, staff, and faculty.

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

24.03 OCC - Harry and Grace Steele's Children's Center Approval to Increase the Tuition Rates for Full Cost Families

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board approved the increase of tuition rates for full cost families (students, faculty staff and community). The rate of increase is 5% for all programs - infants, toddlers, young preschool and preschool.

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

24.04 OCC - Bid Tabulations and Award of Contract: Orange Coast College Film/Video Department Upgrade to High Definition: Bid 1998

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to award Bid 1998 to Triton Technology Solutions Inc.

Fiscal Review and Impact: $270,000.00 (Grant 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

24.05 DIS - Authorization to Retain Special Counsel for County Property Tax Dispute

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to authorize the Chancellor to work with the CEO's from the other Orange County Community College Districts and the Orange County Department of Education to identify and place under retainer Special Counsel in order to work cooperatively and collaboratively to protect our interests and the integrity of the property tax revenue stream for the community college system. Any contractual action taken under the authority granted by this agenda item will be presented for ratification at the next regularly scheduled meeting of the Board.

Fiscal Review & Impact: To be determined.

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

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

On a motion by Dr. Prinsky 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.

Carter Brothers Fire and Life Safety
565 W. Lambert Road Suite E
Brea CA 92821

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

24.07 DIS - Authorization of Underwriting Team for Feasibility Study of 2012 General Obligation Bond Measure

On a motion by Mr. Grant and seconded by Mr. Patterson, the Board voted to appoint the three top firms including RBC, Piper Jaffray and Citibank to serve as an underwriting team. In this type of team arrangement, an owner may designate one team as the lead underwriter or rotate the role of lead among the team members. In the early feasibility phase of the bond program a more collaborative approach involving all three firms is planned. Once the district is through the feasibility phase, and in the event the Board chooses to place the matter before the voters, a recommendation to establish a formal order for the team will be advanced to the Board

Additionally, the Board voted to authorize the Chancellor or designee to enter into a contract with each firm and present the agreements to the Board for ratification at their next regularly scheduled meeting.

Fiscal Review & Impact: Underwriters will be paid out of bond proceeds only in the event of a successful bond measure.

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

24.08 DIS - Authorization of Public Opinion Research/Polling Firm for Feasibility Study of 2012 General Obligation Bond Measure

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Chancellor's recommendation to hire the Fairbank Company to conduct a feasibility study of 2012 General Obligation Bond Measure. The agreement with Fairbank is to be returned for approval at the January 18, 2012 Board Meeting.

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

24.09 DIS - Approve Addendum to Non-Standard Agreement with Blackboard Inc. for the Utilization of the Blackboard's Connect-Ed Emergency Notification Software

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted that authorization be given to the Non-Standard Agreement with Blackboard Inc. for the utilization of Connect-Ed Emergency Notification Software. It is further recommended that the Board President, or designee, be authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: $57,500 (District General 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

24.10 DIS - Authorization for Immediate Use of Revised Non-Discrimination Statement

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to authorize the immediate use of the revised Non-Discrimination Statement, shown below, in applicable District and College publications.

The Coast Community College District does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

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

25.00 Approval of Minutes

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Minutes of the Regular Meeting of November 16, 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

26.00 Close of Meeting

26.01 Public Comment (Items not on Agenda)

There were no requests to address the Board at this time.

26.02 Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to adjourn the meeting at 8:35 p.m.

Motion carried with the following vote:

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

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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.*

APPENDIX

Page

A. Public Employment..... 25-47

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

TRANSCRIPT EVALUATIONS

Name	Start Date	End Date	Pay Type	Pay Rate
Hernandez, Marcela	01/02/12	06/30/12	EXH	$29.46

EXCELERATED PROGRAMS

Name	Start Date	End Date	Pay Type	Pay Rate
Jones, Nancy	10/01/11*	12/18/11	EXM	$43.55

*Justification: Title III Grant money had to be negotiated.

CREDITS FOR COLLEGE PROGRAM

Name	Start Date	End Date	Pay Type	Pay Rate
Chang, Sarah	12/15/11	06/30/12	EXH	$29.46

COUNSELING FOR EARLY COLLEGE HIGH SCHOOL

Name	Start Date	End Date	Pay Type	Pay Rate
Zuniga, Desiree	01/02/12	06/30/12	UNT	$57.44

HOMELAND SECURITY GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Kuntzman, Linda	12/15/11	06/30/12	EXM	$43.55
Mozell, Harold	12/15/11	06/30/12	EXH	$29.46
Tsutsumida-Krampe, L.	12/15/11	06/30/12	EXM	$43.55
Walker, Lynn	11/04/11*	06/30/12	EXH	$29.46

*Justification: The request for this class was received too late for previous Board agenda.

BASIC SKILLS WORKSHOPS

Name	Start Date	End Date	Pay Type	Pay Rate
Ryan, Mutsuno	12/15/11	06/30/12	EXH	$29.46

FINANCIAL AID PROGRAM

Name	Start Date	End Date	Pay Type	Pay Rate
Chen, Donna	01/02/12	05/30/12	UNT	$73.94
Nguyen, Steve	01/02/12	05/30/12	UNT	$73.94

TITLE III ACTIVITY COMPONENT

Name	Start Date	End Date	Pay Type	Pay Rate
Do, Anh	01/02/12	06/30/12	UNT	$73.94

TITLE III ACTIVITY MATH INSTITUTE

Name	Start Date	End Date	Pay Type	Pay Rate
Kuang, Jessica	01/02/12	06/30/12	EXH	$29.46
Lee, Lisa	01/04/12	06/30/12	EXM	$43.55

TITLE III ACTIVITY TASK FORCE STUDENT ROADMAP/TRACKING SYSTEM

Name	Start Date	End Date	Pay Type	Pay Rate
Chang, Sarah	10/01/11*	12/18/11	EXH	$29.46
Nguyen, Ailene	10/01/11*	12/18/11	EXM	$43.55

*Justification: Title III Grant funding had to be negotiated.

TITLE III ACTIVITY SCIENCE INSTITUTE

Name	Start Date	End Date	Pay Type	Pay Rate
Gutierrez, Pedro	01/04/12	06/30/12	EXM	$43.55
Ho-Chen, Jennifer	01/02/12	06/30/12	EXH	$29.46

COUNSELING FOR TITLE III ACTIVITY COMPONENT

Name	Start Date	End Date	Pay Type	Pay Rate
Do, Anh	01/02/12	06/30/12	EXH	$29.46

CAREER ACADEMY

Name	Start Date	End Date	Pay Type	Pay Rate
Marin, Iliana	01/02/12	06/30/12	EXH	$29.46
Lockwood, Fredrick	01/04/12	06/30/12	EXM	$43.55

ACQUIRED BRAIN INJURY MEETINGS

Name	Start Date	End Date	Pay Type	Pay Rate
Crowley, Erin	01/27/12	05/30/12	EXH	$29.46
Fitzgeorge, Brenda	01/27/12	05/30/12	EXH	$29.46
Pasino, James	01/27/12	05/30/12	EXH	$29.46

MEETINGS, CONFERENCES AND WORKSHOPS FOR COUNSELORS

Name	Start Date	End Date	Pay Type	Pay Rate
Chang, Sarah	01/02/12	06/30/12	EXH	$29.46
Do, Anh	01/02/12	06/30/12	EXH	$29.46
Escobar, Dora	01/02/12	06/30/12	EXH	$29.46
Lara, Arthur	01/02/12	06/30/12	EXH	$29.46
Lopez, Rachelle	01/02/12	06/30/12	EXH	$29.46
McClure, Helen	01/02/12	06/30/12	EXH	$29.46
Mims, Brian	01/02/12	06/30/12	EXH	$29.46
Nguyen, Lien	01/02/12	06/30/12	EXH	$29.46
Powell, Rita	01/02/12	06/30/12	EXH	$29.46
Yaron, Sharon	01/02/12	06/30/12	EXH	$29.46
Yee, Lauren	01/02/12	06/30/12	EXH	$29.46
Zuniga, Desiree	01/02/12	06/30/12	EXH	$29.46

PART TIME COUNSELOR

Name	Start Date	End Date	Pay Type	Pay Rate
Chang, Sarah	01/02/12	06/30/12	UNT	$73.94
Do, Anh	01/02/12	06/30/12	UNT	$73.94
Escobar, Dora	01/02/12	06/30/12	UNT	$73.94
Lara, Arthur	01/02/12	06/30/12	UNT	$57.44
Lopez, Rachelle	01/02/12	06/30/12	UNT	$57.44
McClure, Helen	01/02/12	06/30/12	UNT	$73.94
Mime, Brian	01/02/12	06/30/12	UNT	$73.94
Nguyen, Lien	01/02/12	06/30/12	UNT	$69.66
Powell, Rita	01/02/12	06/30/12	UNT	$73.94
Yaron, Sharon	01/02/12	06/30/12	UNT	$73.94

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Per LHE	Discipline
Bauman, Jane	01/30/12	05/27/12	IUM	$1514.00	Visual Arts
Ellis, Jeanette	01/30/12	05/27/12	IUM	$1514.00	Psychology
Fry, Marilyn	01/30/12	05/27/12	IUH	$1514.00	English
Gutierrez, Pedro	01/30/12	05/27/12	IUM	$1514.00	Physical Sciences
Johnson, Daniel	01/30/12	05/27/12	IUM	$1514.00	Social Sciences
Lee, Lisa	01/30/12	05/27/12	IUM	$1514.00	Mathematics
Leighton, Kenneth	01/30/12	05/27/12	IUM	$1514.00	English
Lockwood, Frederick	01/30/12	05/27/12	IUM	$1514.00	Business
Lovig, Margaret	01/30/12	05/27/12	IUM	$1514.00	Paralegal Studies

Miller, Rosemary	01/30/12	05/27/12	IUH	$1514.00	International Lang
Proppe, Jean	01/30/12	05/27/12	IUH	$1514.00	Performing Arts
Sampson, Kevin	01/30/12	05/27/12	IUH	$1514.00	Emerg Mngmt
Secord, Debra	01/30/12	05/27/12	IUH	$1514.00	Gerontology
Taylor, Margaret	01/30/12	05/27/12	IUM	$1514.00	Business Comp
Warner, Michael	01/30/12	05/27/12	IUM	$1514.00	Digital Media
Whitson, Stephen	01/30/12	05/27/12	IUH	$1514.00	Accounting
Yaron, Sharon	01/30/12	05/27/12	IUH	$1514.00	Education

The following CCC Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore Contract Education during **Spring** semester.

Full Time Instructors
Johnson, Daniel
Lee, Lisa
Lockwood, Frederick
Secord, Debra
Warwick, Randall

The following CCC Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore and NCPACE Contract Education during **Spring** semester.

Part Time Instructors
Barnes, Ralph
Basford, Sean
Bund, Stefan
Candelaria, Patricia
Carlucci, Michael
Curtis, Michael
Dietrich, Phillip
Freeman, William
Go, Marianne
Hart, John
Mann, Claire
Matar, Fadi
Menzing, Todd
Messina, John
Ondracek, Theodore
Ostrowski, Kenneth
Parent, Nancy
Villalobos, Jose
Walling, Dianne
Windsor, Adrian
Wrobel, Alfred

DISTRICT

DIGITAL MEDIA ARTS PATHWAY DAY EVENT

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Caterina, Amy	12/15/11	12/16/11	EXH	$29.46	$200.00
Shelley, Karen	12/15/11	12/16/11	EXM	$43.55	$200.00

CTE COMMUNITY COLLABORATIVE WORKFORCE INNOVATION PARTNERSHIP GRANT

Name	Start Date	End Date	Pay Type	Pay Rate
Jaramillo, Eli	01/03/12	02/28/12	EXH	$29.46

REGIONAL DIGITAL MEDIA ARTS SHOWCASE GRANT EVENT

Name	Start Date	End Date	Pay Type	Pay Rate
Chapman, Cheryl	12/15/11	12/28/11	EXH	$29.46

GOLDEN WEST COLLEGE

POLICE OFFICER STANDARDS AND TRAINING

Name	Start Date	End Date	Pay Type	Pay Rate
Chauncey, Stephen	10/01/11*	06/30/12	EXH	$29.46
Ferris, Michael	12/15/11	06/30/12	EXH	$29.46

*Justification: The request for this class was received too late for previous Board agenda.

WRITING CENTER

Name	Start Date	End Date	Pay Type	Pay Rate
Cosand, Keisha	01/30/12	05/27/12	EXM	$43.55

READER/ EVALUATOR

Name	Start Date	End Date	Pay Type	Pay Rate
Barua, Dibakar	01/03/12	01/27/12	EXM	$43.55
Baumheckel, Kenneth	01/03/12	01/27/12	EXH	$29.46
Boyer, Nancy	01/03/12	01/27/12	EXM	$43.55
Calderon, Araceli	01/03/12	01/27/12	EXH	$29.46
Cosland, Keisha	01/03/12	01/27/12	EXM	$43.55
Drum, Jean	01/03/12	01/27/12	EXH	$29.46
Farazdaghi, Farzane	01/03/12	01/27/12	EXH	$29.46
Galassi, Cecelia	01/03/12	01/27/12	EXM	$43.55
Hodjera, Eva	01/03/12	01/27/12	EXH	$29.46
Jones, Ryane	01/03/12	01/27/12	EXM	$43.55
Lacarini, Teresa	01/03/12	01/27/12	EXM	$43.55
Lopez-Rodriguez, A.	01/03/12	01/27/12	EXM	$43.55
Moore, Sacha	01/03/12	01/27/12	EXM	$43.55
Pham, Duong	01/03/12	01/27/12	EXH	$29.46
Pham, Khanhvan	01/03/12	01/27/12	EXH	$29.46
Pizano, Veronica	01/03/12	01/27/12	EXM	$43.55
Rami, Kirin	01/03/12	01/27/12	EXH	$29.46
Remsburg-Shiroshi, E.	01/03/12	01/27/12	EXM	$43.55
Revilla, Candace	01/03/12	01/27/12	EXH	$29.46
Strong, Margaret	12/15/11	12/18/11	EXH	$29.46
Tarango, Abraham	01/03/12	01/27/12	EXM	$29.46
Tayyar, Paul,	01/03/12	01/27/12	EXM	$43.55
Tran, Tammie	01/03/12	01/27/12	EXH	$29.46
Ullrich, Richard	01/03/12	01/27/12	EXM	$43.55
Whitchurch, Charles	01/03/12	01/27/12	EXH	$29.46
Zuidervaart, Genevieve	01/03/12	01/27/12	EXH	$29.46

INDIVIDUALIZED STUDY

Name	Start Date	End Date	Pay Type	Pay Rate
Jones, Barbara	09/19/11*	09/23/11	EXH	$34.84
	11/01/11*	11/04/11	EXH	$34.84

*Justification: Individualized Study assignments are generated after the student enrollment date which is the 6th week of instruction.

CALWORKS

Name	Start Date	End Date	Pay Type	Pay Rate
Lane, Andrea	01/03/12	01/27/12	EXH	$29.46
	01/30/12	05/27/12	EXH	$29.46

MATH ASSESSMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Bouzar, Pete	01/30/12	05/27/12	EXM	$43.55
Lloyd, Douglas	01/30/12	05/27/12	EXM	$43.55

ART GALLERY CURATOR

Name	Start Date	End Date	Pay Type	Pay Rate
Ebert, Darrell	01/30/12	05/27/12	EXM	$43.55

HONORS PROGRAM

Name	Start Date	End Date	Pay Type	Pay Rate
Tayyar, Paul	01/30/12	05/27/12	EXM	$43.55

VIDEO TAPE PRODUCTION FOR POLICE OFFICERS

Name	Start Date	End Date	Pay Type	Pay Rate
Lazarus, Robert	01/03/12	01/27/12	EXM	$43.55

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Hinton, Karen	11/01/11	12/18/11	IUM	$1514.00	Counseling
York, Linda	11/01/11	12/18/11	IUM	$1514.00	Counseling

Justification: Co-chairs for the Counseling IUA were elected and approved late by Academic Senate.

INSTITUTIONAL EFFECTIVENESS COMMITTEE CO-CHAIR

Name	Start Date	End Date	Pay Type	Pay Rate
Moore, Sacha	08/27/11	12/18/11	EXM	$43.55

Justification: Compensation negotiations were late between CFE and District.

COUNSELOR

Name	Start Date	End Date	Pay Type	Pay Rate
Chovan, Maria	01/30/12	05/27/12	OVR	$72.00
Dickerson, Karen	01/30/12	05/27/12	OVR	$72.00
Dumont, Stephanie	01/30/12	05/27/12	OVR	$72.00
Hinton, Karen	01/30/12	05/27/12	OVR	$72.00
Nguyen, Jimmy	01/30/12	05/27/12	OVR	$72.00
Olson, Tarin	01/30/12	05/27/12	OVR	$72.00
York, Linda	01/30/12	05/27/12	OVR	$72.00

HOURLY COUNSELOR

Name	Start Date	End Date	Pay Type	Pay Rate
Duenas, Yolanda	01/30/12	05/27/12	UNT	$73.94
Lane, Andrea	01/30/12	05/27/12	UNT	$73.94
Ngo, Michelle	01/30/12	05/27/12	UNT	$73.94

COUNSELING DURING INTERSESSION

Name	Start Date	End Date	Pay Type	Pay Rate
Bon, Denise	01/02/12	01/27/12	INT	$73.94
Dumont, Stephanie	01/03/12	01/27/12	INT	$94.55
Fipps, Patricia	01/02/12	01/27/12	INT	$97.88
Hinton, Karen	01/02/12	01/27/12	INT	$97.88
Nguyen, Jimmy	01/03/12	01/27/12	INT	$72.95
Nguyen, Tri	01/03/12	01/27/12	INT	$104.53
Olson, Tarin	01/03/12	01/27/12	INT	$104.53

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Per LHE	Discipline
Babb, Susan	01/30/12	05/27/12	IUM	$1514.00	Theater
Bouzar, Pete	01/30/12	05/27/12	IUM	$1514.00	Mathematics
Boyer, Nancy	01/30/12	05/27/12	IUM	$1514.00	ESL
Conley, Brian	01/30/12	05/27/12	IUM	$1514.00	Visual Arts
Housey, Collette	01/30/12	05/27/12	IUM	$1514.00	Music and Dance
Johnson, leilani	01/30/12	05/27/12	IUM	$1514.00	Physical Education
Kelly, Darla	01/30/12	05/27/12	IUM	$1514.00	Life Science
Lervold, John	01/30/12	05/27/12	IUM	$1514.00	Communications
Quiros, Victor	01/30/12	05/27/12	IUM	$1514.00	Criminal Justice
Souto, Mark	01/30/12	05/27/12	IUM	$1514.00	Physical Science

ORANGE COAST COLLEGE

ACADEMIC SENATE

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Gutierrez, Pedro	01/30/12	05/27/12	ACS	$454.20	$454.20

INTERNSHIP ACADEMY

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Labounty, Jennifer	11/01/11	11/30/11	EXH	$61.88	$618.89

Justification: Department turned in paperwork late to Personnel Dept.

COUNSELING SCHEDULER-INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate
Schneiderman, Robert	01/30/12	05/27/12	IUM	$1514.00
Wickremesinghe, M.	01/30/12	05/27/12	IUM	$1514.00

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Carlson, Norman	01/30/12	05/27/12	IUM	$1514.00	Construction
Clark, Gregory	01/30/12	05/27/12	IUM	$1514.00	Business
Foster, Rodney	01/30/12	05/27/12	IUM	$1514.00	Aviation
Kings, Rose	01/30/12	05/17/12	IUM	$1514.00	Architecture
Malaty, Martha	01/30/12	05/27/12	IUM	$1514.00	Computer Scince
Morgan, Arabian	01/30/12	05/27/12	IUM	$1514.00	Accounting
Morgan, Dennis	01/30/12	05/27/12	IUM	$1514.00	Business

TITLE III PERFORMANCE REPORT

Name	Start Date	End Date	Pay Type	Pay Rate	Compensation
Kamphuis, Jacqueline	01/03/12	01/27/12	EXM	$90.56	$3622.00

SAILING CENTER LAB

Name	Start Date	End Date	Pay Type	Pay Rate
Gleason, Patrick	11/21/11	01/15/12	EXH	$29.46
Prioleau, Paul	11/21/11	01/15/12	EXH	$29.46

Justification: Department turned in paperwork late to Personnel Dept.

ACCREDITATION

Name	Start Date	End Date	Pay Type	Pay Rate
Peters, Jennifer	01/03/12	01/27/12	EXH	$49.46

US CONSTITUTION EXAM REVISION

Name	Start Date	End Date	Pay Type	Pay Rate
Godfrey, Scott	12/01/11	12/18/11	EXH	$29.46

Justification: Availability of funds was last minute.

COACHING

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Spencer, Steven	12/19/11	01/03/12	EXM	$43.55	Men's Basketball
Thornton, Michael	12/19/11	01/03/12	EXH	$29.46	Womn's Basketball

INTERNATIONAL STUDENTS COUNSELING

Name	Start Date	End Date	Pay Type	Pay Rate
Barnes, Carol	01/3012	05/27/12	OVR	$72.00
Marron, Elias	01/3012	05/27/12	OVR	$72.00
Nguyen, Jessica	01/3012	05/27/12	OVR	$72.00
Schneiderman, Robert	01/3012	05/27/12	OVR	$72.00
Trever, Maria	01/3012	05/27/12	OVR	$72.00
Wickremesinghe, M.	01/3012	05/27/12	OVR	$72.00

COUNSELOR OVERLOADS

Overload assignments for the following evening counselors, payment to be a maximum of $72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/12 to 05/27/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

Name	LHE
Barnes, Carol	2.00
Cuellar, Eric	1.00
Duong, Nghia	2.00
Figueroa, Benjamin	0.50
Guillen, Alex	0.50
Guillen, Denia	1.00
Jupiter, Cheryl	0.50
Kirch, Stacy	3.50
Marron, Elias	2.50
Nguyen, Christina	6.00
Nguyen, Jessica	2.50
Schneiderman, Robert	2.50
Tom, Eileen	0.50
Wickremesinghe, Manoj	2.00

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of $72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/12 to 05/27/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

Name	LHE
Leighton, Kenneth	3.87
Secord, Debra	9.00
Shelley, Karen	4.75
Taylor, Margaret	4.00
Tsutsumida-Krampe, Lorraine	5.06
Warwick, Randall	6.50
Wild, Michelle	1.00

GWC

Name	LHE
Almy, James	5.16
Amen, Tom	4.80
Babb, Susan	4.80
Baker, Frank	6.00
Barrett, David	0.67
Best, Amanda	4.80
Bouzar, Pete	5.00
Boyer, Nancy	1.20
Brodie, Nanette	3.10
Carter, Henrietta	1.50
Chovan, Maria	5.10
Cosand, Keisha	0.20
Ebert, Darrell	7.60
Egan, Catherine	4.50
Galassi, Cecilia	1.00

Green, Katherine	2.66
Hausey, Collette	5.50
Hoang, Antony	6.00
Johnson, Leilani	2.17
Kelly, Daria	4.00
LeMantia, MaryLynne	6.00
Lavarini, Theresa	1.50
Lervold, John	6.00
Lloyd, Douglas	2.34
Marino, David	4.00
Miller, Stephen	4.00
Mitchell, Nicholas	1.13
Moore, Sacha	0.50
Nielsen, Donavan	3.33
Pascoe, Kimberly	2.50
Plaster, Nikki	1.00
Remsburg-Shiroishi, Elizabeth	1.00
Scardina, Thomas	5.00
Shaughnessy, Michael	0.34
Souto, Mark	2.66
Speakiman, Teresa	3.33
Stein, Konrad	9.00
Tayyar, Paul	3.00
Ternes, Linda	7.00
Tortolano, James	0.30
Ullrich, Richard	5.34
Vail, Travis	1.66
Whitney, Ian	4.00
Wilkinson, Ronald	5.00

OCC

Name	LHE
Abernathy, Dean	2.67
Barvarz, Parnian	4.34
Basabe, Sandra	6.66
Bauman, Jane	2.00
Beau, Leslie	6.00
Berggren, Gayle	3.00
Carlson, Norman	5.33
Castano, Robert	5.50
Desmond, Deborah	1.50
Ellis, Jeanette	2.00
Ernsberger, Gabriela	5.00
Feldon, Fred	6.50
Foster, Rodney	1.33
Galvery, William	2.00
Gilbert, Stephen	5.00
Gordon, Lee	4.50
Gutierrez, Pedro	3.00
Jones, Nancy	4.00
Kings, Rose	0.26
Lee, Lisa	6.00
Lockwood, Frederick	3.00
Malaty, Martha	0.66
Marcus, Ted	5.00
Maurer, Ernest	4.00
Montague, Judy	3.75
Morgan, Arabian	5.00
Morgan, Dennis	4.50
Murphy, Timothy	5.00

Neil, Jeanne	5.50
Ortiz, Oscar	3.34
Peters, Timothy	6.60
Preciado, Anita	3.75
Rodriguez, David	2.33
Saichek, William	6.00
Scane, Danielle	6.00
Steddum, Michelle	5.00
Stewart, Cheryl	3.00
Stuart, John	4.80
Sugden, James	2.50
Warner, Michael	4.00
Watson, Maryann	6.00
Young, Richard	1.00
Zellerbach, Charles	3.00
Zombek, Mark	4.50

FACULTY OVERLOAD
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:

GWC

Name	LHE
Thach, Amy	2.33

Justification: Overload hours were added due to another instructor illness.

2. Substitute Faculty

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.

Golden West College
Armendaris, Francesca
Sillings, Donald

Orange Coast College
Jackson, Mary

3. Full time Faculty

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

Temporary Faculty

Name	LOC	Title			Start Date	Plcmt
Jaramillo, Eli	GWC	Temp Tech	Instructor,	Automotive	01/30/12-5/27/12	A-V-07

INTERSESSION

Assignment during the period **01/03/12-01/27/12** for OCC, not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Name	LHE
Henry, Lorraine	1.15
Myers, Joy	0.65
Reber-Bonhall, Cynthia	0.90
Sachs, Loren	1.15

4. Part time Faculty
FALL

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.

Golden West College

Name	LHE
Spiniello-Duran, Paula	9.000

Orange Coast College

Name	LHE
Manuck, Richard	0.219
Treglia, Jessica	8.000
Wanders, Monique	1.250

INTERSESSION

Assignment during the period **01/03/12-01/27/12** for OCC, not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Name	LHE
Grzeskowiak, Mark	1.750

SPRING

Assignments during the period **01/30/12-05/27/12** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

Name	LHE
Adler, Roberta	8.625
Ahlman, Mary	8.000
Akamine, Karen	5.500
Allen, Stacey	3.000
Allen, Timothy	3.000
Alwehelby, Julie	3.750
Amito'elau, Sylvia	3.750
Anderson, Rachel	3.000
Ardolino, Maureen	1.500
Armendariz, Patricia	8.000
Atallah, Joseph	7.500
Aube, Susan	3.000
Aubry, Michael	3.000
Bai, Hannah	7.500
Bailly, Jennifer	9.000
Baitoo, Hilda	7.500
Barnes, Ralph	9.500
Barnes, Stephen	6.917

Barrangan, Valeria	3.000
Barrett, Debra	9.750
Basford, Sean	6.000
Beaver, Dorothy	9.688
Belanger, Albert	5.000
Blackman, Darin	3.750
Boddie, Richard	7.500
Boehler, Connie	6.000
Borcoman, Kelvin	6.000
Bouley, Harold	6.000
Brock, Marilyn	6.000
Brown, Debra	7.875
Buddine, Richard	3.750
Calcanas, Christina	3.000
Candelaria, Patricia	6.750
Cao, Thomas	6.000
Capocciama, John	7.500
Carpenter, Linda	9.000
Caterina, Amy	7.500
Cemo, James	3.000
Chambers, Malcolm	3.000
Chang, Yu An	7.000
Chapman, Cheryl	7.500
Chase, Suzanne	9.000
Chen, Eric	9.750
Chhabra, Shashi	6.000
Chhun, S.	5.250
Chow, Brian	6.000
Churgel, Mariene	6.000
Cisneros, Mark	6.000
Clark, John	1.000
Cole, Maureen	9.000
Collins, Charles	2.250
Cooper, David	3.000
Couch, Anna	3.000
Covarrubias, Araceli	6.000
Covert, Robert	9.000
Crawfis, Robert	4.875
Crowley, Debra	4.750
Crowley, Erin	9.500
Cummins, Megan	3.000
Curtis, Michael	6.000
Dalbey, Elizabeth	8.000
Davis, Georgette	9.000
Davis, Loretta	8.000
Davis, Penny	7.938
Dawes, Arthur	5.595
DeWitt, Stanley	4.500
Diaz-Brown, William	4.500
Dietrich, Phillip	6.000
Do, Anhvy	8.000
Don, Rachel	8.000
Doren, Ricia	8.000
Doyle, John	6.000
Duzey, Janice	3.000
Eber, Lorie	9.000
Elbettar, Jihad	3.000
Escobar, Amy	5.250
Farr, Jon	2.667

Feiner, Henn	5.000
Flores, Ralph	4.500
Fong, Nancy	3.000
Forbes, Junko	4.000
Foreman, Jill	1.500
Freeman, William	3.000
Fry, Marilyn	5.000
Galima, Maelanie	5.250
Gandall, Beverly	8.000
Garvin, Timothy	6.000
Giancarlo, Jennifer	9.500
Gill, Tina	6.500
Godfrey, Donald	6.500
Gundy, Afar	4.000
Gustaveson, Valerie	9.000
Haas, Roland	2.750
Hampton, Jancy	6.333
Hart, John	4.500
Hazard, Sue	3.250
Henry, Charles	3.000
Henry, Deborah	9.500
Hernandez, Christina	3.666
Hill, Kevin	3.750
Ho Chen, Jennifer	5.250
Hoekstra, Thomas	4.500
Hogan, Mike	9.000
Hollow, Anthony	4.260
Hurst, Geoff	3.750
Huynh, Minh	2.250
Ildefonso, Nelson	8.000
Irvin, Teresa	3.000
Isbell, Donald	7.500
Jaber, Jihad	7.500
James, Scott	9.000
Jarmin, Margie	9.000
Jenkins, Nancy	3.500
Jereb, Claudia	6.000
Jewell, Randall	6.000
Johnson, Jeffrey	8.000
Jones, Julie	8.000
Jordan Damien	3.000
Kahn, Kathy	3.666
Keefer, Sherry	6.000
Kelsey, David	9.000
Kempe, Gladys	6.000
Ken, Jeffery	3.750
Kepler, Marc	8.000
Khan, Mahbubur	10.000
Kosbab, Tina	8.625
Kroll, Stephen	10.000
Kurz, Sally	9.750
Le, Thien	9.630
Lee, Alexander	5.500
Lee, David	3.000
Lee, Sheryl	9.688
Lembke, Phyllis	8.500
Letterman, Bryce	9.500
Levenshus, Joshua	6.000
Levy, Andrew	3.833

Lieu, Thanhthuy	7.500
Loester, Karen	9.000
Long, Barbara	7.500
Lopez, Arthur	7.500
Lopez, Ellen	3.000
Lowther, Gene	3.000
Lui, Edward	3.750
Maccoun, Wendy	9.000
Magrann, Tracey	6.500
Man, Georgina	9.000
Maniaci, Vera	5.000
Mann, Claire	3.000
Marin, Ilane	8.250
Marks, Karen	3.000
Marten, Connie	3.000
Martenuk, Stephen	3.750
Matar, Fadi	3.000
Maynard, Linda	10.000
McGeoch, Norma	8.000
McLaughlin, Marta	9.750
McLucas, Karen	3.000
McNamara, John	5.250
Mefford, Christopher	8.000
Mendoza, Jaime	8.000
Menzing, Todd	4.500
Miller, Rosemary	5.000
Mohr, Cheryl	3.000
Monday, Michael	3.750
Morehouse, Karen	3.000
Mozell, Harold	6.000
Najera, Michael	4.500
Nason, Jesse	9.500
Nelson, Terence	3.000
Nguyen, Ailene	6.000
Nguyen, David	9.000
Nguyen, Diem	3.750
Nguyen, Ky	8.000
Nguyen, Scott	6.500
Nichlos, Kristen	9.000
ODonnell, Ruth	7.500
Oelstrom, Jeanne	4.875
Offenhauser, Tyler	3.000
Ondracek, Theodore	3.000
Osborne, Dwight	3.750
Ostrowski, Kenneth	3.000
Ozbirn, Katherine	9.375
Palmer, Catherine	9.000
Parent, Nancy	7.000
Parsell, Jill	6.500
Paster, Fay	1.625
Peacock, Joyce	1.000
Pecoraro, Michaelene	3.000
Petri, Michael	3.000
Petropoulos, Mary	4.000
Pirino, Glorgia	7.500
Platfoot, Shirley	3.000
Pourreza, Atousa	7.500
Proppe, Jean	9.000
Quast, Gerald	6.000

Rams, Richard	3.000
Ratzlaff, Duane	9.688
Reisch, Carla	6.000
Revilla, Candace	3.000
Reyes, Jesus	5.250
Riley, Kevin	7.500
Rives, Nicky	9.000
Roche, Joshua	7.500
Rogoff, Meri	9.000
Ruhle, James	2.250
Ruppert, Kelly	9.750
Rutledge, Darius	9.000
Ryan, Mutsuno	3.750
Sak, Kathleen	8.750
Sakovich, Lauren	9.000
Salvi, Lisa	9.000
Sampson, Kevin	3.000
Satow, Jingfang	5.000
Schindelbeck, Judy	7.500
Scoggin, Sally	8.000
Semer, Lynn	6.000
Seymer, David	3.000
Seyster, Barry	8.000
Shibata, Sharon	8.000
Shiring, Richard	9.000
Siefkes, Ashlie	6.000
Sims, Pamela	6.000
Sleep, Katherine	8.000
Sliff, Robert	3.000
Smith, Ronald	3.000
Snetisinger, Peter	3.000
Stacheiski, Barbara	1.500
Strauss-Thacker, Esther	3.000
Stubblefield, Katie	3.000
Sullivan, Mary	5.500
Syed, Erum	7.500
Takacs, Marcia	8.000
Talmage, Dorrie	4.500
Terry, Brenda	3.750
Terry, Ladd	7.500
Thaler, Timothy	2.000
Thayer, Karen	5.500
Torrini, Lynn	8.250
Tran, Chau	10.000
Tran, Dung	5.000
Tran, Toan	3.750
Turnbull, Donald	6.250
Tyberg, John	9.500
Vanderhook, Cory	3.750
Vayo, Sunshine	7.500
Villalobos, Jose	5.000
Vo, Son	9.000
Vu, Nam	9.000
Wahba, Remon	7.500
Walker, Heather	3.000
Walker, Lynn	9.750
Waller, Ellis	6.000
Washington, Warren	4.500
Watson, Katherine	7.250
Watts, Susan	3.000

West, Ruth	7.500
Whitson, Stephen	9.875
Windsor, Adrian	9.000
Winterbourne, Susan	6.500
Woodruff, Saundra	8.000
Worden, Mark	7.500
Wrobel, Alfred	3.000
Yaron, Sharon	7.375
Yeh, Ning	3.667
Yue, Amy	6.000
Zaki, Sohair	3.750

Golden West College

Name	LHE
Abdellateef, Marwa	9.000
Al-Shawa, Ahmad	4.500
Altobelli, Melissa	4.500
Alvarez, Veronica	9.750
Anderson, Perry R.	4.000
Anderson, Terry P.	8.000
Armendaris, Francesca	7.000
Atherton, Anthony	3.000
Backlund Walker, Malin	8.500
Baumheckel, Kenneth	5.500
Benneman, bud	9.000
Bergman, Martha	8.000
Berry, Debra	4.500
Bhandari, Harleen	8.000
Birnie, Deborah	9.000
Bock, Gretchen	3.750
Brady, Kenneth	8.000
Brazney, Suzanne	8.130
Brennan, Peter	8.000
Calderon, Araceli	5.750
Carney, Christopher	8.000
Cast, Steven	7.500
Centeno, Deborah	4.000
Chang, Wayne	4.500
Chrisco, Tiffanie	3.750
Christensen Jr, Walter	6.750
Cowan, Rory	4.500
Cram, Collin	4.500
Crescimanno, Annamaria	9.000
Crough, Deborah	4.500
Cummins, Megan	4.500
Daniels, Karen	8.500
Davidson, Tina	8.330
Der-Mespropian, Emma	9.000
Diamond, Ronald	5.250
Digiovanni, Elizabeth	5.330
Dinger, Michelle	3.000
Doretti, Brett	3.000
Dowlatshahi, Kristina	3.000
Drover, Christopher	9.000
Dunham, John	6.000
Eagle, Ryan	9.000
Eck, Brian	6.000
Emmett, Karen	5.320
Evanshine, Sharon	9.000

Farazdaghi, Farzane	6.000
Farnham II, Paul	5.000
Feher, Katherine	4.500
Fey, Robert	4.500
Field, Tami	1.530
Folayan, Elaine	8.000
Follin, Stella	3.000
Foster, Ed	5.330
Foster, Lara	3.000
Frame, Stewart	9.000
Franklin, Robert	3.000
Fraser, Mark	8.500
Frohn, Patrick	2.750
Galbraith, Milton	3.000
Gergens, Bridget	3.000
Gerrand, Amanda	9.000
Gerstein, Sharon	9.000
Gibbs, Gregory	3.000
Gimenez, Alejandro	3.250
Glassford, Guy	6.000
Golbuff, Kimberly	5.000
Gonzalez, Arnulfo	5.250
Goodman, Michael	8.000
Gorrie, Kirk	8.000
Greenwood, Richard	5.250
Grimes, Pierre	6.000
Hagemann, Matthew	5.250
Hager, Benjamin	7.500
Haig, Jeffrey	3.000
Hanania, Karen	8.000
Hare Jr, William	5.320
Harlow, Megan	6.000
Harris, Jason	3.000
Hawk, Jennifer	8.000
Heimann, Thomas	6.000
Henderson, Heather	4.500
Hendrix, Jeffrey	3.610
Heneks, Kasara	9.000
Hicks, Ricky	3.000
Hodjera, Eva	7.000
Hooshmand, Mitra	4.500
Hosdtetter, Darren	5.330
Hughes, Mary-Linn	5.330
Hunt, Ryan	3.000
Hunter, Ella	8.000
Huxley, Dawn	5.330
Hyde, William	9.000
Iwanski, Erik	4.500
Janke, Kelly	9.000
Jara, Ricardo	6.000
Jazayeri, Jennifer	9.000
Jenson, Jamie	10.000
Jereb, Claudia	3.000
Johnson, Daniel	3.750
Johnson, Douglas	4.500
Johnson, Timothy	8.505
Jones, Michele	3.830
Josifek, Jami	8.000
Kabaji, Noha	8.000

Kaiser, Mifanwy	8.000
Kaliski, Lucy	7.500
Kang, Henry	4.500
Karpenski, Joseph	9.000
Keep, Ryan	9.000
Kelly, Aaron	7.000
Khakbazan, Maryam	10.000
Kim, Ellen	2.000
Krogfoss, William	9.000
Louie, Zawahreh	4.500
Lujan, George	9.000
Mark, Schubert	8.130
Mase, F. Michael	4.500
Mathias, Rick	3.000
McCallum, Douglas	8.500
McClain, Sunshine	7.500
McGovern, Donna	9.250
McKeachie, J. Ryan	4.000
Medina, Moises	9.000
Mendoza, Jan	9.000
Menzing, Todd	4.500
Minsky, Larry	4.500
Moore, Andrew	3.000
Nguyen, Frank	8.500
Nguyen, Hang	9.000
Nobles, Stephanie	8.500
Norman, Kimberly	6.000
Ontiveros, Manny	4.480
Orme, Denise	4.500
Paison, Eric	7.500
Pakula, Jennifer	4.500
Pawson, Gail	9.380
Pliska, Janine	4.500
Rae, Caroline	8.460
Rasmussen, Myrna	9.000
Reck, Jim	4.500
Reck, Richard	6.000
Robles, Diana	4.500
Ruiz, Raul	4.750
Schibsted, Penny	9.630
Schult, Catherine	6.000
Shoar, Peggita	4.500
Spencer, Langdon	6.750
Sullivan, Maureen	4.500
Sutherland, Corine	9.000
Swendson, Paul	9.000
Switzer, Barbara	8.460
Taylor, Lisa	9.000
Thorne, Clyde	4.500
Tran, Jamie	4.500
Tran, Le	9.960
Tran, Thi	6.500
Vlachos, Dino	6.000
Vogel, Erica	4.500
Woo, Mai-Ying	3.000
Yoon, Amiee	7.500

Orange Coast College

Name	LHE
Acker, Lauren	4.500

Adams, Rebecca	9.000
Agnew, Cassandra	9.000
Aguilar-Roca, Nancy	2.500
Amerian, Stephanie	9.000
Anderson, Joan	7.500
Anderson, Terry B.	8.000
Bandaruk, Theodore	9.000
Baumgartner, Bern	6.000
Becker, Craig	9.000
Berekian, Beverly	2.500
Bishop, Gregory	2.250
Blasius, Mary	4.500
Bourouis-Benyassine, Aisha	5.000
Bowers, Elizabeth	9.000
Chan, Robert	10.000
Chung, Phoebe	9.000
Cordova, Joan	5.000
DeMello, Michael	1.500
Denton, Bob	6.000
Djang, Stephanie	4.500
Ellis, Robert	6.750
Escudero, Laurimar	7.500
Fazell, Farimah	9.000
Fletcher, Huong	9.000
Go, Jane	8.000
Goerrissen, Jan	9.000
Guarino Jr, Anthony	2.500
Guerra, Jorge	5.000
Haeri, Shadi	9.000
Hanion, Barbara	5.250
Hellman, Amy	7.125
Herman, Allen	4.750
Hoang, Thanh	5.000
Hoffman, Jack	10.000
Hollinden, Michael	3.375
Hosseini, Mansour	3.000
Kadakia, Shimonee	7.500
Kaufmann, Laura	6.000
Khizhnyak, Aleksandra	3.000
Khwaja, Ziauddin	4.000
Kilkenny, Kathleen	4.500
Knauer, Mary	9.000
Komine, Justin	9.250
LeNoir, Jamie	9.000
Levine, Joel	3.000
Madsen, Brenda	9.000
Majeed, Humairah	2.250
Martin, Lawrence	5.000
Masri, Dianne	2.250
McLaughlin, Jane	9.000
McMorrow, Patrick	3.000
McPherson, Deborah	9.000
Meola, Frank	4.000
Milner, Jeffrey	5.000
Mofid, Kevin	6.000
Moniz, Pamela	6.750
Mucciaro, Paula	4.000
Myers, Darya	9.500
Najm, Tang	8.000

Nguyen, Catherine	4.000
Nguyen, Huy	10.000
Nguyen, Kelly	5.000
Nguyen, Pierre	9.000
Nguyen, Son	10.000
Ninh, Joseph	5.000
Nowroozi, Nakisa	9.000
Orwig, Bernice	3.750
Pacheco, Pam	9.000
Pahm, Duong	5.750
Palacios, Roberto	5.750
Pankhurst, Paul	6.000
Parsell, Jill	2.250
Pham, Anh	8.000
Pham, Khanhvan	5.750
Pinnick, David	4.750
Price, Jack	3.000
Radovic, Anna	9.000
Rami, Kiran	5.500
Raskin, Debra	9.375
Razavi-Arjmand, Shahriar	4.000
Redfield, Michael	9.000
Revilla, Candace	5.500
Reyes, Lourdes	5.750
Ringler, Debra	2.000
Rohander, Nathan	5.330
Rojas, Santos	9.000
Rose, Sanford	6.000
Rozak, Richard	4.000
Salerno, Mark	8.000
Sanchey, Sandra	9.000
Sandowicz, Ryan	8.000
Scheys, Rene	4.000
Sharma, Upasna	8.375
Siebert, Paul	6.000
Silva, Francis	3.000
Simpson-Rodgers, Nii-Boye	4.000
Skidmore, Peju	4.000
Snyder, Lisa	8.350
Spinello-Duran, Paula	9.000
Stead, Joseph	1.500
Taba, Khalil	8.000
Tran, Hoa	5.000
Tran, Tammie	9.750
Tress, Marguerite	6.000
Tsai, Mike	5.320
Tumbas, Nancy	6.000
Van Ry, Mike	4.500
Visco, Lisa	6.875
Voisand, Norbert	5.500
Wadley, Michael	7.500
Watkins, Margaret	3.000
Whitchurch, Chuck	3.000
Whitney, Marisa	7.000
Williams, Bethany	9.250
Winston, Rachel	4.500
Yingst, John	3.000
Yingst, Sylvia	4.000

Young, Ronald	9.000
Zuidervaart, Genevieve	7.000

The following GWC Part-time Police Academy Instructor 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 **12/15/11 to 06/30/12**, not to exceed **786** hours:

Barnes, Brian

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.

None.

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

Name	LOC	Title	Start Dt	Plcmt
Stone III, Albert	CCC	WIA Support Clerk*	12/15/11	E-39-02

*Specially funded, temporary position.

Promotions and Transfers

Name	LOC	Title	Start Dt	Plcmt	Vacancy #
Barylski, Tamara	GWC	Staff Aide	12/15/11	E-48-01	G-006-12
Grandmont, Chantale	OCC	Food Service Worker III	01/03/12	E-35-02	O-007-12
Tran, Karen	DIST	Accounting Technician	01/03/12	E-48-05	D-007-12

8. Classified Temporary Assignments

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

Name	LOC	From	To	Start Dt	End Dt	Plcmt
Barber, Shaunick	CCC	Staff Assist	Special Assignment	12/15/11	03/15/11	E-48-05
Kuehner, Karen	GWC	Staff Assist	Staff Assist, Sr	12/15/11	02/29/12	E-54-05
Pollaro, Norma	GWC	Staff Assist-Conf	Instruct Info Tech	12/15/11	02/29/12	E-58-05
Waldfogel, Donna	DIST	Admin Dir HR	Special Assignment	11/18/11	12/14/11	7.5% increase

Extension of End Dates for Out of Class Assignments

Name	LOC	From	To	Action	Plcmt
Cobain, Gabrial	GWC	Inform Sys Tech I	Inform Sys Tech II	Extend from 12/31/11 to 03/31/12	E-59-02
Deaso, Andrew	GWC	Sys/Network Analyst I	Sys/Network Analyst II	Extend from 12/31/11 to 03/31/12	E-69-05
Hernandez, Laura	GWC	Staff Aide	Staff Assistant	Extend from 12/31/11 to 03/31/12	E-52-05
Keough, Janelle	CCC	Mil Cont Ed App Coord	Special Assign	Extend from 12/31/11 to 03/31/12	E-69-05

La Bounty, Jennifer	OCC	Staff Aide	Staff Assistant	Extend from 12/31/11 to 03/31/12	E-52-05
Lundell, Candra	GWC	Staff Assistant, Sr	Coord of Commnty Serv	Extend from 12/31/11 to 03/31/12	G-20-04
Maciel, Anothony	GWC	Sr Dir Coll Inform Tech	Dir of IT Dept @ CCC/GWC	Extend from 12/31/11 to 03/31/12	G-32-07
Moore, Garland	GWC	Student Fin Aid Assist II	Special Assignment	Extend from 12/31/11 to 03/31/12	E-44-05
Spiratos, Jerry	GWC	Infor Sys Tech Tech II	Application Project Coord	Extend from 12/31/11 to 03/31/12	E-69-02
Suarez, Kathy	OCC	Student Fin Aid Tech	Special Assignment	Extend from 11/13/11 to 11/21/11*	E-48-05
Vu, Tina	GWC	Student Fin Aid Tech	Special Assignment	Extend from 12/31/11 to 03/31/12	E-48-05
Vu, Victoria	GWC	Student Fin Aid Tech	Special Assign	Extend from 12/31/11 to 03/31/12	E-48-05

*Justification: Unexpected transition period for returning employee.

9. 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 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)
EXTEND is noted when an already approved assignment has an extended end date.

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

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Bui, Kimberly*	CCC	11/07/11	06/30/12	110010-849502	M,T,W,TH,F
Dang, Mary	CCC	12/19/11	06/30/12	120010-850101	M,T,W,TH,F
Gallagher, Kristine	CCC	12/15/11	06/30/12	120010-850101	M,T,W,TH,F
Henigan, Patrick	OCC	12/15/11	06/30/12	110001-260500	M,T,W,TH,F
Ho, Phuong	CCC	12/15/11	06/30/12	120186-856645	M,T,W,TH,F
Hoa, Phuong	OCC	12/15/11	06/30/12	110001-260500	M,T,W,TH,F
Hutchins, Celisha	CCC	12/15/11	06/30/12	120010-850101	M,T,W,TH,F
Koeller, Oskar	OCC	12/15/11	06/30/12	110001-260500	M,T,W,TH,F
Ly, Vivian	OCC	12/15/11	06/30/12	110001-260500	M,T,W,TH,F
Mack, Joshua	OCC	12/15/11	06/30/12	110001-260500	M,T,W,TH,F
Marinoff, Michael	CCC	12/15/11	06/30/12	120010-850101	M,T,W,TH,F
Mendoza, Juancarios	CCC	12/15/11	06/30/12	124007-856101	M,T,W,TH,F
	CCC	12/15/11	06/30/12	124002-856201	M,T,W,TH,F
Morales, Ernada	GWC	01/09/12	06/30/12	120700-312400	M,T,W,TH,F
Munoz, Suyapa	CCC	12/15/11	06/30/12	120186-856645	M,T,W,TH,F
Nguyen, Thao	GWC	EXTEND	01/30/12	124036-349304	M,T,W,TH,F
Robinson, Ashley	CCC	12/15/11	06/30/12	124007-856101	M,T,W,TH,F
	CCC	12/15/11	06/30/12	124002-856201	M,T,W,TH,F
Savage, Michelle	GWC	12/15/11	06/30/12	813001-324504	M,T,W,TH,F
Schmidt, Sabena	CCC	12/15/11	06/30/12	120010-850101	M,T,W,TH,F
Smith, April	CCC	12/15/11	06/30/12	124007-856101	M,T,W,TH,F
	CCC	12/15/11	06/30/12	124002-856201	M,T,W,TH,F
Soukhaseum, Sandy	GWC	EXTEND	01/31/12	124036-349303	M,T,W,TH,F
Steck, Barbara	CCC	01/16/12	06/30/12	818030-801204	M,T,W,TH,F

Ta, Henry	CCC	12/15/11	06/30/12	124007-856101	M,T,W,TH,F
	CCC	12/15/11	06/30/12	124002-856201	M,T,W,TH,F
Wall, Susan	GWC	12/15/11	06/30/12	120070-314124	M,T,W,TH,F

*Justification: Sub assignment ended but contract employee has not returned to work yet.

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

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Dobson, Jessica	OCC	01/01/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	01/01/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	01/01/12	06/30/12	120176-251045	M,T,W,TH,F
Minasian, Jonathan	GWC	12/15/11	06/30/12	813001-304506	M,T,W,TH,F
Ngo, Stacy*	OCC	07/01/11	06/30/12	110001-201501	M,T,W,TH,F
Nguyen, Henry**	OCC	07/01/11	06/30/12	110001-201501	M,T,W,TH,F
Park, Velvet	OCC	01/01/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	01/01/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	01/01/12	06/30/12	120176-251045	M,T,W,TH,F
Peterson, Erin	OCC	01/01/12	06/30/12	110030-204802	M,T,W,TH,F
Ragheb, Nancy	CCC	12/15/11	06/30/12	120182-856601	M,T,W,TH,F
Vu, Christine	OCC	12/15/11	06/30/12	124005-256300	M,T,W,TH,F

*Justification: Department submitted inaccurate information.
**Justification: PAF was not forwarded to Personnel Office.

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Hong, David	GWC	12/17/11	06/15/12	813015-381401	S,SU

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
Belisario, Christian	GWC	11/03/11	06/30/12	110001-304502	M,T,W,TH,F
Bryan-Zwick, Jesse	GWC	11/03/11	06/30/12	110001-304502	M,T,W,TH,F
Rokes, Karen	GWC	01/12/12	03/31/12	110001-370002	M,T,W,TH,F
Salazar, Paul	CCC	11/28/11	12/26/11	120010-850101	M,T,W,TH,F

10. 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

Kuehne Place, Bryanna
Venegas, Elijah

11. Clinical Advisors/Summer

None.

12. Medical Professional Hourly Personnel

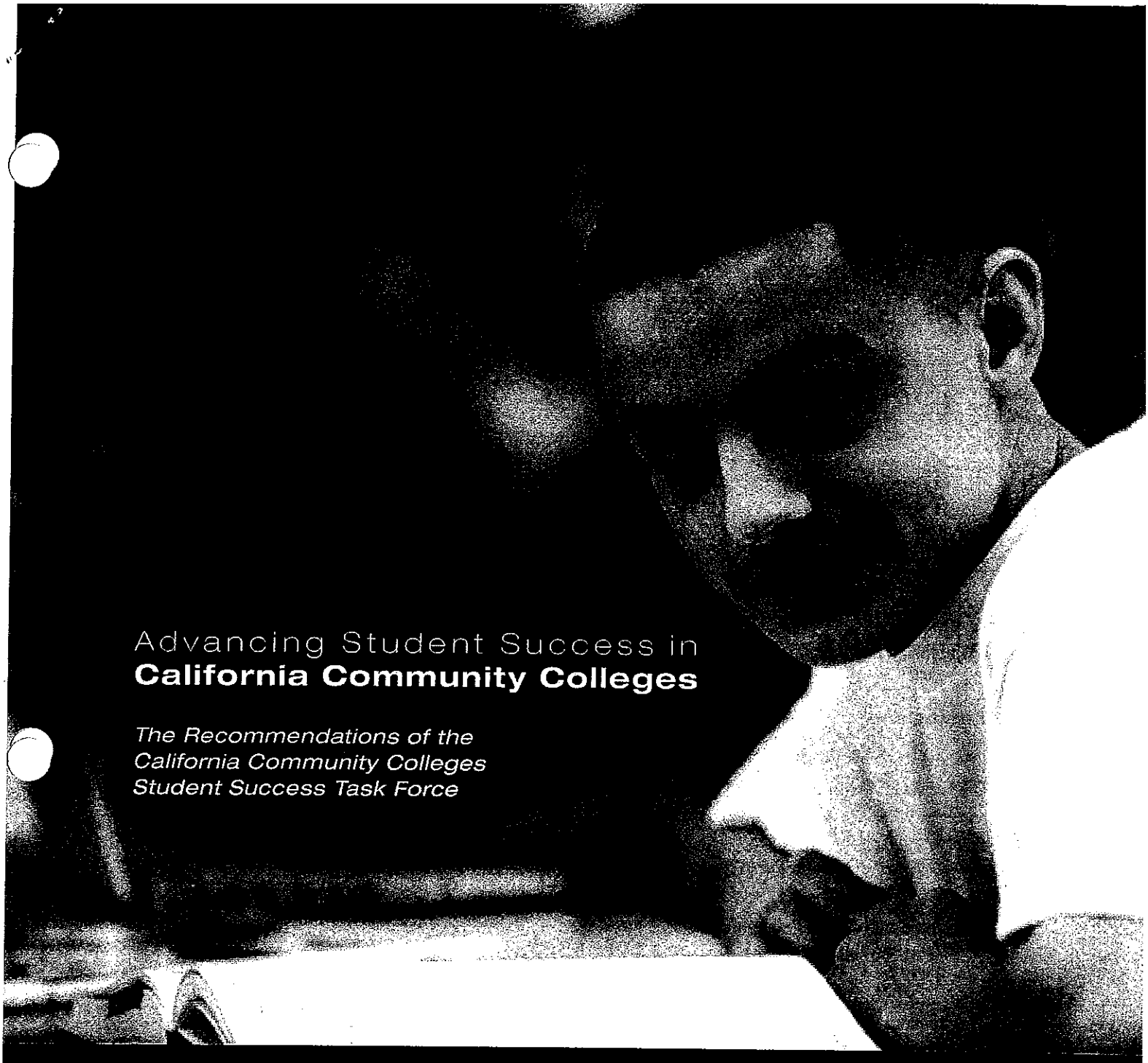
None.

13. 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
Chavarria, Janet
Dang, Kristina
Martinez, Robert
Nakata, Clarice
Nguyen, Alex
Pham, Kathy
Rodas, Julie

Orange Coast College
Barraza, Mitzy
Brown, Matthew
Bui, Felix
Bussell, Kingsolomon
Dinh, Rachel
Ekanayake, Prabhath
Faeldan, Xavier
Le, Elizabeth
Nguyen, Huong
Padhiar, Dipty
Shaw, Alexander
Tran, Huong



Advancing Student Success in **California Community Colleges**

The Recommendations of the California Community Colleges Student Success Task Force

STUDENT
SUCCESS
TASK FORCE

Attachment 1

PART I

ADVANCING STUDENT SUCCESS IN THE CALIFORNIA COMMUNITY COLLEGES

Introduction

Each year, the California Community Colleges provide instruction to approximately 2.6 million students, representing nearly 25 percent of the nation's community college student population. Across the state, our 112 community colleges and 71 off-campus centers enroll students of all ages, backgrounds, and levels of academic preparation. We are a system that takes pride in serving the most diverse student population in the nation, and we value that diversity as our greatest asset. Most of our students are seeking enhanced skills, certificates, or college degrees that will prepare them for well-paying jobs. Community colleges also offer, though in fewer numbers than in the past, enrichment courses that serve students who seek personal growth and life-long learning.

The California Community Colleges have a strong record of benefiting our students and the communities we serve:

- The California Community Colleges are the state's largest workforce provider, offering associate degrees and short-term job training certificates in more than 175 different fields.
- The California Community Colleges train 70 percent of California nurses.
- The California Community Colleges train 80 percent of firefighters, law enforcement personnel, and emergency medical technicians.
- 28 percent of University of California graduates and 55 percent of California State University graduates transfer from a community college.
- Students who earn a California Community College degree or certificate nearly double their earnings within three years.

Background on the California Community Colleges

The California Community Colleges is the largest of California's three segments of public higher education, which also include the University of California and the California State University system. With 2.6 million students, the California Community Colleges is the largest system of community college education in the United States.

Operating through 112 colleges and 71 off-campus centers, California's two-year institutions provide primary programs of study and courses, in both credit and noncredit categories, that address its three primary areas of mission: education for university transfer, career-technical education, and basic skills. The community colleges also offer a wide range of programs and courses for specialized populations, for leadership development, and proficiency in co-curricular activities. The student population served by all of the community college programs is characterized by enormous diversity in age, in ethnicity and cultural heritage, in walks of life, in their economic situations, in academic preparation, and in their purposes and goals.

The differentiated missions and purposes of the California Community Colleges, the University of California, and the California State University system were clearly outlined in the Master Plan for Higher Education in 1960. The community colleges were designated to have an open admission policy and bear the most extensive responsibility for lower-division undergraduate instruction. The community college mission was further revised in 1988 with the passage of Assembly Bill 1725, which called for comprehensive reforms in every aspect of community college education and organization.

Further legislation built on this framework, adding the Matriculation Program, the Disabled Students Programs & Services, and the Equal Opportunity Programs & Services, to provide categorical funding and special services to help meet the needs of the diverse range of students in the California Community Colleges. Although many of these categorical programs have been seriously underfunded as a result of the state's fiscal crisis, they still afford an outline for addressing such needs as assessment, placement, counseling, adaptive education, and other approaches designed to promote student learning and student success.

The California Community Colleges can and should take pride in these positive impacts. For the students who successfully navigate our colleges, we provide tremendous opportunity for self-improvement and economic benefit.

However, there is another set of statistics that are a cause of concern. These figures relate to the large numbers of our students who never make it to the finish line:

- Only 53.6 percent of our degree-seeking students ever achieve a certificate, degree, or transfer preparation. For African-American and Latino students, the rate is much lower (42 percent and 43 percent respectively).
- Of the students who enter our colleges at one level below transfer level in Math, only 46.2 percent ever achieve a certificate, degree, or transfer preparation. Of those students entering four levels below, only 25.5 percent ever achieve those outcomes.
- Of our students who seek to transfer to a four-year institution, only 41 percent are successful. For African Americans, only 34 percent succeed. For Latinos, the figure is 31 percent.

While these statistics reflect the challenges many of our students face, they also clearly demonstrate the need for our system to recommit to finding new and better ways to serve our students.

Overview of Recommendations

This report, the product of the Community College Student Success Task Force, contains recommendations aimed at improving the educational outcomes of our students and the workforce preparedness of our state. The 22 recommendations contained herein are more than just discrete proposals. Taken together, these recommendations would strengthen the community college system by expanding those structures and programs that work and realigning our resources with what matters most: student achievement. This report presents a vision for our community colleges in the next decade, focused on what is needed to grow our economy, meeting the demands of California's evolving workplace, and inspiring and realizing the aspirations of students and families.

The Task Force's student success plan relies on the following key components to move students more effectively through our community college system:

- Development and implementation of a common diagnostic assessment tool to more accurately determine the skill levels of entering students;
- New technology and additional counselors to create more robust student services, including broader and more widespread use of student educational plans;
- Structured pathways to help students identify a program of study and get an educational roadmap to indicate appropriate courses and available support services;
- Enhanced professional development for both faculty and staff, especially related to the instructional and support needs of basic skills students;
- Revised financing, accountability, and oversight systems to ensure that resources (both financial and organizational) are better aligned with student success;
- Stronger statewide coordination and oversight to allow for the sharing and facilitation of new and creative ideas to help students succeed, including the ability for California to "take to scale" the many good practices already in place; and
- Better alignment of local district and college goals with the education and workforce needs of the state.

This plan calls for greater coordination between K-12 schools and community colleges. Under the proposal, K-12 education and community colleges will align standards with meaningful definitions of college readiness so that students receive consistent messages about expectations throughout their educational careers about what it takes to be ready for, and successful in, college. We will develop consistent policies, programs, and coherent educational pathways across our colleges in order to better serve the many students who attend more than one college. The colleges, while retaining their local character, will function as a system with common practices to best serve students.

The community college system will leverage technology to better serve students, because this generation and future generations of students contain many digital natives. These students expect to use technology to access the world around them as they conduct commerce, socialize, and learn. While technological solutions cannot take the place of human contact and will not work for all students, they have shown tremendous potential to help diagnose student learning needs, to enhance the delivery of instruction, to improve advising and other support services, and to streamline administrative costs.

This report envisions restructuring the community college system to provide students with more structure and guidance to encourage better choices and increase their probability of success. A primary curricular goal is to increase the effectiveness of basic skills instruction by identifying and disseminating strategies that have proven effective at preparing students for college-level work.

More than 70 percent of community college students enter the system under-prepared to do college-level work. A majority of these are first generation college students, low-income, and/or are from underrepresented groups. These students face the most challenging obstacles for success and, unfortunately, have the lowest completion rates in the system. A major focus of the Task Force is to give these students the tools, support, and academic foundation to succeed.

While we emphasize the need for our system to improve basic skills instruction through innovation

and flexibility, we urge state leaders to examine the larger, and critical, issues of adult education in California. There is a large and growing population of adults who lack the basic proficiencies necessary for gainful employment; the state needs the overarching K-12 and community college policies and delivery systems to address this challenge.

The community college system envisioned in this plan rewards successful student behavior and makes students responsible for developing individual education plans; colleges, in turn, will use those plans to rebalance course offerings and schedules based on students' needs. Enrollment priorities will emphasize the core missions of transfer to a four-year college or university, the award of workforce-oriented certificates and degrees, and the basic skills development that supports both of these pathways. Student progress toward meeting individual educational goals will be rewarded with priority enrollment and continued access to courses and to financial aid.

Together, the recommendations contained in this report will improve the effectiveness of the community colleges and help more students to attain their educational objectives.

Defining Student Success

Because students come to California Community Colleges with a wide variety of goals, measuring their success requires multiple measures. Despite this diversity of objectives, most students come to community colleges with the intention of earning a degree or certificate and then getting a job. For some, entering the workforce is a longer term goal, with success defined as transferring to, and subsequently graduating from, a four-year college. For others, the academic goal is earning an associate degree. Still other community college students are looking to acquire a discrete set of job skills to help them enter into the workforce in a shorter time frame. This could be accomplished by either completing a vocational certificate program or through any number of skill-oriented courses. Regardless of their goals, the vast majority of students come to community colleges in need of basic skills in reading, writing, and/or mathematics.

Acknowledging the varied educational goals of students, the Task Force adopted a set of student success outcome metrics. The Task Force recommends that the system define success using the following metrics:

- Percentage of community college students completing their educational goals
- Percentage of community college students earning a certificate or degree, transferring, or achieving transfer-readiness
- Number of students transferring to a four-year institution
- Number of degrees and certificates earned

While the above-noted metrics are key measures of student achievement, recent research has highlighted the value of also monitoring intermediate measures of student progress. Specifically, along the path to completion, there are a number of key "momentum" points associated with an improved probability of success. Each time a student progresses beyond a momentum point the likelihood of reaching his or her educational goal increases. The recognition of these momentum points guided the work of the Task Force and helped structure recommendations aimed at improving completion rates. Examples of progression metrics include:

- Successful course completion
- Successful completion of basic skills competencies
- Successful completion of first collegiate level mathematics course
- Successful completion of first 15 semester units
- Successful completion of first 30 semester units

To place additional focus on these critical progression metrics, the Task Force recommends that system-wide accountability efforts be updated to include the collecting and reporting of both the outcomes and the progression measures for the system, and for each college. These measures will be disaggregated by race/ethnicity to aid the system in understanding how well it is performing in educating those historically disadvantaged populations whose educational success is vital to the future of the state.

A Commitment to Equity

As the Task Force deliberated over strategies to improve student success rates in the community colleges, they were unanimous and resolute in their belief that improvements in college success rates should not come at the expense of access. The California Community Colleges take great pride in being the gateway to opportunity for Californians of all backgrounds, including traditionally underrepresented economic, social, and racial/ethnic subgroups. Our system "looks like California" and we are committed to maintaining that quality. The goal of equitable access—and the commitment to help all students achieve success—is a driving force behind the recommendations contained in this report.

The Task Force's recommendations are aimed at increasing the number of students from all demographic and socioeconomic subgroups who attain a certificate, complete a degree, or transfer to a four-year college or university. As such, improving overall completion rates and closing achievement gaps among historically underrepresented students are co-equal goals. The Task Force's commitment to educational equity is reflected throughout the recommendations, but perhaps most explicitly in its proposal to establish statewide and college-level performance goals that are disaggregated by racial/ethnic group. Doing so will allow the system and state leaders to monitor impacts of the policy changes on these subgroups while also focusing state and local efforts on closing gaps in educational attainment. Given California's changing demographic profile, the success of these historically underrepresented groups will determine the fortunes of our state.

Task Force Origins and Process

Chronology of This Effort

In January 2011, the Community Colleges Board of Governors embarked on a 12-month strategic planning process to improve student success. Pursuant to Senate Bill 1143 (Chapter 409, Statutes of 2010), the Board of Governors created the Student Success Task Force. The resulting 20-member Task Force was composed of a diverse group of community college leaders, faculty, students, researchers, staff, and external stakeholders. The Task Force delved deeply into complex college and system-level policies and practices. It worked for seven months to identify best practices for promoting student success and to develop statewide strategies to take these approaches to scale while ensuring that educational opportunity for historically underrepresented students would not just be maintained, but bolstered.

Each month, from January through June 2011, the Task Force met to examine topics critical to the success of students, ranging from college readiness and assessment to student services, from basic skills instruction to performance-based funding. The Task Force turned to state and national experts (such as Dr. Kay McClenney, Dr. David Conley, Dr. Vince Tinto, and Dr. Alicia Dowd, among others) for the latest research-based findings and had frank discussions about what works to help students achieve their educational objectives.

STATE AND NATIONAL

Fiscal Reality

The California Community Colleges are in the midst of a serious fiscal crisis brought on by unprecedented cuts in state funding. Historically, the community colleges have been the lowest funded of California's segments of public education. For many decades, lean funding has forced an overreliance on less expensive part-time faculty and resulted in too few counselors and advisors. Course offerings are often insufficient to meet local needs.

While funding has always been scarce, the state's current fiscal crisis and resulting cuts in funding to the California Community Colleges have greatly exacerbated these significant challenges. Deep cuts to categorical programs in the 2009-10 State Budget reduced by roughly half the funding available to support critical student services such as counseling, advising, assessment, and tutoring. Cuts in base apportionment funding in the 2009-10 and 2011-12 State Budgets, totaling over 8 percent, have forced colleges to reduce thousands of course sections, barring access to hundreds of thousands of potential students. The lack of cost-of-living allocations in the State Budget, going back to 2008-09, has eroded the spending power of community colleges by 10.88 percent. It is hard to overstate the cumulative strain that these budget reductions have placed on community colleges and the students and communities they serve.

In its deliberations, the Task Force discussed at length how underfunding has diminished the capacity of the community colleges to meet the education and training needs of California. It is clear that the community colleges, with additional funding, would serve many thousands more Californians and be more successful at helping students attain their educational objectives. In particular, additional funding would allow the colleges to hire more full-time counseling and instructional faculty, and student support personnel—all of which have been shown to increase institutional effectiveness.

The Task Force wishes to make clear that its recommendations are in no way meant as a substitute for additional funding. To the contrary, the Task Force expressed a strong belief that the community college system should continue to advocate strongly for additional resources to support access and success for our students. Additional investment in the community colleges on part of the state will be essential if California is to reach levels of educational attainment needed to be economically competitive.

The Task Force recommendations represent policy changes that will support fundamental improvements in the effectiveness of the community college system. All the recommendations will yield greater benefits to students more quickly if matched with significant additional state investment. In the absence of additional funding, however, the Task Force recommendations make good policy sense and will help ensure that the community colleges are leveraging all available resources to help students succeed.

CONTEXT

National and State Student Success Efforts

In recent years a growing body of research has documented a national decline in educational attainment at the very time when our economic competiveness is increasingly tied to a highly skilled workforce. This trend, seen in national data, is even more pronounced in California. Projections from the National Center for Higher Education Management Systems (NCHEMS) demonstrate that California is at risk of losing its economic competitiveness due to an insufficient supply of highly skilled workers. Specifically, NCHEMS found that California's changing demographics, combined with low educational attainment levels among our fastest-growing populations, will translate into substantial declines in per capita personal income between now and 2020--placing California last among the 50 states in terms of change in per capita personal income.

As state and national leaders have become aware of this looming crisis, there has been a concerted call for reforms to improve levels of educational attainment. Due to their large scale and relatively low cost, community colleges nationwide have been identified as the most viable option capable of producing college graduates and certificate holders in the large numbers necessary to reverse current trends. Perhaps most notable was President Obama's 2010 White House Summit and "Call for Action" in which he highlighted the community colleges as the key to closing our nation's skills gap. This message resonated with employers, economists, and educators here in California.

It should be noted that the work of the Student Success Task Force builds on other state-level reform efforts. Notably, the Community College League of California's recent *Commission on the Future* report served as a basis for many of our recommendations, as did prior community college reform efforts, including the *2006 System Strategic Plan*, the *Partnership for Excellence* program, and various reviews of the *California Master Plan for Higher Education*.

Task Force Vision

There's a story that each member of this Task Force wants to be true—true at every community college and for every student, regardless of their background or educational goals.

This is the vision that the recommendations of this Task Force are designed to support. Taken alone, no single recommendation will get us there, but taken together, these policies could make the vision a reality for every student, at every college.

We hope you will join us in that effort.

Beginning in July, the Task Force spent three months forming the recommendations contained in this report. Recommendations were chosen based on their ability to be actionable by state policymakers and college leaders and to make a significant impact on student success, as defined by the outcome and progression metrics adopted by the group.

To foster public input, during October and November, the Task Force held four public town hall meetings, made presentations to dozens of community colleges stakeholder groups, and hosted a lively online dialogue. Over six weeks, the Task Force heard from both supporters and critics of the recommendations and received substantial input that has been used to inform its deliberations. That input helped shape the final recommendations and elevated the public discussion about improving outcomes for college students.

Limitations of Scope

There are a variety of topics related to community colleges and student success that the Task Force was either unable to address or chose not to address. For example, policy issues related to the system's governance structure have been well vetted elsewhere and thus were not discussed by the group. Further, the group chose not to address policies surrounding student fees. Due to time constraints, career technical education, transfer, and distance education also were not addressed directly by the Task Force. That said, the recommendations in this report are intended to strengthen the core capacity of the community colleges to serve all students, regardless of instructional program. Improved student support structures and better alignment of curriculum with student needs will increase success rates in transfer, basic skills, and career technical/workforce programs.

Implementation Process

The recommendations in this report represent policies practices that the Task Force believes will help the California Community Colleges to improve student success. Some of the recommendations reflect changes that are already underway, while others would chart entirely new territory. In each case, the recommendations will require that in-depth, discrete, and specific implementation strategies be developed in consultation with the appropriate practitioners and stakeholders. The strategies employed will vary depending on whether the proposed change is statutory, regulatory, or involves disseminating best practices. The community college system has a rich history of shared governance and local collective bargaining; nothing in this report is designed to upend those processes. Further, the Task Force recognizes that to be successful, these recommendations will need to be implemented over time, in a logical and sequential manner. The recommendations contained herein will not be achieved overnight.

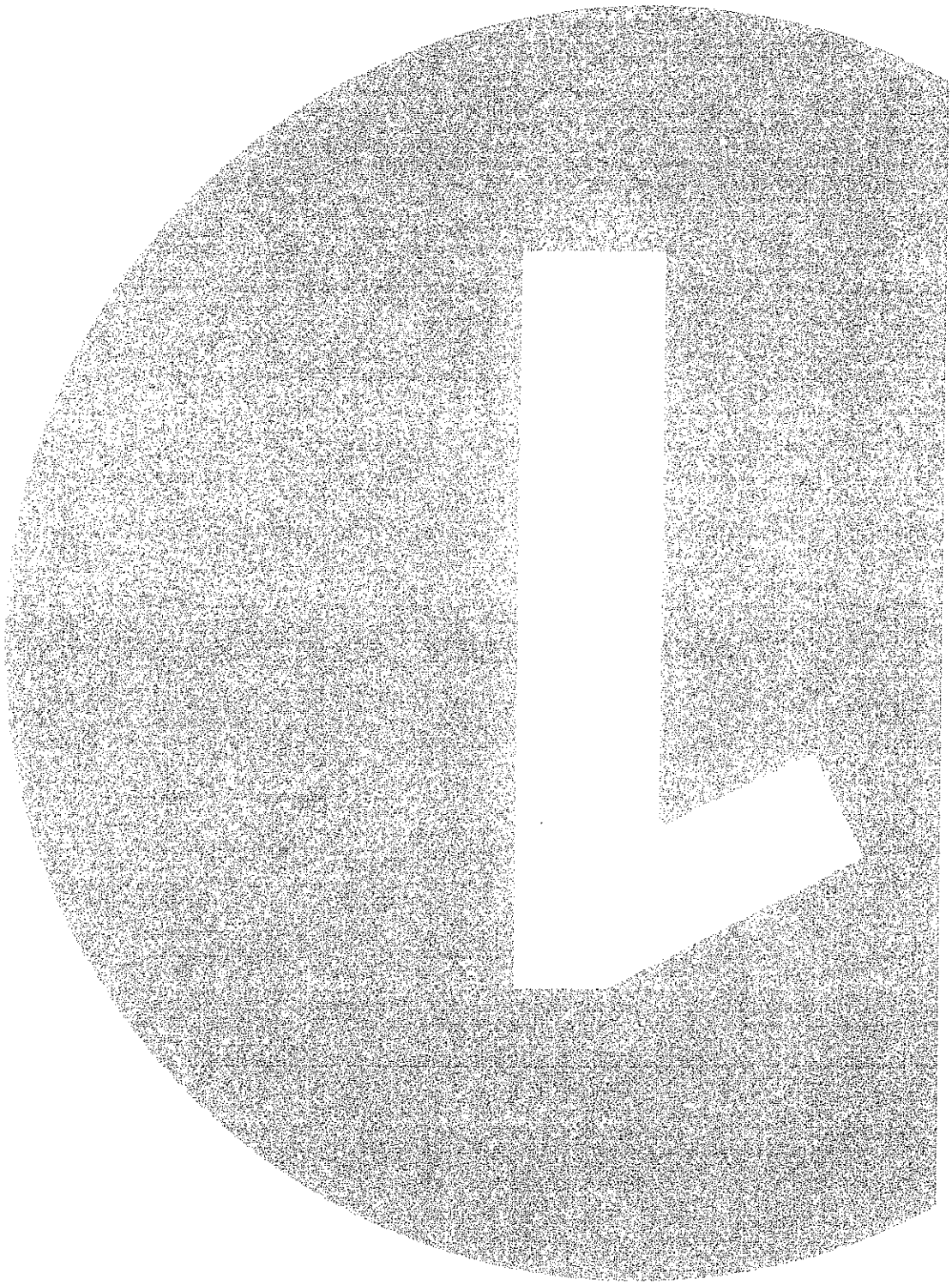
After approval of this report by the Board of Governors, the Chancellor's Office will develop and distribute a separate document that will lay out various strategies for implementing the recommendations contained within this report. Implementation groups composed of the relevant internal and external stakeholders, including the Student Senate and the Academic Senate, will be involved at each step of the process. Implementation of these recommendations will take time, and it is the intent of the Task Force that the parties work together to address the practical matters associated with the eventual success of the recommendations.

Conclusion

The Task Force recommendations present the California Community Colleges with an opportunity for transformative change that will refocus our system's efforts and resources to enable a greater number of our students to succeed. Our colleges have a long, proud history of helping Californians advance. The Student Success Plan will help us be even more effective in achieving our mission.

PART II

RECOMMENDATIONS OF THE STUDENT SUCCESS TASK FORCE



Recommendation

1 2 3 4 5 6 7 8 9

INCREASE STUDENT READINESS FOR COLLEGE

Policy Statement:

Community Colleges will collaborate with the State Board of Education, the California Department of Education, and other statewide efforts to define and address college and career readiness.

A vast majority of first-time students entering the California Community Colleges (CCC) are underprepared for college-level work. In the CCCs, 70 to 90 percent of first-time students who take an assessment test require remediation in English, math, or both. In 2010, 79 percent of California's 11th grade students who took the Early Assessment Program (EAP) college readiness test did not test "college ready." Currently, K-12 and postsecondary education policies related to standards, curriculum, and assessment are not well aligned to communicate either clear expectations for college and career readiness or to support a smooth transition for high school graduates. Within the K-12 system, students and parents receive conflicting messages about expectations for high school completion because the California High School Exit Exam (CAHSEE) measures English and mathematics skills that are far below the standards adopted for 11th and 12th grade curriculum. Thus, many students have been led to believe that they are ready to graduate and proceed on to colleges without actually having met grade-level standards. The EAP has begun to address that problem by informing 11th grade students where they stand in relation to college expectations and encouraging them to reach higher before they leave high school.

In August 2010, the State Board of Education (SBE) adopted the Common Core State Standards (CCSS)

and joined the SMARTER Balanced Assessment Consortium in May 2011 to develop a new K-12 assessment system based on the CCSS. Under federal requirements, the new 11th grade assessment must include an assessment of college and career readiness.

The implementation of these state-level reforms presents an ideal opportunity for the state to develop curriculum frameworks and assessments that align expectations and standards across public education and the higher education systems and to address policy gaps that have historically undermined efforts to set clear expectations for college or career readiness and to support a smooth transition for high school graduates.

Stemming the tide of underprepared students coming out of high schools is an urgent priority for community colleges, as it is for the CSU system. It is this need that drove the CSU to initiate and the community colleges to join the EAP. Because the EAP had to fit within the existing K-12 content standards and assessments, postsecondary faculty had a limited opportunity to define or validate standards and assessments. The state's transition to the CCSS provides an ideal opportunity for collaboration among all parties to collectively refine the definition of college readiness upon which the 11th and 12th grade curriculum frameworks and 11th grade assessments will be built.

Community Colleges and K-12 must also work together to develop a definition of "career readiness" and to use those standards to build the menu of assessments used to guide students' programs of study. Career readiness scores are important in that they have the ability to influence students' selection of a program of study or certificate. There is a great deal of work to be done in this area and the SBE president has stated publicly on more than one occasion that he will rely on community colleges to provide leadership in this arena.

Absent proactive involvement of the Community Colleges—together with our higher education and K-12 partners—the SBE will have no choice but to move forward to define college and career readiness and determine the best means of measuring those standards, based on its understanding of the needs of higher education. The active participation of the Community Colleges in this work is a vastly superior approach.

Aligning K-12 and community colleges standards for college and career readiness is a long-term goal that will require a significant investment of time and energy that the Task Force believes will pay off by streamlining student transition to college and reducing the academic deficiencies of entering students.

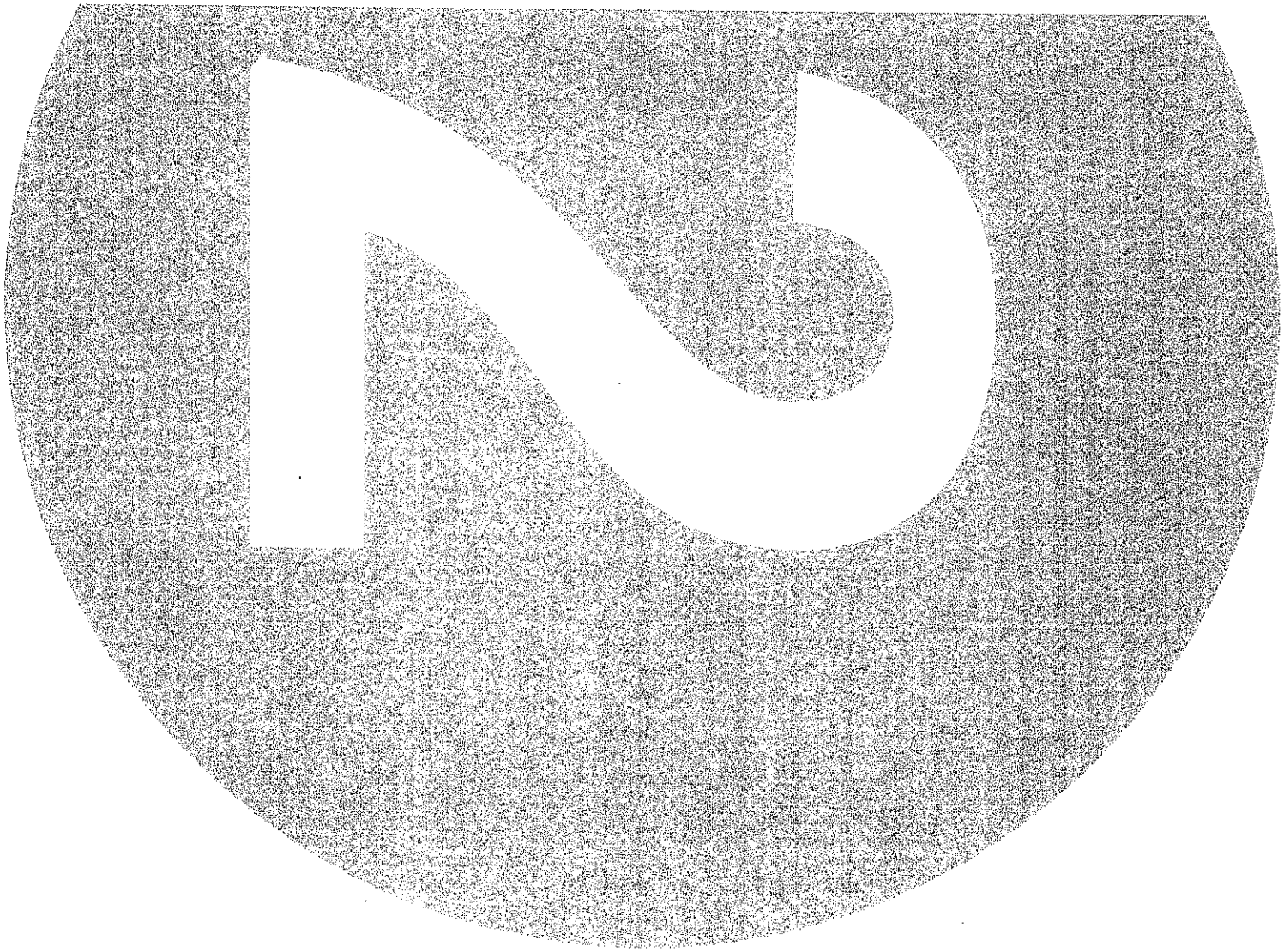
Recommendation 1.1

Community Colleges will collaborate with K-12 education to jointly develop new common standards for college and career readiness that are aligned with high school exit standards.

The Task Force recommends that the community college system closely collaborate with the SBE and Superintendent of Public Instruction to define standards for college and career readiness as California implements the K-12 Common Core State Standards and engages with the national SMARTER Balanced Assessment Consortium to determine the appropriate means for measuring these standards. Doing so would reduce the number of students needing remediation, help ensure that students who graduate from high school meeting 12th grade-level standards are ready for college-level work, and encourage more students to achieve those standards by clearly defining college and career expectations.

Requirements for Implementation

- No statutory or regulatory changes are needed to authorize community college participation in the development of common standards.
- Discussion with K-12 and the CSU may identify conforming changes to statute governing the EAP.
- Leadership from the Academic Senate, Board of Governors, and Chancellor will be needed to ensure community college representatives have membership in key committees that will plan and execute the definition of standards and the development of related curriculum frameworks and assessments.
- Establish formal and regular channels of communication between the community colleges, the SBE and the California Department of Education to ensure ongoing partnering on all matters related to college and career preparation.



Recommendation

1 **2** 3 4 5 6 7 8 9

STRENGTHEN SUPPORT FOR ENTERING STUDENTS

Policy Statement:

Community colleges will provide stronger support for students entering college to identify and meet their goals. Stronger support will be facilitated by centralized, integrated and student-friendly technology to better guide students in their educational planning process. The efforts of counseling faculty and other college staff will be more effectively targeted.

Status of Matriculation Program

In 1986, the Seymour-Campbell Matriculation Act charged the Board of Governors with ensuring that all community college students were provided support to define and attain their educational goals. The Board adopted Title 5 regulations that require districts to provide admissions, orientation, assessment, counseling, and follow-up services for all students (except those specifically exempted) to the extent funding was provided for those services. Funding has never been adequate to serve all students and, as a result, colleges have not been able to provide the level of services needed. In the 2009-10 State Budget, a 52 percent budget cut in Matriculation program funding turned a bad situation into a crisis.

Students Need Guidance

Extensive research has documented the importance of assessment, orientation, and informed education planning to set incoming students on a pathway to a successful outcome and build early momentum for their success. Given options, students who lack guidance are likely to seek what they think will be

their most direct path through college-level courses, without understanding what is required to be successful in the college environment and without regard to their academic preparation for college-level work. There are multiple consequences when students make uninformed choices:

- Students find themselves in courses that are unconnected to reaching an educational goal and for which they are not prepared, at best lengthening their time to completion and all too often causing them to drop out;
- Colleges lose the ability to target limited seats and services where they will be most effective; and
- Faculty are faced with underprepared students in their courses.

Assessments Vary by College

Currently, the community college faculty at each college determine which assessments are administered to place students within that college's curriculum for English, math, and English as a Second Language (ESL). Colleges are required to also consider other measures of a student's ability to succeed, such as academic history and demonstrated motivation. This local approach to assessment has created obstacles for students by causing significant variation across campuses, in some instances limiting portability of assessment results even within a single district. Other significant drawbacks include the high cost of assessment instruments purchased locally and inefficient test administration.

Since 2008, the system has taken significant steps to move toward a centralized assessment system. Grant funding was obtained from the Bill and Melinda Gates Foundation and the William and Flora Hewlett Foundation to complete a common assessment feasibility study. In an initiative called CCC Assess, an advisory committee was convened that included faculty, matriculation and assessment coordinators, instructional and student services administrators, technology experts, and CSU and CDE representatives to determine system requirements for English reading, writing, math, and ESL assessments. The CCC Assess advisory committee identified diagnostic assessments, computer-scored writing samples, opportunities for test preparation, and psychometrically sound re-test capacity as critical components of a centralized assessment system. Vendor capacity and interest to develop these assessments was determined to be strong. Two barriers caused this work to stall. The first is the need to identify sufficient funding to support statewide implementation, and the second is the need to ensure alignment with the new K-12 assessment system standards and processes. All of the work done by this committee will guide the implementation of the Task Force's recommendation.

In a parallel effort, the Board of Governors sponsored AB 743, Block (Chapter 615, Statutes of 2011). This recently enacted legislation directs the Chancellor's Office to adopt a low-cost common assessment as an interim step toward developing a robust and coordinated assessment system for the community colleges. The CCC Assess advisory committee will be reconvened to assist in guiding implementation of AB 743 and achieving the Task Force's vision.

Guidance is Key to Student Success

While students are asked to indicate their educational objective on the application for admission, many students are unclear about their educational objectives when they first enroll in community college and remain so for too long given no systematic process, or even encouragement, to define and pursue a specific program or major. The current matriculation model assumes that students will clarify their educational objective in the course of meeting with a counselor. However, many students never see

a counselor. Even before the 52 percent budget cut to Matriculation funding, colleges were unable to provide all students with access to counseling services to help them clarify and refine their educational objectives and assist with the development of education plans to achieve those objectives. Student to counselor ratios range from 800 to 1 to more than 1,800 to 1 in the community colleges. As a result, students often enroll in basic skills or general education courses without understanding the level of rigor associated with the course or the applicability of the course to any specific program or transfer objective. While there is clearly value to students having the opportunity to explore disciplines and other options before declaring their program or major, there is a difference between systematic exploration and the blind trial and error experienced by too many students. Helping students make informed choices about their education is a critical strategy to help increase student success in the CCCs.

Every Matriculating Student Needs an Education Plan

Every student who enrolls to pursue a certificate, degree, or transfer objective, and in many cases even those seeking career advancement, needs a Student Education Plan that represents the sequence of courses that can get them from their starting point to attainment of their educational goal. Students who arrive without a clear goal need an education plan that allows them to systematically define their educational needs and objectives and explore their options. For example, a student who indicates transfer as the goal but lacks a major or career objective should be guided to enroll in general education courses, along with basic skills courses or resources if the student's assessment results indicate such a need. General education curriculum is designed to expose students to a breadth of educational experiences that can enable them to find areas of particular strength and interest. Once a student selects his or her program of study or major, the discipline-specific sequence and specialized or elective options can be factored into the plan. There would be nothing to preclude a student from changing their objective or program of study, but the implications of a change, in terms of cost and time to completion, should be made clear. Expanded resources for career exploration are essential.

Technology Can Help

The creation of online resources that would support advisement and allow many students to self-manage their academic pathways is essential. Some districts have undertaken this task, but high development costs make creating such systems impractical for most districts, leaving students to struggle with a dearth of information available to help them to find and follow an appropriate academic pathway. Currently, almost all students enter the CCCs through CCCApply, a common electronic application process. That system could be further developed to lead students, once they are admitted, to build an online profile and access guidance and planning resources. Scaling up the use of technology is one of the few viable approaches to reach substantially more students, many of whom prefer navigating their pathway through community college in an online environment.

In the same manner that many private businesses have created tightly integrated online pathways for their customers, the CCC system needs to look towards the creation of centralized student support modules that offer high interactivity with local campus and district IT and administrative systems. Appropriate suggested student choices could be developed using research conducted on educational data to create "default" pathways that are suggested to students through online advisement systems. These systems could be used as tools by students, counselors, and advisors to nudge students towards better academic choices and to reduce excess unit accumulations and unnecessary withdrawals.

The Task Force recognizes that not all students have access to the hardware, high-speed interconnectivity, or digital literacy needed to navigate these new online environments. As such, it will be incumbent on both the CCC system and individual colleges to ensure that measures are in place to respond to students' needs and help bridge these technology gaps.

There is a plethora of education data collected both within the CCC system and in other educational sectors that can be aggregated in education data warehouses, leveraged, and used to help advise students on effective pathways through college. An example of this would be the use of an analysis of past student outcomes in various courses for students at various levels of basic skills to create an advisement matrix that keeps students enrolled in courses appropriate for their particular skill levels.

An additional benefit to the creation and maintenance of centralized technology utilities is that doing so will create huge economies of scale for the system. Employing a more centralized approach to technology, the CCCs will be able to use their large buying power to drive down costs and secure additional features at low cost. Further removing these costs from local districts will free up local monies that districts can then reinvest in additional human resources.

Need for More Counselors

Technology, while having many benefits, will not serve all students or fulfill all student needs. An expanded student-friendly technology system will allow the most self-directed students to complete a variety of activities (e.g., education planning, orientation, preparing for assessments) using resources such as computers and smart phones. However, many students will still need the face-to-face interactions provided by advisors and counselors. By shifting the lower-need, self-directing students to online tools, we will free up advisors and counselors to focus their face-to-face interactions with those students who lack access to technology or are not adequately prepared to utilize it and those who need more complex interactions with a counselor. It would also allow counseling faculty to spend less time performing routine functions and utilize their professional skills to support students in more complex dimensions.

Recommendation 2.1

Community colleges will develop and implement a common centralized assessment for English reading and writing, mathematics, and ESL that can provide diagnostic information to inform curriculum development and student placement and that, over time, will be aligned with the K-12 Common Core State Standards (CCSS) and assessments.

Requirements for Implementation

- Reconvene the CCC Assess Advisory Committee to guide implementation of this recommendation.
- Design a centralized assessment system that includes a robust array of options to help students prepare to take the assessments for the most valid result. It should include consistent testing and re-testing policies that are decided based on psychometrics rather than budget considerations.
- The centralized assessment must be diagnostic to ensure placement into appropriate coursework and to inform local academic senates as they design appropriate curriculum. It should also include an assessment of "college knowledge" and the extent to which a student understands and exhibits key academic behaviors and habits of mind necessary for success in college. This more robust assessment, coupled with multiple measures, would be used to determine students' needs for additional support and to enable colleges to more effectively place students in appropriate courses and target interventions and services.
- Work with the Academic Senate and the K-12 system to ensure alignment of community college assessment standards within the state's new CCSS assessments when those are implemented in 2014 (see Recommendation 1.1).
- After development of the diagnostic assessment, amend Education Code Section 78213 to require colleges to use the new common assessment for course placement while allowing districts to supplement common assessment with other validated multiple measures.
- Eventually, the Board of Governors would propose to amend Education Code Section 99300 ff. to transition the use of the EAP to the new assessment that is aligned with the K-12 CCSS.
- In the meantime, the enactment of AB 743 will facilitate the *interim* selection of a currently available "off the shelf" assessment instrument for English, math, and ESL, to be procured in the most cost-effective manner for use statewide.
- One-time funds of $1 million (already secured from outside sources) together with dedicated state-level funding of approximately $5 million would enable the Chancellor's Office, working with the CCC Assess advisory committee, to conduct a centralized procurement of the common assessment. Leveraging the system's buying power will drive down the costs and allow some customization of the assessment. Under this approach, colleges will have unlimited assessment capacity at low or no cost.
- Participation in the interim assessment system would be voluntary but incentivized by the significant local cost savings.

Recommendation 2.2

Require all incoming community college students to: (1) participate in diagnostic assessment and orientation and (2) develop an education plan.

By requiring students to participate in these core services, the community college system will ensure that students have the foundational tools necessary to make informed choices about their education. The Board of Governors will define categories of students who should be exempt from mandatory placement and orientation, such as students with a prior degree returning to pursue training in a different career field. Colleges would also be able to exempt students from each of these requirements on a case-by-case basis.

Requirements for Implementation

- Education Code section 78212 and Title 5 section 55500 ff. already require colleges to provide these and other matriculation services to all non-exempt students if funding is provided for that purpose.
- Amend Title 5 sections 55521-25 to require students to participate in assessment, orientation and development of a student education plan.
- Amend Title 5 section 55532 to establish more explicit criteria for exempting students from participation in required services in order to achieve greater clarity and statewide consistency in the proportion of students to be served.

The Task Force recognizes that implementation of this recommendation requires: (1) a substantial reallocation of existing local resources; (2) additional resources; and (3) new modes of service delivery in order to make these required services available to all incoming students.

Recommendation 2.3

Community colleges will develop and use centralized and integrated technology, which can be accessed through campus or district web portals, to better guide students in their educational process.

Several recommendations in this report rely heavily on the capability of technology to help guide students along educational pathways. To implement many of the recommendations, the community colleges must develop and implement a variety of centralized technology applications. Thoughtfully designed online technology will enable students to guide as much of their own education planning as is appropriate for their level of technology access and skills and their ability to choose and follow an appropriate pathway. It will also provide useful tools for counselors and advisors to better assist students with educational planning and for administrators and faculty to better plan class schedules to ensure that students have access to the courses they need to complete their educational goals in a timely and efficient manner. As the system moves in this direction, it is essential that there by strategies and tools to bridge the digital divide, ensuring that all students have necessary access to computers, high-speed internet, and the opportunity to learn basic technology skills.

These technological applications will generate efficiencies, but more importantly they will increase and improve communications with students by using platforms they already rely on to manage their daily lives. Today's students use laptops, smart phones and tablets not only to communicate with friends and professors, but also to make appointments, purchase goods and services, watch movies, and do research. This is where our students spend much of their time, and we must create smart applications that make it easier for them to pursue and reach their educational goals. While not all students have the devices, skills, and experience to make effective use of this kind of technology, a large and growing proportion do and have expectations that the institutions with which they interact will utilize current technology to facilitate practical transactions as well as the learning experience.

Rather than having individual colleges create their own online student planning tools, the Chancellor's Office would work with students, counselors, instructional and student services administrators, and college technology representatives to create applications that would be plugged into existing college and district web portals. Colleges would be able to place these applications in locations that mesh with their own unique website, with the services being centrally provided and centrally supported.

Examples of the types of online services include:

- A common application to college;
- An electronic transcript;
- An online BOG fee waiver form;
- An education planning module;
- An electronic library resource and library catalog;
- A career exploration module;

- A job placement module;
- A textbook purchasing module; and
- A transfer advisement module.

Requirements for Implementation

- Secure additional state funding for the development of the proposed technology tools that would then be provided to colleges free of charge.
- A centralized development and procurement process would leverage the system's size to drive down the estimated annual cost of the project to approximately $12 million.
- Initiate discussion with existing advisory groups, such as the Matriculation Advisory Committee, Telecommunications and Technology Advisory Committee, Chancellor's Office Advisory Group on Counseling, CCCApply Steering Committee, and others, to refine the scope and approach to growing services.
- Convene appropriate advisory groups that include program and technology experts to plan and execute technology projects as funding is secured.

Recommendation 2.4

Require students whose diagnostic assessments show a lack of readiness for college to participate in a support resource, such as a student success course, learning community, or other sustained intervention, provided by the college for new students.

A student's readiness for college is based on several factors in addition to their academic proficiency in English and mathematics. College readiness includes other variables that can influence a student's ability to successfully complete credit-bearing, college-level coursework. The extensive work done by Dr. David Conley's Education Policy Improvement Center at the University of Oregon defines four dimensions of "college knowledge" critical to student success: (1) Key cognitive strategies, including analysis, interpretation, precision, problem solving, and reasoning; (2) Specific types of content knowledge, most importantly the ability to read and write critically; (3) Attitudes and behavioral attributes, including study skills, time management, awareness of one's performance, persistence, and the ability to utilize study groups; and (4) Contextual knowledge about college resources and expectations and how to successfully adjust to navigating the college environment.

Community colleges have tested numerous models of supporting under-prepared students, both inside and outside the classroom, through college success courses, first-year experience programs, learning communities, and campus-wide initiatives. These efforts promote critical thinking skills and behaviors, or "habits of mind" essential to college success. Experience within the CCC system and nationally demonstrates the effectiveness of such deliberate interventions in supporting student persistence and success.

Requirements for Implementation

- Amend Title 5 section 55521 to allow for students to be placed in a student success course or other support activity.
- Require students to participate in a student success support intervention if assessment results demonstrate a need.
- Encourage colleges to review the readily available literature on student success courses and other interventions to determine elements that would likely make them most effective for their local population.
- The Chancellor's Office should review college models for campus and online student orientation and student success courses currently in place and disseminate the most effective scalable approaches and curricula.

Recommendation 2.5

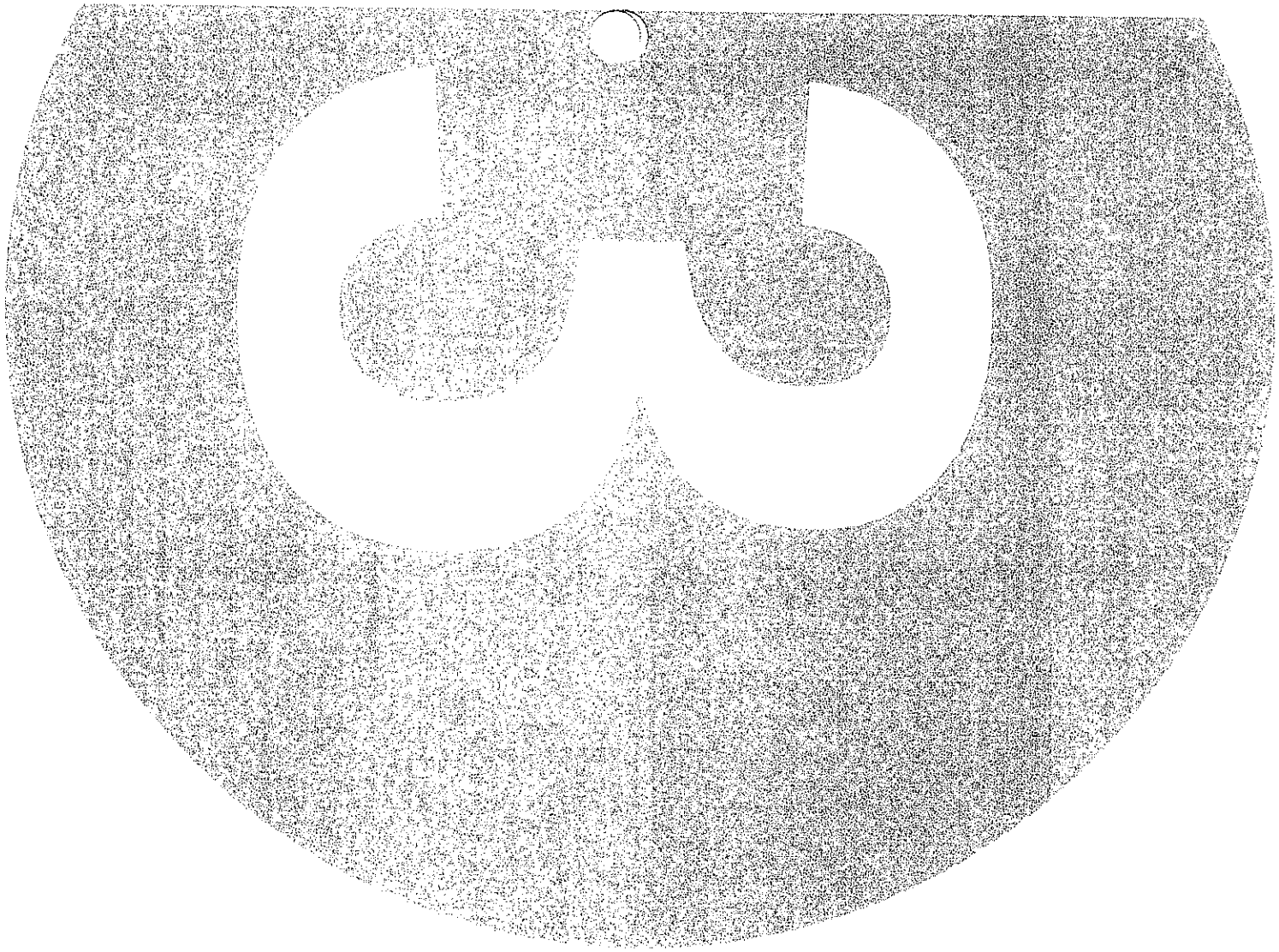
Encourage students to declare a program of study upon admission, intervene if a declaration is not made by the end of their second term, and require declaration by the end their third term in order to maintain enrollment priority.

Declaring a major or program of study is more specific than declaring a broad educational goal such as earning an associate degree or transferring to a four-year college. Declaring a program of study sets incoming students on a specific educational pathway and builds early momentum for their success. Research from the Institute for Higher Education Leadership and Policy shows that students who entered a program in their first year were *twice as likely* to complete a certificate, degree, or transfer as students who entered a program after their first year. First-year concentrators were nearly 50 percent more likely to complete than those who entered a program in their second year, and the rates of completion fell sharply for students entering a program of study later than their second year. A student who is unable to declare a major or program of study by the end of their second term should be provided counseling and career planning interventions to assist them. Students who fail to declare a program of study after their third term should lose enrollment priority.

Nothing would preclude a student from changing their direction and declaring a new program of study but the implications of change, in terms of cost and time to completion, should be made clear. In addition, students would have the ability to appeal a loss of enrollment priority.

Requirements for Implementation

- Amend Title 5 regulations to require students to declare a specific program of study by the end of their second term.
- Current Title 5 regulations require students to declare an educational goal "during the term after which the student completes 15 semester units or 22 quarter units of degree-applicable credit coursework, unless the district establishes a shorter period." Title 5 also requires districts to establish a process for assisting students to select a specific educational goal within a "reasonable time," as defined by the district, after admission.
- Amend Title 5 to define "program of study" as a certificate, degree, or transfer objective in a specific occupational area or major. Groups of students exempted from meeting this requirement should also be specified in regulation.



Recommendation

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INCENTIVIZE SUCCESSFUL STUDENT BEHAVIORS

Policy Statement:

Community colleges will incentivize those student behaviors that are associated with their eventual success.

Rationing of Classes

One of the basic tenets of the Master Plan for Higher Education is that all Californians who have the capacity and motivation to benefit from higher education should have a place in the California Community Colleges. Given the scarcity of resources currently available to the colleges, the reality is, the state has failed to live up to that commitment and we as a system are rationing access to education. While we continue to admit all students that apply, not all admitted students are able to enroll in the courses needed to meet their educational goals.

Enrollment Priorities

Under current law and practice, students already in the system have enrollment priority over new students. In addition, registration priority is generally higher for students with higher unit accumulations. As a result, there is perverse incentive for students to enroll in classes, even if they do not further their educational objectives, simply to gain a place higher in the enrollment queue. In the 2009-10 academic year, approximately 133,000 first time students were unable to register for even a single course due to their low placement in the registration queue.

Policies that enable students to wander around the curriculum, withdraw and repeat classes multiple times, avoid services that could help them find a productive pathway, and accumulate an unlimited number of units are a disservice to enrolled students and to those who can't get into the system for lack of available classes.

Adopt Consistent Polices for Enrolling Students

As a system, we have both initiated and continue to rely on these ineffective policies. However, now is the time for the community college system to abandon these ineffective policies and adopt enrollment management polices that encourage students to follow and make progress along delineated educational pathways that are most likely to lead to completion of a certificate, degree, transfer, or career advancement goal.

Use the BOG Fee Waiver Program as a Way to Incentivize Successful Student Behaviors

The Board of Governors (BOG) Fee Waiver Program, which was designed to ensure that the community college fees do not present students with a financial barrier to education, is an underutilized mechanism for incentivizing successful student behaviors. Unlike federal and state financial aid programs, the community colleges do not require BOG Fee Waiver recipients to make satisfactory academic progress, make progress toward a goal, or limit the maximum number of units covered by the award. The Task Force believes that policies governing eligibility for the BOG Fee Waiver should be consistent with enrollment policies designed to promote student success. By enacting accompanying BOG Fee Waiver changes, low-income students who rely on the waiver will be provided the same level of interventions and support and held to the same standards as other students.

Recommendation 3.1

The Community Colleges will adopt system-wide enrollment priorities that: (1) reflect the core mission of transfer, career technical education and basic skills development; (2) encourage students to identify their educational objective and follow a prescribed path most likely to lead to success; (3) ensure access and the opportunity for success for new students; and (4) incentivize students to make progress toward their educational goal.

Current law and practice guiding student enrollment tends to favor the continuing student, based solely on their accrual of course units. The existing system does not reflect the core priorities of community colleges: to provide courses for students seeking to earn a degree or certificate, transfer, participate in a career-technical program, or improve their basic language or computational skills. Altering enrollment prioritization is an efficient way of encouraging successful student behaviors and ensuring that we are rationing classes to provide more students with the opportunity to succeed.

Highest enrollment priority should be provided for:

- Continuing students in good standing who are making progress toward a certificate, degree, transfer, or career advancement objective (including incumbent workers who enroll in a course that develops skills required to retain their job or advance their careers and students who are actively pursuing credit or noncredit basic skills remediation).
- First-time students who participate in orientation and assessment and develop an informed education plan.
- Students who begin addressing any basic skills deficiencies in their first year, through either courses or other approaches.
- To address student equity goals, current statutory and regulatory provisions requiring or encouraging priority registration for special populations (active duty military and recent veterans, current and emancipated foster youth, students with disabilities, and disadvantaged students) should be retained. To the extent allowable by law, these students should be subject to all of the limitations below.

Continuing students should lose enrollment priority if they:

- Do not follow their original or a revised education plan
- Are placed for two consecutive terms on Academic Probation (GPA below 2.0 after attempting 12 or more units) or Progress Probation (failure to successfully complete at least 50 percent of their classes)
- Fail to declare a program of study by the end of their third term
- Accrue 100 units, not including Basic Skills and ESL courses.

Requirements for Implementation

- Adoption of this policy is within the current purview of the Board of Governors.
- Board of Governors should amend Title 5 regulations to establish statewide enrollment priorities.
- Current legal requirements and relevant legislation include the following:
  - Education Code section 66025.8, as recently amended by SB 813 (Chapter 375, Statutes of 2011) requires community colleges to grant priority enrollment to any member or former member of the Armed Forces of the United States for any academic term within four years of leaving active duty.
  - Title 5 section 58108 authorizes community college districts to establish procedures and policies for registration, including a priority registration system.
  - Title 5 section 58108 permits colleges to provide special registration assistance to disabled and disadvantaged students in accordance with a priority system adopted by the local board of trustees.
  - Title 5 section 56026 authorizes community colleges to provide registration assistance, including priority enrollment to disabled students.
  - Title 5 section 56232 requires colleges to provide access services for EOPS students, including "registration assistance for priority enrollment."
  - AB 194, Beall (Chapter 458, Statues of 2011) requires community colleges to grant priority enrollment to current and former foster youth.

Recommendation 3.2

Require students receiving Board of Governors (BOG) Fee Waivers to meet various conditions and requirements, as specified below.

(A) Require students receiving a BOG Fee Waiver to identify a degree, certificate, transfer, or career advancement goal.

(B) Require students to meet institutional satisfactory progress standards to be eligible for the fee waiver renewal.

(C) Limit the number of units covered under a BOG Fee Waiver to 110 units.

The BOG Fee Waiver Program allows financially needy students to have their fees waived. Unlike federal and state financial aid programs, the community colleges do not limit the maximum number of units covered by the award nor do they require students to make satisfactory academic progress or make progress toward an educational goal. The federal and state financial aid programs impose these requirements because they work to keep students progressing toward their educational goals and help them to meet those goals in a timely manner.

When the BOG Fee Waiver program was established more than 25 years ago, its sole purpose was to prevent the enrollment fee from posing a barrier to the enrollment of low-income students. Today, the program's lack of progress requirements stands in sharp contrast to all other aid programs that encourage student progress and success. These recommendations would hold BOG Fee Waiver recipients to the same standards required of all students to maintain enrollment priority and would encourage them to take advantage of resources provided by colleges to support their academic success. It would be incumbent on colleges to implement systems to let students know when their continued access to the fee waiver is threatened and to establish an appeals process to address extenuating circumstances.

Although saving money is not the intent or purpose of these recommendations, implementation will likely result in modest short-term cost savings that must be captured and reallocated within the community college system for reinvestment in the student support and retention activities identified in the student success plan. Any cost savings derived from this recommendation will diminish over time and other recommendations influence student behavior.

Requirements for Implementation

- Amend Education Code section 76300(g) and Title 5 section 58612 or 58620 to add eligibility criteria.
- Build in a series of active interventions to ensure that students facing difficulties do not lose financial aid eligibility.
- Ensure that students failing to make progress or approaching or exceeding the unit cap have the ability to appeal.
- Ensure that financial aid offices retain capacity to administer this recommendation regardless of the number of fee waivers granted on a particular campus.

Recommendation 3.3

Community Colleges will provide students the opportunity to consider the benefits of full-time enrollment.

Research indicates a high correlation between full-time enrollment and students' achievement of their educational objectives. The faster a student completes his or her education the less time there is for life or family issues to get in the way. Students benefit from full-time attendance by increasing their earning potential sooner while colleges benefit from the greater efficiency of serving one full time student versus two or more part time students for the same funding.

Many community college students are not in a position to enroll full time, particularly those who work full time and are enrolled to upgrade their job skills as well as those who depend on full-time employment to support families. Nonetheless, there are simple steps that can be taken to ensure that students are made aware of the benefits of full-time enrollment and can consider whether such a route is possible for them.

Requirements for Implementation

- No statutory or regulatory changes are needed. This can be accomplished by dissemination of best practices for financial aid packaging and deployment of existing resources, including the *I Can Afford College* financial aid awareness program.

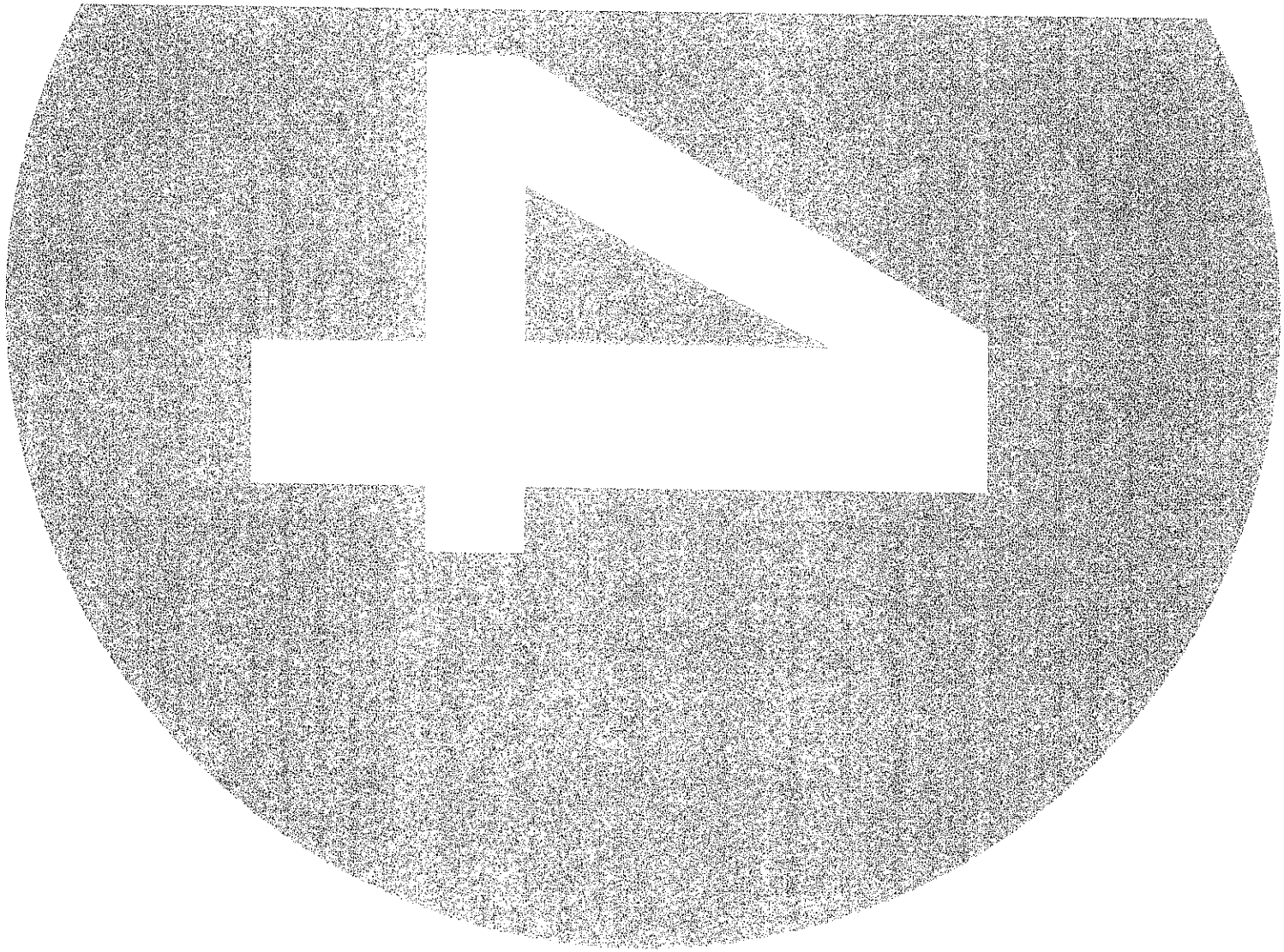
Recommendation 3.4

Community colleges will require students to begin addressing basic skills needs in their first year and will provide resources and options for them to attain the competencies needed to succeed in college-level work as part of their education plan.

Chapter 5 of this document addresses improving the quantity and efficacy of basic skills instruction. Colleges need to be able to offer students an array of courses, laboratories, and other approaches to skill improvement. These might include courses with embedded contextualized basic skills instruction, special interventions like Math Jam, online and other computer-based laboratory resources, tutoring, supplemental instruction, and intensive basic skills courses. (Chapter 5 of this document addresses improving the quality and efficacy of basic skills instruction.)

Requirements for Implementation

- By following the procedures for establishing prerequisites or co-requisites outlined in Title 5 (Sections 55200-02) community college districts are already permitted to require students assessed below collegiate level to begin remediation before enrolling in many college-level courses. However, much of the curriculum is unrestricted.
- A more direct approach would be to adopt a new Title 5 regulation making the requirement explicit for all students at all colleges.



Recommendation

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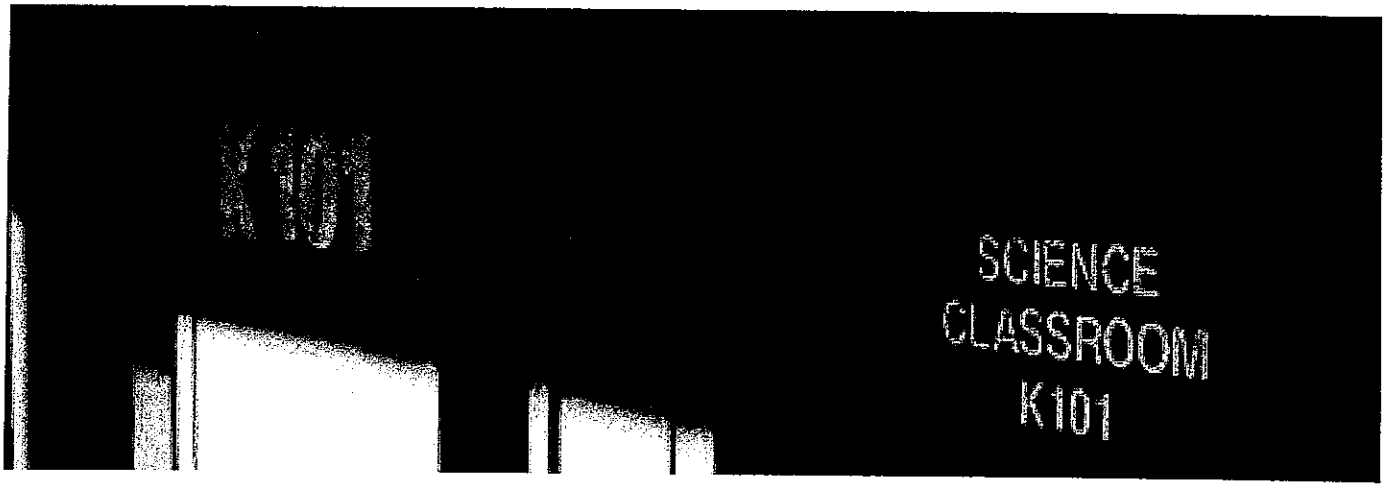
ALIGN COURSE OFFERINGS TO MEET STUDENT NEEDS



Policy Statement:

Community colleges will focus course offerings on meeting student needs.

Offer Courses that Align with Student Education Plans

Significant reductions in public funding have forced community colleges across the state to reduce the number of course sections they offer. As a result, the availability of courses is insufficient to meet the student demand in almost every area of the curriculum. At the beginning of each term, course sections close quickly and waiting lists are longer than ever before seen in the system.

Given this context, California Community Colleges must strategically focus the scheduling of courses to meet the needs of students who are seeking degrees, certificates, and specific job training. These high priority needs are at the core of the CCC mission and fundamental to helping Californians of all backgrounds to achieve their economic and social goals.

Under the recommendations contained in this report, colleges have an additional responsibility to align course offerings to the needs of students. Chapter 3 recommends specific incentives for students to develop and follow an education plan and includes consequences for students who fail to do so. Students cannot and should not be held accountable for enrolling in courses that are not made available to them in a timely manner by the colleges.

Use a Balanced Approach

The Task Force recognizes that the scheduling of courses is a complex matter that requires balancing numerous priorities of the college. In order to meet student and industry needs, colleges must shift from primarily relying on historical course scheduling patterns and instead utilize the numerous sources of data available to them as the basis for informed course scheduling. To help meet this end, Chapter 2 recommends that all matriculating students, as well as students enrolling for career advancement, complete an education plan. Coupling a more universal use of education plans with technology will provide colleges with access to valuable information about the future course needs of its students.

Fund Courses that Support Student Educational Plans

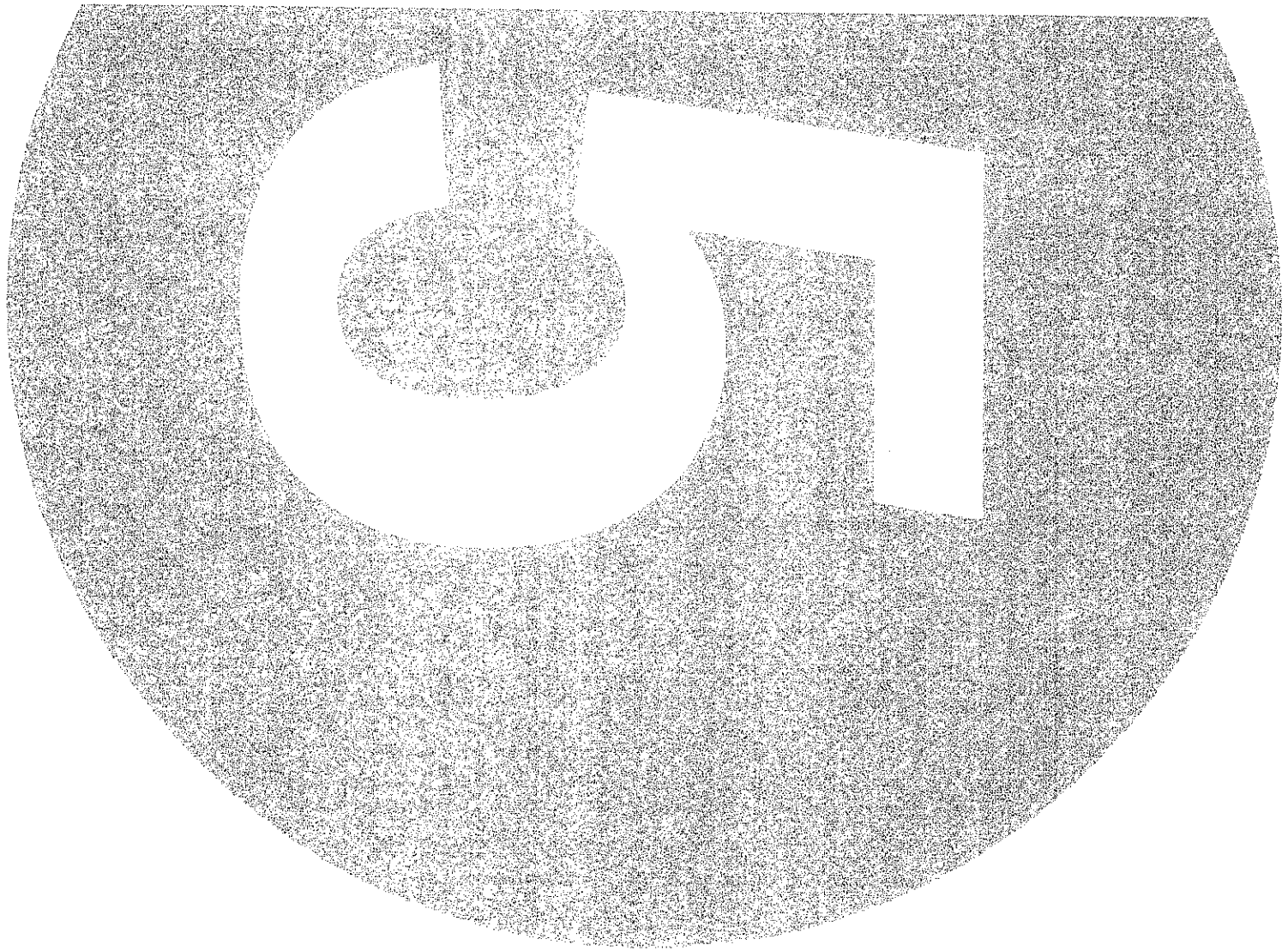
Further, the Board of Governors and the legislature should ensure that state subsidization for instruction, whether it be credit or noncredit courses, is used to support those courses that support a program of study and are informed by student education plans. Courses that do not support programs of study and that solely serve an enrichment or recreational purpose should not be subsidized with state funds. Rather, colleges should utilize community education and other local funding options to support such classes if they choose to offer them. Targeting state apportionment funding to support courses that are necessary to meet students' specific educational objectives will ensure that finite resources are used to meet high priority educational objectives in CTE, transfer, and basic skills.

Recommendation 4.1

Highest priority for course offerings shall be given to credit and noncredit courses that advance students' academic progress in the areas of basic skills, ESL, CTE, degree and certificate attainment, and transfer, in the context of labor market and economic development needs of the community.

Requirements for Implementation

- Colleges will review course offerings to ensure that courses supported with state apportionment funding advance student education plans, consistent with the priorities expressed in this recommendation. If necessary, statute and Title 5 regulations will be amended to specify that courses not in support of student educational plans may not be claimed for apportionment funding.
- Pursuant to Recommendation 7.1, the Chancellor's Office will work with administrators and faculty to develop and disseminate guidelines and best practices for addressing and implementing the priorities in this section. For instance, the CCCCO could assist colleges in establishing and expanding community education programs that respond to community needs while not diverting scarce public resources from higher priority instructional needs related to basic skills, transfer, and CTE.
- Develop appropriate systems of assessment, metrics, goals, and reports addressing student success and student completion in all categories of community college noncredit and/or adult education, including Career Development and College Preparation (CDCP) and other noncredit programs and courses that are part of a noncredit student's education plan.
- Chancellor's Office will develop systems by which colleges can use aggregated data from student education plans and programs of study to inform the development of course schedules.
- Amend statute and Title 5 as needed to explicitly allow colleges to enroll community education students *without* receiving credit or state funding in otherwise state-supported credit classes, where there is excess capacity in those classes.



Recommendation

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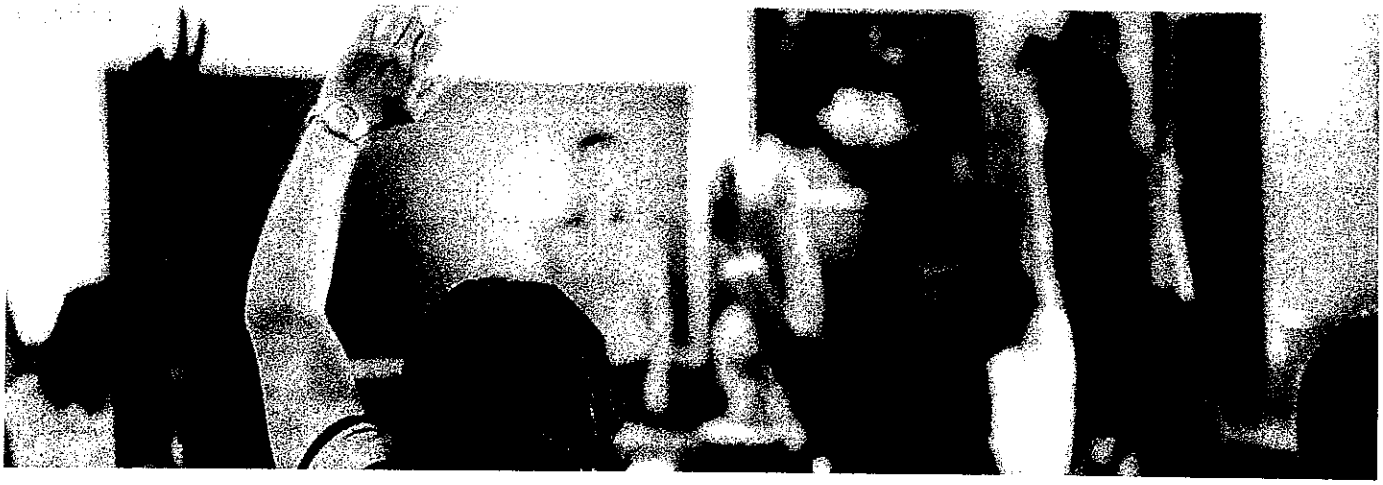
IMPROVE THE EDUCATION OF BASIC SKILLS STUDENTS



Policy Statement:

The community college system will develop a cohesive statewide framework for the delivery of basic skills educational services.

Need for Basic Skills Reform

In California, basic skills students often are "traditional" students who have matriculated through the K-12 system and arrived at the community colleges underprepared for college-level work. They may also be "nontraditional" students who are working adults returning to gain a degree or further career-based skills.

Overall, the picture for our basic skills students is sobering. Conservative estimates from national researchers show that 60 percent of all entering college students taking assessment tests assess as needing basic skills remediation. Yet, according to data compiled for the *Basic Skills Supplement* to the ARCC Report (March 2011), only 300,000 students (approximately 10 percent of all community college students) are enrolled in basic skills coursework in any given year. It is particularly worrisome that hundreds of thousands of students are in need of basic skills remediation but do not enroll in those courses.

The success data from the *ARCC Basic Skills Supplement* are equally concerning. Of students who begin a mathematics sequence four levels below transfer-level (16.2 percent of entering students are assessed at this level), only 25.4 percent ever achieve a certificate, degree, or transfer preparation. While students who begin one level below transfer-level (18.4

percent of entering students are assessed at this level) achieve one of these goals at the rate of 42.6 percent, that still leaves more than 50 percent of students failing to meet their educational goals. These general ranges are seen in students who begin at equivalent levels in basic skills English writing, reading, and English as a second language.

From an equity perspective, there is also cause for concern. Using the same data source (*Basic Skills Supplement*), Hispanics comprise over 40 percent of all basic skills enrollments, Blacks comprise 11 percent, Asians comprise 13 percent, and Whites comprise 22 percent. Within two years, Blacks have the lowest rate of successful completion of college-level mathematics at only 17 percent. Hispanics completed college-level mathematics at 25 percent, while whites and Asians completed college-level mathematics at 30 percent and 38 percent respectively. The disparity in completion rates underscores the need for our system to embrace the goal of measuring and working to close equity gaps.

As we confront this crisis in basic skills, the problem that faces our system is one of magnitude and resources. We must develop a responsive system of education that clearly outlines the pathway and the interventions necessary for student success and reflects an institutional commitment to commensurately deploy resources to optimize increasingly limited dollars.

Professional Development is Key

Central to the creation and implementation of a cohesive framework for the delivery of basic skills is the use of professional development (as discussed in Chapter 6.) In many cases, the changes necessary to increase student success and completion require faculty and staff to build new skills or hone existing skills. Faculty, staff, and administrators need consistent, thoughtful, and productive professional development activities that are tied to the desired outcomes.

While many community college groups (the Academic Senate, the CIOs, the CSSOs, 3CSN, 4CSD, the Research and Planning Group, and the Chancellor's Office) have provided professional development to improve basic skills instruction and supports in the state, statewide coordination of what is now a completely-locally-determined professional development activity is needed if systematic change is to be accomplished.

Need to Scale Practices that Work

System-wide efforts such as the Basic Skills Initiative have made initial inroads into addressing basic skills and the students who need them. Scattered throughout the state are successful basic skills interventions that are moving towards college-scale in terms of impact. However, elsewhere, many colleges still struggle with how best to tackle this pervasive issue, and the struggle becomes more desperate as resources are further constrained.

Therefore, it is now time to overlay local efforts with a more structured statewide framework that provides support for research-based approaches to basic skills interventions, support for bringing successful interventions to scale, support for making the financial decisions necessary for implementation, and support for the intersegmental conversation needed to serve all adult learners in the state.

Basic Skills is a Shared Responsibility with K-12

Addressing basic skills is a shared responsibility between K-12 and the community colleges. Thus, activities regarding alignment and messaging with K-12 and our public four-year institutions are key components of this report and are addressed in Chapter 1. It is important to note that approximate-

ly 68 percent of entering CSU freshmen require remediation, making it apparent that, as a state, we must provide K-12 education in new ways to ensure that students are college-ready. At the same time we work intersegmentally to address improving the educational pipeline, as community colleges, we must develop new methods of ensuring that those students who enter our colleges unprepared for college level work receive the instruction and services needed to help make them successful.

Balancing Needs of the CCC System

Competency in basic skills (reading, writing, and mathematics) prior to entering a community college is a key challenge for California. While addressing the basic skills needs of students is a central mission of the community college system, the time and resources devoted to basic skills instruction need to be balanced with the other missions of the system, namely occupational training, college-level academic preparation, and transfer. The Task Force is aware that existing resources need to be allocated judiciously to accomplish these three primary missions. This will involve further prioritizing of the apportionment streams and more directed uses of discretionary funds such as those provided for the Basic Skills Initiative.

Recommendation 5.1

Community Colleges will support the development of alternatives to traditional basic skills curriculum and incentivize colleges to take to scale successful model programs for delivering basic skills instruction.

The Task Force believes that the community college system must foster more effective basic skills instruction on a large scale. We cannot simply place students into classes that use the same mode of instructional delivery that failed to work for them in high school. Within the system, colleges have developed or adopted alternatives to the traditional curriculum that show great promise in revolutionizing the delivery basic skills instruction to adults. For example: (1) the use of learning communities; (2) modularized instruction; (3) intensive instruction; (4) supplemental instruction; (5) contextualized learning—particularly within Career Technical Education Programs; and (6) team teaching, all illustrate new and innovate ways of teaching adults.

There are also new models that have yet to be created. Community colleges can—and should—provide incentives for developing alternatives to traditional curriculum and taking to scale model programs that work.

Requirements for Implementation

- Authorize the reallocation of Basic Skills Initiative (BSI) dollars in the annual Budget Act.
- Chancellor's Office will adopt amended guidelines to redistribute the BSI funding to:
- Target a fixed portion of the money to specifically incentivize faculty redesign of curriculum and support innovations in basic skills instruction.
- Develop clear curricular pathways from basic skills into collegiate-level coursework.
- Amend Title 5 regulations to remove the requirement that supplemental instruction, with regards to basic skills support, be tied to a specific course. This would explicitly enable the use of supplemental instruction for the benefit of basic skills students.
- Under current regulation (Title 5 Sections 58050 and 58172), apportionment can only be claimed for supplemental instruction provided through a learning center if the hours of instruction are tied to a specific course and the hours are laid out in the course outline of record for the course. Given that the needs of basic skills students vary and are hard to predict, such restrictions prevent colleges from funding this form of support for basic skills students.

Recommendation 5.2

The state should develop a comprehensive strategy for addressing basic skills education in California that results in a system that provides all adults with the access to basic skills courses in mathematics and English. In addition, the state should develop a comparable strategy for addressing the needs of adults for courses in English as a second language (ESL.)

Improve Coordination of K-12 and Community College Basic Skills Programs

The community colleges, with their K-12 and community-based partners, should develop a clear strategy to respond to the continuum of need in order to move students from educational basic skills to career and college readiness. This plan should include:

- Improved availability and quality of advising and counseling services for basic skills students, providing them a clear pathway to reaching their academic goals.
- Increased preparedness for faculty and staff on the special needs of basic skills students.
- Identification and funding of best practices in basic skills delivery, in both student services and instructional programs, that support moving students more effectively and efficiently to career and transfer readiness.
- Identification of the appropriate credit and non-credit levels to be delivered by each education segment making sure to provide "safety nets" and an appropriate overlapping of services to provide all students with access to basic skills instruction.

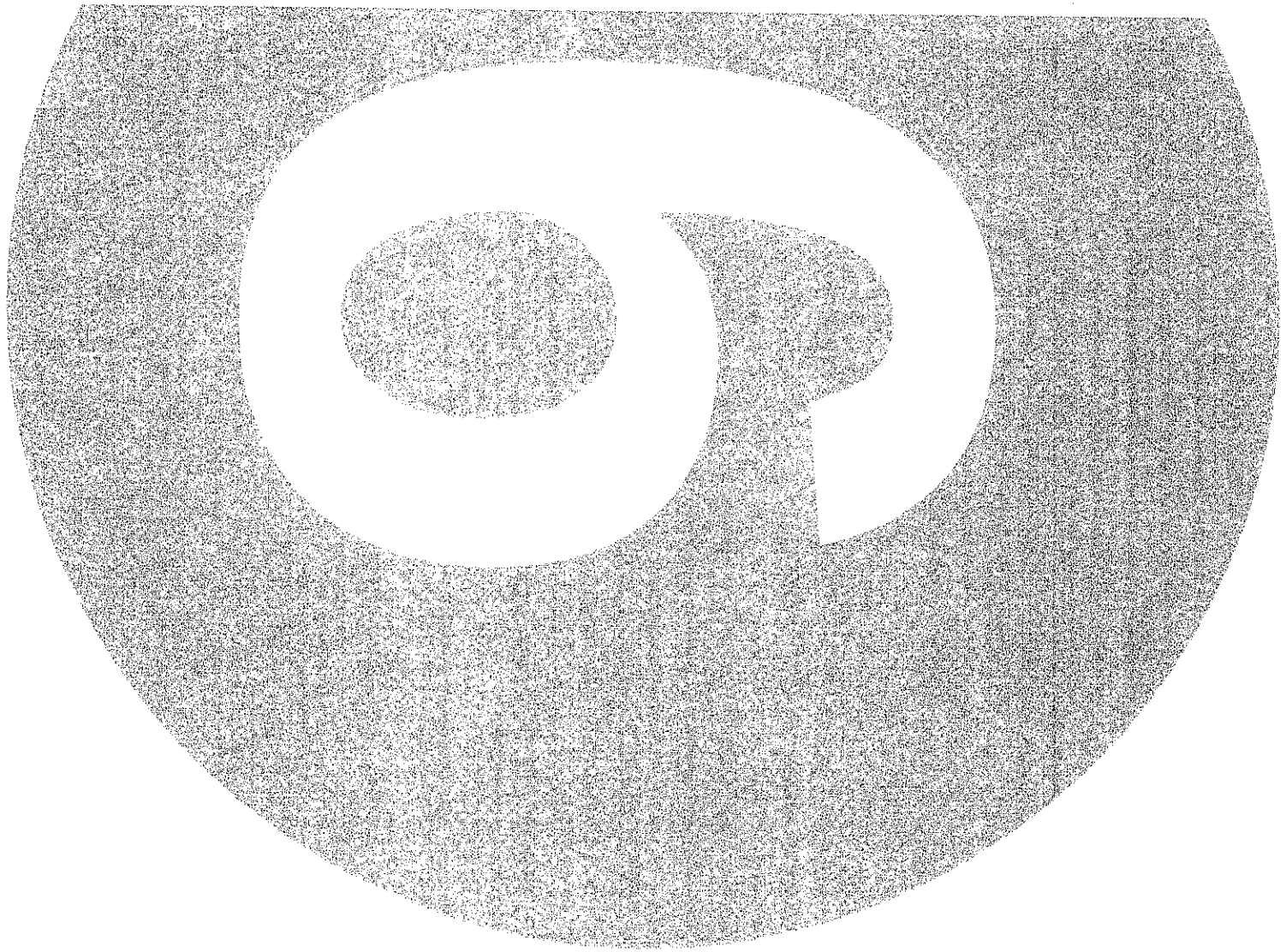
Demise of Adult Education

Failure to address the basic skills needs of the state will have lasting negative impacts on hundreds of thousands of Californians as well as the state's economy and social climate. The Governor and Legislature should reexamine the implementation of K-12 budgetary flexibility for adult education funds, and the resulting redirection of funds intended to support these programs, to determine if this practice is consistent with California's current social and economic needs.

As part of the *2009-10 State Budget*, K-12 school districts were given the authority to redirect categorical program funding originally appropriated for specified programs. As a result, roughly $634 million in Adult Education funds were made available for school districts to shift to support other K-12 categorical programs that had experienced deep funding cuts. Based on recent estimates, school districts have exercised this option and transferred approximately $300 million out of Adult Education programs. It is important to note that the decision to redirect funds is made at the district level and therefore program implementation varies from district to district. Statewide, the substantial reduction in support for K-12 adult education programs has resulted in increased demand on community colleges to provide education to this population in addition to current students' needs for noncredit and credit basic skills courses. Unfortunately, due to budget cuts, community colleges do not have the capacity to expand course offerings to meet this increased demand. As a result, large numbers of adults in need of basic skills education have gone unassisted. In addition, the considerable local variation in programmatic decisions by K-12 districts has resulted in a fractured system of basic skills delivery to an already needy yet essential segment of the California population.

Need for Legislative and Gubernatorial Direction

State leaders need to determine if the current flexibility over K-12 adult education funds is consistent with state economic and social needs and whether these funds should be rededicated to serving basic skills needs. They should also determine whether these programs would best be placed in the K-12 or community college system and provide funding commensurate with the task.



Recommendation

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REVITALIZE AND RE-ENVISION PROFESSIONAL DEVELOPMENT

Policy Statement:

The community college system will develop and support focused professional development for all faculty and staff.

Need for Professional Development

Ongoing professional development is a fundamental component of supporting systemic change that will improve student success. Without a sustained and focused approach to professional development, individual institutions, let alone an entire educational system, cannot expect to change attitudes, help faculty and staff rethink how their colleges approach the issue of student success, and implement a continuous assessment process that brings about iterative improvement. This type of change will not happen overnight. The end result envisioned by the Task Force will need to emerge through years of refinement.

History of Professional Development

Support for professional development in the California Community Colleges has been mixed. While recognition was given to the important role of professional development in the landmark community college reform bill AB 1725, the stated goal of providing specific funding to support on-going professional development has never been reached. Today, most colleges attempt to carve out support from the general fund, but financial pressures have continued to erode institutionally supported professional development. Some colleges have relied on outside grants for professional development to faculty, but for the

most part these strategies are limited to boutique programs rather than campus-wide approaches. The Basic Skills Initiative (BSI) has provided some funding for professional development, but these funds are modest. Furthermore, in spite of the best intentions of those hired to provide professional development at the colleges, professional development activities have tended to focus on short-term programs or one-time workshops rather than providing the sustained engagement with ideas and processes that, research has shown, has a greater chance of bringing about real change.

Flex Days

Education Code 84890 (Statutes of 1981) allowed community colleges to move away from the standard 175-day instructional calendar that was a holdover from the K-12 system and instead use up to 15 days per year for professional development [see Title 5 sections 55720-55732]. Most colleges utilize a combination of fixed and flexible days. Fixed days require faculty and staff to attend mandatory programs determined by the college while flexible days are used for faculty-determined activities, such as conferences, coursework, and research. Today, fixed professional development days are comprised largely of campus-wide activities such as convocations, state-of-the-college presentations, and departmental meetings. Workshops related to effective teaching and student success are also offered, but, as stated above, suffer from being of limited duration and thus of limited effect overall.

Under the current regulations, the following are allowable staff development activities under a flexible calendar:

1. Course instruction and evaluation;
2. In-service training and instructional improvement;
3. Program and course curriculum or learning resource development and evaluation;
4. Student personnel services;
5. Learning resource services;
6. Related activities, such as student advising, guidance, orientation, matriculation services, and student, faculty, and staff diversity;
7. Departmental or division meetings, conferences and workshops, and institutional research;
8. Other duties as assigned by the district.
9. The necessary supporting activities for the above.

The Flexible Calendar Program Numbers

In the 2009-10 academic year, the community college system converted almost three percent of its instructional days into professional development days.

The Task Force believes that, as a community college system, we must adopt a more systemic and long-term approach to professional development. Without this change, colleges will be unlikely to achieve the changes necessary to increase the success of our students. Because classroom reform is essential to improving outcomes for students, faculty should be the primary focus of professional development efforts, including part-time faculty, who teach up to 50 percent of the courses on a given campus.

Recommendation 6.1

Community colleges will create a continuum of strategic professional development opportunities, for all faculty, staff, and administrators to be better prepared to respond to the evolving student needs and measures of student success.

To accomplish major changes in the California Community Colleges, professional development must be at the center of the discussion. In many cases, the changes necessary to increase student success and completion require building new skills or honing existing skills. Faculty, staff, and administrators need consistent, thoughtful, and productive professional development activities that are linked to a state agenda for student success.

The Board of Governors and the California Community Colleges Chancellor's Office should embrace a statewide, highly visible leadership role related to professional development. As California prepares to address key issues, whether they are instructional, fiscal, safety, or intersegmental, professional development of community college personnel is key. Given the level of responsibility granted to the Academic Senate on instructional matters, the Board of Governors and the Chancellor's Office should work with the Academic Senate to identify and put forth best practices related to the use of professional development for faculty.

Requirements for Implementation

- The Chancellor's Office, in partnership with the Academic Senate on issues related to faculty, will identify best practices related to the use of professional development and encouraging colleges to link locally-mandated professional development activities to a set of statewide objectives and then measure movement towards those objectives.
- Authorize the Chancellor's Office and/or the Board of Governors to recommend specific professional development purposes for flex days.
- Ensure that professional development is equitably focused on part-time faculty.
- The Chancellor's Office should explore the use of myriad approaches to providing professional development, including regional collaboration and expanding of the use of technology.

Recommendation 6.2

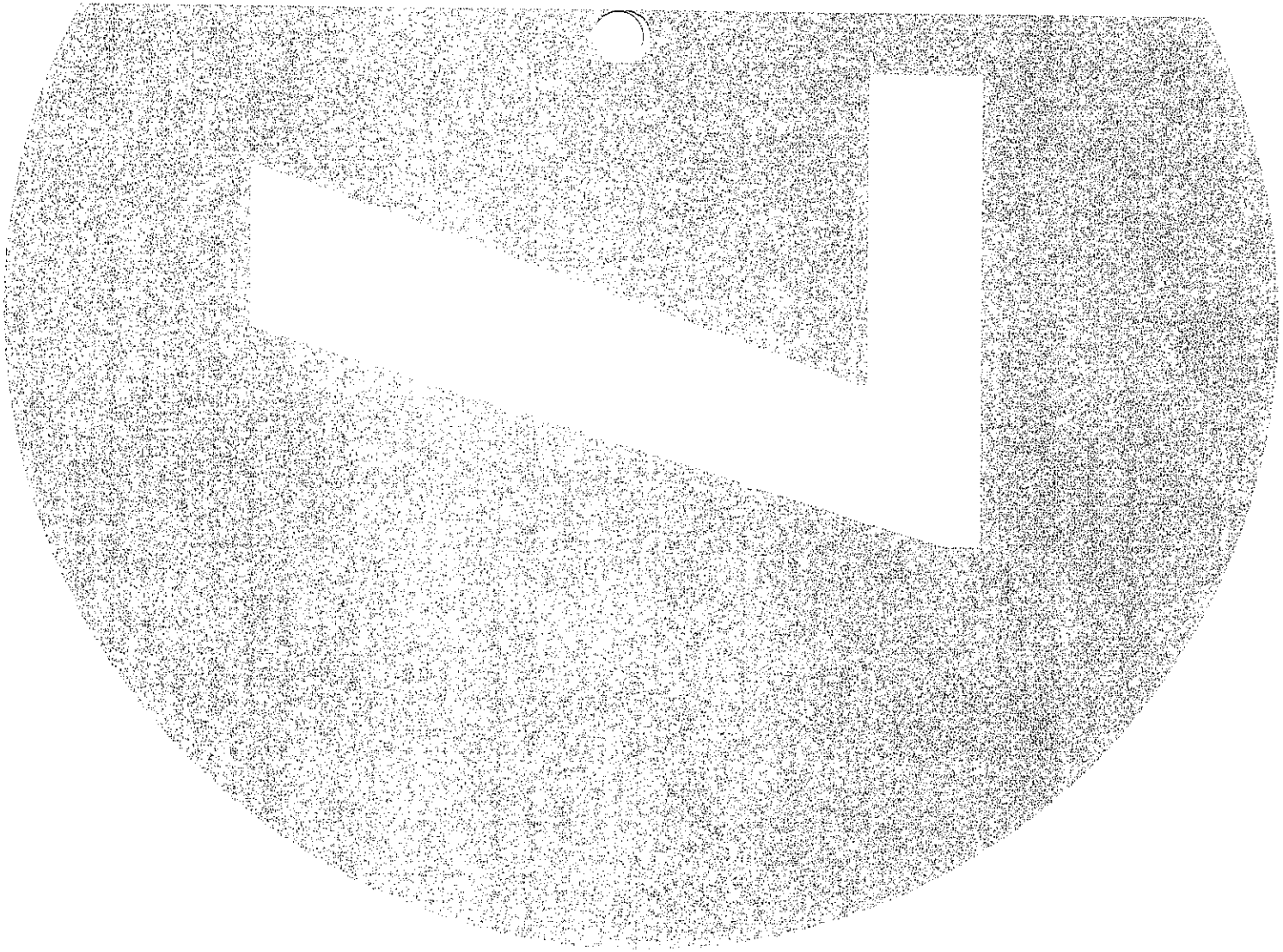
Community Colleges will direct professional development resources for both faculty and staff toward improving basic skills instruction and support services.

In addition to the flexible calendar program for the community colleges, there are allocations directed by the Legislature specifically toward basic skills professional development. These allocations should not only continue but be expanded to provide continuous and thorough support for faculty and staff in the issues related to basic skills instruction and student support services. The pedagogical approaches to be included should respond not only to discipline issues but also within the context of economic and cultural differences of students.

In addition to the specific professional development funds available through the annual Budget Act, California should continue to direct and coordinate special programs in vocational education, economic development, science, mathematics, categorical areas, and others in order to integrate basic skills improvement throughout the entire community college system.

Requirements for Implementation

- The Chancellor's Office will organize the Basic Skills Professional Development funds to align with the recommendations of the Task Force.
- The Chancellor's Office will include the improvement of basic skills instruction within the various funding sources available for professional development, including vocational education, economic development, and appropriate categorical programs.
- Part-time faculty should be equitably supported by college professional development activities related to basic skills improvement.



Recommendation

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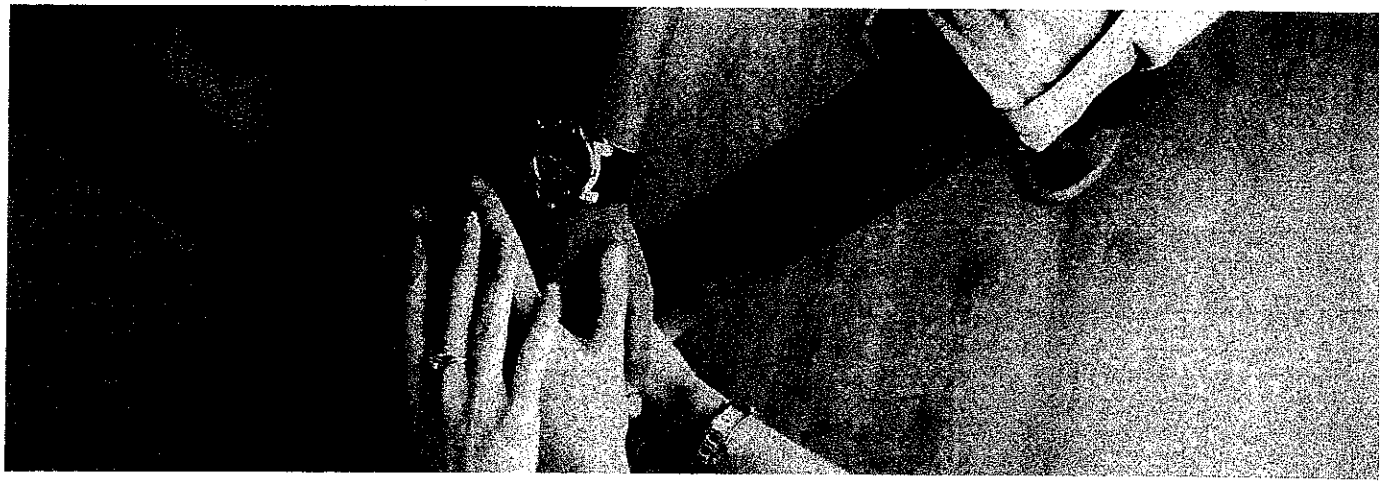
ENABLE EFFICIENT STATEWIDE LEADERSHIP AND INCREASE COORDINATION AMONG COLLEGES



Policy Statement:

The state should promote greater state-level support and coordination, including the implementation of a new goal-setting framework so that California's diverse community colleges can function more as a system.

Need for a Stronger Community College System Office

Successfully implementing system-wide reforms to improve student outcomes in the California Community Colleges will require stronger state-level leadership and coordination than currently exists. The community college system needs a structure that can both drive and ensure fidelity to statewide efforts aimed at improving student outcomes. Improved sharing of data, common goal setting, and a stronger Chancellor's Office are foundational to implementing system-wide reform and refocusing the system on improving student outcomes.

For example, the implementation of key recommendations in this report, such as aligning college-readiness standards and assessment tools; improving the identification and dissemination of best practices; sharing longitudinal K-12 data; state and district goal setting; providing technical assistance for districts; and creating a student-oriented technology system, all rely heavily on stronger and more coordinated state-level leadership.

Comparison with California's Other Higher Education Systems

Each of the three public higher education segments in California has a central office charged with leading, coordinating, and administering the respective systems. Of the three, the California Community Colleges Chancellor's Office has, by far, the least direct control over campuses within its system. Unlike the UC Office of the President and the CSU Chancellor's Office, the CCC Chancellor's Office is a state agency under the control of the Governor. While the Governor makes appointments to all three system's governing boards and all three boards appoint their respective CEOs, only the CCC Chancellor lacks the ability to appoint senior management staff such as vice chancellors. This inability to manage the senior management team reduces the authority of the Chancellor and diminishes the Chancellor's ability to lead the system. The authority of the CCC Chancellor's Office is also impaired by state control over its regulatory power. Unlike the other higher education segments, the CCC must obtain the approval of the Department of Finance before enacting regulations affecting the community college districts.

Role that Stronger Chancellor's Office Would Play

While local district control remains a bedrock principle of the CCC system, many of the colleges face common challenges that could be most efficiently addressed through more structured leadership from the Chancellor's Office. For example, colleges often develop extremely effective educational programs that could benefit all of the colleges, but the system lacks a robust mechanism for disseminating effective best practice information to the colleges. Further, recommendations contained in this chapter call on districts and colleges to establish student success goals and to align those goals with state and system-wide priorities. To effectuate this recommendation, a stronger Chancellor's Office is needed to coordinate and oversee those efforts.

In some cases, groups of colleges within a region could benefit from collaborating to address issues unique to those regions. While there are examples of regional collaboration among districts, these have been the exception rather than the rule. A stronger Chancellor's Office, oriented towards student success, would help coordinate and incentivize regional approaches to delivering programs.

Past Attempts

Proposals to strengthen the CCC Chancellor's Office have been included in past statewide educational planning processes. For example, prior reports by The Little Hoover Commission and legislative reviews of the Master Plan for Higher Education have included recommendations to better align colleges through a more robust CCC system-wide office. For a variety of reasons these proposals have not been adopted.

California is at a critical economic juncture, and community colleges, through the recommendations contained in this report, are committed to reorienting themselves toward ensuring students succeed. Without more authority in the Chancellor's Office to help colleges implement these recommendations and hold them accountable for positive change, the impact of the recommendations contained within this report will be substantially weakened.

Recommendation 7.1

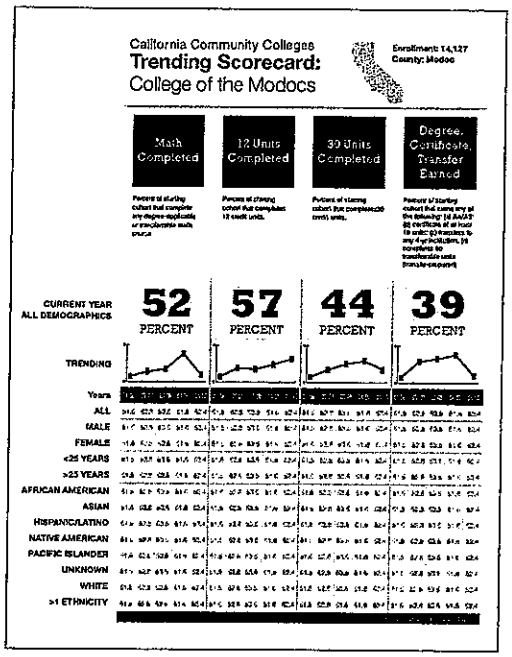
The state should develop and support a strong community college system office with commensurate authority, appropriate staffing, and adequate resources to provide leadership, oversight, technical assistance and dissemination of best practices. Further, the state should grant the Community College Chancellor's Office the authority to implement policy, consistent with state law.

Requirements for Implementation

- Grant the Board of Governors authority to appoint vice-chancellors.
- Amend statute (Education Code 70901.5) to allow the Chancellor's Office to promulgate Title 5 regulations without obtaining approval from Department of Finance.
- Revise funding for the Chancellors Office by financing the office through alternative means.
- Centrally fund statewide initiatives (technology and professional development).
- Retain annual current Budget Act authority appropriating funds for the Academic Senate and add budget authority for the Student Senate to support the critical roles of these groups in the shared governance process.
- The Chancellor's Office should adopt a regional framework to help colleges collaborate and developing a robust system of disseminating best practice information and technical assistance to local colleges.

Recommendation 7.2

In collaboration with the Chancellor's Office, districts and colleges will identify specific goals for student success and report their progress towards meeting these goals in a public and transparent manner (consistent with Recommendation 7.3).



Sample "scorecard" — example purposes only.

Requirements for Implementation

- The Chancellor's Office, in consultation with the internal and external stakeholders, will establish an overarching series of statewide goals, with districts and individual colleges prioritizing these goals and establishing strategies that address local considerations.
- In order to focus attention on closing persistent equity gaps, these goals will include sub-goals by race/ethnicity.
- The Chancellor's Office will implement robust accountability reporting (via a publicly understandable "scorecard" per recommendation 7.3), which will include progress made on intermediate measures of student success as well as completion outcomes.
- To the extent possible, implementation of this recommendation will rely on existing ARCC measures. When additional data elements are needed to support the goal setting function, consideration will be given to which other data elements can be retired to offset the new reporting requirements placed on districts.
- Implementation of recommendation 7.1 is critical to ensuring that local goals are aligned with state and system-wide measures of student success and that accountability "scorecards" are implemented in an effective way.

Recommendation 7.3

Implement a student success scorecard.

In order to increase both public and institutional attention to student success, the California Community Colleges will implement a new accountably tool that will present key student success metrics in a clear and concise manner. These scorecards will be posted at the state and local levels to help focus the attention of educational leaders and the public on student performance. In order to concentrate state and local efforts on closing equity gaps, the scorecards will be disaggregated by racial/ethnic group. The scorecards are intended to promote meaningful policy discussions not only within the community colleges, but also with our colleagues in K-12 schools, business, local government, and other key groups.

The success metrics included on the scorecard would include both intermediate "momentum" points and completion outcomes. Examples of intermediate outcomes include: rate of earning 15 units, 30 units, and 60 units; completion of a degree-applicable or higher-level course in math and English; basic skills improvement rate; rate of term-to-term persistence; and ESL improvement rate. Completion outcomes would include earning a certificate, an associate degree, and transferring to a four-year institution. In assessing progress, each college would be compared against its own past performance rather than statewide averages or artificially created peer groups. The Chancellor's Office will develop scorecard metrics and format, in consultation with internal and external stakeholders.

This proposed scorecard would be built on the existing Accountability Reporting for Community Colleges (ARCC), our statewide data collection and reporting system. It is the intent of the Task Force that by implementing the collective recommendations in this report, especially those related to using technology to create student education plans, ARCC will be able to capture more robust data identifying students' educational goals and intent. It should be noted that while ARCC has proven itself to be an extremely effective system for gathering and reporting a broad range of institutional and student-level data from the colleges, there are limitations, including the ability to closely follow the outcomes for students taking less than 12 units.

The key difference between ARCC and the new scorecard is that, under this recommendation, local scorecards would present a distilled subset of data, including outcomes for students taking less than 12 units, in a brief format that will help to focus attention on the system's current student success efforts.

Requirements for Implementation

- No statutory changes are needed to develop the scorecard format and reporting process.
- Amend Title 5 to require local boards to discuss the scorecard at a public hearing and certify its content. Colleges would then publicly post their scorecard on websites and at physical locations and the Chancellor's Office would make results for all colleges readily available for public view.
- Implementation of the scorecard process would be required as a condition of receiving funding under the Student Support Initiative (see Recommendation 8.1).

Recommendation 7.4

The state of California should develop and support a longitudinal student record system to monitor student progress from elementary through postsecondary education and into the workplace.

Linked student-level data is tremendously useful to help determine what is working and what is not working to improve student achievement. Under the present system, educational records are housed at each of the segments (CCC, CDE, CSU, UC) respective headquarters. While these institutions routinely share data for a variety of mandated reports and studies, data has not been aggregated centrally or leveraged to improve student instruction or develop centralized student support systems.

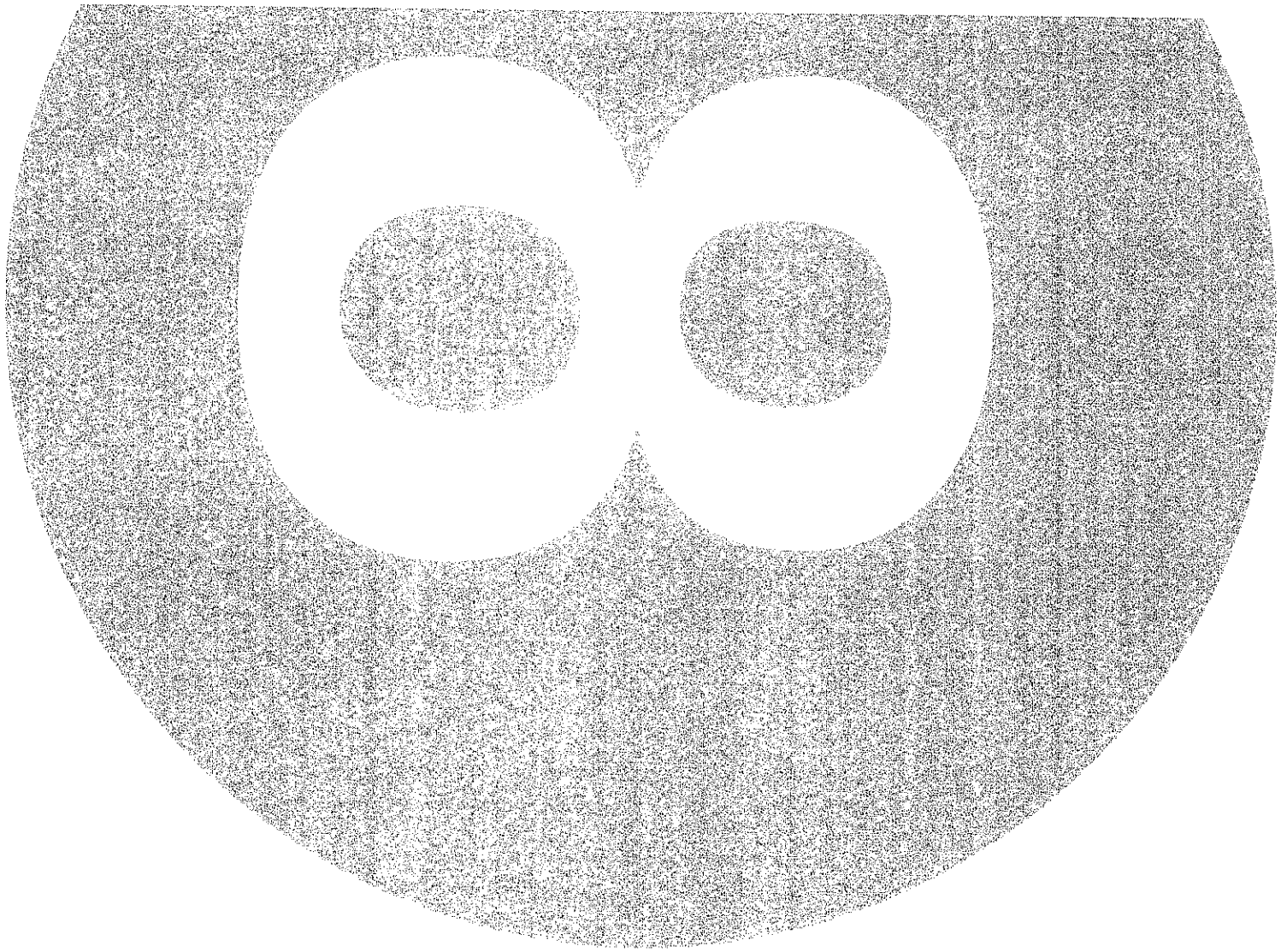
The community colleges need system-wide student-level data that can link to the other higher education segments, K-12, and workforce records in order to analyze progress and identify, improve, and implement strategies that are effective at improving student outcomes. The necessity to target resources to support effective strategies has increased as the state budget crisis has led to significant cuts in funding for public education. Information on what is working allows the state to set funding priorities that maximize positive impacts and put students' needs first.

Shared student-level data is also needed to unite the colleges' work to improve student completion. Many community college students transfer among colleges during their educational career or take courses at more than one college at the same time. A shared data system would allow colleges to synchronize assessments, use a common standard to determine readiness for credit bearing coursework, and aggregate academic records. Further, robust data would better enable faculty members to incorporate post-enrollment student outcomes into their curriculum development.

Robust and reliable linked data are essential both for in-person and online education planning and advisement, the implementation system-wide enrollment priorities, and the ability of colleges to match course offerings with actual student educational pathways. Without good student-level information, neither counselors nor online tools will be able to effectively provide the guidance necessary to help students select courses and sequence those courses in a manner appropriate to their program of study. Such data is also needed maintain transcripts and monitor students' degree status so students not only know how to pursue their postsecondary goals, but also are also aware of when they have reached them. Because of the lack of coordination between community colleges today, many students continue to take courses even after meeting the requirements for a certificate or transfer to a UC or CSU simply because they are not aware that they have completed the requirements. Shared data is essential to making the system more efficient and to improve student completion of their academic goals.

Required for Implementation

- Secure a commitment from the education segments for the development of a longitudinal K-20/wage data warehouse and the creation of an educational research resource.
- Chancellor's Office, together with the other education segments and the labor agency should procure one-time funding (including grant and philanthropic funding) for database development.



Recommendation

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ALIGN RESOURCES WITH STUDENT SUCCESS RECOMMENDATIONS

Policy Statement:

Both the redirection of existing resources and the acquisition of new resources will be necessary to implement the recommendations contained in this report.

In developing its recommendations, the Task Force took care to work within reasonable assumptions of available state funding. Clearly the current economic recession and California's lingering structural budget shortfall will continue to constrain the ability of the state to make new large-scale investments in the community colleges. For this reason, the Task Force crafted its recommendations to be viable within a reasonable range of fiscal scenarios.

Throughout this document, many recommendations are designed to make the colleges and the system as a whole more efficient, by improving productivity, lowering costs and better targeting existing resources. The resources saved by implementing these recommendations can then be reinvested to advance the system's student success efforts. The following is a list of resource saving strategies included in previous chapters of this report:

- Improving enrollment and registration priorities to focus scarce instructional resources on the most critical educational needs;

- Centralizing the implementation of assessment, technology, and other initiatives to achieve greater economies of scale;
- Modifying the Board of Governors Fee Waiver program;
- Expanding the use of technology to promote efficiency and effectiveness;
- Identifying best practices that can be achieved by redirection of local resources.

Despite efforts to contain costs, many aspects of these recommendations will require additional funding in order to implement them at scale and achieve significant positive impacts on student outcomes. Notably, expanding the use of diagnostic assessments, orientation, and education planning as well as having sufficient full-time faculty, including counselors, have been identified as critical elements for our colleges to better serve students.

Under the current community college funding model and within the system's current funding levels, it is not feasible to expand these practices to the degree necessary to spur systemic improvement. However, with an additional state investment, coupled with the reallocation of existing community college funding and the expanded use technology, we believe it is possible to implement system-wide improvements capable of yielding substantial increases in student outcomes.

Recommendation 8.1

Encourage categorical program streamlining and cooperation.

Over time, the Legislature, often at the urging of the community college system, has developed categorical programs to address specific priorities and concerns. In the community colleges, these programs were designed to ensure that: (1) traditionally underserved populations of students received services, (2) money was available to support the needs of part-time faculty, and (3) a mechanism existed to centrally fund core programs and services or to designate that dollars be spent for specified, yet critical programmatic purpose.

While well intentioned, the cumulative effect of this budget practice has been to create 21 separate programs that local colleges must manage and coordinate as they attempt to focus on the ultimate objective of helping students achieve their educational goals. Further, while each categorical program benefits the students being served by that particular program, every year hundreds of thousands of otherwise eligible students go without assistance due to capacity constraints.

While the Task Force does not recommend that the current budget structure be changed, it does believe that community colleges should move away from a strict categorical funding approach. The Task Force believes that the current approach results in organizational silos that are inefficient create unnecessary barriers for students in need of critical services and detract from the need for local colleges to have control and flexibility over their student outcomes and resources.

To address these issues, the Task Force recommends that:

- State leaders (including the Legislature and Board of Governors) review the administration and reporting requirements of the various categorical programs and streamline them where needed. Reporting requirements would be reoriented away from inputs and activities and toward outcomes that reflect the student success goals of the Task Force plan.
- Colleges and programs strive to break down programmatic silos and voluntarily collaborate in an effort to improve the success of students.

Recommendation 8.2

Invest in a student support initiative.

At the heart of this report is the need to improve and expand core student support services such as diagnostic assessments, orientation, and education planning in order to help students successfully navigate the community college environment. Bolstering these support programs will require reprioritization of resources at the state and local levels, and increased use of innovative technologies, as well as additional state investment.

While innovation and reprioritization will be necessary, the reality is that without additional investment by the state, the ability of colleges to implement many key elements of this report, particularly in the area of student support services, is in jeopardy. Accordingly, the state and the community college system should set as a top priority for additional state funding the investment in a new Student Support Initiative.

- The Student Support Initiative would rename and encompass the current Matriculation program thus elevating the prominence of the program.
- Beginning with the *2012-13 State Budget*, a top priority for new monies appropriated to the system would be to augment the Student Support Initiative.
- These funds would be directed to community college districts to make strategic local investments in activities and programs that are necessary to promote student success, including but not limited to implementing diagnostic assessments, orientation, and education planning.
- Receipt of these funds by a district would be conditioned on the district developing and submitting to the Chancellor's Office local student success plans that are consistent with state and local district goal setting (as outlined in Chapter 7). Plans will identify specific strategies and investments over a multi-year period.
- Further, as a condition of receiving Student Support Initiative funds, districts would be required to implement the common assessment proposed in Recommendation 2.1 and the accountability scorecard described in Recommendation 7.3.
- The Chancellor's Office will monitor district progress towards meeting goals, both in terms of programmatic implementation and also student success metrics.

Requirements for Implementation

- Amend the annual Budget Act, Statute, and Title 5 regulations to fund and implement the new Student Support Initiative as outlined above.

Recommendation 8.3

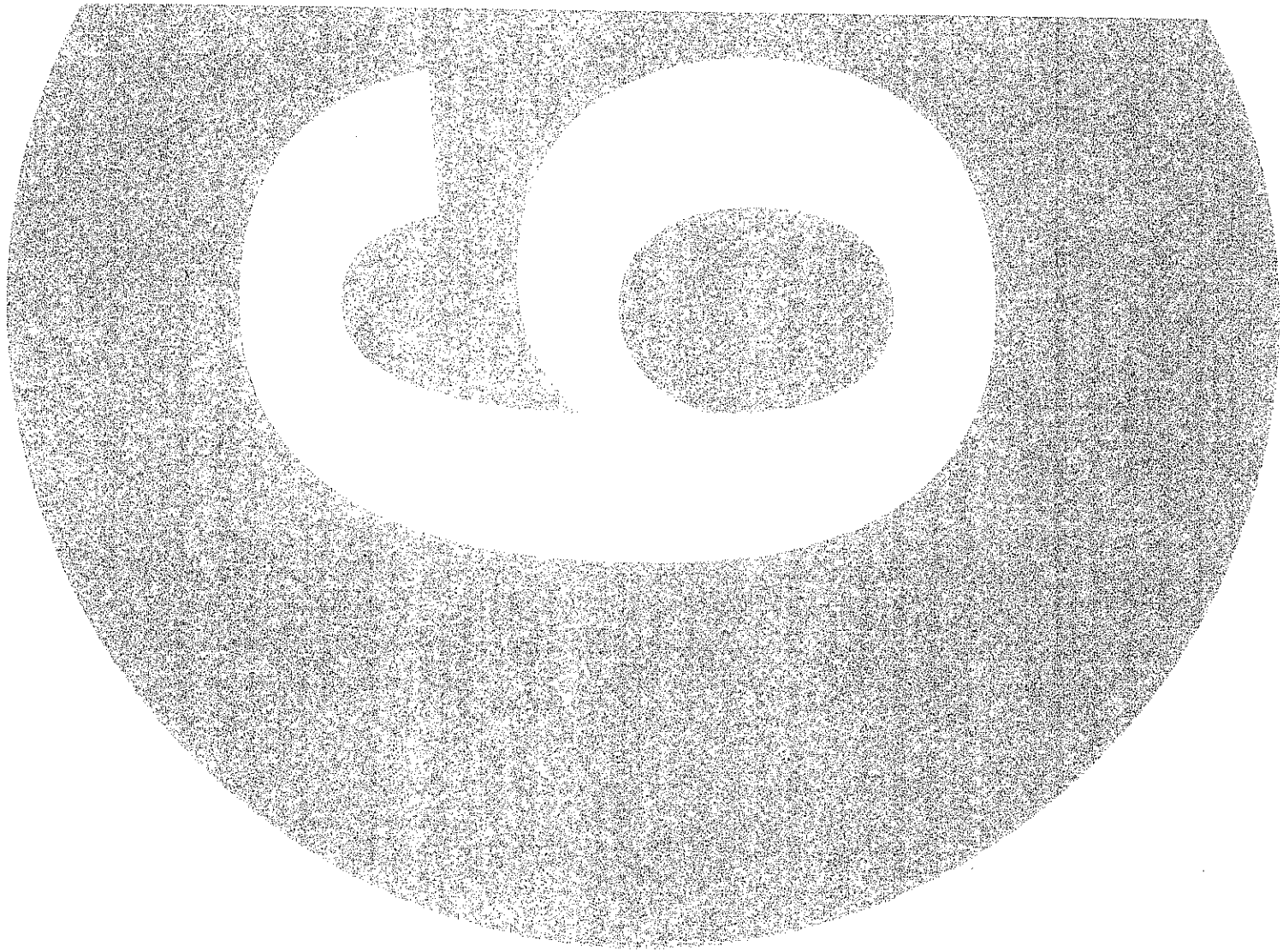
Encourage innovation and flexibility in the delivery of basic skills instruction.

Helping students to successfully master basic skills requires a range of interventions, from innovative pedagogical strategies to proactive student support services. The right combination of interventions varies across colleges and across student characteristics there is no "one size fits all" model. In addition, the intensity and timing of interventions needed to help students progress in basic skills acquisition also varies considerably. Despite the significant differences in individual student needs, resources are currently allocated to all community colleges for all basic skills students according to an FTES funding model which may not encourage innovation in curricular design, support services, or other areas that impact student success.

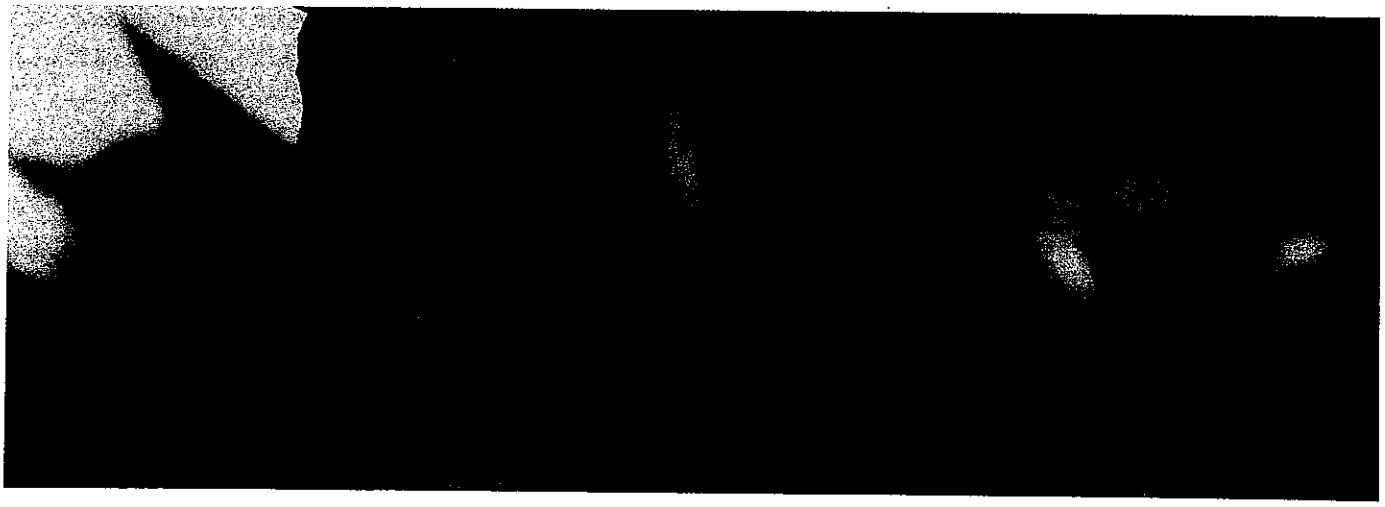
To allow greater local innovation in the delivery of basic skills, the Task Force recommends developing alternative funding models that would allow colleges to pilot new strategies for addressing the basic skills needs of students. This approach would allow districts to implement new approaches based on student need rather than on the timing and structure of the standard community college funding allocation model. Possible pilot strategies would address such areas as support services, curricular redesign, and improved success at the sequence level, the course level, or both. Colleges would receive funds to provide innovative instruction, not as a consequence of students having achieved stated goals.

Requirements for Implementation

- Allow a college, with the concurrence of its local academic senate, to seek the approval of the Chancellor's Office to pilot innovative ways of delivering basic skills instruction that would be supported by regular FTES funding.
- Amend statute and the annual Budget Act to provide the Chancellor's Office with the authority to allocate apportionment funding to colleges to implement innovative basic skills pilots. The amount of funding provided to a college under this alternative funding model would be equivalent to what a college would have earned to serve the cohort of students under the standard funding model.
- Funding would be provided to participating districts as a lump sum and would not be tied to performance outcomes. Rather, the intent is to allow for local innovation and experimentation in basic skills delivery.
- Colleges participating in alternative funding models would be eligible for exemption from the attendance rules that are contained in the regular FTES funding model.
- In order to assist in the identification of effective practices, colleges would report on student outcomes such as successful course completion, term-to-term persistence, and subsequent enrollment in transfer-level courses.
- A district's ongoing participation under these alternative models would be contingent upon demonstration of improved student success rates.



A Review of Outcomes-Based Funding



As part of its statutory charge, the Task Force studied outcomes-based funding as one of the potential strategies to promote improved student success. The topic was addressed extensively in both the full Task Force and in a smaller Working Group on Finance. In this examination, the Task Force benefited from input by practitioners from other states that have implemented outcomes-based funding as well as nationally recognized researchers who have examined various funding models. In addition, the Task Force reviewed the available literature, including numerous studies and reports from academic researchers and education groups.

The underlying premise of outcomes-based funding is that by providing funding to colleges in manner that rewards improvement in desired outcomes, college personnel will develop a greater focus on student success and modify activities and investments to harness the greatest possible achievement in the specified outcomes. As the Task Force examined the topic, they identified potential concerns about this funding model, including: (1) the risk that community colleges might "cream" students in order to improve success rates; (2) that colleges serving more disadvantaged population might be financially penalized; and (3) that increased funding volatility might actually undermine the ability of colleges to plan and support effective programs. The Task Force also studied strategies that could be used to mitigate these potential concerns. In this work, the Task Force studied the implementation of outcome-based funding in other states, including Pennsylvania, Indiana, Tennessee, Ohio, and Washington.

Of the models examined, the Task Force determined that the program implemented in Washington state offered the most promising approach. Their success metrics focus on momentum points and reward colleges for a variety of outcomes including advancing students through a basic skills sequence and accumulating specified thresholds of units that have been

shown to be important "tipping points" leading to successful program completion. Each college is compared against its own past performance, thus neutralizing differences associated with local economic and demographic variables. The outcomes-based funding mechanism involves a relatively small portion of overall funding, thus limiting funding volatility. Lastly, the Washington state model has demonstrated early signs that student outcomes have improved under the new funding formula.

Split Decision

After considerable review, the Task Force was divided on the topic of outcome-based funding. A vocal minority supported implementing some version of outcome-based funding, while the majority of Task Force members did not support such a proposal at this time due to various concerns, some of which are noted above. For many Task Force members, the lack of national evidence demonstrating that outcome-based funding made a positive impact on student success was an important factor in their decision to reject implementing outcome-based funding at this time. While some states have identified positive impacts, others have not and have terminated implementation of their outcomes-based funding models.

The Task Force recommended that the Chancellor's Office continue to monitor implementation of outcomes-based funding in other states and model how various formulas might work in California.

Related Recommendation for an Accountability Scorecard

In presentations to the Task Force, educational leaders from Washington and Ohio emphasized that while linking funding to outcomes helped their states bring attention to measures of success, it was the public reporting of outcome data that had the greatest effect on the planning and decisions of college leaders. This information fueled a spirited discussion in the Task Force that led to a widely supported recommendation that the California Community Colleges implement a new outcomes-based accountably tool that would present key student success metrics in a clear and concise manner. These "scorecards" would be posted at the state and local level and would help the focus of attention of educational leaders on improving student performance. (Please see Recommendation 7.3 for additional details on the scorecard proposal.)

Acknowledgments

Thank you to the following organizations for supporting and funding this effort:

The William and Flora Hewlett Foundation

The James Irvine Foundation

The Walter S. Johnson Foundation

The Lumina Foundation

The David and Lucile Packard Foundation

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Executive Director
Amy C. Supinger

California community college board endorses sweeping reforms

January 9, 2012 | 6:04pm

The governing board of California's community colleges on Monday approved reforms intended to streamline the path to graduation and transfer for thousands of students.

The California Community Colleges Board of Governors endorsed the policies at a meeting in Sacramento that featured more than three hours of public comment, including vigorous opposition from many students who argued that the plan would penalize low-income and other disadvantaged students.

The reforms were suggested by a statewide task force that met for a year to consider how to improve outcomes for more than 2.6 million community college students at a time of dwindling state support.

The package will now be sent to the Legislature for review. It was unclear when the proposals would be enacted, since many require amending existing education codes.

The thrust of the reforms represents a seismic shift in community colleges' traditional role as open to all comers and would move to ration access to classes and would push students to meet their academic goals through incentives.

Among the 22 recommendations are requiring all colleges to use a single assessment for English and math skills and prioritizing registration and fee waivers for students who have concrete goals, such as a degree, certificate or transfer to a four-year college.

Course offerings and schedules would be aligned to students' needs, including focusing on basic skills and classes needed to transfer. In addition, the community colleges chancellor would assume more authority to implement reforms over the state's 72 community college districts and 112 colleges.

Campuses would also be required to publish a scorecard, detailing their performance in such areas as completion rates.

Much criticism centered on actions that would narrow the historic mission of community colleges as outlined more than 50 years ago in the state's Master Plan for Higher Education, and many of those who spoke to the board said the plan did not address how to fund wider student support services, such as counseling.

Many argued for more public discussion and review.

"Faculty is very concerned and feel that the pace of the proceedings and implementation does not reflect the buy-in needed for full support," said Jonathan Lightman, executive director of the Faculty Assn. of California Community Colleges.

Others, however, urged board members to seize the opportunity to confront serious systemic issues, including persistent achievement gaps.

"I do believe this is the greatest opportunity this system has ever had to close the achievement gaps that exist in California's community colleges," said Eloy Oakley, superintendent and president of Long Beach City College.

Attachment 1

From: "David Dowell" <David.Dowell@csulb.edu>
Date: December 21, 2011 3:06:54 PM PST
To: "Andrew Jones" <AJones@mail.cccd.edu>, "Jim Moreno" <jmoreno@mail.cccd.edu>
Cc: "Cheryl Jupiter" <cjupiter@occ.cccd.edu>, "Dennis G. Hall" <dennis.g.hall@vanderbilt.edu>, <wbryan@gwc.cccd.edu>, <ladrian@coastline.edu>, "King Alexander" <fkalexander@csulb.edu>, "Donald Para" <Donald.Para@csulb.edu>
Subject: CSULB admissions

Chancellor Jones and Board President Moreno,

CSULB is considering changes to admission practices which may become effective in for 2013-14. Under Assembly Bill No. 2402, the university is required to notify and consult with school district and community college boards of governors in our local service area.

CSULB has been and remains committed to highly valued degrees, to access to higher education, to the local community. As CSULB is reviewing its approach to admission, we expect our decisions to continue to reflect these commitments.

CSULB will hold three public hearings, publish notices in local newspapers, and post notices on our web site about these proposed changes and we will be accepting comments. We will invite all of your board members to these hearings. If you wish, I can attend one of your board meetings and make a presentation.

Cheryl Jupiter, Transfer Director at Golden West College, is on our committee that has been discussing these changes this Fall. She is a highly valuable member of that group.

Goals for revising our practices include improving guidance to applicants about needed preparation for majors, improving preparation of enrolled students, especially in science and engineering fields, managing numbers in very high demand majors such as Nursing, reducing unneeded course taking, and increasing outreach for diversity.

We do anticipate that our new practices will decline to admit to non-impacted programs some local students just above CSU minimum eligibility but whom our data show have a less than reasonable chance of completing degrees on our campus. We anticipate minimal effect on admissions to currently impacted programs, the majority of our new transfer enrollments.

I would welcome the opportunity meet with either or both of you and anyone you wish to include (perhaps Ms. Jupiter and your campus presidents) in advance of the public events. My staff will be contacting your office for a meeting in January.

Thank you for your consideration.

David A. Dowell, Ph.D.
Vice Provost, Director of Strategic Planning and Professor of Psychology
California State University Long Beach
Brotman Hall 3rd Floor
Long Beach CA 90840
562-985-4128
david.dowell@csulb.edu
http://www.csulb.edu/divisions/aa/planning_enrollment/about/

CSULB is considering changes to admission practices which may become effective in for 2013-14. Under Assembly Bill No. 2402, the university is required to notify and consult with school district and community college boards of governors in our local service area.

CSULB has been and remains philosophically committed to access to higher education. CSULB has been and remains committed to the local community. As CSULB is reviewing its approach to admission, we expect to continue to reflect these commitments.

Please see the attached for a description of our proposed changes.

CSULB will hold three public hearings, publish notices in local newspapers, and post notices on our web site about these proposed changes and we will be accepting comments. We will invite all of your board members to these hearings. If you wish, I can attend one of your board meetings and make a brief presentation.

I would like to meet with you in advance of these more public notices to describe the proposal. My staff will be contacting your office for a meeting in January.

Thank you for your consideration.

C: President Alexander; Provost Para

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BP 2740 New Trustee Orientation

Accreditation Standard IV.B,1.f

All new trustees elected to the governing board of the Coast Community College District (CCCD) may elect to receive an orientation packet of materials that includes:

- A copy of the Brown Act and Board Policy 2715 Code of Ethics.
- A copy of the Community College League of California (CCLC) summary and analysis of AB1725.
- A description of *Sturgis Rules of Order* (Book).
- College catalogs, class schedules and other major District publications.
- Copies of the Collective Bargaining Agreements with the Coast Community College District constituency groups.
- The Coast Community College District Master Plan and the District-Wide Strategic Plan.
- An index of Board Policies (that are available on the District's website at www.cccd.edu).
- A glossary of Coast Community College District acronyms and terms.
- A list of all District-wide committees and their meeting schedules, including acknowledgement that Board members may periodically attend such meetings.
- A list and description of student organizations, including the Associated Students of each college.
- A summary of the role and participation level of student members on the governing board.
- Enrollment reports reflecting student demographics and enrollment patterns.

In addition to reviewing the printed materials, the new trustee orientation process will include the opportunity for the trustee to:

- Review Board Operations with the Secretary of the Board:
    - Agenda Management
    - Minutes
    - Board Policies
- Review the District Budget with the Vice Chancellor of Administrative Services and Finance.
- Meet with the Chancellor and current members of the Board, either collectively or individually.
- Tour the college campuses.
- Meet with student leaders from the colleges.

The new trustee orientation process may also include, as appropriate:

- Participation in the Community College League of California (CCLC) New Trustee Orientation Workshop.
- A retreat with the Coast Community College District Board of Trustees, or alternatively an in-depth meeting with the Board President.
- Meetings with employee constituency groups:

    Academic Senates
    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)
    Association of Confidential Employees (ACE)
    Coast District Management Association(CDMA)
    Educational Administrators

- Meetings at State/National conventions.

Trustees are encouraged to attend professional organization conferences for employee groups, trustees and students.

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6340 Contracts

Education Code Sections 81641, et seq.
Public Contracts Code Sections 20650, et seq.

The ~~Board delegates to the~~ Chancellor ~~or designee the authority to enter into~~ **recommends the approval of** contracts ~~on behalf of the District~~ and ~~to~~ establish**es** administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are **approved** ~~ratified~~ by the Board.

- Contracts for work to be done, services to be performed, or for goods, equipment or supplies to be furnished or sold to the District that exceed **$50,000** ~~the amounts specified in Public Contracts Code Section 20651~~ shall ~~require prior approval by the Board~~ **be placed on the Discussion Calendar of the Board's Agenda in accordance with Board Policy 2210. Contracts less than $50,000 in value may be placed on the Consent Calendar of the Board's Agenda in accordance with Board Policy 2210.**

- When bids are required according to Public Contracts Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.

If the Chancellor or designee concludes that the best interests of the District will be served by prequalification of bidders in accordance with Public Contracts Code Section 20651.5, prequalification may be conducted in accordance with procedures that provide for a uniform system of rating.

~~If the best interests of the District will be served by a contract, lease, requisition, or purchase order though any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor of designee is authorized to proceed with a contract.~~

Adopted February 5, 2003
Revised XX/XX/XXXX
Replaces CCCD Policy 040-1-2.2, Fall 2010

BP 6100 Delegation of Authority

Education Code Sections 70902(d), 81655, 81656

The Board delegates to the Chancellor or designee the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, auditing and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved ~~or ratified~~ by the Board. (See Board Policy 6340).

The Chancellor or designee shall make appropriate periodic reports to the Board and shall keep the Board fully advised regarding the financial status of the District.

Adopted February 5, 2003
Revised XXXXXXXX
Replaces CCCD Policy 040-1-1.1, Fall 2010

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

Edits as of January 11, 2012

BP 5030 Student Fees and Charges ~~Policy~~

The Coast Community College District Board of Trustees shall levy fees in accordance with provisions of the Education Code and the California Code of Regulations~~,~~ Title 5. The fee amounts are as prescribed in the Coast Community College District Fee Schedule (Administrative Procedure 5030).

~~Education Code Section 72289~~

Fees Collected at Time of Enrollment

Enrollment Fee (Education Code Section 76300, California Code of Regulations Title 5 Sections 58500-58503) - Each student, except for those noted below, enrolling in a credit course will be charged an enrollment fee as prescribed in the Education Code Section ~~7225~~76300 and pursuant to the California Code of Regulations~~,~~—Title 5 Sections 58500-585063. The Enrollment Fee requirement shall be defrayed for any student who, at the time of enrollment, is a recipient of benefits under the Aid to Families with Dependent Children Program, the Supplementary Security Income/State Supplementary Program, a general assistance program, or is a current high school student.

Non-Resident Tuition Fee (Education Code Section 76140) - Students who are determined to be non-residents of California for community college attendance purposes, according to District policy for student residence classification, are required to pay non-resident tuition as established by the Board of Trustees ~~according~~in accordance to Education Code Section 76140 ~~of the California Education Code~~. The non-resident tuition fee is established by the Coast Community College District Board of Trustees no later than February 1 of each year for the succeeding year.

~~Education Code Section 76140~~

Capital Outlay Fee (Education Code Section 76141) – In accordance with Education Code Section 76141, students required to pay a non-resident tuition fee will also pay a capital outlay fee. A student who can demonstrate economic hardship or who is a victiom of persecution or discrimination in the country in which the student is a citizen and resident, is exempt from this fee. Economic hardship is defined as a recipient of benefits under the Temporary Assistance for Needy Families program described in Part A of Title IV of the Social Secuciry Act, the Supplemental Income/State Supplementary Program, or a general assistance program.

Course/Instructional Materials Fee (Education Code 76365, California Code of Regulations Title 5 Sections 59400-59408)- In accordance with regulations of the Board of Governors of the California Community Colleges, Education Code~~,~~ Section 76365, California Code of

Attachment 6

Regulations, Title 5, Sections ~~Section~~ 59400, 59408, the Coast Community College District shall provide instructional materials free of charge to students ~~instructional materials~~ except for the following which the student shall purchase from the District at ~~the Districts~~ cost.

Required Instructional Materials. Materials required to complete the objectives of credit and noncredit courses, and that are tangible property of continuing value outside the classroom which the student will retain as his or her own property. The District shall have the discretion either to charge or not to charge a fee for instructional materials of the types indicated above. Such fees will cover actual District costs. Instructional Materials fees are establisged by the Coast Community College District Board of Trustees once for each fall semester and once for each spring semester. Individual course fees are contained in the class schedule of each of the Coast District colleges. Students may choose to provide the materials in lieu of paying the Instructional Materials fees.

~~Education Code Sections 76365, California Code of Regulation, Title 5 Sections Title 5 Sections 59400-59408~~

Parking Fee (Education Code Sections 76300, 76360)- In accordance to Education Code Section 76360, Sstudents utilizing the parking lots at Orange Coast, Golden West, and Coastline Colleges must obtain a parking permit at a cost specified ~~by the Board of Trustees as reflected~~ in the fee schedule (Administrative Procedure 5350). In accordance to Education Code Section 76360 subdivision (c), students who receive financial assistance pursuant to any programs described in subdivision (g) of Education Code Section 76300 shall be exempt from parking fees that exceed $30 per semester. ~~The fee for summer session will be one-half of that charged for a full semester at Orange Coast and Golden West Colleges. The fee for summer session will be three fifths of that charged for a full semester at Coastline College.~~ Student receiving a Board of Governors Fee Waiver (BOGFW) will be charged no more than $20 per semester.

~~Education Code Section 72247~~

Auditing Fee (Education Code Section 76370)- The Coast Community College District Colleges, pursuant to Education Code Section ~~72252.3~~76370, permits limited auditing when in the opinion of the College President or his/her designee a student may be adversely affected due to circumstances beyond the student's control or that a program of the college will benefit from the attendance of the student. No student auditing a course shall be permitted to change his/her enrollment status in that course to receive credit for the course. Priority in class enrollment shall be given to students desiring to take the course for credit. Classroom attendance of students auditing a course shall not be included in computing the apportionment due the District. The auditing fee amount is listed in the Fee Schedule (Administrative Procedure 5030).

~~Education Code Section 72252.3~~

Health Services Fee (Education Code Section 76355) - Each student enrolling in one or more courses at Coastline, Golden West or Orange Coast Colleges shall be charged a fee in accordance with Education Code Section 76355 for health supervision and services including the operation of student health centers. Health Services fees for Golden West College, Coastline Community College and Orange Coast College shall be established each academic year based on the previous year plus the same percentage increase as the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, which is not to

exceed $1.

In accordance with Education Code Section 76355, the following category of students shall be exempt from the Health Services fee:

1) Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.

2) Students enrolled in an approved apprenticeship training program.

3) Students enrolled only in courses of two weeks or less duration.

4) Students enrolled only in non-credit courses.

5) Students enrolled only in study abroad programs or non-credit courses.

6) Students who are incarcerated

~~Education Code Section 72246~~

Other Fees

Student Records Fee (Transcripts/ ~~and~~ Verifications) ~~Fee~~ (Education Code Section 76223)- A transcript and/or verification fee not to exceed the actual cost of furnishing the transcript or the verification will be charged except that each student shall be entitled to two free copies of his or her college transcript or two free verifications or combination thereof.

~~Education Code Section 76223~~

Community Services Charges (Education Code Section 78300) - A charge for community services offerings will be assessed to each person for services received. Charges are established per event or class at the time of the approval by the Coast Community College District Board of Trustees.

~~Education Code Section 78305~~

International Student Application Fee (Education Code Section 76142) — In accordance with Education Code Section 76142, ~~A~~an application fee will be charged to international students to help offset the staff time involved to process all documents, prepare and issue the I-20 form.

~~**Photo I.D.** - Photo I.D. - Each student enrolling at Golden West College and Orange Coast College will be charged a one-time $2.50 material fee for a bar code and magnetic strip photo I.D. card. A charge of $2.50 will be assessed for replacement cards.~~

Voluntary Payments -The Chancellor is authorized to develop a schedule of voluntary charges (non-mandatory assessments) for goods and services which the student may or may not choose to receive. Voluntary charges may include, but are not necessarily limited to, College Services charge; prior learning assessment services; Cosmetology Services charges (Golden West College); assessments for duplicate Continuing Education Certificates; assessments for duplicate copies of student programs; assessments for Gold Key cards; assessments for library cards; assessments for locker contents removal/storage; assessments for lost student

identification cards; assessments for placement services; and, assessments for towel usage. Voluntary payments shall reasonably approximate the cost of the goods or services and shall be posted where goods and services are availabl;e or shall be published in appropriate college publications.

~~Education Section 72233, 72230~~

Adopted January 28, 1987
Revised May 7, 1997
Revised July 21, 2004
Revised January 18, 2006
Replaces CCCD Policy 030-1-3, Fall 2010
Revised Board of Trustees Meeting DATE

Coast Community College District
~~BOARD POLICY~~Administrative Procedures
Chapter 3
Educational Programs and Student Relationships

~~BP 5032~~Administrative Procedure AP 5030 ~~District~~Student Fees and Charges ~~Fee~~ Schedule (see BP 5030 Student Fees and Charges)

Fees Collected at Time of Enrollment

Enrollment Fee - ~~The fee per unit per semester or summer session shall be that amount established by legislation.~~
The enrollment fee is $36 per unit per semester through spring 2012. Effective summer 2012, this fee is $46 per unit per semester.

Non-Resident Tuition Fee - The fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section ~~provision~~ 76140 no later than February 1 of each year for the succeeding year. ~~The fee for 2001-02 shall be $134 + $8 for capital outlay. [Board date 01/17/01]~~ The non-resident tuition fee is published in the class schedule and website of each college in the District.

Capital Outlay Fee – the fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section 76141.

Instructional Material Fee - Optional to student. ~~Fees are established by the Board of Trustees once for each fall semester and once for each spring semester.~~ Individual course fees are contained in ~~a separate listing~~the class schedules of each of the Coast District Colleges.

Parking Fee - Parking fees for Golden West and Orange Coast Colleges are $~~20~~30 per each semester, fall and spring, and $~~10~~15 per summer session. Parking fees for Coastline Community College are $~~10~~15 per each semester, fall and spring, and $~~5.00~~7 per summer session.

Auditing Fee - ~~A~~ $15 fee per unit per semester including short term and summer classes. Students enrolled in classes to receive credit for ~~six~~10 or more semester units ~~shall~~will not be charged a fee to audit three or fewer units per semester~~; however, they will be charged for units in excess of three at the rate of $15 per unit.~~

Health Services Fee - ~~Health Services fees are~~ $16 per semester fall and spring and $13 for all or any portion of the summer session or intersessions for Golden West and Orange Coast Colleges. ~~(These fees became effective in Fall 2008.) Health Services fees are $7.00~~ per semester and for any portion of the summer session or intersessions for Coastline Community College. ~~(This fee became effective in Fall 1997.)~~

Other Fees

Student Records Fee (Transcripts/~~ and~~ Verifications) ~~Fee~~ – The first two copies of a transcript and/or verification ever requested shall be produced free of charge to the student. For

subsequent requests, the charge will be $5 per copy. ~~For each copy of his or her transcript or for each student records verification in excess of the first two, the charge will be $3.~~ An additional fee of $5 will be charged for special handling (optional).

Community Services Charges - Charges are established per event or class at the time of the ~~Board of Trustee's~~ approval by the Coast Community College District Board of Trustees.

International Student Application Fee - A fee of $30 shall be charged to international students for application processing. ~~(This fee became effective in Spring 1992.)~~

Golden West College Criminal Justice Training Center - A fee of $20 shall be charged to students requesting duplicate program certificates. ~~(This fee will become effective in Fall 2001.)~~

Voluntary Payments - Voluntary payments shall reasonably approximate the cost of the goods or services and shall be posted where goods or services are available or shall be published in appropriate college publications.

Adopted January 28, 1987
Revised July 18, 2001
Revised November 21, 2001
Revised June 16, 2004
Revised December 14, 2005
Revised June 18, 2008
Replaces CCCD Policy 030-1-5
Replaces CCCD Board Policy 5032
Revised January XX, 2012

PRESBYTERIAN INTERCOMMUNITY HOSPITAL

COLLEGE AGREEMENT
[Student Services Arrangements]

Attachment 7

July 2011

COLLEGE AGREEMENT
[Student Services Arrangements]

This AGREEMENT made and entered into this 2nd day of March, 2012, by and between Presbyterian Intercommunity Hospital, Inc., a California nonprofit public benefit corporation, hereinafter called "Hospital," and _Coast Community College District for Orange Coast College hereinafter called "College."

RECITALS

WHEREAS, College is a school or vocational program with students in the field of Allied Health Professions; and

WHEREAS, College warrants that College's employees/agents/students are qualified by skill, experience, training and certification to perform the services required by this Agreement; and

WHEREAS, the Hospital and College desire to enter into a contract pursuant to which College's employees/agents/students shall receive instruction and experience as _____at the Hospital on an independent contractor basis and provide certain services as more fully set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Term and Termination**. This Agreement shall be effective March 2, 2012 through March 1, 2014. Either party may cancel this Agreement without cause or penalty, upon written notice, provided the notice to terminate is mailed to the other party by certified or registered mail not less than thirty (30) days in advance of termination.

2. **Description of Service.** College agrees to provide students to Hospital to perform or participate in the following services and programs :

2.1 Orange Coast College Allied Health Professions Education
2.2
2.3
2.4
2.5

Hospital's Education department maintains lists of persons identified by College as Students of College under this Agreement.

3. **Confidentiality.** College, for itself and on behalf of its designated employees, agents, and students set forth above, acknowledge(s) that in connection with Hospital's disclosure of information hereunder, he/she/it will acquire and make possible use of confidential information, which is not generally known to the public ("Confidential Information") and that maintenance of the proprietary character of the Confidential Information, to the fullest extent feasible, is important to Hospital. Therefore, in order to protect the Confidential Information, College and its designated employees, agents, and students set forth above, shall hold in confidence and shall not disclose to anyone, or use or otherwise exploit for his/her/its own benefit or the benefit of any other person or entity, the Confidential Information, except in connection with any contract with Hospital. This provision shall continue in effect notwithstanding the termination of this Agreement or any other agreement between the parties for any reason. Without such agreement, Hospital would not otherwise share the Confidential Information with College and its designated employees, agents, and students set forth above.

4. **Conflict of Interest Reporting and Representation.** College and its employees, agents, and students acknowledge and understand that Hospital maintains a policy respecting conflicts of interest requiring disclosure of all relationships which have the potential to give rise or actually do give rise to a conflict of interest on the part of College, inclusive of College's directors, shareholders, partners, employees, agents, students, family members, and other representatives. By College's execution of this Agreement, College represents and warrants that he/she/it is not aware of any actual or potential conflict of interest concerning Hospital or the subject matter of this Agreement or, alternatively, College has made written disclosure to Hospital concerning all actual or potential conflicts of interest, and Hospital has elected to proceed with this Agreement in spite of such disclosed actual or potential conflicts of interest. Conflicts of interest requiring disclosure include employment or service arrangements with entities or persons in competition with the Hospital; where an improper gain, advantage, or adverse effect on the interests of the Hospital would be obtained or result; personal and/or financial relationships with the Hospital and/or persons connected with the Hospital; and any other relationship, opportunity, or transaction which could negatively impact the judgment and/or ability of College and its employees/agents/students to fairly and completely fulfill the terms of this Agreement in an ethical and lawful manner.

5. **Taxes & Benefit Programs.** In the performance of the agreed services, College or College's employees/agents/students are not employees of Hospital, and Hospital will not provide to or pay for College or College's employees/agents/students any benefits normally furnished to employees of Hospital, including but not limited to workers' compensation insurance coverage, liability insurance coverage, health and accident insurance coverage, unemployment insurance coverage or retirement benefits. College shall be solely responsible for all tax liability and reporting requirements related to it and its students.

6. **Assigning and Supervision of Students.** College shall abide by the following terms and conditions:

6.1 Students assigned by College to Hospital under this Agreement are subject to approval by Hospital prior to assignment. Students will professionally, ethically and diligently carry out their responsibilities hereunder in order to serve the best interest of Hospital's patients and Hospital.

6.2 All students supplied by College shall be appropriately screened by College in accordance with the terms of this Agreement and policies and procedures and, if applicable, consistent with the then current published standards of the Joint Commission on Accreditation of Healthcare Organizations.

6.3 College agrees not to solicit for hire any of Hospital's employees, and Hospital agrees not to solicit for hire any of College's employees, during the term of this Agreement and for a period of sixty (60) days following the termination of this Agreement without the prior approval of the President and Chief Executive Officer.

7. **Code of Conduct.** Insofar as applicable, College acknowledges, understands, and agrees to work in conjunction with Hospital's corporate compliance plan, attached hereto as Exhibit "A" in conformity with federal and state law. College acknowledges Hospital's commitment to corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with Hospital's corporate compliance plan and the underlying philosophy and objective to promote good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices and the prevention of misconduct. Any compliance violation shall constitute a material breach of this Agreement.

8. **Excluded Provider.** By entering into this Agreement, College hereby represents and warrants that College is not and at no time has been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal). College hereby agrees to immediately notify Hospital of any threatened, proposed or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal).

9. **HIPAA.** To the extent required by the provisions of HIPAA and regulations promulgated thereunder, College does hereby assure Hospital that it will appropriately safeguard protected health information made available to or obtained by College pursuant to this Agreement ("PHI"). Without limiting the obligations of College otherwise set forth in this Agreement or imposed by applicable law, College agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activities College performs on behalf of Hospital, specifically College shall:

9.1 Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

9.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

9.3 Report to Hospital any use or disclosure of PHI not provided for by this Agreement or by HIPAA, or that requires a risk assessment or breach notification under federal or state law including but not limited to the Health Information Technology for Economic and Clinical Health Act of 2009 and/or California Health and Safety Code Section 1280 or, within 24 hours from when College becomes aware of such use or disclosure

9.4 Ensure that any subcontractors or agents to whom College provides PHI agree to the same restrictions and conditions that apply to College with respect to PHI;

9.5 Make available PHI in accordance with applicable law;

9.6 Make College internal practices, books, and records relating to the use and disclosure of PHI received from Hospital available to the Secretary of the United States Health & Human Services for purposes of determining Hospital's compliance with applicable law (in all events, College shall immediately notify Hospital upon receipt by College of any such request, and shall provide Hospital with copies of any such materials);

9.7 Make available the information required to provide an accounting of disclosures pursuant to applicable law; and

9.8 At termination of this Agreement, return or destroy all PHI that College still maintains in any form and retain no copies of PHI;

9.9 College agrees that this Agreement may be amended from time to time if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

10. **Indemnification.**

10.1 College agrees to defend any demand, claim or legal action commenced against Hospital caused directly or indirectly by wrongful or negligent acts of College's officers, employees, agents, ~~students~~, or others engaged by College; and indemnify and hold harmless Hospital against any liability, loss, cost or damages, including reasonable attorney fees resulting therefrom.

10.2 Hospital agrees to defend any demand, claim or legal action commenced against College caused directly or indirectly by wrongful or negligent acts of Hospital's officers, employees, agents, or others engaged by Hospital; and indemnify and hold harmless College against any liability, loss, cost or damages, including reasonable attorney fees resulting therefrom.

* students

11. **Insurance.** College shall maintain in full force and effect at its sole expense the following insurance coverage:

11.1 Comprehensive general and/or professional liability covering College's officers, employees, agents, students, or others engaged by College. Minimum limit of liability insurance is $1,000,000 per occurrence and $3,000,000 annual aggregate. Based upon the nature of the agreement, the organization may also require proof of automobile liability insurance and crime insurance. Hospital must be named an additional insured.

11.2 Workers' compensation coverage for College's legal and statutory obligations for damages due to bodily injury, personal injury, either by accident or disease, occurring to College's officers, employees, agents, or others engaged by College as a result of employment.

11.2.1 Students are not employees of either the College or the Hospital and therefore are not eligible for Workers' Compensation Insurance. Students are required to carry their own health insurance. The Hospital may provide emergency first aid only to student related injury or illness sustained as a result of the training program, at the expense of the student.

11.3 College shall provide Hospital with proof of insurance.

12. **Tools and Equipment.** The College shall furnish and be solely responsible for all equipment, tools, and instrumentalities that may be necessary to perform the College's services and obligations under this Agreement. Likewise, College, at College's sole expense, shall be responsible for the maintenance and repair of all of College's equipment, tools and instrumentalities used in the performance of this Agreement.

13. **Timely Completion.** Each party shall assure the completion of its services, in a timely manner.

14. **Qualifications.** The following documentation (if applicable) must be provided to the Hospital by College prior to any student beginning their assignment at the Hospital.

14.1 Proof of current CPR certification from American Heart Association (Healthcare Provider) only. Required for clinical students only.

14.2 Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation, or current and valid student visa.

14.3 Students must be able to speak, write, and read the English language sufficiently to accurately and fully communicate with patients and staff and to complete required documentation.

14.4 Blood Borne Pathogens Training to be provided by College.

14.5 Drug Screening.

14.5.1 Amphetamines
14.5.2 Barbiturates
14.5.3 Benzodiazepines
14.5.4 Cocaine
14.5.5 Marijuana Metab
14.5.6 Methadone
14.5.7 Opiates
14.5.8 PCP
14.5.9 Propoxyphene

14.6 Education goals, syllabus, curriculum and educational objectives to be provided to Hospital by College.

14.7 Completion of Student Orientation Packet and Exam which covers the following Hospital specific topics: Hospital Mission, Vision, Values and Goals; Customer Service; Environmental Safety Procedures (including Fire and Electrical Safety; Medical Emergencies; Infection Control; Fall Reduction Program; Abuse Reporting Requirements; Chain of Command; Reporting of Concerns, Incidents, or Injuries; Population Specific Care; Team Building; Hazardous Materials; Procedures for Medical Equipment Repair; The Impaired Practitioner; and Pain Management.

14.8 Annual Physical and 1) date of current health history; 2) records of immunization; 3) date of physical limitations; and 4) TB test.

14.9 Background Check to Include:

14.9.1 Office of Inspector General (OIG)
14.9.2 Criminal
14.9.3 Social Security

15. **Laws, Rules and Regulations.** College and its students shall at all times strictly comply with all of the terms and provisions of this Agreement and all laws, ordinances and governmental regulations, Hospital policies, rules and regulations which now are in force or effect or may hereafter be in force, relating to the College, including the applicable rules and regulations of the Joint Commission on Accreditation of Health Care Organizations, and any other governmental or other organization.

16. **Books and Records**. Without waiving any rights to claim applicable privileges, for the purpose of verifying the nature and extent of the costs of services, College shall make this Agreement and its/his/her books, documents and records available to the Secretary of Health and Human Services, to the Comptroller General, or to any other authorized government College and/or party, or to their authorized representatives, to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980, and any other applicable law, rule and regulation. College agrees that if any of its/his/her duties under this Agreement are carried out through another

organization, partnership, or party, it/he/she shall obtain the written undertaking of such other organization, partnership or party that it/he/she shall make its books, documents and records available on the same basis and to the same extent. Such access will be available until the expiration of four (4) years after the services to which the costs relate have been furnished.

17. **Assignment**. Neither party shall assign, sell or transfer this Agreement or any interest therein without first obtaining the written consent of the other party.

18. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration. Said arbitration shall be initiated by either party hereto, in writing, and set forth the nature of the dispute to be arbitrated in accordance herewith. Said binding arbitration shall be conducted by an arbitrator selected from a panel from the American Arbitration Association, Los Angeles office. Said arbitration shall take place in Whittier and shall occur within ninety (90) days after the date of the written election to arbitrate referenced above. The conduct of said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association, Los Angeles office. The decision made the arbitrator shall be binding and may be entered as a judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, this Section shall do nothing to limit or preclude Hospital or College from seeking and obtaining any and all injunctive relief that may be required under the circumstances.

19. **Audit Notice**. In the event that College is requested to disclose books, documents, or records relating to services rendered pursuant to this Agreement, College shall notify Hospital of the nature and scope of the request and College shall make available, upon written request of Hospital, all such books, documents, or records, during regular business hours of College.

20. **Disclosure.** College agrees, as necessary, to make proper disclosures to patients whom it/he/she refers to Hospital as to the relationship with Hospital, the availability of other sources of treatment, and the patient's free choice of matter.

21. **Attorneys' Fees**. Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action or proceeding.

22. **Notices**. All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by telegraph, by electronic facsimile or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to Hospital:
Presbyterian Intercommunity Hospital
12401 Washington Boulevard
Whittier, CA 90602
Attn: President and Chief Executive Officer
Fax: (562) 789-4300
Phone: (562) 698-0811 Ext. 12411

If to College :
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-5005
Attn:Kevin Ballinger - CHS Divison
Phone (714) 432-5531
Fax: (714) 432-5609

Notices shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or telegraphed, or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

23. **No Reciprocation.** The parties hereby acknowledge and agree that the benefits to College hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by Hospital or any of its affiliates, to any patients of College, or its agents or employees, as applicable. College shall be entitled to refer patients to any Hospital or other health care facility it deems best qualified to deliver medical services to a particular patient. College may provide services to other Hospitals and health care facilities, provided that such services do not interfere with College's duties under this Agreement.

24. **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or any other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

25. **Gender and Number**. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

26. **Nondiscrimination**. The parties agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin or ancestry, physical handicap, medical condition, marital status, or sexual orientation of any patient. Hospital and College shall comply with all applicable local, state and federal laws and regulations respecting nondiscrimination.

27. **Successors and Assigns**. Subject to the provisions of Section 21 hereof, this Agreement and the rights, privileges, duties and obligations of the parties hereunder, and to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

28. **Waiver and Extension**. No waiver of or failure by any party to enforce any provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition or obligation, or any other provision, term, condition or obligation hereunder, whether the same or different in nature.

29. **Applicable Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

30. **Entire Agreement.** This document contains the entire understanding and sets forth the entire agreement between the parties. There is no other understanding or agreement not expressed in this contract, and it supersedes all prior agreements, either oral or in writing. This Agreement may be amended or changed only by the mutual written consent of the authorized representatives of Hospital and College.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Hospital:
PRESBYTERIAN INTERCOMMUNITY
HOSPITAL, INC.
12401 Washington Boulevard
Whittier, CA 90602

By: _____
James R. West

College:

_____
_____
_____

By: _____

President and Chief Executive Officer

Date: _____, 20_

Title: _____

Date: _____, 20_

Signature Page: Continued from Page 10

Orange Coast College

By:_____

Kevin Ballinger, Dean
Consumer & Health Sciences

Coast Community College District

By:_____

President
Board of Trustees

Date:_____

EXHIBIT "A"

COLLEGE CODE OF CONDUCT

InterHealth Corp., Presbyterian Intercommunity Hospital, or any of its related entities ("Organization") exists to provide healthcare services to members of the communities it serves. All of its assets are held in charitable trust for this purpose and belong to the community at large. In support of its charitable healthcare mission, Organization will only do business with Colleges who compliment Organization's charitable objectives and have a strong commitment to business ethics and agree to abide by Organization's College Code of Conduct. Not only do Organization's patients expect it to deliver the best healthcare services available, but they also expect Organization to conduct itself ethically and responsibly. It is essential that Organization's business partners also abide by this expectation reflecting a commitment to ethical business practices and regulatory compliance. Organization expects that its Colleges will share and embrace the letter and spirit of Organization's commitment to integrity. Organization understands that its Colleges are independent entities but acknowledges that Colleges' business practices and actions may impact Organization. Organization fully expects that all Colleges and their employees, agents, students and subcontractors adhere to Organization's College Code of Conduct while they are conducting business with or on behalf of Organization. All Colleges should educate their employees, subcontractors, students and agents in order to comply with this College Code of Conduct.

I. CODE OF CONDUCT

1.1. General Ethical Standards. Colleges will operate in full compliance with applicable laws, rules and regulations and shall at all times act in a legal, ethical and moral manner while doing business with Organization.

1.2. Compliance with Laws, Rules and Regulations. Organization strictly obeys the laws and regulations that govern its business. Organization is responsible for understanding applicable laws and regulations and for preventing, detecting and reporting instances of non-compliance. Every College must conduct itself at Organization and when acting on behalf of Organization in a manner which is in full compliance with all applicable laws, rules and regulations as well as with all applicable Organization policies.

1.3. Health & Safety. Organization strives to maintain a safe and healthy working environment and expects that its Colleges will also provide a safe and health environment for their employees and that College will comply with all applicable environmental laws and regulations.

1.4. Drugs and Alcohol. Organization maintains a work environment free of drugs and alcohol. The use of drugs and alcohol can endanger lives and impact performance. The use, transfer, sale or possession or illegal drugs, alcohol or other controlled substances is prohibited.

1.5. Employment Practices and Expectations. Organization treats all of its employees with dignity and respect. Organization provides pay and benefits competitive within its business and the labor markets in which it operates and as consistent with individual performance. A diverse workforce is essential to Organization's business success. All Colleges are expected to respect and value the contributions that people of different characteristics, experiences and backgrounds offer. Colleges must promote a cooperative and productive work environment by supporting diversity of their workforce and commitment to providing equal employment opportunity to all qualified persons. Colleges must not unlawfully discriminate on any basis, including, but not limited to, race, color, sex, sexual orientation, religion, national origin, marital status, age, disability or veteran status. Colleges must not tolerate harassment in any form. Colleges shall comply with the Immigration Reform and Control Act of 1986 by employing only those persons authorized to work in the United States.

1.6. Conflicts of Interest. Organization's directors, officers and employees have an obligation to promote the best interests of Organization at all times. Colleges must avoid any action which may involve a conflict of interest with Organization. Conflicts of interests can exist due to personal relationships, relationships with family, other Colleges, customers or friends, competing with or having an interest in an enterprise that competes with Organization. Gifts and entertainment may be perceived as to create the appearance of a conflict of interest. Where conflicts of interest arise, Colleges must provide full disclosure of the circumstances to Organization.

1.7. Gifts and Entertainment. Organization does not accept gifts or business favors. Normal business lunches are permitted. Dinners, entertainment and trips may only be accepted when they have a definite business purpose and must first be approved by an Organization official. Organization encourages professional relationships with its Colleges and expects them to understand, respect and cooperate with this policy.

1.8. Federal False Claims Act. Congress has enacted the False Claims Act ("Act") to prevent and detect fraud, waste, and abuse in government spending. The Act prohibits a party from filing a false or fraudulent claim for payment by the government or government funded programs like Medicare or Medi-Cal. All Colleges are required to report concerns to Organization management or directly to the Organization Corporate Compliance Officer. Civil penalties for submitting false claims are currently $5,000 to $10,000 per claim, plus treble damages. Criminal penalties are up to $25,000 and/or five (5) years in prison. The Act provides that an individual who is aware that the government is being defrauded can share that information with the government. If the government recovers money, the individual generally receives a portion of the recovered funds.

1.9. Billing and Coding Integrity. All Colleges who engage in billing and coding activities shall provide such services in an accurate and truthful manner. In particular, Colleges will adhere to the following: Colleges will only charge and submit for payment or reimbursement, claims for services actually rendered that are properly documented. Colleges shall provide an itemized statement of services and charges including the date of service. Colleges will not knowingly submit any claim for payment or reimbursement that is false, fraudulent, or fictitious. Colleges shall take prompt steps to alert appropriate management, Human Resources, or the Compliance Officer if inaccuracies are discovered in claims that have been submitted for reimbursement. Colleges will

promptly refund any money received that is not owed. Colleges will take steps to promptly resolve conflicts regarding their billings. Colleges will not knowingly charge or file a claim for services that were not rendered or were not rendered as described in the medical record. Colleges shall take prompt steps to notify the payer and correct the bill if material inaccuracies are discovered in claims that have been submitted.

1.10. Antitrust Laws. The antitrust and competition laws of the United States and California are designed to preserve and protect competition in goods and services. Every College must comply with applicable antitrust and competition laws.

1.11. Keep Accurate and Complete Records. It is essential that Organization maintain accurate information in all of its business affairs. It is equally essential that every College accurately and clearly report the relevant facts and true nature of any transaction. Any College that contributes to a medical record must provide accurate documentation and never alter or destroy anything that is part of the official medical record. All medical records and business documents must be maintained in accordance with state and federal law.

1.12. Reasonable Compensation. All of Organization's assets are impressed with a charitable trust as Organization is a tax-exempt non-profit organization. Organization is prohibited from paying in excess of fair and reasonable compensation to any College for goods and services.

1.13. Confidentiality. Organization is entrusted with confidential information concerning its business and its patients. Colleges must recognize that such information is the property of Organization. Furthermore, if Colleges receive protected health information in the performance of their obligations with Organization, Colleges shall at all times comply with all Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") privacy laws. Any College receiving protected health information shall first execute and comply with Organization's HIPAA Business Associate Agreement to ensure the confidentiality and security of protected health information.

1.14. Reporting.

1.14.1 Problems and Concerns. Positive relations and morale can best be achieved and maintained in a working environment where ongoing and open communication exists among Organization management and personnel with outside vendors. This includes candid discussions of problems and concerns. Vendors must report potential violations of laws, regulations, ethics, policies or procedures or this Code of Conduct. Initially, vendors should contact the department management to whom they relate to voice their concerns. If concerns remain unsolved, vendors are expected to raise the issues with individuals at the next management level, the Corporate Compliance Officer, and up to and including the highest level of management.

1.14.2 Required Disclosures. Vendor shall notify Organization in writing within three (3) days after any of the following events occurs: (i) the license(s) of any Vendor, including any physician or healthcare provider associated with Vendor to practice medicine or perform services in the State or any other jurisdiction, lapses or is denied, suspended, revoked,

terminated, relinquished or made subject to terms of probation or other restriction; (ii) the medical staff membership(s) and/or privileges of any Vendor, Vendor physician or healthcare provider at any health care facility are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action) or made subject to terms of probation or other restriction; (iii) any Vendor or Vendor physician or healthcare provider is required to pay damages in any malpractice action by way of judgment or settlement; (iv) any Vendor and/or Vendor physician becomes the subject of an investigatory, disciplinary or other proceeding before any government, professional, licensing board, medical staff or peer review body; (v) drug Enforcement Agency number of Vendor or any physician or healthcare provider associated with Vendor is revoked, suspended, terminated, relinquished, placed on terms of probation or restricted in any way; (vi) an event occurs that substantially interrupts al or a portion of any Vendor's business or that materially, adversely affects Vendor's ability to perform its obligations hereunder; or (vii) the conviction of Vendor or any physician or healthcare provider associated with Vendor of a criminal offense related to healthcare or any listing of Vendor, or any physician or healthcare provider associated with Vendor by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

1.15. Organization Compliance Hotline. Under usual circumstances, vendors are encouraged to report their concerns to the Compliance Officer. Organization has initiated a hotline for this purpose. Vendors can trust the confidentiality of the Hotline. To reach the hotline, call (866) 368-1901. The hotline is available 24 hours a day 7 days a week with the exception of 7 National Holidays. Requests for information or action will be handled promptly and professionally. All calls will remain confidential to the extent permitted by law unless the caller and Organization agree otherwise. Callers may remain anonymous. Understand, however, that there are circumstances when Organization may not be able to research a situation unless the identity of the caller is known. Organization will protect the privacy of any individuals alleged of wrongdoing when appropriate. As such, Organization may not be able to reveal any specific action taken against other individuals. Calls to the Hotline will not be traced or recorded. The Hotline is not intended as a vehicle to address normal contract concerns or issues.

1.16 Organization Administration and Contact Information.

Corporate Compliance Officer	Anup Patel 698-0811 Ext. 12818
Compliance "Hotline"	# 1-866-368-1901

1.17. Compliance. Schools must comply with this Code of Conduct as a condition of doing business with Organization. Failure to comply may be sufficient cause for Organization to terminate its relationship.

CLINICAL TRAINING
AFFILIATION AGREEMENT

(With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of January 1, 2012 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Jude Medical Center ("Hospital"), and Coast Community College District or Golden West College ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Nursing School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:
St. Jude Medical Center
101 E. Valencia Mesa Drive
Fullerton, CA 92835
Attn: Chief Financial Officer

If to School:
Coast Community College District
Golden West College
15744 Golden West St.
Huntington Beach, CA 92647-2748

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

St. Jude Medical Center
"HOSPITAL"

_____
By: Ed Salvador
Its Chief Financial Officer
Date: _____

Coast Community College District
"SCHOOL"

_____
By: Jerry Patterson
Printed Name: President, Board of Trustees
Its: Date: _____

COOPERATIVE AGREEMENT NO. 11-CCC-PUENTE-20
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PUENTE PROJECT
and
COAST COMMUNITY COLLEGE DISTRICT
GOLDEN WEST COMMUNITY COLLEGE
FISCAL YEAR 2011-2012

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Coast Community College District on behalf of Golden West Community College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2011 to June 30, 2012

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Golden West Community College.

The current Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of $1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

Attachment 9

A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, orientations. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by **August 31, 2012**, to Frank Garcia, Executive Director, UCOP/Puente, 300 Lakeside Drive, 7th Floor, Oakland, CA 94612-3550.

C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.

D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.

E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.

F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2011 and English 1A (or its equivalent) in the spring 2012 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente *Community College Program Implementation Guidelines.*

B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.

C. Recipient shall select and hire the following staff:

1. A **full-time Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-coordination.

2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.

3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is $2,500 per person.

Recipient shall consult with the Puente Executive Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

D. Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least $5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.

2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2011.

3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2011.

4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.

5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2011.

E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2011.

F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.

G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

A. Training: Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.

2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.

3. Ongoing support and resources for training.

4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.

5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also

participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

1. FALL TERM:

Item	*Due Date*
Student Online Registration	October 29, 2011
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

Item	*Due Date*
Student Online Registration (new students)	March 30, 2012
Student Update Form (continuing students)	March 30, 2012
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use ***either*** of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, 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 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 Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, 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 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 The Regents, its officers, employees, or agents.

XII. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	$1,000,000
(b) Products/Completed Operations Aggregate	$3,000,000
(c) Personal and Advertising Injury	$1,000,000
(d) General Aggregate	$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million ($1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is

required. Upon the execution of this Agreement, Recipient shall furnish to the Puente State Office contact listed in Article XVI Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.García@ucop.edu .
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contract and Grant Officer
Research Policy Analysis and Coordination
Office of the President, University of California
1111 Franklin Street, 11th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu
Phone: (510) 987-9850

Recipient Contacts

Program Matters:

Name David Baird Title Dean of Counseling
Address 15744 Goldenwest St, H.B, CA 92647
Email dbaird@gwc.cccd.edu
Phone 714 892 7711 X 55017

Fiscal Matters:

Name Janet Houlihan Title VP Administrative Svcs
Address 15744 Goldenwest St HB, CA 92647
Email jhoulihan@gwc.cccd.edu
Phone 714 892 7711 X 58307

Contractual Matters:

Name Colleen Rymas Title Risk Srvcs Insurance + Claims Specialist
Address 1370 Adams Ave, C.M., CA 92626
Email crymas@mail.cccd.edu
Phone 714 438 4600 X84688

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT

By: _____ Date: 12/28/11
Name: Alan Moloney
Title: Director, Procurement Services

COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF GOLDEN WEST COMMUNITY COLLEGE

By: Fabienne McPhail Naples Date: 12/14/11
Name:
Title:
Tax ID:

Agreement for Not-for-credit Programs

This Agreement is entered into by and between Coast Community College District (Golden West College), a public educational agency, 15744 Golden West Street, Huntington Beach, California, ("the College") and the Institute of Reading Development, 5 Commercial Boulevard, Novato, California ("the Institute") a corporation incorporated in the State of California. The Agreement is effective upon the date of signing and expires on December 31, 2012.

1. Programs

The Institute will teach a series of reading enrichment programs (see attachment A, "Basic Program Information") in Fountain Valley and Huntington Beach ("Service Area") in affiliation with the College during the summer of 2012 (the "Programs"). The Institute will provide and pay for all materials and instruction for the Programs.

2. Teaching Sites

The College will arrange for use of on-campus teaching sites.

The College will pay half of the off-campus facility costs.

The Institute will prepay all off-campus facility costs, and deduct the College portion of the off-campus facility costs from the revenue due to the College upon conclusion of the programs (see item 6). The Institute will pay all remaining off-campus facility costs.

3. Program Promotion

The Institute will execute and pay for printing and mailing promotional letters to students and residents in the Program Service Area. The Institute will also print and distribute promotional flyers through the local public and private schools. The College will provide its logo for use in the Program promotional letter, promotional flyers, and promotional website. All promotional content is to be approved by the College prior to public release. The College retains the right to review/approve/reject all content used in association with its name or logo.

4. Scholarships

The Institute shall promote and subsidize a scholarship program designed to reach students who do not have the financial resources to participate in the program. The tuition charged to these students will not exceed $99.00. Faculty or staff at the College may enroll immediate family members for a discounted tuition of $239.00. The Institute shall submit a summary of subsidized enrollments (scholarship and faculty or staff enrollments) to the College at the end of each series of programs.

5. Registration

The Institute will provide registration services for all Programs offered through the College. The Institute will adhere to the College's registration and refund policies, and final determination of partial and full refunds shall be made by the College.

6. Tuition, Materials Fees, and Fee Split

The tuition is $299.00 per person for program levels 1 - 7, and $239.00 per person for program level R. The fee split will be 90/10, with 90% of the gross tuition income retained by the Institute. The Institute shall charge fees for books and materials required for participation in the Programs, and also for optional post-course books and materials, which shall be retained by the Institute. Within 90 days of the completion of the summer session, the Institute will conduct a program audit, and remit 10% of the gross tuition revenues, less the College's contribution to off-campus rent, to the College. Subsidized students (scholarship and faculty or staff enrollments as described in section 4) will not be part of the fee split calculations.

7. Program Administration

The Institute will notify the College in advance of any changes of publicized dates, times, or location of the programs, and the Institute will be responsible for sending notice of these changes or cancellations to registered participants. The Institute will provide the College with copies of all participant class rosters. Program evaluation forms will be submitted, in electronic form, to the College at the conclusion of each series of programs.

8. Quality Control

The College may appoint representatives to provide oversight of all aspects of Program implementation.

9. Compliance

The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under ~~their~~ agreement. The Institute will secure a criminal record background check for each instructor and will provide specific criminal record information to the College if found for any instructor.

10. Insurance

The Institute shall secure and maintain comprehensive general liability insurance with coverage for incidental contracts for $1,000,000.00 each occurrence, $2,000,000 general aggregate, and $9,000,000 gross liability, and shall provide College a Certificate of Insurance naming the College and Coast Community College District as an additional insured. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. The Institute shall also secure and maintain worker's compensation insurance covering all personnel employed on the premises during the term of the agreement whether said personnel is employed by the Institute or supplied by persons or entities other than the College.

11. Release, Indemnification and Hold Harmless Agreement

The Institute releases, discharges, and shall indemnify, defend, and hold harmless the College, the District, the Board of Trustees and each of their agents, employees, and representatives from any and all liability, claims, judgments, or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (agents, employees, representatives, guests, and enrollees included) and damage to property arising directly or indirectly out of this agreement, including circumstances in which both the Institute and the College share joint liability and

including any student participation in the classes; except that the Institute shall not indemnify the College for damages arising out of events within the sole control and responsibility of the College, its employees, and its representatives and not within the control of the Institute and its employees and representatives.

12. Dispute Resolution

In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree, prior to initiating legal action and as a condition precedent to being entitled to file legal action, to meet and confer in good faith in an effort to resolve the dispute or issue.

13. Institute's Status

Institute, in its performance of the work herein contemplated is an independent contractor with the authority to control and direct the performance of its obligations hereunder. The Institute acknowledges that its instructors for this Agreement are not agents of, or employed by the College, and thus are not eligible for, nor covered by, any of the College employee benefits, workers' compensation, or employer contributions to Social Security or unemployment insurance. Institute shall assume all responsibility for payment of such expenses.

The Institute acknowledges that it has no authority to bind the College to any contracts or legal obligations.

14. Non-Assignability

This Agreement may not be assigned without prior written consent of College, which consent may be withheld by College in its sole and absolute discretion.

15. Choice of Law and Venue

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.

16. Notice

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing. Notice to DISTRICT shall not be deemed to have been given unless notice is sent to both DISTRICT and COLLEGE in the manner set forth above.

For College: Golden West College
ATTN: President
15744 Golden West Street

Huntington Beach, CA 92647

With a copy to: Coast Community College District
ATTN: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

For Institute: Institute of Reading Development
ATTN: David Soloway, CEO
5 Commercial Boulevard
Novato, CA 94949

17. Entire Understanding

This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

18. Effective Date and Termination

This agreement shall become effective upon the date of signing and shall remain in effect until December 31, 2012 unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event that classes are in session, any written notice to terminate with or without cause shall become effective when the classes end. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

By signing below the parties agree to the terms set forth above.

INSTITUTE OF READING DEVELOPMENT

By: _____

Name: David Soloway

Title: Chief Executive Officer

Date: 11/7/11

COAST COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

Dept: _____

Date: _____

Attachment A:

Basic Program Information (2012)

Program	Age Group	Class Length*	Max. class size	Homework	Program Goals	Tuition**
R	4-year-olds and kindergarteners (Parent attendance required)	1 ¼ hours	18	20-30 min. 4 x each week (with parent)	Letter Recognition Phonemic Awareness Beginning Phonics Love of Books & Reading	$239
1	1st graders (Parent attends first hour of each class)	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics Sight Words Independent Reading Love of Books & Reading	$299
2	2nd graders	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics and Word Attack Fluency Comprehension Independent Reading	$299
3	3rd graders	2 hours	20	45 min. 4x each week (with some parental assistance)	Long-Word Decoding Fluency Comprehension Independent Reading	$299
4	4th and 5th graders	2 ¼ hours	22	45 min. - 1 hr 4x each week	Comprehension Long-Word Decoding Fluency Independent Reading	$299
5	6th to 8th graders	2 ½ hours	28	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	$299
6	9th to 11th graders	2 ½ hours	30	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	$299
7	12th graders, college students, and adults	2 ½ hours	30	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	$299

8/8/2011

*All programs meet once a week for five weeks.

**Scholarship tuition is $99. Faculty or Staff Discounted Tuition is $239.

Addendum No. 1 to the

Automated Teller Machine Site License and Service Agreement
Between
Coast Community College District (Coastline Community College)
and
SchoolsFirst Federal Credit Union *(formerly Orange County Teachers Federal Credit Union)*

By their respective signatures below, Coast Community College District (Coastline Community College) (herein called "Customer") and SchoolsFirst Federal Credit Union (herein called "SchoolsFirst") agree to modify the following terms of the Automated Teller Machine Service Agreement dated January 2, 2009, and/or incorporate the following terms into the Automated Teller Machine Service Agreement (herein called "Agreement"):

1. Section 2.0 – Term is hereby amended as follows:
   Subject to the termination set forth in the Agreement, the parties hereby renew the Agreement for a period of three (3) years (herein called a "Renewal Term") from the expiration of the Renewal Term, such date being January 19, 2012. Subsequent renewals of this Agreement beyond January 18, 2015, (each a "Subsequent Renewal Term") shall be upon mutual written consent of the parties hereto.

2. Section 19.0 – is hereby amended as follows:

   SchoolsFirst Mailing Address:

   SchoolsFirst FCU
   15222 Del Amo Ave.
   Tustin, CA 92780
   ATTN: Diane Reese
   714.466.8409

Except as expressly stated above, the terms of the Agreement remain in full force and effect. This Addendum together with the Agreement and any applicable Addenda shall be the complete and exclusive statement of the arrangement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

This Addendum shall become effective on the date the second of the two parties executes this Addendum below.

Coast Community College District (Coastline Community College)	**SchoolsFirst FCU**
_____ Signature	_____ Signature
	Jose Lara
_____ Print Name	_____ Print Name
President, Governing Board of Trustees Title	SVP Automation and Business Services Title
_____ Date	_____ Date

Attachment 11

ORIGINAL

SchoolsFirst™
FEDERAL CREDIT UNION
Serving School Employees as OCTFCU Since 1934

AUTOMATED TELLER MACHINE SITE LICENSE AND SERVICE AGREEMENT

This ATM Site License and Service Agreement ("Agreement") is effective this 2nd day of January 2009 ("Effective Date") and is entered into by and between SchoolsFirst Federal Credit Union, (herein called "SchoolsFirst FCU"), with a principal place of business at 2115 North Broadway, Santa Ana, California 92711 and Coastline Community College, (herein called "Customer"), with a principle place of business at 11460 Warner Ave. Fountain Valley, CA 92708.

RECITALS

WHEREAS, Both Parties desire to continue to have Automated Teller Machines (herein called "Existing ATMs"), in all of the Facilities owned or leased by Customer listed on Exhibit A attached hereto and made part hereof, (collectively, the "Facilities"). For purposes of this Agreement, ATMs shall include all devices functionally equivalent to an ATM whether they are referred to by their manufacturers as customer bank communication terminals, remote service units or otherwise; however, ATMs shall not include any machines which sell merchandise or perform transactions of a nature other than financial transactions; and

WHEREAS, SchoolsFirst FCU is specially trained, experienced and competent to provide, install, and maintain an ATM on Customer's facilities, and participates in networks of financial institutions for the provision of electronic funds transfer services (an "EFT System"); and

WHEREAS, SchoolsFirst FCU previously installed and maintained the Existing ATMs in accordance with that certain Automated Teller Machine Service Agreement dated January 2, 2006 (herein called "Previous ATM Agreement") entered into by and between SchoolsFirst FCU and Customer. The Previous ATM Agreement expired in accordance with its own terms. This Agreement shall replace the Previous ATM Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the Parties to this Agreement do hereby agree as follows:

1.0 **License.**
Subject to the terms and conditions set forth in this Agreement (i) Customer grants SchoolsFirst FCU the exclusive license to continue to provide at no cost one (1) ATM in each of the Facilities in the Approved Location (defined in 4.0), and (ii) SchoolsFirst FCU agrees to continue to operate an ATM in each of the Facilities in the Approved Location. Notwithstanding anything to the contrary in this Agreement, in no event shall SchoolsFirst FCU have the right or obligation to operate an ATM in any Store prior to the time such Store is first open for business to the public.

2.0 **Term.**
This Agreement shall be in full force and effect for a period of three (3) years commencing on the Effective Date, (herein called "Initial Term"), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a "Renewal Term"), shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, Customer shall surrender possession of the Existing ATM and all related equipment (the "ATM System") in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst FCU, at its sole cost and expense, shall remove the ATM System and return Customer's facilities to the condition to be mutually agreed upon between the Parties.

2.1 SchoolsFirst FCU will remove the ATM System, and return the Customer's property to its original condition if Customer's site is sold before the end of the Agreement. In the event of such sale, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

3.0 **Installation.**

3.1 Should Customer wish to add a new location during the term of this Agreement (herein called "New ATM"), SchoolsFirst FCU shall, as soon as reasonably possible after the Effective Date and at it sole expense, perform all acts necessary to install, operate, maintain and secure the New ATM in all of the Facilities in the Approved Locations, including, without limitation, site preparation, power installation and data line installation.

3.2 In connection therewith, SchoolsFirst FCU shall, at it sole expense, obtain all permits and approvals required by governmental authorities for the installation and operation of the New ATM in the Facilities and for all other work or activities SchoolsFirst FCU is required to perform or conduct under the terms of this Agreement, excluding, however, any permits and approvals required for the power installation for each New ATM (collectively, "Permits"). In no event shall SchoolsFirst FCU install or operate a New ATM in any Store without first having obtained all necessary Permits for such Store. SchoolsFirst FCU represents, warrants and

covenants that is has previously filed or will, as soon as reasonably possible after the Effective Date, file the necessary applications for such Permits and diligently pursue issuance of same.

3.3 In the event that SchoolsFirst FCU cannot obtain the necessary Permits with respect to any Store(s) within three (3) months after the Effective Date ("Approval Period"), either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Store(s) upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period SchoolsFirst FCU obtains the necessary Permits for such Store(s).

3.4 SchoolsFirst FCU shall give Customer written notice of the date of installation and commencement or operation of the New ATM in a Store, which notice must be signed by Customer and sent to Customer at the address specified in Paragraph 22.0 below within ten (10) days after the New ATM is first installed (and is operational) in the Store. The New ATM shall be and remain the sole property of SchoolsFirst FCU.

4.0 **Location.**

4.1 Customer and SchoolsFirst FCU shall mutually agree, in writing, upon the location of the New ATM within each Store ("Approved Location") as well as the layout and décor of the New ATM. Should the Parties, despite the exercise of good faith efforts, be unable to agree on the Approved Location for the New ATM within a Store prior to the expiration of the Approval Period, either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Store upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period the Parties agree on the Approved Location for the New ATM in such Store.

4.2 Customer may, from time to time, in its reasonable discretion, request that the location of the Existing ATM within a particular Store be changed. In such event, Customer shall notify SchoolsFirst FCU in writing to schedule the relocation and pay all costs associated with the relocation. Should the Parties be unable to agree upon a new location for the Existing ATM within a particular Store within forty five (45) days after SchoolsFirst FCU's receipt of Customer's written request that the Existing ATM location be changed, this Agreement shall terminate as to that particular Store provided, however, that such termination shall be ineffective and void if during said forty five (45) day period the Parties agree on the new location for the Existing ATM. In the event of any such termination, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

5.0 **Signs.**

5.1 **Exterior.** SchoolsFirst FCU shall not have the right to install any exterior building signs unless SchoolsFirst FCU first obtains (i) Customer's prior written approval which Customer may withhold in its reasonable discretion and (ii) the prior written approval of any third parties (including, without limitation, governmental agencies) who have approval rights over the same. In connection therewith, SchoolsFirst FCU acknowledges that it shall be Customer's sole responsibility to determine which, if any, third parties have approval rights over SchoolsFirst FCU's proposed signage, it being understood that Customer makes no representation as to which, if any, third party approvals are necessary. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all approved exterior signs, except electrical power costs which shall be paid by Customer.

5.2 **Interior.** SchoolsFirst FCU may provide and install a sign or signs, on or above each ATM that identifies it as an ATM owned by SchoolsFirst FCU and, while SchoolsFirst FCU is a participant in any EFT System, as an ATM available to such EFT System's cardholders. Such signs may include SchoolsFirst FCU and system logos as appropriate. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all interior signs, except electrical power costs which shall be paid by Customer.

6.0 **Surcharging.**

It is the current intent that Members of SchoolsFirst FCU or another credit union that is a member of The CO-OP Network will not pay a service charge for using an ATM. Other fees and/or surcharges may be assessed for users who have their accounts with other banks and financial institutions, or as otherwise determined by SchoolsFirst FCU, in its sole discretion.

7.0 **Responsibilities.**

7.1 During the term of this Agreement, Customer shall be responsible, at its expense, for:

7.1.1 Appointment of a representative to serve as a liaison between Customer and SchoolsFirst FCU. The name of the representative shall be submitted to SchoolsFirst FCU and any changes in the designation of the representative shall be immediately reported to SchoolsFirst FCU in writing;

7.1.2 The cost of electrical power sufficient to operate each Existing ATM and/or New ATM and each approved sign;

7.1.3 The sole responsibility for and control and maintenance of the Facilities, including but not limited to the access area to the Existing ATM and any New ATM, walkways or sidewalks on the Property within fifty (50) feet of the Existing ATM and any New ATM, and the parking area;

7.1.4 Providing custodial services for such areas and will maintain the areas as may be reasonably necessary or required by law to promote the safety of persons on the property using the ATM System;

7.1.5 Reserving a minimum of one (1) parking space near the Existing ATM and any New ATM for maintenance and servicing

7.1.6 If the ATM System is external to the Store, Customer shall reserve an additional space near the ATM System. The parking spaces shall be reserved for, and conspicuously marked for use by persons using the ATM System, and shall be lighted adequately during hours of darkness. The parties acknowledge that the parking spaces so provided may comprise a portion of a larger parking area that is controlled by the Customer. SchoolsFirst FCU shall have no responsibility for the operation or maintenance of the parking area and spaces provided;

7.1.7 Expeditiously reporting vandalism and/or exterior damage to SchoolsFirst FCU's central network control site;

7.1.8 Providing SchoolsFirst FCU's maintenance personnel access at all times to the ATMs, including without limitation telephone access for local or toll free calls while servicing the ATMs;

7.1.9 Direct customers' to the ATMs; and

7.1.10 Illuminating the ATMs during the Store's business hours.

7.2 During the term of this Agreement, SchoolsFirst FCU or its designated agent shall be responsible for performing all necessary maintenance and service of the ATMs in order to keep the ATMs in good working condition at all times (said maintenance and service to be performed, to the extent practicable, between the hours of 8 a.m. through 9 p.m. local time each day) including, without limitation:

7.2.1 Appointment of a representative to serve as a liaison between SchoolsFirst FCU and Customer. The name of the representative shall be submitted to Customer and any changes in the designation of the representative shall be immediately reported to Customer in writing;

7.2.2 Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair, and maintenance, including replacement of parts;

7.2.3 Maintenance of communication lines and communications' links to SchoolsFirst FCU's computer and to any applicable EFT System;

7.2.4 Clearing and settlement of transactions;

7.2.5 Providing cash, receipts, ribbons and other supplies as required;

7.2.6 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to the installation, operation, and maintenance of ATM System; and

7.2.7 SchoolsFirst FCU shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of Customer, except for those services required for the normal operation of an ATM System.

7.3 SCHOOLSFIRST FCU will use its best efforts to ensure that the ATMs are operational and available for use at all times when each Store is open for business to the public. An ATM is operational when it is capable of performing:

7.3.1 The following functions for SchoolsFirst FCU's customers: (i) cash withdrawals from checking and savings, (ii) deposits to checking and savings, (iii) cash advances from credit accounts, (iv) transfers between checking, savings, and credit accounts, and (v) balance inquiries on checking, savings, and credit accounts; and

7.3.2 The functions allowed by other ATM networks belonging to an EFT System in which SchoolsFirst FCU is a participant.

SchoolsFirst FCU will use its best efforts to ensure that no ATM shall be incapable of performing the functions described in subsections 7.3.1 and 7.3.2 above for any reason (other than reasons described in Section 28.0

hereof, Force Majeure, and for performance of standard maintenance and cash replenishment) for more than three percent (3%) of the time any Store is open for business to the public during any three (3) month period.

8.0 **Utilities.**

SchoolsFirst FCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fees and charges. Customer shall furnish, at its sole cost and expense, all lighting, air conditioning, heat, and electricity for each Store. Where such services are the responsibility of a third party, Customer will use due diligence, at no cost or liability to SchoolsFirst FCU, to obtain conformance with this paragraph. If for any reason any utility services are disconnected or suspended, SchoolsFirst FCU shall not be entitled to any reimbursement, compensation, damages or abatement of any fees payable by SchoolsFirst FCU hereunder because of such discontinuance or suspension, nor shall Customer be liable to SchoolsFirst FCU for any interruption of its operations occasioned by such suspension or discontinuance or by any other means beyond Customer's reasonable control.

9.0 **Security.**

SchoolsFirst FCU acknowledges that Customer is not an insurer of the ATMs and that Customer has no obligation to provide security for the ATMs except as expressly provided herein or required by applicable law. SchoolsFirst FCU hereby releases Customer from and against any Costs as defined below, which SchoolsFirst FCU might sustain by virtue of a robbery or theft of the ATMs or its contents or any failure of Customer to provide security (for robbery, theft, or fire) at the Facilities. SchoolsFirst FCU further agrees to indemnify, defend and hold Customer harmless for any Costs relating to a robbery or theft of the ATM or an attempted robbery or theft. The foregoing notwithstanding, SchoolsFirst FCU shall not release Customer from liability nor indemnify Customer, to the extent any such Costs result from Customer's breach of this Agreement or failure to comply with applicable law.

10.0 **Personal Property; Taxes.**

All equipment and other personal property used or placed upon the ATM site by SchoolsFirst FCU and each part thereof is and for all purposes shall remain SchoolsFirst FCU's personal property and shall not become or be considered real property or a part of a building, regardless of whether or by what means it is or may become attached or affixed to such building, and SchoolsFirst FCU may place on the ATM site a statement to this effect or any other statement SchoolsFirst FCU deems necessary or desirable to disclose and protect its interest in the ATM site and in the personal property. SchoolsFirst FCU shall pay during the term of this Agreement all taxes and assessments against all personal property placed in each Store by SchoolsFirst FCU pursuant to this Agreement, including, without limitation, all license fees, taxes, and other charges which may be required to be paid by any city, county, state, or federal authorities for the use, operation, or maintenance of ATMs placed on such premises.

11.0 **Indemnity.**

11.1 Customer agrees to indemnify, defend and hold harmless SchoolsFirst FCU, its agents, contractors and employees from and against all liabilities, claims, damages or loss, including, without limitation, attorney fees, costs and expenses (collectively "Costs"), arising out of or resulting from Customer's negligence or willful misconduct except to the extent, if any, said Costs result from the willful misconduct or negligence of SchoolsFirst FCU, its agents, contractors or employees.

11.2 Customer shall obtain and maintain a policy of commercial general liability insurance insuring Customer against claims for personal and advertising injury, bodily injury, and property damage. Such insurance shall be in an amount of not less than $1,000,000 for personal and advertising injury and not less than $1,000,000 for bodily injury and property damage. Such insurance may be provided through a program of self-insurance.

11.3 SchoolsFirst FCU agrees to indemnify, defend and hold harmless Customer, its agents, contractors and employees from and against all Costs arising out of or resulting from:

11.3.1 SchoolsFirst FCU's negligence or willful misconduct, except to the extent, if any, said Costs in subsection 11.3.1 or 11.3.2 of this Paragraph 11.3 result from the willful misconduct or negligence of Customer, its agents, contractors or employees; or

11.3.2 A claim that Customer is engaged in banking operations by virtue of this Agreement.

11.4 Excluded from the above provisions of indemnity shall be any claim or liability of either Party to the other for loss of damage caused by fire, earthquake, flood, or other natural casualty, strike, facilities lockout or governmental actions, or malfunctioning or tampering with the ATM System, for which neither party will be liable to the other. In the event of such fire, earthquake, flood or other natural casualty, the Parties agree that SchoolsFirst FCU shall have the right to terminate this Agreement as to such Store at any time upon notice to Customer, should Customer fail to complete reconstruction of the Store within 180 days of such calamity. All rent shall be abated during the time SchoolsFirst FCU is unable to operate the ATM System.

12.0 **Insurance.**
SchoolsFirst FCU agrees to carry and maintain from the Effective Date of services until the expiration of the Initial Term or any subsequent Renewal Term of this Agreement the following insurance policies:

12.1 Comprehensive General Liability Insurance in an amount not less than one million dollars ($1,000,000) per occurrence;

12.2 Statutory Workers' Compensation Insurance;

12.3 Thirty (30) day written notice to customer of cancellation or reduction in coverage.

12.4 An endorsement to said policies naming Customer and their officers, agents, and employees as additional insured's.

13.0 **Advertising.**

13.1 SchoolsFirst FCU will make a reasonable and good faith effort to advertise the location of the ATMs in the Facilities through means such as media advertising, direct mailings (e.g., statement stuffers) and demonstration and usage programs, as SchoolsFirst FCU deems appropriate. Customer represents that it is the owner of the Store name and logo. SchoolsFirst FCU hereby agrees that it acquires no license or other interest to use Customer's marks or logos (i) to advertise or identify its business or services, or (ii) in a manner stating or implying its services or business are sponsored, endorsed, or connected with Customer. Customer may, in its sole and absolute discretion, advertise the location of the ATMs in the Facilities through means such as media advertising, incentives (e.g., coupons) and in-store advertising (e.g., bag stuffers and advertisements on bags). SchoolsFirst FCU shall have access to each ATM during normal business hours for demonstrating the ATM to customers.

13.2 Subject to Customer's prior written approval, SchoolsFirst FCU shall be entitled to use the exterior portions of the ATM for the placement of sales material designed to promote SchoolsFirst FCU's products and services.

13.3 SchoolsFirst FCU may use the Customer's name solely for the purpose of advertising the location of the ATMs, provided Customer has given prior written approval of such use. Customer may use the names of SchoolsFirst FCU and any EFT System in which SchoolsFirst FCU may, from time to time, be a participant, provided SchoolsFirst FCU has given prior written approval of each such use, for the purpose of advertising the existence and locations of the ATMs.

14.0 **Liens.**
SchoolsFirst FCU agrees to pay in full when due and discharge all claims for labor performed (or alleged to have been performed) and materials and services furnished (or alleged to have been furnished) in connection with the installation or operation of the ATMs so as to prevent the assertion of claims of lien against the Facilities or the land upon which the Store is located. SchoolsFirst FCU shall have the right, at it sole expense, to contest, in good faith, the validity of any such lien; provided, however, SchoolsFirst FCU shall, within thirty (30) days after notice from Customer to do so, and sooner as necessary to prevent foreclosure and/or enforcement of the same, procure the release of any such lien in a manner satisfactory to Customer, whether by payment, posting of bond, obtaining an appropriate court order, or otherwise.

15.0 **Bonds.**
SchoolsFirst FCU shall for the term of the Agreement, bond all of its employees engaged in providing services under this Agreement. SchoolsFirst FCU shall at times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in providing the services required under this Agreement. SchoolsFirst FCU shall also provide identification cards, patches or badges to all employees engaged in providing services under this Agreement.

16.0 **Right of Exclusivity.**
Customer shall not permit the installation of any other institution's ATM System inside or outside of the Facilities during the Initial Term or any subsequent Renewal Term of this Agreement.

17.0 **Not a Partnership.**
SchoolsFirst FCU shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which services required of SchoolsFirst FCU by the terms of this Agreement are performed. The employees and agents of SchoolsFirst FCU shall not be considered for any purposes to be employees of Customer. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Customer and SchoolsFirst FCU's agents or employees. SchoolsFirst FCU assumes exclusively the responsibility for acts of its employees or agents as they relate to the services to be provided under this Agreement.

18.0 **Governing Law.**
The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of California, through California State courts with venue in Orange County, California.

19.0 **Notices.**
All notices or demand to be given under this Agreement by either Party to the other, shall be in writing and given either by: (i) personal services; or (ii) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notice shall be considered given and received if personally served or, if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.

At the commencement date of this Agreement the address of the Parties are as follows:

SchoolsFirst FCU Mailing Address:
SchoolsFirst FCU
P.O. Box 11547
Santa Ana, CA 92711
ATTN: Sean Hardeman
714.466.8501

Customer Mailing Address:
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
ATTN: Shirley Spencer

20.0 **Waiver.**
The waiver by either party of any covenant or obligation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant or obligation, nor shall such waiver affect or prejudice the Party's rights or remedies hereunder with regard to any subsequent breaches.

21.0 **Termination/Expiration.**
In the event either Party exercises any right it has hereunder to terminate this Agreement as to one or more of the Facilities or in the event this Agreement otherwise terminates as to one or more Facilities, or in the event the Parties mutually agree to add any Facilities, beyond those Facilities listed on Exhibit A attached hereto, to the scope of this Agreement, both Parties shall, upon the request of the other Party, execute an amendment to this Agreement substituting a revised and current Exhibit A which omits the terminated Facilities or lists the additional Facilities, as the case may be. Within thirty (30) days after the expiration or earlier termination of this Agreement (as to one or more Facilities), SchoolsFirst FCU shall, at it sole expense (except as otherwise provided herein), remove from each Store with respect to which the Agreement has terminated or expired all ATMs and trade fixtures related thereto and shall fully repair any damages caused hereby so as to restore the affected area to its condition as it existed prior to the placement of an ATM therein, ordinary wear and tear excepted. If SchoolsFirst FCU fails to remove all ATM machines and related trade fixtures within said thirty (30) day period, the ATM machines and related trade fixtures may be removed and stored by Customer at SchoolsFirst FCU's sole cost and expense.

22.0 **Holding Over.**
After the termination of this Agreement any holding over by **SchoolsFirst FCU** without the consent of Customer will create a tenancy at will, which shall be terminable at any time by Customer upon written notice to **SchoolsFirst FCU**.

23.0 **Condemnation/Damage and Destruction.**
In the event of a taking by eminent domain of any part of the Store or the premises of which it is a part, or of any damage to or destruction of a Store, either Party may terminate this Agreement with respect to such Store by delivery of written notice to the other Party at any time within thirty (30) days of the date (i) title vests pursuant to the taking (in the case of condemnation) or any transfer in lieu thereof, or (ii) the date of the damage or destruction. In the event any taking by condemnation, or any transfer in lieu thereof, of all or any part of a Store, SchoolsFirst FCU shall not be entitled to any of the award for such taking or transfer. In no event shall SchoolsFirst FCU be entitled to receive any insurance proceeds, which are received by Customer (or to which Customer is entitled) in the event of damage or destruction to, or condemnation of, any of the Facilities.

24.0 **Default.**

24.1 In the event SchoolsFirst FCU is in default in the performance of any obligations to be performed by SchoolsFirst FCU pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days, after the delivery to the defaulting Party of written notice of such default, Customer may:

24.1.1 Declare this Agreement terminated (with respect to any or all of the Facilities), and/or

24.1.2 Pursue all remedies permitted by law.

In the event Customer is in default in the performance of any obligations to be performed by Customer pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days after delivery to Customer of written notice of such default, SchoolsFirst FCU may:

24.1.3 Declare this Agreement terminated as to any or all of the Facilities, and/or

24.1.4 Pursue all remedies permitted by law.

In the event either Party initiates legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall recover its costs of suit, including reasonable attorneys' fees at trial and on any appeal as fixed by the court, from the other Party.

25.0 **Assignment.**
SchoolsFirst FCU may not assign or transfer its rights under this Agreement unless such assignment is to a subsidiary or affiliate of SchoolsFirst FCU, or to any surviving entity into which SchoolsFirst FCU is merged or reorganized. Any other such assignment shall require mutual consent, in writing, from both Parties.

26.0 **Compliance with Law.**
SchoolsFirst FCU shall at all times comply with all requirements, laws, rules, regulations and ordinances applicable to the operation of the ATMs in the Facilities and shall not conduct or permit to be conducted any unlawful business in the Facilities nor shall SchoolsFirst FCU use the ATMs or exercise its rights hereunder for any unlawful business or purpose. The Parties agree that if any ATMs must be made inoperable because of legislative, judicial or administrative law, rule or order or other governmental action which, in the reasonable opinion of SchoolsFirst FCU or Customer makes this Agreement illegal or creates a reasonable doubt of the legality of this Agreement or the placement and operation of the ATMs hereunder, or makes the continued operations of the ATMs unprofitable or undesirable, either Party may, upon thirty (30) days' prior written notice to the other Party, terminate this Agreement as to the Facilities affected by such laws.

27.0 **Facility Closing.**
SchoolsFirst FCU expressly acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, Customer shall have the right, at any time, to temporarily or permanently close any of the Facilities (and discontinue Customer's business in the Facilities), for any reason whatsoever in its sole and absolute discretion, without liability or further obligation to SchoolsFirst FCU. Customer agrees to give SchoolsFirst FCU thirty (30) days' prior written notice of such closure ("Closure Notice"). The Closure Notice shall specify whether the Facility closure is anticipated to be temporary (which for purposes of this Agreement is less than three (3) months) or permanent (which for the purpose of this Agreement is three (3) months or more); however, SchoolsFirst FCU acknowledges and agrees that, notwithstanding a statement by Customer that the Facility closure is temporary, Customer shall have the right at any time to notify SchoolsFirst FCU that such closure is permanent. If the Facility closure is permanent, this Agreement shall terminate as to the closed Facility as of the date of cessation of Customer's business therein. If the Facility closure is temporary, this Agreement shall continue in full force and effect except that any applicable License Fees due hereunder shall abate during the period of Facility closure and SchoolsFirst FCU shall, during the period of Facility closure, be relieved from obligation to operate the ATM in the Facility.

28.0 **Force Majeure.**
The Parties shall be excused from the performance of any obligation imposed herein for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties, an act of God, fire, strike, loss of transportation, facilities lockout, or commandeering of materials, products, plants, or facilities by the Government, war, civil disturbance, court order, or other cause (other than financial) beyond its reasonable control, including failures of fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment, and such performance will not be a default hereunder or a ground for termination of this Agreement.

29.0 **Modification.**
Except as specifically provided herein, this Agreement may not be modified without the prior written consent of both Parties.

30.0 **Severability.**
The invalidation of any of the covenants, conditions, restrictions or other provisions contained herein, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other covenants, conditions, restrictions or other provision hereof, or the application thereof to any other person or entity, and those covenants, conditions, restrictions or provisions not invalidated shall remain in full force and effect.

31.0 **Confidentiality.**

31.1 Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; (iii) the terms and conditions of this Agreement, including financial transaction volumes. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.

31.2 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

32.0 **Warranties of Authority.**
Customer and SchoolsFirst FCU each warrant and represent to the other that the execution and delivery of this Agreement and any related documents and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and that this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms.

33.0 **Facility Operations.**
No provision of this Agreement shall be interpreted to restrict or prevent Customer from opening, closing, selling, purchasing, remodeling, rearranging or taking any other action with respect to the ownership or operation of its Facilities and SchoolsFirst FCU expressly acknowledges and agrees that this Agreement is subject to Customer's right to engage in the same.

34.0 **Entire Agreement.**
This Agreement contains the entire agreement between Customer and SchoolsFirst FCU regarding the services and any agreement hereafter made shall be ineffective to modify this Agreement in whole or in part unless such agreement is embodied in an amendment to this Agreement which has been signed by both Parties. This Agreement supercedes all prior negotiations, understandings, representations, and Agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

SchoolsFirst Federal CREDIT UNION

Alayne Charlton
Authorized Signature

ALAYNE CHARLTON
Printed name

SVP, MEMBER SERVICE DELIVERY
Title

10/14/08
Date

CUSTOMER

C M Brahmbhatt
Authorized Signature

Printed Name C.M. BRAHMBHATT, VICE CHANCELLOR ADMINISTRATIVE SERVICES

Title

NOV 0 6 2008
Date

Exhibit A

ATM Site Locations

Location Name	Location Address	Location City	Location State	Location Zip Code
Coastline Community College	11460 Warner Avenue	Fountain Valley	California	92708

This Agreement is made, as of January 19, 2012 (the "Effective Date"), by and between Cengage Learning, Inc., 5 Maxwell Drive, Clifton Park, NY 12065 ("Cengage"), and Coast Community College District (Coastline Community College), 11460 Warner Ave., Fountain Valley, CA 92708 ("Institution").

Whereas, Cengage has entered into an ebook agreement ("the "Ebook Agreement") with MBS Textbook Exchange ("MBS"), whereby MBS serves as the online bookstore providing fulfillment services for certain institutions regarding the provision of Materials as defined, in relevant part, in the Ebook Agreement as electronic files of ebooks and ancillary materials that are integral to the ebooks, without which the ebooks would be rendered unusable, all as agreed to by Cengage and MBS; and

Whereas, Cengage and Institution desire to enter into an agreement to provide for certain terms and conditions pursuant to which the materials will be provided by MBS to Institution and Institution's students, faculty and administrators ("Institution Authorized Users") pursuant to the Ebook Agreement,

Now, Therefore, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Institution hereby acknowledges that Cengage and MBS have entered into the Ebook Agreement which shall govern the provision of Materials by MBS to Institution and Institution Authorized Users.

2. Institution hereby agrees to the inclusion of the provisions contained in Exhibit A attached hereto and made a part hereof in the Ebook Agreement and that such provisions shall apply to the provision of Materials by MBS to Institution and Institution Authorized Users pursuant to the Ebook Agreement.

3. Institution acknowledges that any amounts charged by MBS to Institution and Institution Authorized Users above those prices provided in Exhibit A are to be agreed between Institution and MBS and Cengage will not receive such amounts.

4. The initial term of this Agreement and the provision of the Materials to Institution and Institution Authorized Users pursuant to the Ebook Agreement shall commence on January 19, 2012, and shall continue until June 30, 2013.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

CENGAGE LEARNING, INC.	COAST COMMUNITY COLLEGE DISTRICT COASTLINE COMMUNITY COLLEGE
By: _____	By: _____
Printed Name: _____	Printed Name: _____

Title: _____ Title: _____

Exhibit A

Length of Access to Materials by Authorized Users and Digital Prices

Institution Authorized Users may have access to the Materials listed on Appendix I attached hereto and made a part hereof for the following time frame and at the corresponding Digital Price for student Institution Authorized Users:

Time Frame	Digital Price
One hundred eighty (180) day access	Fifty percent (50%) off of Cengage's then current list price of the print version of the Material

For access to the Materials hereunder by Institution Authorized Users who are faculty or administrators of Institution, there shall be no charge.

MBS Payment

For all Materials accessed hereunder by student Institution Authorized Users, MBS shall pay Cengage the Digital Price for each of the Materials accessed by each of the student Institution Authorized Users who access such Materials.

Format

pdf

DRM Parameters

The digital rights management technology included in the Materials shall restrict users as follows:

1. May not have a publication file on more than two (2) concurrent devices owned by the same user;
2. May not cut, copy, paste or forward more than one (1) chapter of the eBook Title per user session;
3. May not print, including print to pdf, more than one (1) chapter of the eBook Title per user session;
4. May not print, including print to pdf, copy, cut, paste or forward any material from the eBook Title without a dynamic watermark or other statement that indicates the material is protected by copyright and the i.d. of user to the extent possible;

Content Platform Company

MBS Direct Digital platform

APPENDIX I

Titles listed on Excel Spreadsheet attached hereto as Addendum I dated January 19, 2012

Course	Edition Status	ISBN	Author	Title	Edition	Publisher	Sub Pub
MS C100	NE	0324423012	PLUNKETT	MANAGEMENT:MEETING+EXCEED.CUSTOMER...	9TH 08	CENGAGE L	S-W
BC C112		0324662394	CLARK	HOW 12:HANDBOOK F/OFFICE PROFESSIONALS	12TH 10	CENGAGE L	S-W
HSVC C101		0495006254	OKUN	EFFECTIVE HELPING	7TH 08	CENGAGE L	B/C
MRSC C100	NE	049539193X	GARRISON	OCEANOGRAPHY	7TH 10	CENGAGE L	B/C
ECOL C100	OE	0495556718	MILLER	LIVING IN THE ENVIRONMENT	16TH 09	CENGAGE L	B/C
ENGL C099		0495798576	FAWCETT	EVERGREEN:GDE.TO WRITING W/RDGS.	9TH 11	CENGAGE L	WAD
ANTH C100		0495810827	HAVILAND	CULTURAL ANTHROPOLOGY-TEXT	13TH 11	CENGAGE L	WAD
ANTH C185		0495812196	HAVILAND	EVOLUTION+PREHISTORY:HUMAN...-TEXT	9TH 11	CENGAGE L	WAD
HSVC C273		0495812269	COREY	BECOMING A HELPER	6TH 11	CENGAGE L	B/C
BUS C100		053847808X	PRIDE	BUSINESS	11TH 12	CENGAGE L	S-W
FN C175		0538733411	BROWN	NUTRITION THROUGH THE LIFE CYCLE	4TH 11	CENGAGE L	WAD
FN C170		0538734655	WHITNEY	UNDERSTANDING NUTRITION-TEXT	12TH 11	CENGAGE L	WAD
CIS C100	OE	0538744812	PARSONS	COMPUTER CONCEPTS 2011,COMPREH.-W/CD	11	CENGAGE L	COURSE TEC
BC C120		0538750057	SHELLY	MICROSOFT EXCEL 2010:COMPLETE	11	CENGAGE L	CENGAGE L
BC C121		0538750057	SHELLY	MICROSOFT EXCEL 2010:COMPLETE	11	CENGAGE L	CENGAGE L
BC C185		0538753730	ZIMMERMAN	NEW PERSP.ON MS.OFFICE POWERPT 2010	11	CENGAGE L	COURSE TEC
HSVC C102		0840034296	KANEL	GUIDE TO CRISIS INTERVENTION	4TH 12	CENGAGE L	B/C
BUS C150		1111221782	BOONE	CONTEMPORARY MARKETING	15TH 12	CENGAGE L	S-W
CST C128		1423902459	DEAN	NETWORK+ GDE.TO NETWORKS-W/CD	5TH 10	CENGAGE L	COURSE TEC
CST C230	OE	1428340661	CIAMPA	SECURITY+ GDE.TO NETWORK SECUR...-W/CD	3RD 09	CENGAGE L	COURSE TEC
CST C117		1435487370	ANDREWS	A+ GUIDE TO SOFTWARE-W/CD	5TH 10	CENGAGE L	COURSE TEC
CST C116		1435487389	ANDREWS	COMPTIA A+ GUIDE TO HARDWARE-W/CD	5TH 10	CENGAGE L	COURSE TEC
BIOL C100		1439046735	STARR	BIOLOGY:CONCEPTS+APPL.(PB)	8TH 11	CENGAGE L	B/C
BC C100		1439078424	SHELLY	MICROSOFT OFFICE 2010:BRIEF	11	CENGAGE L	CENGAGE L

COAST COMMUNITY COLLEGE DISTRICT
Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the Coast Community College District, a California public educational entity, hereinafter called "District", and Fairbank, Maslin, Maullin, & Associates, hereinafter called Consultant, to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:

A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.

B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.

II. TERM. The term of this Agreement shall be commence on December 15, 2011 and shall expire on December 15, 2012, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.

A. DISTRICT-INITIATED TERMINATION. If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.

B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

Attachment 13

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph II.A.

III. GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.

B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.

D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.

E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

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F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.

G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.

H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.

I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.

J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.

IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.

B. All fees shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.

C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.

D. Reimbursable expenses shall be only for actual costs as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.

E. Compensation for additional services, if required, shall be negotiated separately.

F. Total Compensation pursuant to the attached proposal, in the amount of $38,481.00, which includes the initial 800 sample size survey of a 20-minute duration and a translation to Vietnamese and Spanish.

G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");

b. the breach by Indemnitor of any of the provisions of this Agreement; or,

c. willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's—

a. negligent acts or omissions;

b. breach of any of the provisions of this Agreement; or,

c. willful misconduct.

3. The Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up 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 consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE. The Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.

1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

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Each Occurrence $1,000,000
Products Completed, Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
General Aggregate $2,000,000

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1 million per incident.

3. Professional Liability Insurance, with limits of $1,000,000 per claim and $2,000,000 in the aggregate.

4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—

a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or

b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A– or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:

a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

b. Provide that coverage cannot be canceled without ten days advance written notice to the District.

c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.

d. The General Liability insurance and the Business Automobile Liability insurance policies shall—

i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,

ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.

e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. NONDISCRIMINATION. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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B. PREVAILING WAGE RATES.

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.

3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than $50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

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C. PAYROLL RECORDS.

1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, $25 for each day, or portion thereof, for each

worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

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D. APPRENTICES.

1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journey workers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journey workers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journey workers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If the Consultant or subcontractors or subconsultants employ journey workers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other

contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journey workers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, $25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

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VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District
Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

CONSULTANT

Richard Maullin
_____
Name: RICHARD MAULLIN
Title: PRESIDENT
Address: _____Fairbank, Maslin, Maullin, Metz &
_____Associates, Inc.
_____2425 Colorado Avenue, Suite 180
Telephone: 310 828 1183 Santa Monica, CA 90404 - 3004
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COAST COMMUNITY COLLEGE DISTRICT

_____
Dr. Andrew C. Jones
Chancellor
1370 Adams Avenue
Costa Mesa, CA 92626
Tel: (714) 438-4601

ETP Agreement
ET12-0273

Coast Community College District
Training Project

This ETP Funding Agreement (Agreement) is entered into between the Employment Training Panel (ETP or Panel) and Coast Community College District (Contractor).

This Agreement is for the reimbursement of training costs by the Panel pursuant to its authority at Unemployment Insurance Code Section 10200 *et seq.* The term is from December 31, 2011 to December 30, 2013. Said reimbursement shall be disbursed from the Employment Training Fund in a total amount not to exceed $99,490 (Approved Amount).

This Agreement consists of five Sections and four Exhibits, as shown below:

Section 1. Recitals
Section 2. Representations
Section 3. Performance Standards
Section 4. Payment Details
Section 5. General Provisions

Exhibit A: Chart 1
Exhibit B: Menu Curriculum
Exhibit C: Subcontracts
Exhibit D: Definitions

Exhibits A through D are hereby incorporated-by-reference as part of this Agreement, as if fully set forth herein.

1. Recitals

The parties are entering this Agreement to promote a healthy labor market in California. The purpose of this Agreement is to reimburse training costs from the Employment Training Fund in keeping with ETP program goals at Unemployment Insurance Code Section 10200 *et seq.*

In entering this Agreement, the parties recognize the value of training, particularly the need for California employers to remain competitive in a global business environment. The parties agree that good and valuable consideration exists for this Agreement.

2. Representations

2.1 Legislative Appropriation: Contractor understands that payment under this Agreement is valid and enforceable only if sufficient funds are appropriated in the State Budget Act for the relevant Fiscal Year. Payment under this Agreement is subject to any additional restrictions, limitations or conditions imposed by the Legislature, in the Budget Act or otherwise. If sufficient funds are not appropriated or otherwise made available for disbursement from the Employment Training Fund as needed for this Agreement, the Panel's liability for payment shall be limited to available funds and payment shall be disbursed only for the actual hours of training delivered as of the date Contractor receives a Notice of unavailable funds from ETP.

2.2 Incremental Encumbrance: This Agreement shall be incrementally encumbered insofar as only a percentage of the total Amount Approved will be made available for payment in the first and subsequent Fiscal Year(s).

2.3 Development Fees: Contractor represents that ETP funds will not be used to pay for any fees or costs incurred prior to the Panel's approval of funding under this Agreement.

2.4 Criteria for Participating Employers: Contractor is aware that all participating employers must be subject to paying the Employment Training Tax for each trainee. Contractor is aware that all participating employers must face out-of-state competition, unless funded under Special Employment Training. Contractor is aware that all participating employers must have no more than a 20% turnover rate in the prior calendar year. Contractor is aware that training agencies are not eligible as Participating Employers.

2.5 Funding Limitations: Contractor is aware of Funding Limitations established by the Panel and published on the ETP Website as of the effective date of this Agreement. Contractor represents that it will adhere to these Limitations in its recruitment and selection of Participating Employers.

2.6 Confidentiality: The Panel represents that trainee Social Security Numbers will only be used to access trainee employment and wage history in the Unemployment Insurance data base maintained by the Employment Development Department. The Panel represents that trainee demographic information will only be used to compile statistical data, in the aggregate. The Panel represents that the Social Security Numbers and demographic information will be maintained in confidence using administrative, technical and physical safeguards. Contractor understands that it is solely responsible for obtaining this confidential information from the participating employers or trainees, along with any written release it deems necessary. ETP represents that there is no statutory or regulatory requirement for a written release.

2.7 In-Kind Contribution: Contractor represents that participating employers will make a financial commitment to training and will not use ETP funding to displace their own training resources. In addition, Contractor represents that In-Kind Contributions of at least $52,085 will be made to the cost of training, through wages paid during the hours of training by participating employers and other valuations made in accordance with Title 22, California Code of Regulations (CCR), Section 4401.1.

2.8 Substantial Contribution: Contractor understands that its reimbursement will be reduced by either 15% or 30% for the purpose of making a Substantial Contribution to the cost of training if a participating employer(s) earned payment under a prior ETP Agreement, under the standards set forth in Title 22, CCR, Section 4410. (See also Reimbursement Rate in Section 4.)

2.9 Job-related Training: Contractor represents that training will be in job-related skills.

2.10 Compensation During Retraining: Contractor is aware of the standards for compensating incumbent employees during "mandatory" training in accordance with state and federal work orders.

2.11 Charges to Trainees: Contractor understands that it cannot charge tuition, fees, or costs to trainees for training funded under this Agreement without prior written approval by the Executive Director of ETP.

2.12 Tuition Reimbursement: Contractor represents that it will fully reimburse trainees for any tuition, fees, or costs they may have already paid for training that is funded by ETP.

2.13 Nondiscrimination: Contractor represents that participating employers will be "equal opportunity" employers compliant with all state and federal laws pertaining to fair employment practices.

2.14 Trainer Credentials: Contractor represents that training will only be delivered by instructors who are competent in the subject matter. Contractor represents that: a) instructors will satisfy certification and licensing requirements as may be applicable; b) any trainee who is also a trainer will complete all class/lab hours in each topic of training prior to delivery of training on that topic.

2.15 Responsibility: Contractor understands that it is directly responsible for the administration and delivery of all training funded under this Agreement.

2.16 Liaison: Contractor represents that it will fully inform all participating employers about their rights and obligations under the training project funded under this Agreement, and will periodically review their participation for compliance with the performance standards of this Agreement. Contractor represents that it will promptly inform ETP of any discrepancy or problem regarding the role or performance of participating employers under this Agreement.

2.17 Misrepresentation: Contractor understands that any misrepresentation of material fact made by it or its agent to the Panel or ETP staff, whether set forth herein or otherwise, constitutes grounds for immediate termination of this Agreement.

3. Performance Standards

3.1 Payment Earned: Contractor shall not be entitled to retain the Progress Payments or Final Payment for any trainee unless it demonstrates compliance with the requirements set forth in this Agreement. (See definition of Payment Earned in Exhibit D.) Contractor must demonstrate compliance using ETP procedures, to the sole satisfaction of ETP.

3.2 Hours of Training: Reimbursable hours of training will vary depending on the method of delivery. Advanced Technology (AT) is considered a method of delivery for this purpose. Class/Lab includes Videoconference, Simulated Laboratory and Productive Laboratory. Class/Lab may be delivered by the E-Learning methodology.

3.2.1 Class/Lab/Videoconference. Reimbursement is for actual hours of attendance, within the range of hours for each Job Number as identified in Exhibit B, Menu Curriculum and in Exhibit A, Chart 1. Each trainee must attend training for the minimum number of hours for payment to be earned, and payment cannot be earned for attendance beyond the maximum number of hours.

3.2.2 Range of Hours: Reimbursement for retraining is capped at 200 total training hours per-trainee for Job Number 1 and 60 total training hours per trainee for Job Number 2.

3.3 Retention: All trainees must be employed by a participating employer on a full-time basis, with wages reported in California, for the applicable hours and time period of retention by Job Number. Retention cannot begin until the end of all training per-trainee, and must be completed within the term of this Agreement.

Job Number: 1 Job Description: Priority/Retrainee
Job Number: 2 Job Description: Priority/SB<100

Retention is at least 90 consecutive days full-time with one employer. Full-time employment means 35 hours per week.

3.4 Post-Retention Wage: All trainees must earn at least the Post-Retention Wage identified for the county or region in which trainees are employed. Health benefits (employer share-of-cost for medical, dental and vision care) may be included in wages for Job Numbers 1 & 2.

Job Number: 1 Job Description: Priority/Retrainee
Job Number: 2 Job Description: Priority/SB<100

Trainees must earn at least $14.09 per hour in San Bernardino and Riverside counties, $14.81 per hour in San Diego County, and $15.37 per hour in Los Angeles and Orange counties.

3.5 Trainee Eligibility: All trainees must meet the eligibility standards set forth in Unemployment Insurance Code Section 10201(c).

3.6 Managers and Supervisors: Managers and Supervisors must not exceed 20% of the total trainee population in Job Numbers 1 & 2, as shown in Exhibit A, Chart 1. Otherwise, all trainees must be "frontline workers" within the meaning of Title 22, CCR, Section 4400(ee).

3.7 Top-Level Executives: Payment cannot be earned for Top-Level Executives who set company policy. Trainees employed in the occupation of President, Vice-President, Director, Chief Executive Officer, Chief Investment Officer, Chief Financial Officer, Chief Counsel, General Counsel, Chief Operating Officer and similar capacities are presumed to be Top-Level Executives. That presumption will be rebutted if the occupation(s) is identified in Exhibit A, Chart 1.

3.8 Enrollment: Eligibility for enrollment must be established prior to the start-of-training. To establish eligibility, Contractor must provide ETP with each trainee's Social Security Number. (See also Payments in Section 4.) Eligibility must be established, and enrollment must be reported, in the form and manner prescribed by ETP.

3.9 Multiple Enrollment: A trainee cannot be enrolled in the same Job Number more than once within the same project. A trainee can be enrolled in another Job Number, but only after having completed the minimum number of hours designated for the Job Number in which originally enrolled, and having satisfied the retention and minimum wage requirements applicable to the original Job Number. Thus, enrollment in another Job Number must follow Final Payment under the original Job Number.

Upon enrollment in another Job Number, a trainee must again satisfy the retention and minimum wage requirements, as applicable. The retention requirement cannot be satisfied simultaneously for more than one Job Number.

3.10 Training Ratio: The trainer-to-trainee ratio must not exceed 1:20 for Class/Lab training, except for Advanced Technology and Productive Lab courses in which case the ratio must not exceed 1:10.

3.11 Out-of-State Vendor: No training may be delivered by an out-of-state vendor without prior written approval by ETP. Contractor must provide ETP with written notice of proposed services by an out-of-state vendor at least seven working days in advance, in the form and manner prescribed by ETP.

3.12 Occupations: Training shall be funded only for trainees working in the occupations approved by the Panel for each Job Number, as shown in "Exhibit A, Chart 1."

3.13 Relocation: Contractor will be liable for repaying ETP for any training funds received, at the discretion of the Panel, for a participating employer that relocates or consolidates the California facility at which training is provided or transfers trainee positions to an out-of-state facility, within three years of termination of this Agreement, in accordance with the standards set forth in Title 22, CCR, Section 4446.5.

4. Payment Details

4.1 Reimbursement Rate: Contractor will be reimbursed at an hourly rate per trainee, based on the delivery method and type of training. (See definition of Reimbursement Rate, Exhibit D). All Laboratory, E-Learning, and Videoconference training is reimbursed at the Class/Lab rate.

If a participating employer is responsible for making a Substantial Contribution, the rate will be adjusted accordingly by either 15% or 30% accordingly to the standards in Title 22, CCR, Section 4410. (See Substantial Contribution in Section 2.)

In Job Number 1 the hourly rate is $18 per-trainee for Class/Lab Training and $26 per-trainee for Advanced Technology Training in accordance with the types of training identified in Exhibit B, Menu Curriculum.

In Job Number 2 the hourly rate is $26 per-trainee for Class/Lab Training or Advanced Technology Training in accordance with the types of training identified in Exhibit B, Menu Curriculum.

4.2 Support Costs: Contractor will also be reimbursed up to $6,450 for outreach and recruitment of participating employers by an 8% adjustment to the reimbursement rate for Job Numbers 1 & 2.

4.3 Curriculum: ETP reimbursement is limited to the types of training approved for a given Job Number as shown in "Exhibit B: Menu Curriculum."

4.4 Payments: A trainee must be enrolled and must have completed at least 8 hours of training before any payments will be made. Payments may be made in three stages on a per-trainee basis, by Job Number.

4.4.1 The first Progress Payment (P1) will be approximately 25% of the Average-Cost-per Trainee, payable upon enrollment and after the first eight hours of training.

4.4.2 The second Progress Payment (P2) will be paid upon completion of all training hours. Progress Payment (P1) and (P2) combined cannot exceed 75% of the Actual Cost per trainee within the range of training hours specified in Chart 1 for each Job Number.

Trainees invoiced for P2 will be deemed to have entered into the retention period applicable to the Job Number in which originally enrolled.

4.4.3 The Final Payment (F) is payable at the end of retention, based on hours of training actually completed with reference to the minimum and maximum hours.

4.5 Wage Reporting: Contractor must report the actual hourly wage paid for each trainee at the completion of retention. This information is used by ETP to verify full-time employment.

4.6 Administrative Costs: The hourly reimbursement rate includes an allowance for training administration. Administrative costs funded by ETP shall not exceed 13% of payment earned for Retraining.

4.7 Invoicing: Contractor must submit timely and accurate invoices for the Progress Payments and Final Payment, using the form and manner prescribed by ETP. The Fiscal Closeout invoicing should be submitted to ETP no later than 30 days after this Agreement has terminated.

4.8 Fiscal Closeout: Payments will be made by invoice on a per-trainee basis. The total payments must be reconciled for all trainees taken as a whole at the time of Fiscal Closeout.

4.9 Suspend Payment: ETP may, at its sole discretion, suspend or withhold any payment if it appears Contractor has or will fail to perform its obligations under this Agreement. ETP shall give Contractor written Notice of the suspension/withhold and provide a reasonable opportunity for cure. This right to suspend or withhold payment is in addition to, and may be exercised concurrent with, termination.

4.10 Overpayment: The Progress Payments and Final Payment will not be earned until all performance standards and any other conditions of reimbursement have been satisfied. Contractor must promptly repay ETP for any overpayment identified at Final Closeout, or in a subsequent Audit. Repayment must include statutory interest computed from the first day of the month following the overpayment.

4.11 Unearned Payment: All unearned payments shall be returned to ETP with statutory interest computed from the first day of the month following the date the funds are received. If the Contractor petitions for bankruptcy, ETP shall be listed and scheduled as a creditor.

4.12 Liability Offset: Payments made or earned under this Agreement may be used to offset any outstanding financial liabilities owed under a prior Agreement at the sole discretion of ETP. This provision shall remain in full force and effect until the funds owed have been repaid, including statutory interest.

5. General Provisions

5.1 Party Intent: In the event of ambiguity, the intent of the parties shall be construed in accordance with the written proposal (ETP 130) and open-meeting discussions at the time the training proposal was considered by the Panel. In construing intent, the parties also agree to abide by the definitions set forth in Exhibit D of this Agreement. Otherwise, words and phrases shall be given their common English meaning. Section headings are for convenience only, and not to be used to determine any of the rights or obligations of the parties.

In the event of a material discrepancy between the text of this Agreement and Exhibit A, Chart 1, the latter shall prevail; but for wages in which case Post-Retention Wage in Section 3 shall prevail. All such discrepancies are subject to correction by Amendment.

5.2 Severability: If any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part it shall be modified to the minimum extent necessary; and, the remaining provisions shall not be affected thereby.

5.3 Subcontractor Identification: Contractor must identify all subcontractors as they become known, prior to and during the term of this Agreement, in the form and manner prescribed by ETP. In so doing, Contractor must provide at least the following information: business name and address; contact person name, title, address, phone and email; description of services to be provided; and fees or rate payable.

5.4 Subcontract Terms: Contractor may subcontract with a third party for training or administrative services in connection with this Agreement. ETP shall not be named as a party on any subcontract. A subcontract for administrative services must be in writing, and must be filed with ETP prior to its effective date. A subcontract or oral agreement for training services must be disclosed and its terms made available to ETP upon demand. An administrative subcontract must incorporate the provisions set forth under "Exhibit C: Subcontracts." ETP reserves the right to monitor the delivery of services under any subcontract. Contractor shall use best efforts to correct performance problems identified by ETP as a result of monitoring.

5.5 Participating Employers: Contractor must identify all participating employers as they become known, prior to and during the term of this Agreement, in the form and manner prescribed by ETP. In so doing, Contractor must provide at least the following information: business name and address; contact person name, title, address, phone and email. Contractor may charge participating employers a refundable or nonrefundable deposit as specified in a mutual written Agreement signed by both parties, upon prior review and approval by ETP, as set forth in Title 22, CCR, Section 4409.1.

5.6 ETP Name: Any material used to promote this training project, and any other writing that uses the ETP name or logo, must be approved in advance by ETP.

5.7 Audits: ETP has the right, during normal business hours, to examine or audit any and all records, papers and documents related to the delivery of services, including accounting source payroll documents, under this Agreement to the extent it deems necessary. This right begins upon the effective date of this Agreement, and extends to

4 years from termination of this Agreement or 3 years from Fiscal Closeout or appeal resolution, whichever is later. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards and may utilize statistical sampling with extrapolation of an error rate.

5.8 Online Tracking: Contractor must use the ETP Online Class/Lab Tracking System to upload/enter attendance data. Contractor must upload/enter this data within 90 days of the date of training delivery.

5.9 Monitoring Access: Contractor shall ensure that ETP has access to its facilities or those of a participating employer or training vendor as needed to monitor performance under this Agreement. Contractor shall use best efforts to ensure that ETP also has access to trainers and trainees for the purpose of performance-related interviews. During the term of this Agreement, all Rosters and any other pertinent records of training delivery or cost must be maintained at the Contractor's central facility in California.

5.10 Rosters: Contractor must maintain the originals of all training attendance Rosters for a period of not less than 4 years from termination of this Agreement or 3 years from Fiscal Closeout or appeal resolution, whichever is later. All Rosters and any other pertinent records of training delivery or cost must be maintained at the Contractor's central facility in California.

5.10.1 Class/Lab: Contractor must maintain original Class/Lab Rosters in hard-copy signed by each trainee and instructor. The only exception is for Contractors using a Learning Management System in which case Class/Lab Rosters may be maintained electronically. (See LMS below.)

5.11 LMS: Contractor may use its own Learning Management System (LMS) to document attendance for purposes of recordkeeping upon prior review and approval by ETP, under the conditions set forth below:

5.11.1 The LMS must be capable of producing electronic printouts by trainee with at least the following information: 1) trainee name; 2) instructor name; 3) training dates; 4) Class/Lab size; 5) hours of training; 6) type of training; 7) course title; and 8) training delivery method.

5.11.2 LMS data entry and access must be controlled through security codes and passwords. The training instructors must verify attendance using pre-configured rules before the data is entered or adjusted. Only the hours of training actually completed may be input for purposes of maintaining a record of attendance at an ETP-funded course.

5.11.3 Contractor represents that it will instruct personnel regarding LMS procedures and security before authorizing them to enter data that documents attendance for an ETP-funded course. Contractor represents that, to the extent practicable, it will maintain a list by name and job title of all personnel authorized to access the LMS.

ETP reserves the right to periodically review LMS for compliance with these standards.

5.12 Termination without Cause: Either party may terminate this Agreement without cause by serving written Notice at least 30 calendar days in advance.

5.13 Termination with Cause: ETP may terminate this Agreement immediately, without serving advance Notice, if it determines at its sole discretion that Contractor or its agent has engaged in fraud, misrepresentation or other egregious conduct in connection with this Agreement, or has violated any law pertinent in the course of meeting its obligations under this Agreement. In the alternative, ETP may terminate this Agreement for a defect in performance or related problem by serving written Notice at least 30 calendar days in advance, and giving Contractor at least that time period as an opportunity to cure the defect or problem, as determined in its sole discretion.

5.14 Indemnification: Contractor shall defend, indemnify and hold harmless ETP along with its Panel, officers, employees or agents from and against any and all claims, complaints, demands, actions, causes of action, liabilities, losses, damages, judgments, awards, fines, settlements, costs or expenses including reasonable attorney's fees arising under this Agreement (Claim). The provisions of this section shall apply to any Claim based on the action or omission of Contractor or its officers, employees, agents or vendors, whether joint or several. ETP shall provide Contractor reasonable assistance in the defense of any Claim. However, ETP reserves the right to defend against a Claim or settle a Claim on its own behalf. Contractor shall not defend or settle in the name of ETP without prior written consent by the signatory of this Agreement for ETP. The parties shall give each other prompt written Notice of any Claim.

5.15 Governing Laws: This Agreement shall be governed by the laws of the State of California. Contractor shall comply with all applicable federal, state and local laws.

5.16 Forum State: The parties agree that any legal action arising under this Agreement, including mediation or arbitration, shall take place in Sacramento, California.

5.17 Survival: The following provisions of this Agreement shall survive its termination: Relocation, ETP Name, Audits, Rosters, Indemnification, Governing Laws, Forum State, Successor Corporation, and Notices.

5.18 Waiver: No delay or failure by either party to exercise or enforce provision of this Agreement shall be considered a waiver thereof. In order to be valid, a waiver must be in writing. A single waiver shall not constitute a continuing or subsequent waiver.

5.19 Other Funds: Contractor shall immediately serve ETP with Notice of any other government funding that is or may be applied to the cost of training under this Agreement. Cost reimbursement by ETP under this Agreement cannot displace, but must supplement, any other government funding. ETP reserves the right to reduce payments or demand the return of overpayments that result from said displacement.

5.20 Assignment: Contractor shall not assign any rights in, nor delegate any obligations under this Agreement or any portion hereof, without prior written consent by ETP.

5.21 Successor Corporation: This Agreement shall be binding on and inure to the benefit of the surviving corporation or other business entity in the event of Contractor's merger. (Corporations Code Section 1107.) This Agreement shall be binding on and inure to

the benefit of the surviving person or entity in the event a controlling interest in its assets or operations is purchased, acquired or transferred, in which case ETP may require the survivor to enter a written Assumption of Liability.

5.22 Entire Agreement: This is the entire Agreement between the parties and it supersedes any prior or contemporaneous communication or understanding between them (written or oral).

5.23 Modifications: Certain terms and conditions of this Agreement may be modified at the request of Contractor with the written approval of ETP so long as there is no increase in the approved amount of funding, and no change in the scope or intent of training.

Modifications are restricted to the following:

a) Add or delete a Job Number;

b) Expand or reduce the Estimated Number of Trainees in a Job Number;

c) Change the trainee Occupations in a Job Number;

d) Redistribute the Estimated Number of Trainees funding between Job Numbers;

e) Add to or delete training courses identified in the Exhibit B, Menu Curriculum;

f) Change or extend the term dates;

g) Revise range of hours so long as there is no change to the per-trainee cap on hours;

h) Add health benefits to wages or change the amount of health benefits to be included in wages;

i) Correct a material discrepancy between the text of this Agreement and Exhibit A, Chart 1. (See Party Intent in Section 5)

If ETP approves a Modification pursuant to (a) through (i) above, it will prepare a written Modification indicating the effective date, and transmit a copy of same to Contractor. Modifications cannot be made after termination of this Agreement.

5.24 Amendment: With the exception of Modifications as provided for above, this Agreement may not be amended except in a writing that is signed by both parties. An Amendment or Modification can only be made based on the mutual agreement of the parties. Amendments cannot be made after termination of this Agreement.

5.25 Notices: All Notices in connection with this Agreement must be in writing, and shall be effective upon receipt. Notice of termination or material breach and final notice of overpayment must be delivered by certified U.S. Mail with return receipt requested, or by a commercial courier with receipt. Otherwise, Notices may be delivered by U.S. Mail, commercial courier, FAX or email. All Notices to ETP must be addressed to the manager of a regional office or the Sacramento headquarters office, as appropriate to the subject matter.

All Notices to Contractor must be addressed to the authorized representative identified below. This same representative is designated as the contact person for general

inquiries by ETP.

The parties agree to keep each other informed as to any change in the contact information for their representatives.

Name and job title: Sallie Salinas, Director Economic & Workforce Development

Email address: Sallie_Salinas@Yahoo.com

Mailing address with zip code: 125 Technology Drive West, Ste. 200, Irvine, CA 92618

Phone number: (949) 341-8026

Fax number: (949) 341-8008

Contractor and ETP agree to the terms and conditions in this Agreement by signature of their authorized representatives set forth below:

Contractor	**ETP**
_____	_____
Signature/Date	Signature/Date
_____	Brian McMahon, Executive Director
Printed Name/Title	Printed Name/Title

Exhibit A: Chart 1

Training Data							Payment Schedule				
1	2	3	4	5	6	7	8	9	10	11	12
Job	Occupations	Type of Training	Estimated No. of Trainees[1]	Cls/Lab Hours	CBT Hour	Average Cost Per Trainee	Pay 1 Enroll	Pay 2 Compl	Pay 3 Hired	Pay 4 Post Retention	Post Retention[2]
1	Large Employer - Engineer, Manager/Supervisor, Office Staff, Production Worker	Priority Industries Multiple-Employer Retrainee	38			$1,155	$288.75	VAR	N/A	VAR	$14.09
687		*Menu Curriculum - Trainees will receive one or more of the following: Continuous Improvement Manufacturing Skills*									
Job Max Total Amount: $ 43,890.00			*Range of Hours: Min = 24 Max = 200 Weighted Avg = 60*								
2	Small Employer - Engineer, Manager/Supervisor, Office Staff, Owner, Production Worker	Priority Industries Multi-Emp Retrainee Small Bus.	50			$1,112	$278.00	VAR	N/A	VAR	$14.09
687		*Menu Curriculum - Trainees will receive one or more of the following: Continuous Improvement Manufacturing Skills*									
Job Max Total Amount: $ 55,600.00			*Range of Hours: Min = 8 Max = 60 Weighted Avg = 40*								

[1] *The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.*
[2] *Post-Retention Wages may vary by county. See Section 3, Performance Standards, in this Agreement.*

Exhibit A: Chart 1

Contract Totals

Program Cost		$93,040
Substantial Contribution	(-)	$0
Multiple-Empl. Support	(+)	$6,450
TOTAL ETP Funding	(=)	$99,490
TOTAL Estimated No. of Trainees		88

[1] *The number of trainees may exceed this figure, provided they receive at least the minimum number of training hours and there are sufficient funds available in the Job Number.*
[2] *Post-Retention Wages may vary by county. See Section 3, Performance Standards, in this Agreement.*

Exhibit A: Chart 1

Turnover Rate	Manager/ Supervisor %	Health Benefits Inc. in Wage?
<20%	<20%	Yes

Location of Training: Training will be provided at the participating employer's training site(s) in California.

Ratios: The ratio of trainers to trainees for class/lab training shall not exceed 1:20 for retrainees.

Health Benefits: Health benefits may vary with participating employers; however, health benefits may be applied to the base wage in order to satisfy the ETP minimum hourly wage of $15.37 per hour for Los Angeles and Orange counties; the ETP minimum hourly wage of $14.09 per hour for Riverside and San Bernardino counties; the ETP minimum hourly wage of $14.81 for San Diego County.

Exhibit B: Menu Curriculum

Class/Lab Hours

Job Number 1:
24– 200

Job Number 2:
8 – 60

Trainees may receive any of the following:

Continuous Improvement

- 5-S Program
- AS 9100
- AS Auditor
- Leadership
- Data Analysis
- Demand Flow Technology
- Design of Experiments
- Engineering Change Process
- Enterprise Baseline Assessment
- Failure Mode & Effects Analysis
- Frontline Leadership
- Intro to Lean Manufacturing
- Inventory Accuracy Program Procedures
- ISO 9000
- ISO Auditor
- Kaizen Process Improvement Workshop
- Lean Enterprise System Overview
- Lean Manufacturing
- Management Planning & Development
- Material Resource Planning
- Metrics Management
- Planning Process
- Preventative Maintenance
- Problem Solving
- Process Deployment
- Process Improvement
- Process Mapping
- Product Fulfillment Process
- Production & Inventory Management
- Pull Systems
- Quality Inspections
- Quality Management Systems
- Quality Standards Process
- Root Cause Analysis

- Set-Up Time Reduction
- Simulation Modeling
- Small Batch Manufacturing
- Statistical Process Control
- Strategic Planning Process
- Total Productive Maintenance (TPM)
- Team Building
- Value Steam Mapping

Manufacturing Skills

- Aircraft Structures & Assembly
- Assembly Operation
- Assembly & Surface Mount
- Blueprint Reading
- Brakes
- CNC Programming
- CNC Machine Operation
- Component Assembly
- Communications Security (COMSEC)
- Coordinate Measuring Machines (CMM)
- Cross-Functional Equipment/Production Skills
- Deburring
- Electrical Fundamentals
- Electronic Assembly Workmanship
- Equipment Operation
- Forklift Training
- Gauges & Calibration
- Geometric Dimension & Tolerances
- Hydraulics
- Injection Molding
- Machinery & Machine Guarding
- Machining
- Manufacturing Technical Processes
- Manufacturing Maintenance
- Manufacturing Resource Planning (MRP)
- Material Handling
- Mechanical Skills

- Numerical Control Functions
- Plastics/Molding
- Production Skills
- Printed Circuit Board
- Production Programming
- Punching
- Quality Control/Assurance Procedures
- Radio Frequency Testing
- Soldering/Welding/Brazing
- Stamping
- Supply Chain Management Techniques
- System Engineering
- Technical Skills Workshop
- Tolerance & Variance Calculations
- Waste Materials Management
- Workflow

Note: Reimbursement for retraining is capped at 200 total training hours per trainee for Job Number 1 and 60 total training hours per trainee for Job Number 2, regardless of the method of delivery.

Exhibit C: Subcontracts

1. The Employment Training Panel (ETP) is not a party to this Agreement. ETP is not obligated in any manner for any liability that may arise out of this Agreement. No third party relationship is intended or created with ETP under this Agreement.

2. Consultant agrees that ETP has the right, during normal business hours, to examine or audit any and all records, books, papers and documents related to the delivery of services, including all accounting source payroll documents, under this Agreement to the extent ETP deems necessary.

3. Consultant agrees that ETP has the right, during normal business hours, to freely observe and monitor the delivery of services under this Agreement with or without the Consultant's presence. In particular, Consultant agrees that ETP has the right to interview trainees, trainers and training personnel.

4. Consultant agrees to maintain all records and other writings that pertain to the delivery of services under this Agreement for a period of no less than 4 years from termination or 3 years from Fiscal Closeout, whichever is later.

5. This Agreement shall be governed by the laws of the State of California. If ETP is named as a party in litigation, arbitration or other proceedings in connection with this Agreement, the exclusive venue and place of jurisdiction will be the County of Sacramento in the State of California.

6. In the event of any conflict or inconsistency between the terms of this Agreement and the ETP Agreement, the latter shall govern and prevail.

7. In no event shall the administrative fees paid under this Agreement with ETP funds exceed 13% of payment earned for Retraining. As used herein, "payment earned" means the amount of reimbursement the Contractor is entitled to retain based on ETP Fiscal Closeout. [Section 4400(r).]

Note: These provisions must be incorporated into any Agreement (subcontract) between Contractor and a consultant for administration of the ETP-funded training project. These provisions need not be used verbatim, but any variation must be approved by the ETP Legal Office.

Exhibit D: Definitions

The parties agree that the following definitions shall govern performance under this Agreement. These terms are used in this Agreement, or may be referred to in the course of program administration by ETP.

Some definitions include references to regulations in Title 22 of the California Code of Regulations or to the Unemployment Insurance (UI) Code, as shown in brackets. The regulations and UI Code are available for review at the ETP website (www.etp.ca.gov).

Actual Cost-per-Trainee: The amount of reimbursement payable on a per-trainee basis at Progress Payment 2 (P2) and the Final Payment (F), based on the actual number of training hours completed.

Approved Amount: The maximum amount of funding approved by the Panel. This amount is distinct from Payment Earned.

Average Cost-per-Trainee: The average cost of training for each trainee enrolled in a given Job Number based on the planned hours of training and the fixed fee rate. This cost is used to calculate the first Progress Payment (P1) at the time of enrollment.

Classroom Training: Formal instruction in a classroom setting that is removed from the trainee's usual work environment, and provided on a regular basis under the constant and direct guidance of a trainer. [Section 4400(y)(1).]

CNA to LVN: Training designed to upgrade the skills of a Certified Nurse Assistant or similar caregiver under a Licensed Vocational Nurse program, leading to LVN licensure. [UI Code Section 10214.9.]

Computer-Based Training (CBT): Instruction provided through computer systems or software and delivered through an electronic medium such as the Internet, Intranet, LAN or CD-ROM. Trainees must participate from a suitable location in California. [Section 4400(ff).]

Curriculum: A list of approved training courses or modules under the Menu as shown in Exhibit B.

E-Learning: Instruction provided by a live trainer via a web-based system in real-time using interactive communication. This includes videoconference training. [Section 4400(y)(4).]

Eligible Employers: Employers are eligible for ETP funding if they are subject to payment of the Employment Training Tax. Employers that have elected an alternate method of financing liability for the payment of Unemployment Insurance benefits can only be eligible for the "incidental placement" of new hire trainees. There are other eligibility standards such as out-of-state competition, to be determined by the Panel on a case-by-case basis. [UI Code Section 10201(b).]

Enrollment: The process of registering a trainee with ETP as an eligible participant in ETP-funded training, once the first eight hours of training have been completed. Trainees are enrolled by Job Number. Once enrolled, they can participate in more than one approved course for that Job Number, on a sequential basis. [Section 4400(dd).]

Entrepreneurial Training: Training in business management and related skills for the owner of a business with 9 or fewer employees. [Section 4409.]

ETP Minimum Wage: The minimum hourly wage that must be paid to trainees at the end of the employment Retention period. [Section 4418.]

Final Payment: Final payment is the final 25% payment based on the number of training hours completed for each trainee. Final payments (F) may be authorized and paid for each trainee after completion of training and the required post-training retention period specified in the agreement. Each trainee must be employed full-time and must receive the minimum wage specified in the Agreement at the end of the employment retention period. Final Payments are reconciled with individual unearned progress payments and are not considered earned until the Fiscal Closeout of the Agreement.

Fiscal Closeout: The process by which ETP determines the actual amount of Payment Earned for all trainees, reconciling the Final Payment with the first two Progress Payments. ETP will give Contractor written Notice of any overpayment that results from Fiscal Closeout within a reasonable time after the term of this Agreement.

Frontline Worker: These are employees who directly produce goods or deliver services. In general they are eligible for overtime compensation, regardless of job title. Managers and Supervisors as defined below are not Frontline Workers. [Section 4400(ee).]

Full-time: Employment of at least 35 hours a week, with exceptions for special programs. [Section 4400(h).]

Funding Limitations: These are industries and occupations identified by the Panel as its lowest priority for funding, and thereby precluded from participation in an ETP funded program, as identified by the Panel on the ETP website Funding Limitations, as of the effective date of this Agreement.

High Unemployment Area: A county or other distinct region of California where the unemployment rate exceeds the state average rate by a given factor, based on data from the Labor Market Information Division (LMID) of the Employment Development Department. The trainees in a High Unemployment Area (HUA) may qualify for a lower minimum wage, a modified Retention period, and/or the waiver of other requirements on a case-by-case basis. [Section 4429.]

Incidental Placement: New Hire trainees may be placed with public, non-profit or other employers who are not subject to payment into the Employment Training Fund on an "incidental" basis not to exceed 20% of the total trainee population under a Multiple Employer Contract, as determined by the Panel case-by-case. New Hire trainees may also be placed with Temporary Staffing agencies, not to exceed 20% of total New Hire population. [UI Code Section 10201(b) and Section 4427.]

In-Kind Contributions: The cost incurred by an employer or participating employer under an ETP-funded project. These costs may be monetary, such as wages paid to trainees during the hours of training. Or, they may be non-monetary, such as the rental value of a facility or room that is made available for instructional purposes. [Sections 4400(l) and 4401.1.]

Job Number: The designation used to differentiate between categories of trainees, and types of training. By way of example, distinguishing factors include the minimum hours of training, the approved type of training, and the minimum post-retention wages.

Literacy Training: Basic, job-related skills including math, reading, and language skills necessary for the trainee's job performance and employment retention in a job with definite career potential and long-term security. [Section 4400(n).]

Managers and Supervisors: These are employees who primarily perform exempt job duties within the meaning of the federal Fair Labor Standards Act and state Labor Code Section 515, where "primarily" means more than one-half of the work time. In performing these duties, Managers and Supervisors must also: exercise discretion and independent judgment; influence policy; supervise at least two employees with the right to hire and fire; and earn no less than two times the state minimum wage.

Mandatory Training: Training is mandatory when the employer leads trainees to believe their continued employment would be adversely affected by not attending; the subject matter is directly related to the job duties; and the trainee does not produce goods or deliver services during training. Trainees must be paid their usual wages during mandatory training. This training is usually conducted during regular working hours. [See *Division of Labor Standards Enforcement Manual* at Section 46.6.5, at www.dir.ca.gov.]

Multiple Barriers (MB): Two or more barriers to full participation in the workforce. The barriers may include mental or physical disabilities, illiteracy, limited English proficiency, limited math skills or some similar impediment.

New Hire: Training in new vocational skills for persons who are unemployed at the start of training. The vocational skills may include job-related literacy training. [UI Code Section 20201(g); Section 4406.]

Out-of-State Competition: The Panel will not fund any retraining project, with the exception of Special Employment Training, unless it first determines that the trainee jobs are threatened by out-of-state competition. This determination is made on a case-by-case basis, using factors such as location of the corporate headquarters and revenue stream, except that a training project in manufacturing and certain other industry sectors classified under the North American Industrial Classification System, are deemed to meet this requirement. [Section 4416.]

Payment Earned: The amount of Reimbursement the Contractor is entitled to retain based on performance, and compliance with all other requirements set forth in this Agreement, as reconciled at the time of Fiscal Closeout. [Section 4400(r).]

Post-Retention Wage: The minimum hourly wage that must be paid to trainees at the end of the employment Retention period. [Section 4418.]

Preceptor Training: In "preceptor training" the trainee observes hands-on skills as performed by a licensed LVN, RN or other practitioner (i.e., preceptor). The trainer to trainee ratio is generally 1:1. During the second phase, the trainee performs the skills under the preceptor's close supervision.

Priority Industry: Industry sectors that are "targeted" for training funds. Manufacturing, aerospace, biotechnology, high technology and agriculture are typical Priority Industries. They are identified in the Panel's annual Strategic Plan. [UI Code Sections 10200(b) and 10205(d).]

Productive Lab Training: A type of practical Retraining whereby the instructor oversees an employee's use of special equipment or application of particular skills, in the actual work

environment, resulting in the production of goods or delivery of services for profit. A Productive Lab Training Plan must be approved in advance by ETP. Productive Lab is more suitable to production than service delivery, and would only be approved for New Hire training on a case-by-case basis.

Progress Payments: Progress payments are unearned cash flow payments authorized and paid at selected training and contract performance benchmarks. Progress payments may be paid after a trainee is enrolled and has completed 8 hours of training (P1), after a trainee has completed training (P2) and when a trainee is placed in qualifying employment with an eligible employer (P3) [New Hire participants only]. Progress payments may not exceed 75% of the cost per trainee based on the hours of training documented at completion of training. Progress payments are not considered earned until the completion of all contract performance requirements and reconciliation of payments at the Fiscal Closeout of the Agreement.

Reimbursement Rate: The flat rate per hour payable for different methods and types of training. In general, the rate differs between Class/Lab, Advanced Technology and Computer-Based Training, although special rates also apply to Priority Industry and Small Business training. There is a further distinction between rates for New Hire and Retraining. Rates include the cost of training and administration of the ETP-funded project. Rates are consolidated in a Job Number to determine the average cost per-trainee, and for other purposes related to payment disbursement. With a Multiple Employer Contract, the consolidated rate also includes Support Costs as applicable. [UI Code Section 10206(a) and Section 4411 (g).]

Retention: The period of full-time employment required for a trainee or group of trainees after the end of training. Typically, Retention is for 90 consecutive days, although this period may be modified on a case-by-case basis. [Sections 4400(v), 4429.]

Retraining: Job-related vocational training provided to existing employees.

Roster: The hard-copy record that must be signed by each trainee and instructor to demonstrate attendance. For CBT, the supervisor must also sign a hard-copy roster. ETP must approve the format of all Rosters.

Seasonal Industry: This industry must hire at least 50% of its workers on a cyclical basis, as in agricultural crop production. To be eligible for retraining reimbursement by ETP, employers and participating employers in this industry must have retained at least 50% of the same seasonal employees for at least one season. [UI Code Section 10214.5(d).]

Simulated Lab Training: A type of practical training whereby the instructor oversees the use of special equipment or application of particular skills in a simulated work environment. This type of training does not require a special training plan, as compared to Productive Lab Training.

Small Business: For purposes of the Small Business Reimbursement Rate and other special considerations, a small business means 100 or fewer full-time employees in California, but no more than 250 worldwide. The business must be domiciled in California, and independently owned and operated. [Section 4400(w).]

Special Employment Training: Certain types of training designed to satisfy the Panel's funding priorities are funded as Special Employment Training (SET) projects. There is no out-of-state competition requirement for SET. There are different wage requirements for the

trainees who are eligible to participate in SET. There may be modifications to Retention, and/or waivers of other requirements for eligible trainees, on a case-by-case basis. [Section 4409.]

Statutory Interest: Interest assessed on overpayments. An adjusted annual rate charged from the first day of the month after Contractor received the overpayment from ETP. [Section 4447.]

Support Costs: Costs associated with recruiting participants and participating employers for training under a Multiple Employer Contact. These costs may also include assessment of eligibility, job search and placement. In general, these costs may not exceed 8% of the other training costs. [Section 4411.]

Trainee Eligibility: In general, trainees are only eligible to participate in ETP-funded training if they are unemployed (New-Hire training), or employed by an Eligible Employer with wages reported in California (Retraining). There may be other eligibility standards, such as "multiple barriers" for special funding, to be determined by the Panel on a case-by-case basis. [UI Code Section 10201(c).]

Turnover Rate: Average annual turnover for full-time employees in the prior calendar year, used to measure job security. The Panel may impose a "turnover penalty" for an employer or participating employer with a Turnover Rate that exceeds 20%. With this penalty, the Panel may withhold 25% of payment earned for each trainee. Not all separations from employment are included in calculating turnover (i.e., retirements are not included). [Section 4417.]

Variable Reimbursement: Flexible reimbursement based on a minimum and maximum number of training hours, per-trainee. Trainees may complete any number of hours within the range set forth under the Menu for a given Job Number. Trainees may be trained in one or all courses under the Menu, within the constraints of funding.

Videoconference Training: Classroom instruction provided by a live trainer that is broadcast to two or more locations in real time and interactive with interactive communication between each location through video, data, and audio. The standard trainer-to-trainee ratio (1:20) applies to each location. This training is paid at the class/lab rate as a form of E-Learning.

Voluntary Training: When training is voluntary on the part of employees, they are not required to be paid their usual wages during the hours of training. See definition of "mandatory training" above.

FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

COAST COMMUNITY COLLEGE DISTRICT/COASTLINE COMMUNITY COLLEGE

WIA Agreement # 16-SMC-11

CFDA #: 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstrations and Research Projects

THIS FIRST AMENDMENT is entered into this [redacted] day of [redacted], which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as **"COUNTY"** and the Coast Community College District/Coastline Community College, hereinafter, referred to as **"CONTRACTOR".** The **COUNTY** and **CONTRACTOR** wish to amend that certain Agreement between the parties commencing April 1, 2013 and ending May 31, 2013, pertaining to the provision of U.S Department of Labor/Employment and Training Administration (DOLETA) and Santa Monica College Community Based Jot Training Grant.

WITNESSETH:

WHEREAS, COUNTY and **CONTRACTOR** desire to revise the budget contained in the Agreement to show an increase of one hundred seventeen thousand, five hundred thirty dollars ($117,530) for a total compensation not to exceed five hundred thirty nine thousand eight dollars ($539,008) in order for **CONTRACTOR** to carry out certain program services in Orange County through May 31, 2013;

WHEREAS, the parties desire to revise Exhibits C and D attached to the Agreement to show updated Performance Plans and Budget/Expenditure Plans for the services being provided for the Agreement.

Attachment 15

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall be not to exceed five hundred thirty nine thousand eight dollars ($539,008).

2. Subparagraph 7 (a) of the Agreement is amended to read as follows:

"PAYMENTS BY COUNTY

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning July 1, 2011, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed five hundred thirty nine thousand eight dollars ($539,008)

3. All references in the Agreement to "Exhibit C" and "Exhibit D" are amended and replaced in their entirety by "Exhibit C-1" and "Exhibit D-1" which are attached hereto and are incorporated into the Agreement by this reference.

4. Except as amended herein, all other terms and conditions of the Agreement, to the extent they are not inconsistent with this First Amendment, remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

COUNTY OF ORANGE a political subdivision of the State of California

Dated: _____ By: _____
Steve Franks
Director, OC Community Resources

and

" Coast Community College District "

Dated: _____ By: _____

Title: _____

Dated: _____ By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

CCCD, One-Stop Center
RRM / CBJT PERFORMANCE
Recycling and Resource Management Training Program

Cumulative

	PY 2010-11			PY 2011-12											
1. Total number of participants served through outreach, training, supportive services, and/or job placement/job retention activities	0	0	0	0	0	80	80	80	185	250	300	340	390	430	451
a) WIA Participants (80%)	0	0		0	0	64	64	64	149	230	240	272	312	344	361
b) Non-WIA Participants (20%)	0	0		0	0	16	16	16	36	20	60	68	78	86	90
2. Total number of participants beginning education/training activities	0	0	0	0	0	39	39	39	89	120	140	163	180	200	217
a) Participants entering Industry Certified Training	0	0		0	0	8	8	8	19	25	30	34	38	42	46
b) Participants entering For-Credit Training	0	0		0	0	31	31	31	70	90	110	129	145	158	171
3. Total number of participants completing education/training activities	0	0	0	0	0	31	31	31	72	94	116	132	145	160	176
a) Industry Certificate Completers	0	0		0	0	7	7	7	15	20	24	28	31	34	37
b) For-Credit Completers	0	0		0	0	25	25	25	57	78	92	104	116	128	139
4. Total number of participants who complete education/training activities who enter unsubsidized employment	0	0	0	0	0	0	0	0	21	30	39	48	65	82	97
a) Training-related unsubsidized employment	0	0		0	0	0	0	0	16	26	31	37	50	62	74
5. Total number of participants who complete education/training activities who are placed in unsubsidized employment and who retain an employed status in the first and second quarters following initial placement.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27

	PY 2012-13											
1. Total number of participants served through outreach, training, supportive services, and/or job placement/job retention activities	490	530	556	570	580	587	595	605	618	618	618	
a) WIA Participants (80%)	392	424	446	456	464	470	476	484	495	495	495	
b) Non-WIA Participants (20%)	98	106	110	114	116	117	119	121	123	123	123	
2. Total number of participants beginning education/training activities	240	255	267	272	278	282	287	292	297	297	297	
a) Participants entering Industry Certified Training	50	53	56	57	58	59	60	61	62	62	62	
b) Participants entering For-Credit Training	181	195	211	215	220	223	228	232	235	235	235	
3. Total number of participants completing education/training activities	190	204	217	220	225	229	233	238	241	241	241	
a) Industry Certificate Completers	40	43	46	46	47	48	49	50	51	51	51	
b) For-Credit Completers	150	160	171	174	178	181	184	187	190	190	190	
4. Total number of participants who complete education/training activities who enter unsubsidized employment	110	118	129	138	147	153	157	160	162	162	162	
a) Training-related unsubsidized employment	80	88	99	105	111	117	120	122	124	124	124	
5. Total number of participants who complete education/training activities who are placed in unsubsidized employment and who retain an employed status in the first and second quarters following initial placement.	38	47	57	72	87	101	113	121	131	131	151	

1. Total number of participants served through outreach, training, supportive services, and/or job placement/job retention activities	618	
a) WIA Participants (80%)	495	
b) Non-WIA Participants (20%)	123	
2. Total number of participants beginning education/training activities	297	
a) Participants entering Industry Certified Training	62	
b) Participants entering For-Credit Training	235	
3. Total number of participants completing education/training activities	241	
a) Industry Certificate Completers	51	
b) For-Credit Completers	190	
4. Total number of participants who complete education/training activities who enter unsubsidized employment	162	
a) Training-related unsubsidized employment	124	
5. Total number of participants who complete education/training activities who are placed in unsubsidized employment and who retain an employed status in the first and second quarters following initial placement.	151	160*

** Retention is 160 after 6 months from exit date of May 2013. Computation based on numbers of Entered Employment and incumbent workers.*

Exhibit D1
16-SMC-11

WIA Budget

Orange County One-Stop Center

FY 10/11/12

YEAR 1

	ADDITIONAL FUNDING	Budget Recycling & Resource Mgmt Training
PROGRAM	**Operations Activities:**	
	Salaries	165,057
	Benefits	34,261
	Facility Lease	45,353
	Utilities	
	Staff Training	
	Printing	2,000
	Publications/Marketing Material	
	Meeting / Conference	
	Telephone	1,015
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	
	Equipment Lease	1,439
	Professional Memberships	
	Software	
	Postage	
	Office Supplies	4,250
	Consultant/Subcontract	
	Travel / Mileage	1,867
	Other:	6,500
	Operations Related Activities Subtotal	261,742
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost / ITA	
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**261,742**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	7,762
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**7,762**
	Grand Total	**269,504**

WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL **AGREEMENT #:** 16-SMC-11

CFDA #(s): 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstrations and Research Projects

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and COAST COMMUNITY COLLEGE DISTRICT/COASTLINE COMMUNITY COLLEGE, hereinafter referred to as "CONTRACTOR", consists of fifty-one (51) sections and the following (11) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, K. OC Community Resources Contract Reimbursement Policy, L. Signature Authority Form, and M. Santa Monica College Subcontract.

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J. EDD Independent Operator Reporting Requirements
K. OC Community Resources Contract Reimbursement Policy
L. Signature Authority Form
M. Santa Monica Community College Subcontract

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY has entered into A Subcontract Agreement Between Santa Monica College (SMC) and the County of Orange Resulting from a Grant Agreement to Implement a Community Based Job Training Grant (CFDA 17.269) Between U.S. Department of Labor/Employment and Training Administration (DOLETA) and Santa Monica College (Award Number #: CB-20565-10-60-A06)(the "SMC Agreement") to implement a Community Based Job Training (CBJT) project funded through specified grant funds, and is empowered to make a portion of the grant funds available pursuant to the SMCC Agreement and the grant (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the grant as well as the Act; and

WHEREAS, COUNTY, by Minute Order dated, April 5, 2011, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed four hundred twenty one thousand four hundred and seventy eight dollars ($421,478) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law, applicable regulations and the SMC Agreement; and

WHEREAS, CONTRACTOR, in order to receive grant funds, agrees to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The overall purpose of this project is to expand the educational and career ladder that supports the high growth recycling and resource management industry, thus increasing the number of qualified workers available to enter the workforce, targeting all level of the career ladder, while decreasing region-wide unemployment and improving the long-term well-being of the region. The California Works Alliance including SMC and Orange County Workforce Investment Board will achieve this by strengthening an existing industry-recognized certificate and developing two new credentials, including an academic certificate and an Associate of Arts degree in recycling and resource management. In addition to increasing training capacity, this project will support unemployed, dislocated, and incumbent workers as they pursue training and careers in recycling and resource management. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby complies with this purpose.

2. TERM

The effective term of this Agreement shall commence on April 1, 2011 and terminate on May 31, 2013 subject to the provisions of Sections 10 and 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 9 of this Agreement does not increase as a result and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

3. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that the terms and conditions of the Statement of Work control over all other provisions of this Agreement.

4. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 7 of this Agreement, reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the term of this Agreement, or terminate this Agreement. Reductions in an amount up to 10% of the total grant fund authorized herein may be made by DIRECTOR. Except as otherwise expressed herein, any reduction over 10% shall require action of the Board of Supervisors.

5. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibits "D", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

6. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of DIRECTOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant funding is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of DIRECTOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category as approved by the DIRECTOR. Approval of the budget modification by DIRECTOR includes approval of the new budget category.

7. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before May 31, 2013, and that any and all funds remaining as of May 31, 2013, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of this Agreement. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after May 31, 2013. No CONTRACTOR expenses shall be reimbursed if billing is received by COUNTY after June 30, 2013.

Following the effective date of this Agreement, COUNTY shall make reimbursements to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning July 1, 2011, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed four hundred twenty one thousand four hundred and seventy eight dollars ($421,478).

(b) COUNTY Discretion. At the sole discretion of COUNTY, upon presentation of proper invoices to the County, reimbursements to CONTRACTOR may be made more frequently than monthly; advances may be made by COUNTY solely for the benefit of the project, at the discretion of DIRECTOR, and upon approval of SMC.

(c) Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly (or more frequently under (b)) basis beginning on July 1, 2011 and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy, incorporated herein as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a invoice for reimbursement, or return the entire invoice package to CONTRACTOR, until such documentation has been received and approved by COUNTY.

8. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, and the further disbursement of such funds to COUNTY under the provisions of the SMCC Agreement, for the reimbursement of CONTRACTOR's expenditures, and appropriation of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, DIRECTOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of DIRECTOR shall be binding on CONTRACTOR. DIRECTOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's decision.

9. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, all applicable law, including, but not limited to:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of $100,000.

(2) Mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

10. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to DIRECTOR a list of the names and qualifications of all instructors who will be providing such training and shall notify DIRECTOR within five (5) business days of any amendments or revisions thereto.

11. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

12. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from DIRECTOR. Said Policies and Procedures may be modified by DIRECTOR upon ten (10) days written notice to CONTRACTOR.

13. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibits "C" and "C-1". Inconsistencies in performance will be corrected as they occur and are detected.

14. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times and in the form required by DIRECTOR, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement. DIRECTOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

15. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of DIRECTOR.

16. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

17. EMPLOYEE ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statues and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall

retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

18. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this Agreement.

19. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of DIRECTOR. If DIRECTOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision DIRECTOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with all applicable Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibits "D" and "D-1"of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the

budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

20. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

(1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;

(2) Effective internal controls to safeguard assets and assure their proper use;

(3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

(4) Source documentation to support accounting records; and

(5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

(1) Permit preparation of required reports;

(2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

(3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

(1) the Act;

(2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

21. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any Program Income as defined by the Act, earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the DIRECTOR for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to DIRECTOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to DIRECTOR.

DIRECTOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as DIRECTOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

DIRECTOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

22. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with DIRECTOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

23. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

24. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)

days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

25. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, or in any connection with the delivery or receipt of services.

26. AMENDMENTS/MODIFICATIONS

(a) DIRECTOR may at any time, by written order to CONTRACTOR, within the general scope of this Agreement, amend the services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such amendments may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable

statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action and with the approval of SMC under the SMC Agreement, DIRECTOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors. CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect to amendments, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of an amendment shall be a dispute for which an appeal may be made pursuant to Section 43 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written amendment to this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the amendment beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request amendments to the scope of performance or services under this Agreement, by submitting a written request to DIRECTOR describing the request and its impact on the Statement of Work and Budget Schedule. DIRECTOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. DIRECTOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. DIRECTOR may approve a request that meets all of the following criteria:

(ii) It does not materially change other terms of this Agreement, and

(iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve an amendment request from CONTRACTOR that does not satisfy all of the criteria listed above.

(c) The parties hereto agree that the program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of the DIRECTOR and CONTRACTOR so long as the total grant fund payments under this Agreement are not increased, all payments remain qualified for WIA and DOL funding and the basic goals and objectives of the program are not altered. Should the United States Department of Labor, the State of California, or SMCC modify any program component and/or service level detailed in Exhibits "A", "B", "C", and/or "D" then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

27. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the DIRECTOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the

Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

28. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

29. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars ($5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all

items of Equipment purchased vests and will remain in COUNTY as such shall be designated by DIRECTOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of DIRECTOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by DIRECTOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by DIRECTOR. All such lists shall be submitted to DIRECTOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to DIRECTOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to DIRECTOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of DIRECTOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from DIRECTOR.

(f) The purchase of computer-related and electronic equipment under $5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by DIRECTOR.

30. INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

31. INSURANCE

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with DIRECTOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance

provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with DIRECTOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	$1,000,000 combined single limit per occurrence

Endorsement and Contractual Liability	$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	$1,000,000 per occurrence
Sexual Misconduct	$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least $1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by DIRECTOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with DIRECTOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

32. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

33. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made,

conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without

the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR

shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country.There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTORs, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to

monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

34. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to DIRECTOR.

35. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this

Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

36. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

37. DRUG FREE WORKPLACE

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

38. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

39. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

40. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

41. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to DIRECTOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

42. BREACH – SANCTIONS & TERMINATION

(a) If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by DIRECTOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement as provided herein. DIRECTOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed given on the date of mailing.

(b) DIRECTOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause is defined as any breach of this Agreement, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DIRECTOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

(c) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with grant funds.

43. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The

decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of DIRECTOR.

44. TOTAL AGREEMENT

This Agreement, together with Exhibits A through K attached hereto, the SMC Agreement included as Exhibit L, all incorporated herein expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

45. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

46. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

47. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources
OC Community Services / Community Investment Division
1300 South Grand Avenue
Building "B"
Santa Ana, California 92705

CONTRACTOR: Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

48. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

49. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

50. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

51. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

Dated: 8/15/11

"COUNTY OF ORANGE a political Subdivision of the State of California"

By: _____

Steve Franks
Director, OC Community Resources

"CONTRACTOR"*

Dated AUG 0 4 2011

By: _____

Title: President, Board of Trustees

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assist ant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM
COUNTY COUNSEL

_____
John H. Abbott, Deputy

GENERAL PROGRAM REQUIREMENTS

Contractor: Coast Community College District

1. Project Summary:

A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.

B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.

C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

D. Governance References

1. Workforce Investment Act

   a. Workforce Investment Act of 1998

   b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

> A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.
>
> (20 CFR, PART 652, §662.100)

   c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA

   d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;

B. **Empower individuals** with information and resources they need to manage their own careers;

C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.

D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;

E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;

F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and

G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

STATEMENT OF WORK:
ONE STOP CENTER SERVICES FOR
RECYCLING AND RESOURCE MANAGEMENT
COMMUNITY BASED JOBS TRAINING PROGRAM
(RRM-CBJT 2011-2013)

I. COORDINATION

A. CONTRACTOR shall provide One Stop Center services. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the Workforce Investment Act of 1998 (WIA) and the Community Based Jobs Training (CBJT) grant. These are not entitlement programs, and participation is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

B. CONTRACTOR shall deliver workforce development services to One-Stop Center patrons. CONTRACTOR shall maintain and improve upon the current system of service delivery by clearly exhibiting positive outcomes and meeting or exceeding the performance requirements outlined in this Agreement. Performance Matrices for WIA and CBJT participants are consolidated within Exhibit C of this Agreement. All federal, state, and local rules and regulations apply to services. There shall be a seamless delivery system between CBJT and WIA programs. All clients shall be served equitably, in the most effective and efficient manner.

C. CBJT funding incorporated within Exhibit D of this Agreement is allocated separately from WIA funding and shall be used to significantly increase capacity, services and resources for Adults and Dislocated Workers. Enhanced supportive services and training opportunities will be funded through other mechanisms and made available to participants. Delivery Area

D. CONTRACTOR shall ensure coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

E. One-Stop Operator Responsibilities

1. One-Stop Center Staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff should be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of WIA/ARRA regulations and requirements, CBJT grant fund requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
3. Staff shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to Discretionary and Specialized Programs to best leverage available

funding and to maximize service provision. One Stop Staffs shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All One Stop Staffs shall be capable of, charged with and responsible for performing all of the following duties:

a) Conduct outreach and recruitment services to a targeted population;
b) Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
c) Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
d) Ensure that a resume has been developed for every enrolled participant;
e) Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
f) Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
g) Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
h) Work collaboratively with Job Developers and Business Services staff by providing resumes for all enrolled participants and to assist participants in job placement;
i) Develop relationships with all training providers;
j) Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
k) Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer.

F. Communication and Distributed Material

1. Outreach and recruitment materials shall be approved by the OCWIB staff prior to publication.
2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 07-06]

5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
6. Marketing materials for CBJT program and services must carry the following specific tagline:

This project was funded under a grant award under the President's Community Based Jobs Training Grants, as implemented by the U.S. Department of Labor's Employment and Training Administration, Grant Number CB-20565-10-60.

7. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD07-6, 08-OCWDA-16

CONTRACTOR shall include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____ . Please call 48 hours in advance to allow the One Stop Center Satellite and Outstations to make reasonable arrangements to ensure accessibility to this _____(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

G. File Maintenance and Documentation

A case file shall be maintained for every CBJT participant. At a minimum, the case file shall include information and documentation of the following:

1. Program eligibility/determination of need;
2. All source documents needed for validation (as referenced in State Directive WSDD-38, Information Notices WSIN 09-54 and WSIN 09-40, DOL TEN 8-09 and OCWIB Policy 09-OCWDA-38.
3. All MIS forms as outlined in Section V of this Exhibit;
4. Initial and/or Comprehensive Assessments, as applicable;
5. IEP, including all updates of services provided and completed;
6. Completed resume within three weeks of IEP;
7. Verification of training attended through the CBJT program;
8. Approved ITA voucher (if applicable);
9. Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
10. Printed Case management notes showing provision of substantial services.

II. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA and CBJT activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce. CBJT participants who also qualify for WIA services may be co-enrolled in WIA, at no greater proportion than 30% co-enrollment rate.

A. Target Population

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

1. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
2. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region, as identified in Section I.B.

B. Participant Recruitment

1. CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01.
2. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA and discretionary grant participants, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
3. CONTRACTOR shall ensure that recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with the mandated partners of the One-Stop Center.
4. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
5. CONTRACTOR may recruit participants via any of the following:
   a) Customers coming into the One-Stops;
   b) Notices to other community based organizations;
   c) On-site visits by recruiters to strategic sites where target populations tend to reside;
   d) Referrals from other agencies;
   e) Intake and recruitment efforts associated with national labor exchange activities;
   f) Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
   g) Presentations to promote WIA awareness to various groups in the community;
   h) Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
   i) Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

C. Universal Services

1. Registration shall be completed for eligible CBJT participants in the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.
2. Core Services shall include a standard menu of services and shall be offered to CBJT and WIA participants. Core Services shall include:
   a) Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
   b) Intake and orientation providing the entire range of services available;
   c) Initial Needs/Skill Assessment;
   d) Job search tools available in the Resource Room;
   e) Information on community resources including supportive services;
   f) Information on the eligibility requirements for all partner employment and training programs;
   g) Local, regional and statewide labor market information;
   h) Information on financial aid for education as well as scholarship opportunities;
   i) Assistance in applying for unemployment compensation;
   j) Information on certified education and training providers as well as local performance outcomes of service providers; and
   k) Informational Workshops, as described below.
3. Orientations shall be conducted by CONTRACTOR for all CBJT customers. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. All CBJT should receive an orientation prior to or on the first day CBJT training programs, via electronic means, individual staff assistance, or group orientations.
   a) CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.
   b) CONTRACTOR shall also describe services available to participants from co-located partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.

c) To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.

4. Initial Assessments may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.

5. Informational Workshops shall be developed and facilitated by CONTRACTOR and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. CONTRACTOR shall submit each workshop curriculum to the OCWIB Administrative Office by July 31, 2011.

a) Topics for Workshops may include, but are not limited to:

- Get to Know Your One-Stop Center
- How to Write a Cover Letter and Resume
- Interview Techniques and Tips
- Discover Your Transferable Skills
- Overcoming Barriers to Employment
- How to Use the Internet in Your Job Search
- Accessing the Hidden Job Market
- Networking
- Labor Market Information
- Job Offer Negotiation
- Basic Computer Skills
- Business Writing Skills
- Effective Listening
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management

b) Master Workshop Schedule shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-

Stop calendar and listed on the website. CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.

c) Back-up Facilitator shall always be provided by the CONTRACTOR in the event the assigned presenter is sick or otherwise unavailable (Applicable only to those Workshops provided by CONTRACTOR.). Workshops shall not be cancelled once the monthly schedule has been published.

6. CBJT Services Monthly Report shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.

D. Services for Enrolled Program Participants

1. Eligibility for services shall be conducted in a manner that will satisfy state and federal requirements under CBJT and WIA. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.

a) CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements

b) CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immunization and Naturalization Laws prior to referring an individual for intensive services.

c) CONTRACTOR shall serve the youth population not enrolled in a WIA youth program and/or shall refer them for other services, as appropriate.

d) CONTRACTOR shall modify services and service delivery to assist individuals with special needs.

2. Intensive Services shall be provided to eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

E. Intensive Services shall include:

1. Comprehensive Assessment shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP). The depth of the

assessment may vary depending on the needs and the nature of employment barriers of the customer. CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

2. Case Management shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.
3. CONTRACTOR shall contact customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does not include:
   - A standard mailing;
   - A basic question answered with little expenditure of staff time;
   - Access to or use of electronic self-services;
   - A determination of eligibility to participate in the program;
   - Self-described job search that does not result in a referral to a job;
   - Contact with participant or employer to only obtain employment status, educational progress or need for additional services.
4. Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.
5. CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.
6. Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.
7. An Individual Employment Plan (IEP) shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.
8. In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels. CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25.

a) Resumes shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and maintained on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.

b) Training Services under CBJT are to be offered by the training providers applicable to the area served, and CONTRACTOR shall develop referrals mechanisms with the providers:
   - **Industry Certificate Training** by California Resource Recovery Association (CRRA), to be funded via CRRA scholarship;
   - **Credit Certificate** by Irvine Valley College and Golden West College, to be funded by the participant and/or college financial aid such as Pell Grants. Individual Training Accounts (ITA) may be established for the participant based on need and funding availability.

c) Supportive Services shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. CONTRACTOR shall refer WIA participants needing supportive services to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.

d) Job Development and Placement **shall be provided by the CONTRACTOR to all CBJT enrolled participants**. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants. CONTRACTOR shall cooperate with other One Stop Operators as designated by the COUNTY to achieve placement goals.

e) Retention and Follow-up Services shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.

CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Participants may also be referred to the following employment development activities:

f) Paid or Unpaid Internship activities, in conjunction with the training provider.

g) On the Job Training (OJT) contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50

percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget. CONTRACTOR shall not enter into an agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

F. **Customer Flow Charts** for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office. CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 15, 2011. Customer flow charts and timelines are subject to OCWIB approval.

III. PERFORMANCE

A. Performance Measures: CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.

B. Reporting: **CONTRACTOR shall submit quarterly summary reports using the format(s) provided by the COUNTY.** CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.

1. CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the JTA system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
2. CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted;
4. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
5. CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05. MIS forms claiming unsubsidized placements shall be processed within five (5) working days of learning about the customer's unsubsidized placement;

6. CONTRACTOR shall comply with Data Verification requirements listed in OCWIB Policy 10-OCWDA-04 and EDD state Directive WSD 09-18 and any subsequent updates.

C. ITA Vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.

D. Follow-up Forms shall be required for Quarters 1, 2 and 3 following participant exit (and in the 4th quarter if it leads to a positive outcome).

1. Supplemental Income: If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.

E. Gaps in Service Delivery: CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.

F. Corrective Action Plans: Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:

1. Technical assistance and assessment of the causes of the low performance;
2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

G. **CONTRACTOR's performance trends** and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

H. **INVOICES**

1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
2. Invoice templates shall be provided by the OCCR Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

IV. DELIVERABLES

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit reports and data as detailed within this Exhibit.

CCCD, One-Stop Center

WIA PERFORMANCE

Recycling and Resource Management CBJT Project

April 1, 2011--May 31, 2013

Cumulative

I. WIA ENROLLMENTS	04/01/11-06/30/11	07/01/11-09/30/11	10/01/11-12/31/11	01/01/12-03/31/12	04/01/12-06/30/12
A. New Enrollments	0	30	70	120	170
B. WIA Carryovers from Prior Program Year	0	0	0	0	0
C. Total Enrollments (A+B=C)	0	30	70	120	170

I. WIA ENROLLMENTS	07/01/12-09/30/12	10/01/12-12/31/12	01/01/13-03/31/13	04/01/13-05/31/13
A. New Enrollments	210	232	232	232
B. WIA Carryovers from Prior Program Year	0	0	0	0
C. Total Enrollments (A+B=C)	210	232	232	232

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	04/01/11-06/30/11	07/01/11-09/30/11	10/01/11-12/31/11	01/01/12-03/31/12	04/01/12-06/30/12
A. WIA Registered Core Enrollments	0	30	70	120	170
B. WIA Intensive Enrollments	0	30	70	120	170
C. WIA Training Enrollments	0	30	70	120	170

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/12-09/30/12	10/01/12-12/31/12	01/01/13-03/31/13	04/01/13-05/31/13
A. WIA Registered Core Enrollments	210	232	232	232
B. WIA Intensive Enrollments	210	232	232	232
C. WIA Training Enrollments	210	232	232	232

III. QUARTERLY EXIT PERFORMANCE INDICATORS	04/01/11-06/30/11	07/01/11-09/30/11	10/01/11-12/31/11	01/01/12-03/31/12	04/01/12-06/30/12
A. Total Exits	0	0	25	50	80
B. Entry into Unsubsidized Employment [1] B=(A)*(.755) Q1 after exit	0	0	19	38	63
C. Retention in Unsubsidized Employment at six months [2] C=B*(.815) Q2 and Q3 after exit	0	0	15	31	53
D. Average Earnings in six months [3] ($14,600)	**$14,600**				

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/12-09/30/12	10/01/12-12/31/12	01/01/13-03/31/13	04/01/13-05/31/13
A. Total Exits	120	160	200	232
B. Entry into Unsubsidized Employment [1] B=(A)*(.755) Q1 after exit	91	121	151	175
C. Retention in Unsubsidized Employment at six months [2] C=B*(.815) Q2 and Q3 after exit	74	98	123	143
D. Average Earnings in six months [3] ($14,600)	**$14,600**			

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	75.5%
Retention	81.5%
Average Earnings	$14,600

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is $14,600 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Description of Common Measures
(TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

# of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

# of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

# of participants who exit during the quarter

CBJT

Orange County One-Stop Center

FY 10/11/12

Exhibit D
16-SMC-11

YEAR 1

	ADDITIONAL FUNDING	Budget Recycling & Resource Mgmt Training
PROGRAM	**Operations Activities:**	
	Salaries	123,755
	Benefits	25,749
	Facility Lease	28,027
	Utilities	
	Staff Training	
	Printing	2,570
	Publications/Marketing Material	2,500
	Meeting / Conference	
	Telephone	1,250
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	-
	Equipment Lease	9,849
	Professional Memberships	
	Software	
	Postage	750
	Office Supplies	2,717
	Consultant/Subcontract	
	Travel / Mileage	750
	Other: badge service (CI Solutions), on-line job board, job posting services	6,500
	Operations Related Activities Subtotal	204,417
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost / ITA	
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**204,417**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	6,322
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**6,322**
	Grand Total	**210,739**

ORANGE COUNTY ONE-STOP CENTER
PY 10-11-12 EXPENDITURE PLAN

Exhibit D
16-SMC-11

Recycling & Resource Mgmt Training

YEAR 1

COST CATEGORIES	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			Fourth QUARTER			Total
	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	
PROGRAM													
1 Salaries	3,438	3,438	3,437	13,751	13,751	13,750	13,750	13,751	13,751	10,312	10,313	10,313	123,754
2 Benefits	715	715	716	2,861	2,861	2,861	2,861	2,861	2,861	2,146	2,146	2,145	25,749
3 Monthly Rent				3,114	3,114	3,114	3,114	3,114	3,114	3,114.00	3,115.00	3,114.00	28,027
4 Utilities				-			-			-			-
5 Staff Training							-			-			-
6 Printing				214	215	214	300	300	300	342	342	343	2,570
7 Publications/Marketing Material							292	291	292	541	542	542	2,500
8 Meeting / Conferences							-						-
9 Telephone				139	139	139	139	139	139	139	138	139	1,250
10 Equipment Lease				1,094	1,094	1,095	1,094	1,095	1,094	1,095	1,094	1,094	9,849
11 Equipment (under $5,000)							-			-			-
12 Professional Memberships							-			-			-
13 Software							-			-			-
14 Postage				63	62	63	63	62	63	125	125	124	750
15 Office Supplies				227	226	226	226	226	227	453	453	453	2,717
16 Consultant/Subcontract (under $10,000)													-
17 Travel/Mileage				62	63	63	88	87	88	100	99	100	750
18 Other:				541	542	542	758	759	758	867	867	866	6,500
19 Participant Wages & Benefits							-			-			-
20 Employer Reimbursement/OJT							-			-			-
21 Participant Training Cost /ITA										-			-
22 Participant Supportive Services										-			-
23 Other:							-			-			-
ADMINISTRATION													
1 Salaries													-
2 Benefits													-
3 Operations													-
4 Indirect	125	125	124	662	662	662	681	681	680	640	640	640	6,322
5 Travel/Mileage													-
6 Other:													-
GRAND TOTAL	4,278	4,278	4,277	22,728	22,729	22,729	23,366	23,366	23,367	19,874	19,874	19,873	210,739

CBJT

Orange County One-Stop Center

FY 11/12/13

Exhibit D
16-SMC-11

YEAR 2

	ADDITIONAL FUNDING	Budget Recycling & Resource Mgmt Training
PROGRAM	**Operations Activities:**	
	Salaries	123,755
	Benefits	25,749
	Facility Lease	38,935
	Utilities	
	Staff Training	
	Printing	1,600
	Publications/Marketing Material	
	Meeting / Conference	
	Telephone	3,001
	Equipment (over $5,000):	
	Equipment ($1-$4,999)	
	Equipment Lease	5,227
	Professional Memberships	
	Software	
	Postage	
	Office Supplies	3,200
	Consultant/Subcontract	
	Travel / Mileage	
	Other: badge service (CI Solutions), on-line job board, job posting services	2,950
	Operations Related Activities Subtotal	204,417
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost / ITA	
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	**204,417**
ADMINISTRATION	**Administration:**	
	Salaries and Benefits	
	Operations	
	Indirect	6,322
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	**6,322**
	Grand Total	**210,739**

ORANGE COUNTY ONE-STOP CENTER
PY 11-12-13 EXPENDITURE PLAN

Exhibit D
16-SMC-11

Recycling & Resource Mgmt Training

YEAR 2

COST CATEGORIES

		FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			Fourth QUARTER			Total
		Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	
	PROGRAM													
1	Salaries	10,313	10,313	10,313	13,751	13,750	13,751	13,750	13,751	13,751	3,437	3,437	3,438	123,755
2	Benefits	2,145	2,146	2,146	2,861	2,861	2,861	2,861	2,861	2,861	716	715	715	25,749
3	Monthly Rent	3,245	3,245	3,244	3,245	3,245	3,244	3,245	3,245	3,244	3,244	3,245	3,244	38,935
4	Utilities				-			-			-			
5	Staff Training							-			-			
6	Printing	80	80	80	133	134	133	187	186	187	133	134	133	1,600
7	Publications/Marketing Material							-			-			
8	Meeting / Conferences							-			-			
9	Telephone	250	250	250	250	250	250	250	250	250	251	250	250	3,001
10	Equipment Lease	436	435	436	436	435	436	436	435	436	435	435	436	5,227
11	Equipment (under $5,000)							-			-			
12	Professional Memberships							-			-			
13	Software							-			-			
14	Postage	-			-			-			-			
15	Office Supplies	213	213	214	267	267	266	267	267	266	320	320	320	3,200
16	Consultant/Subcontract (under $10,000)							-			-			
17	Travel/Mileage	-			-			-			-			
18	Other:				246	246	246	344	345	344	393	393	393	2,950
19	Participant Wages & Benefits							-			-			
20	Employer Reimbursement/OJT							-			-			
21	Participant Training Cost /ITA										-			
22	Participant Supportive Services										-			
23	Other:							-			-			
	ADMINISTRATION													
1	Salaries													
2	Benefits													
3	Operations													
4	Indirect	500	501	500	635	636	636	640	640	641	331	331	331	6,322
5	Travel/Mileage													
6	Other:													
	GRAND TOTAL	**17,182**	**17,183**	**17,183**	**21,824**	**21,824**	**21,823**	**21,980**	**21,980**	**21,980**	**9,260**	**9,260**	**9,260**	**210,739**

Personnel Breakdown by Funding Stream
Coast Community College District / Coastline Community College/Orange County One-Stop Center

Exhibit D
16-SMC-11

Estimated Percent of Time Charged To:

Name	Position Title*	Salary	Full Time Equivalent	WIA Adult	WIA Dislocated Worker	RRMT	SCSEP	SCSEP-Appropriations	Vets4 VEAP 15%	New Start	DPN-WPA	Non-WIA Contract		Total
Rena Drake	Workforce Specialist	48,283	100%			60%								60%
Paul Salazar	Workforce Specialist	27,800	100%			50%			50%					100%
Vacant	Workforce Specialist	24,304	100%			100%								100%
Vacant	Workforce Specialist	24,304	100%			100%								100%
Vacant	Office Asst.	22,400	100%			100%								100%
Margaret Jones	Office Asst.	24,304	100%			100%								100%
Tracey Watson	Office Asst.	9,877	100%			100%								100%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
			100%											0%
		181,272	1700%	0%	0%	610%	0%	0%	50%	0%	0%	0%	0%	660%

*Job Descriptions for each Position Title must be attached.

660%

EXHIBIT E
#16-SMC-11

State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)

COMPANY /ORGANIZATION NAME: Coast Community College District

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The danger of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: Jerry Patterson

DATE EXECUTED AUG 0 4 2011 EXECUTED IN THE COUNTY OF ORANGE

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE Jerry Patterson

TITLE Board President

FEDERAL ID NUMBER 95-6002272

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson, Board President
Name and Title of Authorized Representative

Signature

AUG 0 4 2011
Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspend ed, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit G
#16-SMC-11

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

Coast Community College District	SMC/One-Stop Program
Grantee/Contractor Organization	Program/Title

Jerry Patterson, Board President
Name and Title of Authorized Signatory

Jerry Patterson
Signature

AUG 04 2011
Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient. at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district. if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts. subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant. or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter he cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions. searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ ;if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description: CFDA Number, if known:	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):	
11. Amount of Payment (check all that apply): $ _____ actual _____ planned	13. Type of Payment (check all that apply): a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure snail be subject to a civil penalty of not less than $ 10,000 and not more than $ 100.000 for each such failure.	Signature: Jerry Patterson Print Name: Jerry Patterson Title: President, Board of Trustees Telephone No. _____ Date: AUG 0 4 2011	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity:_____ Page_____of_____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C, 6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32--C, 4410-15-C~ 4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C, 6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75 55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -10 1 U-42-C

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

Name:_____

D.O.B:_____

Social Security No:_____

Residence Address:_____

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Coast Community College District is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Jerry Patterson, Board President

Authorized Signature Name Title

Exhibit J
#A1-SMC-11

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name	Middle Initial	Last Name

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date_____ Expiration Date _____

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Subject: OC Community Resources Contract Reimbursement Policy

Effective: July 1, 2010

PURPOSE:
This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:
July 1, 2010

REFERENCES:
Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:
The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:
1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
    a. General ledger/expense transaction report
    b. Payroll register or labor distribution report
    c. Payroll allocation plan
    d. Benefit plan and calculation of benefit
    e. Employer-employee contract for non-customary benefits
    f. Purchase orders, invoices, and receipts
    g. Cashed checks
    h. Check register
    i. Consultant/sub-contractor invoices (with description of services)
    j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
    k. Pre-approval documentation for equipment purchases equal to or greater than $5,000

7. The following is required with the first month's invoice:
    a. Cost allocation plan for rent, utilities, etc.
    b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
   "I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
    OC Community Resources Accounting
    1300 S. Grand, Building B, 2nd Floor
    Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- **Win Swe: 714-567-7481 or win.swe@occr.ocgov.com**
- **OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com**
- **WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com**
- **H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com**

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

RYAN DRABEK
DIRECTOR
OC ANIMAL CARE

KAREN ROPER
DIRECTOR
OC COMMUNITY SERVICES

MARK DENNY
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

MEMORANDUM

DATE: November 22, 2010

TO: Contractors of the Orange County Workforce Investment Area

FROM: Andrew Munoz
Community Investment Division Administrator/
OC Workforce Investment Board Executive Director

Win Swe
OCCS Accounting Manager

SUBJECT: Orange County Workforce Investment Board Authorized Signature Form

The purpose of this memo is to request signatures for the revised Orange County Workforce Investment Board Authorized Signature Form. The form is utilized to authorize specific staff to sign contract documents and invoices needed for processing and remitting payments to your agency. The following two categories have been added: Amendments within the 10% Provision and Budget Line Item Modifications (without total funding increase/decrease).

In order to process documents and invoices in a timely manner please have the appropriate staff complete the form and return to:

Orange County Workforce Investment Board-Fiscal Department
1300 S. Grand Ave. Bldg B, 3rd Floor
Santa Ana, CA 92705
Attn: Win Swe

If you require any further information, please feel free to contact Win Swe at (714)567-7481 or Win.Swe@occr.ocgov.com

Attachment: Orange County Workforce Investment Board Signature Form

CC: Julie Elizondo, Deputy Director
FY: 2010-2011 Contract Files

Orange County Workforce Investment Board

Authorized Signature Form

Contractor: Coast Community College District

The documents identified below required authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Please note only one signature is required for document 2, 3, and 4. **Notification of any changes in authorized signatures is the responsibility of the Contractor.** Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	**Contracts and Amendments Over 10%** (2 signatures are required if corporation)	Jerry Patterson	
2.	**Amendments** (within the 10% Provision)	Lois Wilkerson	
		Sallie Salinas	
3.	**Budget Line Item Modifications** (without total funding increase or decrease)	Lois Wilkerson	
		Sallie Salinas	
4.	**Invoices/Vouchers**	Christine Nguyen	
		Lois Wilkerson	

Note: Authorized signatures for corporations: Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.

**SANTA MONICA COMMUNITY COLLEGE DISTRICT/
SANTA MONICA COLLEGE**

SUBCONTRACT AGREEMENT COVER SHEET

New Agreement: Yes **Modification Number:** _____

1) Subcontractor: Orange County Workforce Investment Board (OC WIB)	**2) District:** Santa Monica Community College District/ Santa Monica College
3) Source of Funding: Federal	**4) Funding Information:**
a. Agency: U.S. Department of Labor/Employment and Training Administration	**a. Performance Period:** 03/15/2010 – 06/30/2013
b. Program: Community Based Job Training Grant	**b. Total Authorized Funding:** $760,000.00 07/01/2010 – 6/30/2011: $152,000.00 07/01/2011 – 6/30/2012: $228,000.00 07/01/2012 – 6/30/2013: $380,000.00
c. Award Number: CB-20565-10-60-A-6	
d. CFDA #: 17.269	

5) Title of Project: California Works Alliance: Jobs through Recycling and Resource Management

6) Incorporation: The following documents are incorporated into this Subcontract Agreement as noted:

Attachment 1: U.S. Department of Labor/Employment and Training Administration Grant/Agreement Notification of Award/Obligation, which includes:
- a. Federal Register Solicitation for Grant Applications
- b. Statement of Work (Technical Proposal)
- c. Budget Information
- d. Special Clauses and Conditions

Attachment 2: Cost Principles, Related Regulations, and Other Requirements
Attachment 3: Approved Subcontractor Budget

In witness whereof, the parties have caused the Subcontract Agreement to be executed by their authorized representatives.

For: SUBCONTRACTOR	**For: DISTRICT**
Signature:	**Signature:**
Name: Steve Franks	**Name:** Chui L. Tsang
Title: Director, OC Community Resources	**Title:** Superintendent/President
Date: 3/29/11	**Date:** 4/19/11
TIN/EIN:	**TIN/EIN:** 95-2767537

A SUBCONTRACT AGREEMENT BETWEEN

SANTA MONICA COLLEGE (SMC)

And

Resulting from a Grant Agreement to Implement a

Community Based Job Training Grant (CFDA 17.269)

Between

U.S. Department of Labor/Employment and Training Administration (DOLETA)

And

Santa Monica College (Award Number #: CB-20565-10-60-A-6)

The GRANT AWARD NOTIFICATION, Award Number CB-20565-10-60-A-6, between the U.S. Department of Labor and Santa Monica College is attached to this subcontract and is incorporated herein. The original grant proposal, and any revisions thereof, is included by reference. All provisions noted in the Grant Award Notification, including Administrative Costs (pursuant to 20 CFR 667.210(b), the Solicitation for Grant Applications announced in the Federal Register, Part I: Statement of Work/Technical Proposal, Part II: Budget Information, Part III: Assurances and Certifications, and Part IV: Special Clauses and Conditions, as well as relevant sections of the Uniform Administrative Requirements and the Cost Principles, that apply to this Subcontract Agreement, are included by reference, and are binding upon the parties.

I. SCOPE OF CONTRACT

A. District: Santa Monica College

B. Subcontractor: Orange County Workforce Investment Board (OCWIB)

C. Total Authorized Funding: Up to $760,000.00 per year beginning July 1, 2010 thru June 30, 2013. This sum is subject to a yearly evaluation and renewal and a signed subcontract agreement will be submitted annually. This sum is also subject to reduction by the District should the District experience a reduction in funding from the Department of Labor. Any impact on services, activities, and planned outcomes as a result of a reduction will be discussed and revised by The Dean and/or The Project Manager. In addition, future modifications may increase the total amount awarded, as deemed necessary by the Dean and/or the Project Manager to meet grant outcomes.

D. Performance beginning Period: March 15, 2010

E. Expiration Date of Contract: June 30, 2013

II. TERMS AND CONDITIONS

A. Purpose: The overall purpose of this project is to expand the educational and career ladder that supports the high growth recycling and resource management industry, thus increasing the number of qualified workers available to enter the workforce, targeting all level of the career ladder, while decreasing region-wide unemployment and improving the long-term well-being of the region. The California Works Alliance will achieve this by strengthening an existing industry-recognized certificate and developing two new credentials, including an academic certificate and an Associate of Arts degree in recycling and resource management. In addition to increasing training capacity, this project will support unemployed, dislocated, and incumbent workers as they pursue training and careers in recycling and resource management.

Both the Subcontractor and the District will work together to achieve the following Projected Training and Placement Outcomes, in conjunction with other members of the project team, as appropriate and outlined in the grant proposal:

Subcontractor Goals	3 Year Total	Year 1	Year 2	Year 3
• Total number of participants served through outreach, training, supportive services, and/or job placement/job retention activities	600	200	200	200
• 80% of participants must be WIA Eligible participants	480	160	160	160
• Total number of participants beginning education/training activities	286	0	0	0
i. Participants Entering Industry Cert Training	i. 60	i. 12	i. 18	i. 30
ii. Participants Entering For-Credit Training	ii. 226	ii. 45	ii. 68	ii. 113
• Total number of participants completing education/training activities				
i. Industry Certificate Completers.	i. 48	i. 10	i. 14	i. 24
ii. For-Credit Completers	ii. 184	ii. 37	ii. 55	ii. 92
• Total number of participants who complete education/training activities who enter unsubsidized employment	190	38	57	95
• Total number of participants who complete education/training activities who are placed in unsubsidized employment and who retain an employed status in the first and second quarters following initial placement:	136	27	41	68

B. Description of Work

1. Responsibilities of the Subcontractor

As a community college training partner (WIB), the Subcontractor is responsible for the recruitment and placement in the field of recycling and resource management for unemployed, dislocated, and incumbent workers at its training location. The following outlines in more detail these responsibilities:

- Provide job placement per this contractual agreement.
- Recruit participants to the program and raise awareness of career opportunities in RRM.
- Complete the initial eligibility assessment and enrollment into WIA, if applicable.
- Assess for Basic Skills when deemed necessary via institutional framework.
- Provide supportive services, including tuition reimbursement child care, transportation assistance, and other basic support.
- Provide job readiness services such as resume writing and interview skills, depending on participant eligibility these may be included in the leverages resources (WIA eligible.)
- Maintain case files for all participants.
- Provide services to help ensure a successful transition to workforce and track job recruitment completers.
- Build on partner resources to create, expand, and comprehensive list of industry partners and job opportunities.
- Provide on-site services on campus for enrollment and eligibility.

C. Deliverables:

The Subcontractor is responsible for achieving the following deliverables in support of the project purpose and the Projected Training and Placement Outcomes described above

- Outreach to 200 unemployed participants yearly. Enroll year1 57, year2 86 and year 3 143 unemployed, dislocated, and/or incumbent workers per year in the academic program beginning Fall 2011 for a total of 286 students during the award period of three years;
- Maintain an annual 80% job placement in non-related training.
- Maintain an annual 60% job placement in related training of completers of the program.
- Track retained status of in the first and second quarters following initial placement of participants.

These deliverables are expressly stated in the Statement of Work, which was submitted to the Department of Labor as part of the proposal, and which is included in this Subcontract Agreement in Attachment 1, Part B. Any changes to these deliverables must be approved in writing by the District's Project Manager,

or a designee, and the Department of Labor, and shall be implemented upon execution of an amendment to this Agreement.

D. DISTRICT RESPONSIBILITIES

- Serve as the administrative liaison with the U.S. Department of Labor;
- Oversee all aspects of this project, including the development and implementation of each phase of this project;
- Monitor fiscal activity and maintain compliance with local, state, and federal policies;
- Review, approve, and reimburse the Subcontractor for the costs of services and activities described in the Statement of Work, Attachment 1, Part B;
- Perform off-site financial and on-site programmatic monitoring of the Subcontractor for compliance with the terms of this Contract;
- Specify all reports and other deliverables of the Subcontractor;
- Convene meetings of the project advisory committee
- Lead evaluation efforts to assess project effectiveness.

III. PAYMENT

A. In consideration of the performance by the Subcontractor in delivering the proposed work product and achieving project objectives, the District shall make payments to the Subcontractor, not to exceed the total of $760,000 over the three-year award period, as specified in the Approved Project Budget outlined in the original grant application and included in Attachment 3 of this Subcontract Agreement. These funds will be released monthly, upon the delivery of services, the submission of a monthly progress report, and a detailed invoice that includes adequate documentation of all expenses charged to the grant, including, but not limited to:

1. A monthly time and effort reports for all personnel costs charged to the grant.
2. A purchase requisitions and invoices for services rendered,
3. A travel reimbursement claim forms.

The monthly request for reimbursement and supporting documentation shall be sent to the Project Manager by the 10th of every month.

B. District shall send payment within 45 days of receipt of all documentation to support the monthly invoice.

C. District must receive the June invoice by the 10th of July, so that June can be included in the college's fiscal year-end accruals.

D. Subcontractor will not be reimbursed for expenditures incurred under this Subcontract Agreement that do not comply with the Cost Principles and Related Regulations that are incorporated herein as Attachment 2.

E. During the third and fourth quarters of each grant year (to be determined) both parties agree to re-evaluate the transfer of grant funds under this Subcontract Agreement to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this Subcontract Agreement.

F. Any unexpended funds held by the Subcontractor upon expiration or completion of the Subcontract Agreement will be returned to the District. Any distribution of unexpended funds will be decided by the Dean and Project Manager to be distributed to other projects.

G. The District has the authority to withhold payment: 1) if the Subcontractor fails to make significant progress or achieve at least 50% of the placement numbers by the mid-term of the contract dates toward achieving project deliverables and outcomes as defined in this Subcontract Agreement or 2) if the quality of services provided fails to meet mutually agreed upon standards and expectations for any reason or 3) if the Subcontractor fails to submit required reports and/or documentation.

IV. GRANT AWARD LIMITATIONS

A. Equipment: *Equipment purchases are not allowed under this agreement.*

B. Alcohol: Alcohol is not an allowable activity and may not be charged to the grant. Meal reimbursement for project-related travel must be based on federal per diem rates OR receipts for actual costs that clearly exclude any alcohol purchased with meals.

C. Consults: Consultant fees paid under this grant/agreement shall be limited to $585 per day without pre-approval from the District and the Department of Labor (as noted in Attachment 1, Part 4.)

D. Salary and Bonus Limitations: Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (for 2010 the salary for Executive Level II is $179,700). These limitations apply to this Subcontract Agreement. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification: http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262. (Additional information regarding this limitation is provided in Attachment 1, Part 4.)

E. Subcontracting: Subcontractor shall not contract out any of the work contemplated under this Subcontract Agreement without prior written approval from the District. Any approved contracts shall be subject to all of the conditions of this Subcontract Agreement. The Subcontractor shall be responsible for the performance of any approved contracts. The District may not pay for work performed through unapproved contracts.

F. Administrative Costs: Administrative costs include both direct and indirect costs, which are limited as defined in the Grant Award Notification, which is included in Attachment 1. The use of grant funds to support administrative costs, either direct or indirect, must be pre-approved by the District's Project Manager.

G. Budget Revisions: Subcontractor may not transfer funds in the approved budget from Salaries, Benefits, and Indirect Costs without prior written approval from the District. In addition, Subcontractor may not increase or decrease any other single line item by more than 20% of the total award budget for that line item without prior written approval from the District and the Department of Labor.

The District reserves the right to deny payment of any invoices submitted for reimbursement without sufficient pre-authorization and supporting documentation.

V. RECORDS/AUDITS

A. Records: In accordance with applicable OMB circulars, to be in compliance with federal audit requirements, the Subcontractor must maintain records regarding the use of grant funds, progress made toward grant objectives and performance measures, and placement and use of equipment purchased with grant funds.

Records regarding use of grant funds:

1) The Subcontractor will maintain appropriate financial records in accordance with generally accepted accounting practices.
2) The Subcontractor will maintain backup financial documentation, such as invoices, time and effort reports, and receipts, on file at the Subcontractor's location and provide copies of such documentation upon request of District or allow District's authorized representatives or agents, auditors, and/or federal program staff to view such records. The Subcontractor will submit monthly time and effort reports for each staff/faculty member paid by the grant.

Records regarding progress toward grant objectives/performance:

1) Subcontractor will submit a Monthly Progress Report by the 5th working day of the next month that addresses progress made toward meeting grant outcomes and deliverables, and major purchases, barriers and challenges, evaluation and outcome assessment activities, and acquisition of leveraged resources for the benefit of this project.

2. Subcontractor agrees to cooperate with the Project Manager and supply information and records needed to monitor student enrollment and track progress toward training outcomes.

B. Audit

1) Subcontractor shall preserve and make available all records related to this agreement for examination by the District, the federal government, and/or their duly authorized representatives or agents:
   a. Subcontractor shall retain these records for a minimum of three years after the completion of the grant.
   b. If any audit or other actions involving the records has been started before the expiration of this agreement, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three-year period, whichever is later.
   c. The retention period starts on the day that the District submits its last expenditure report for that period, but not before September 30, 2013.
   d. Any costs authorized by the Subcontractor that, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded by the Subcontractor, if the agreement has expired.

2) Subcontractor must adhere to the Single Audit Requirements of States, Local Governments, and Non-Profit Organizations, as outlined in 29 CFR Part 99 (formerly known as OMB Circular A-133), if it expends $500,000 more in federal awards in a year.
   a. Subcontractor must submit a copy of its annual audit to the District each year that it expends more than $500,000 in federal awards as part of the subrecipient monitoring process.
   b. Subcontractor shall permit auditors as defined in 29 CFR Part 99 to have access to the records and financial statements as necessary to comply with all relevant Cost Principles, Related Regulations and Other Requirements, which are included in Attachment 2.
   c. Failure to comply with terms of this paragraph may lead to the termination of the Subcontract Agreement in accordance with Article XII.

VI. LIABILITIES AND LEGAL OBLIGATIONS

A. Assignments: No assignment of the Subcontractor's obligations or the Subcontractor's right to receive payment hereunder shall be permitted. Any attempt or purported assignment of any right or obligation pursuant to this Subcontract Agreement shall be void and of no effect.

B. Beneficiary: Except as herein specifically provided otherwise, this Subcontract Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns. It is expressly understood and agreed that

C. Liabilities: Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Subcontract Agreement, including fiscal responsibility for deviation from this Subcontract Agreement.

D. Independent Contractor: Subcontractor is and shall be deemed to be an independent contractor in the performance of this Subcontract Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subcontractor represents that is has, or shall secure at its own expense, all personnel required in performing the services under this Subcontract Agreement. Such employees shall not be employees of, or have any individual contractual relationship with the District.

E. Conflict of Interest: The Subcontractor expressly states that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Subcontract Agreement. The Subcontractor shall not employ any person having such interest during the performance of this Subcontract Agreement. The Subcontractor further agrees to notify the District in writing of any instances that might have the appearance of a conflict of interest.

F. Insurance: During the entire term of this Subcontract Agreement, Subcontractor shall, at its own expense, maintain, and shall require all subcontractors to maintain, insurance as set forth below and shall name the District as additional insured.

1) Minimum Scope of Insurance: Coverage shall be:
   a. Commercial General Liability - $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
   b. Automobile Liability – "Any Auto" with $1,000,000 combined single limit per accident for bodily injury and property damage.
   c. Workers' Compensation – As required by the Labor Code of the State of California, or the state in which the Subcontractor is operating; and
   Employers' Liability Insurance – With limits as required by the Labor Code of the State of California.

At least fifteen (15) days prior to commencing work under this Subcontract Agreement, Subcontractor shall provide the District with a Certificate of Self-Insurance, evidencing compliance with this section.

VII. ASSURANCES

A. Certification

1) Acceptance of this Subcontract Agreement constitutes certification that the Subcontractor will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as outlined in Attachment 2.

2) Acceptance of this Subcontract Agreement constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily exclude from covered transactions by any federal department or agency.

3) Acceptance of this Subcontract Agreement constitutes certification that the Subcontractor is not delinquent on any federal debt.

4) Acceptance of this Subcontract Agreement constitutes certification that the Subcontractor is in compliance with sections 5151-5160 of the Drug-Free Workplace Act of 1988.

5) Acceptance of this Subcontract Agreement constitutes certification that the Subcontractor is in compliance with all federal and state laws relating to equal employment opportunity, including the series 3000 of the Staff Diversity/Affirmative Action policy (in Americans with Disabilities Act, 1990, ED, Code 87100, Title V, California Code of Regulations Policy Number 3010(x)).

6) Acceptance of this Subcontract Agreement constitutes certification that to the best of the Subcontractor's knowledge and belief:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
   b. If funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress, in connection with this federal grant, grant, loan, or Subcontract Agreement, the Subcontractor shall complete and submit standard form-LLL, "Disclosure form to report lobbying," in accordance with its instructions.

c. The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) that all subrecipients shall certify and disclose accordingly.
d. Subcontractor agrees to notify the District immediately if there is any change of status in 1, 2, 3, 4, 5, or 6, above.

VIII. MATCHING CONTRIBUTIONS

This agreement does not require any matching contributions. However, the grant does require Leveraged Resources as outlined in Attachment 1, Statement of Work and Budget Information. Subcontractor is encouraged to identify and utilize other existing financial resources, either cash or in-kind, to provide personnel, supplies, travel and/or equipment for the benefit of this project. Subcontractor shall assist the District in the acquisition and documentation of these leveraged resources and will report this information on monthly progress reports, utilizing forms developed by the District with input from the Project Leadership Team.

IX. REPORTING SCHEDULE

A. Subcontractor shall submit monthly progress reports to the District by the Friday of the first full week of the following month. The monthly progress reports may be submitted electronically.

B. Subcontractor shall submit to the District monthly requests for financial reimbursement at its convenience, except for the June request, which is due the 10th of July.

C. Subcontractor shall submit to the District Participant Tracking Information for all new students with the monthly progress report.

D. Subcontractor may be required to submit to the District additional information for the Quarterly and Annual Reports to the Department of Labor.

X. PRIOR APPROVAL

A. The following shall constitute deviations from the original intent of the Subcontract Agreement, the Grant Award Notification, including the Statement of Work, contained in Attachment 1, the Approved Project Budget, contained in Attachment 3, and any revisions submitted since by the District, on behalf of the partnership, and will require prior written approval from the Department of Labor.

1) Changes in project scope or activities, including changes in project deliverables and outcomes;
2) Costs not specified in the budget and/or costs for which the Department of Labor require prior written approval, such as Equipment, Budget Revisions, as outlined in Section IV of this Subcontract Agreement; and

3) Changes in key personnel, specifically the Contract Administrator identified in Section XI of this Subcontract Agreement.

B. A subcontractor agrees to submit request for pre-Approval from the District, All requests must be submitted in advance of changes or activities. Non Approval from the District means subcontractor will not be paid.

C. Both parties agree that authority and/or approval to make other changes or deviations from the original grant proposal submitted to Department of Labor shall be as specified and allowable in the contract between the Department of Labor and the District, including all relevant documents and circulars, and approved by the Project Leadership Team.

XI. DESIGNATION OF KEY PERSONNEL

A. The District has identified Patricia Ramos as the Contract Administrator and Genevieve Bertone as the Project Manager for this Subcontract Agreement. All inquiries and reports regarding this Agreement should be directed to:

Dr. Patricia Ramos, Dean
Office of Workforce and Economic Development
Santa Monica College
1900 Pico Blvd.
Santa Monica, CA 90405
(310) 434-3911
Ramos_Patricia@smc.edu

Genevieve Bertone, Project Manager
Santa Monica College
1900 Pico Blvd.
Santa Monica, CA 90405
(310) 434-3911
Bertone_Genevieve@smc.edu

B. Subcontractor has identified Connie McKenney as the Contract Administrator for this Subcontract Agreement. All inquiries and reports regarding this Agreement should be directed to him at:

Orange County Workforce Investment Board (OC WIB)
Connie McKenney
1300 S. Grand Ave
Building B, 3rd Fl
Santa Ana, CA 92705
714-567-7371
connie.mckenney@occr.ocgov.com

XII. SUSPENSIONS AND TERMINATION OF FUNDS

Pursuant to a mutual understanding that the terms of this Subcontract Agreement do not encumber the implementation of award number CB-20565-10-60-A-6, as granted by the U.S. Department of Labor for the explicit purposes of this project, either party may suspend or terminate this Subcontract Agreement upon thirty (30) days written notice, when at any time in either party's determination, the other party to this Subcontract Agreement violates or departs from the terms and conditions of this Subcontract Agreement; or if the program, and its deliverables and outcomes, would not be achieved by continuance of the existing contract; or if the Subcontractor fails to submit the reports required under this Subcontract Agreement according to the established schedule. In that event, all finished or unfinished deliverable items under this Subcontract Agreement prepared by the Subcontractor shall, at the option of the District, become the property of the District. However, termination of this Subcontract Agreement will not invalidate commitments or obligations properly incurred by the Subcontractor prior to the date of termination that cannot be cancelled.

Notwithstanding, the Subcontractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this agreement, and the District may withhold any payment due the Subcontractor for the purpose of setoff until such time as the exact amount of damages due the District from such breach can be determined. In case of default by the Subcontractor, without limiting any other remedies for breach available to it, the District may procure the services from other sources and hold the Subcontractor responsible for any excess cost occasioned thereby.

The filing of a petition for bankruptcy by the Subcontractor shall be an act of default under this Subcontract Agreement.

Neither party shall be deemed to be in fault of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

A. Suspension shall remain in effect until:

1) The Subcontractor has taken corrective action as approved by the District; or
2) The Subcontractor has given written assurances satisfactory to the District that corrective action will be taken; or
3) The Subcontractor is terminated by either party or by mutual consent of both parties.

B. Termination may occur in whole or in part at any time:

1) By either party, immediately for cause, upon written notice to the other party's Contract Administrator, as noted in Section XI, delivered by certified mail with return receipt requested, or in person; or

2) By either party, upon at least thirty (30) days notice in writing to the other party's Contract Administrator, as noted in Section XI, delivered by certified mail with return receipt requested, or in person; or
3) By mutual consent of both parties; or
4) By the District, on any date specified by the District, when funds are no longer available.

After receipt of a notice of termination and except as otherwise directed by the District, the Subcontractor shall cease work under the Subcontract Agreement on the date and to the extent specified in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Subcontract Agreement to the extent not terminated. If the Subcontract Agreement is terminated as provided herein, except if terminated by the District as provided above in Section XII, Subsection A, paragraph 4, the Subcontractor will be paid for services actually delivered through the termination date. In the event that a termination for cause is determined to have been made wrongfully or without cause then the termination shall be treated as a termination under Section XII, Subsection A, paragraph 2, and the Subcontractor shall have no greater rights than it would have had if a termination had been effected under that provision.

C. Waiver of Default: Waiver by the District of any default or breach in compliance with the terms of this Subcontract Agreement by the Subcontractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Subcontract Agreement unless stated to be such in writing, signed by an authorized representative of the District and the Subcontractor and attached to the Subcontract Agreement.

D. Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Subcontract Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Subcontract Agreement shall remain in full force and effect.

XIII. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its trustees, officers, agents, employees, volunteers, and representatives, and agrees to hold the other party, including its trustees, officers, agents, employees, volunteers, and representatives, harmless from any and all claims, demands, suits, causes of action, damages, penalties, infringement of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses or liability, property damage, personal injuries to, including, but not limited to, bodily injury, emotional injury or distress, sickness, or diseases, or death of persons, in law or in equity, of every kind and nature whatsoever arising out of, alleged to have arisen out of, or relating in any way to negligence, recklessness, or intentional acts or omissions in the work to be performed under this Subcontract Agreement.

It is the intent of the parties that, where the fault of both parties to this agreement contributes to the obligation for which indemnity is owed, principals of comparative fault will be followed, and each party shall bear the proportionate cost provided for in this Section XIII attributable to that party's fault.

Both the District and the Subcontractor in this grant agreement are institutions of higher education of the State of California and assume liability only to the extent allowed by the State of California.

XIV. ANTI-KICKBACK

The Anti-Kickback Act of 1986 was passed to deter subcontractors from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this Subcontract Agreement, the Subcontractor agrees to comply with FAR 3.502 and FAR 52.203.7.

XV. ACKNOWLEDGEMENT OF FEDERAL SUPPORT

Section 506 of the "Consolidated Appropriations Act, 2005" of the U.S. Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2005 (Public Law 108-447), and included as Attachment 1, Part 4, in the Grant Award Notification, requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subcontractor and any subrecipient shall clearly state:

1) The percentage of the total cost of the program or projects, which will be financed with federal money;
2) The dollar amount of federal funds for the project or program; and
3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVI. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract Agreement, the Subcontractor price includes all applicable Federal, State, and local taxes and duties.

XVII. LAW

The validity of this Subcontract Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Subcontract Agreement, are governed by the laws of the state of California. The Subcontractor, by signing this Subcontract Agreement, agrees and submits, solely for matters concerning this Subcontract Agreement, to the exclusive jurisdiction of the courts of the State of California and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Superior Court, County of Los Angeles. The place of this Subcontract Agreement, and all transactions, agreements

relating to it, and their situs and forum, shall be Los Angeles, California, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

XVIII. ENTIRE AGREEMENT

This Subcontract Agreement and any documents incorporated specifically by reference constitute an integrated agreement and represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

This Subcontract Agreement may not be amended orally or by performance. Any amendment must be in written form and executed by duly authorized representatives of the District and the Subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below:

County of Orange
Orange County Workforce Investment Board

Steve Franks, Director
OC Community Resources
Date: 3/29/11

Santa Monica College

Chui L. Tsang
Superintendent/President
Date: 4/13/11

APPROVED AS TO FORM
COUNTY COUNSEL

John H. Abbott, Deputy

COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)

1. **Parties.** The Coast Community College District ("District") and Christine Leon, "Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Dean, Counseling and Special Programs.

3. **General Terms and Conditions of Employment**. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing Feb. 21, 2012 and ending June 30, 2013. This Agreement expires on June 30, 2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code.* Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 3 (currently $104,627), plus longevity pay of $0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code,* if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14, **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code,* if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code.* Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees	Date
Administrator	Date

Coast Community College District

AGREEMENT FOR EMPLOYMENT TRAINING PANEL TRAINING FUND REIMBURSEMENT & ADMINISTRATION

This Agreement is between C & H Machine, Inc., hereinafter referred to as **"Participating Company"** for Employment Training Panel (ETP)/State of California Funding reimbursement, and Coast Community College District and Coastline Community College and its Coastline Institute for Economic Development (CIED) **(Contractor)** for training fund reimbursement and ETP contract administration under the terms of the California Employment Training Panel (ETP) Multiple Employer Agreement (MEC) **Agreement # ET 12-0273**

EMPLOYMENT TRAINING PANEL (ETP)

1. Training provided by Participating Company and Performance Ascent, known as Subcontractor, shall be in accordance with this Agreement and with the ETP Agreement, which shall be deemed part of this Agreement. This Agreement is for the Training and Administration provided under the Contractor Agreement with ETP.
2. Participating Company shall be responsible for classroom/lab training as follows:
    a. Training shall be in the subject area listed in the **Manufacturing Skills** section of the Training Curriculum Menu, by its qualified internal trainers, as specified in the ETP Agreement.
    b. The number of training hours under this Agreement are determined in advance as recorded with the Contractor and stipulated in the ETP Agreement at a rate of twenty three dollars and fourteen cents per hour.
    c. Subcontractor shall document all classroom training on forms provided by Contractor. Subcontractor will coordinate with Contractor to ensure the completion of these forms, including necessary signatures from trainees and trainers as directed by Contractor. Subcontractor and Participating Company shall make no additions, changes, or deletions to these forms.
    d. **Performance Ascent, Inc. (PAI)** a CIED training sub-contractor will provide onsite classroom/lab training as described in the **Continuous Improvement** section of the Training Curriculum Menu by its qualified instructors, as specified in the ETP Agreement, and tailored to the Participating Company needs and requirements using its Business Improvement System stated in the CIED Engagement Plan. PAI will also assist with the collection and approval of the classroom/lab training rosters at no additional cost.
3. Contractor shall provide ETP funding administration services for the rate of 13% of the contract amount.
4. In the event of early termination between Contractor and the Participating Company, Contractor may withhold payments of any unearned ETP progress payments. Should evidence exist that demonstrates a risk, Contractor may withhold progress payments accordingly to Participating Company.
5. In the event that projected reimbursement drops below 50% of projected reimbursement for a Participating Company, Contractor may reduce progress payments accordingly.
6. After completion of training and during the ETP retention period, Participating Company will assist Contractor in obtaining necessary trainee employment and job retention information required by ETP.
7. Contractor will pay Participating Company a final payment for qualified trainees in the amount listed in the ETP Agreement within 30 days of Contractor's receipt of: (1) progress payments; (2) final payment from ETP; (3) notification from ETP that the trainee has qualified for final payment; and, (4) completion of all retention periods for all trainees. Qualification for final payment from ETP means the trainee was eligible for ETP training, completed the classroom/lab training, and was retained in qualifying employment for the required retention period of 90-days - (employees are pre-qualified before the start of training).
8. If through a post-training audit or other means ETP rescinds its approval and demands repayment for one or more final payments, Participating Company will return such payments to Contractor.
9. The term of this Agreement shall be consistent with the term of the ETP Agreement.

10. The ETP is not a party to this Agreement nor is Subcontractor a beneficiary in any way under the Agreement between ETP and the Contractor. ETP shall not be obligated in any manner to Subcontractor/Participating Company for any liability to Subcontractor/Participating Company that might arise out of this Agreement. No third party relationship is intended or created between any subcontractor and ETP.

11. ETP, or its authorized representative, upon reasonable notice, shall have the right, during normal business hours to examine and audit any and all records, books, papers, and documents related to the conduct of the training or services provided to the Contractor by the subcontractor to the extent ETP believes necessary to assure compliance with the ETP Agreement. Contractor shall ensure that ETP has access to all subcontracts and other records that adequately identify the hours and types of training or services provided to the Contractor by the subcontractor and the number of subcontractor personnel involved in this work. Upon prior reasonable notice from ETP, Contractor shall provide ETP with Copies of any subcontracts.

12. ETP, or its authorized representatives, shall have the right, during normal business hours, to freely observe and monitor all performance under this Agreement, including interviews with trainees and employees without the presence of the subcontractor.

13. All finished or unfinished documents, data, studies, and reports prepared by the Subcontractor/Participating Company for the Contractor shall be disposed of under the direction of the Contractor and ETP.

14. To the extent permitted by law, Subcontractor/Participating Company agrees to indemnify, defend and hold harmless the Contractor and ETP and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by subcontractor during the Agreement term. Contractor agrees to indemnify, defend and hold harmless the Subcontractor and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any party in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by Contractor during the Agreement term

15. Records must be kept for a period of no less than four (4) years from the termination date of the ETP Agreement or three (3) years after final payment under the ETP Agreement, whichever is later.

16. During the performance of any subcontract, Subcontractor and any of its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

17. This Agreement shall be governed by the laws of the State of California. Participating Company/Subcontractor has reviewed the terms and conditions contained in the ETP Agreement and agrees to comply with applicable provisions.

18. This Agreement is effective only if the Agreement between ETP and the Contractor is executed.

19. This Agreement may be terminated by either party with notice of breach and the specific circumstances of the breach provided in writing to the breaching party with 30 days notice to correct such breach. Termination may be affected after 30 days provided the breaching party has not corrected the breach to the other party's satisfaction and provided the termination requirements listed below are met:

a. Participating Company ETP training-in-progress is completed in accordance with this Agreement and in a manner intended to prevent damage to the Participating Company and ensure that the training required completing the ETP requirements is fulfilled

b. All payments due to subcontractor will be made in accordance with this Agreement.

c. State funding approval

20. The Contractor and Subcontractor agree that any and all unresolved disputes relating to this Agreement will be submitted to binding arbitration. The losing party shall be responsible for all related legal and arbitration costs of the other party.

21. This Agreement may be amended in writing by mutual agreement of both parties.

Blanket Agreement Items

Engagement Plan: Specific services delivered to Participating Company by PAI will be described in the CIED Engagement Plan, detailing required workshops that will become part of this Agreement after approval by Participating Company.

Company Obligations: Participating Company will provide all training facilities, equipment, trainee, other information, and access and participation of trainees as required for the successful and complete implementation of the services in this Agreement.

Confidentiality: Participating Company, CIED and PAI shall at all times maintain in the strictest confidence all information that is of a confidential and proprietary nature, and both PAI and Company shall exercise reasonable measures to prevent the unauthorized use of this information. PAI will be authorized to publish one or more case studies at its own expense to be used to meet PAI and/or government funding agency requirements. Such case studies shall be reviewed and approved by Company in a timely manner and approval shall not be unreasonably withheld.

Protection of Employees: Participating Company, CIED and PAI shall not solicit for employment or hire employees or contract consultants of the others' organization unless specific advance written approval is given.

Copyright and Licensing: Participating Company acknowledges that materials provided to Participating Company by PAI are copyrighted by PAI or its contractors. These materials may not be duplicated without prior written approval of the copyright owner.

Contracting: PAI shall contract at its sole discretion with consultants and instructors in order to fulfill the services within this Agreement.

Approval: Upon approval by Participating Company and CCC / CCCD / CIED, this becomes an Agreement between the parties. The undersigned warrants that he or she is an authorized representative of Participating Company approved to sign this Agreement.

CIED ENGAGEMENT PLAN – Description of Performance Ascent, Inc. (PAI) Services (Business Improvement System – BIS)

Payments: Participating Company will pay CCC / CCCD / CIED, the non-refundable Startup Fee prior to the start date of services and make payments on the first of each month. Payments are due on the first of each month and an interest charge of 1.5% per month may be added after the 15th day. All services will be billed at the rates outlined in PAI's proposed BIS budget. For purposes of this Agreement, "written" will include e-mail. Any unused payments, or portions thereof are non-refundable, and may only be applied to services provided by PAI.

Successful Completion: Successful Completion is described as: (1) completion of all agreed upon workshop and improvement activities by all company-selected participants as provided in the PAI BIS Plan below; and (2) completion of all workshop activities within the Project Scope.

Cancellation or Rescheduling of Services:

(1) If Company requests that any service or course be rescheduled more than 11 calendar days in advance of the scheduled start date, PAI provides at least three alternative dates. If your company is unable to reschedule, PAI reserves the right to consider the course or other service canceled, subject to the fees described in items 3-6 below based on Effective Daily Rate.
(2) If Company requests that any service or course be rescheduled less than 11 calendar days in advance of the scheduled start date, PAI reserves the right to consider the course or other service canceled, subject to the fees described in items 3-6 below based on effective daily rate listed in the Cost Per Workshop.
(3) If Company cancels a course or scheduled service more than 60 calendar days in advance of the course start date, there is no cancellation fee.
(4) If Company cancels a course or scheduled service between 31 and 60 calendar days in advance of the scheduled start date, inclusive, 50% of the fees for scheduled courses and/or services are due.
(5) If Company cancels a course or scheduled service between 12 and 30 days in advance of the scheduled start date, inclusive, 75% of the fees for courses and/or services are due.
(6) If Company cancels a course less than 11 calendar days in advance of the scheduled start date, 100% of the fees for courses and/or scheduled services are due.
(7) Assigned consultant or instructor may waive fees.

NOTE: "Cancellation" is defined as Participating Company has elected not to proceed or reschedule the training session.

Expenses: Travel expenses will be billed separately including airfare, if needed, lodging, meals, and mileage will be billed monthly at actual cost, and pre-approved by Participating Company. If preferred, assigned consultant or instructor may direct bill Company for expenses.

Other Expenses: Project Management, Business Assessment, and Materials, not normally covered by ETP will be billed separately.

II. PAI Business Improvement System

The following table represents the workshops available for the PAI BIS Engagement. The BIS Engagement is designed as a complete system, and implementation should follow the published BIS Plan sequence order to be effective. The workshops you are agreeing to schedule within this Agreement are shown below in the "This Engagement" column. The workshops are tailored to each Participating Company by PAI to ensure needs and requirements are met.

This Engagement	Number of Trainees	Hours per Workshop*	Number of Workshops
Business Assessment – *Not funded*	10	8	1
Strategic Planning	10	24	1
Lean Improvement Planning	10	16	1
Process Improvement & Problem Solving	10	32	1
Workforce Training Objectives	10	8	1
Workforce Development (Lean Manufacturing)	10	32	1
Kaizen Events	8-10	32	3

• Kaizens can range from 2 to 5 days

1. Courses will be delivered in 8-hour sessions unless otherwise specified. Less than 8-hour sessions will be subject to surcharges, unless otherwise stated.
2. Course pricing - please reference the PAI BIS Proposal Cost Per Workshop subject to change with 30-day notice. No changes will be made to pricing in this engagement provided workshops are completed within the period of the Agreement.
3. Consultants and instructors must utilize copyrighted materials and may not be copied without written approval.
4. Course materials included for up to 10 participants. There will be an additional charge for additional participants.

NOTE: Number of hours and participants may vary pending result of the Business Assessment

Approved for Participating Company/Subcontractor:

Approved for Contractor:

Signature	Date	Signature	Date

Lyle Anderson
President
C&H Machine, Inc.
943 S. Andreasen Drive
Escondido, CA 92929

AGREEMENT FOR AUDIT SERVICES

1. **Parties.** This Agreement for Audit Services ("Agreement") is made and entered into between the Coast Community College District ("District") and Vasquez & Company, LLP ("Auditor"). District and Auditor are referred to herein as "Party" and collectively as "Parties."

2. **Term.** The initial term of this Agreement commences on January 19, 2012, and terminates on December 31, 2012, and covers the Audit for the 2011-2012 fiscal year. At the mutual consent of the Parties, this Agreement may be renewed for the 2013 calendar year to cover the audit for the 2012-2013 fiscal year.

3. **Services.** Auditor agrees to provide the Board of Trustees ("Board") of District with a comprehensive financial and compliance written audit ("Audit") of all funds, books, and accounts of District, including a comprehensive financial and performance audit of bond funds; of District's four Foundations (the Coastline College Foundation, the Golden West College Foundation, the Orange Coast College Foundation, and the Coast Community College District Foundation); of District's associated student organizations; and of the Enterprise Corporation (collectively, "Auxiliary Organizations"), for the 2011-2012 fiscal year, conducted in accordance with, and in a format consistent with, generally-accepted auditing standards, in compliance with Section 84040(b) of the *Education Code*; the audit provisions of Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, issued by the U.S. Office of Management and Budget ("Circular A-133"); *Government Auditing Standards*, issued by the U.S. Comptroller General; the federal Single Audit Act Amendments of 1996; and the *Contracted District Audit Manual*, issued by the California Community Colleges Chancellor's Office.

4. **Reporting and Contact.** Auditor will work with District management, but will participate in meetings of, and take direction from, the Board Audit Committee, and Auditor will

participate in meetings of, and will provide reports to, the Board, as directed. Auditor's contact at District will be primarily the office of the District's internal auditor, and the District's office of fiscal affairs as a secondary contact.

5. **Methodology.** As part of obtaining reasonable assurance about whether the financial statements of District are free of material misstatement, Auditor will perform tests of District's compliance with applicable laws and regulations and with the provisions of contracts and grants. Auditor will request written representations from District's attorneys as part of the engagement, and they may bill District for responding to this inquiry. At the conclusion of the Audit, Auditor will require certain written representations from District about the financial statements and related matters; District is responsible for adjusting the financial statements to correct material misstatements, and for affirming to Auditor that the effect of any uncorrected misstatements aggregated by Auditor are immaterial, both individually and in the aggregate, to District's financial statements taken as a whole. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on District's website, District understands that electronic sites are a means to distribute information and, therefore, Auditor is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Auditor will plan and perform the Audit to obtain reasonable, rather than absolute, assurance about whether District's financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws that are attributable to District, or to acts by management or employees acting on behalf of District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

6. **Timelines.** Auditor shall present its report to the Board at a Board meeting no later than December 2012, with delivery of the report to the State Chancellor's Office prior to December 31, 2012. Within fourteen days of approval of this Agreement, Auditor shall present to District, for District's review and approval, a detailed timeline. .

7. **Testing.** An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the Audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Audit will include obtaining an understanding of District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Auditor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Audit will include tests of accounting records, a determination of District's major programs in accordance with Circular A-133, and other procedures that Auditor considers necessary to enable Auditor to express such opinions and to render the required reports. Auditor's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in Auditor's report on internal control issued pursuant to *Government Auditing Standards*. As required by Circular A-133,

Auditor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major award program. However, Auditor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in Auditor's report on internal control issued pursuant to Circular A-133. As part of obtaining reasonable assurance about whether District's financial statements are free of material misstatement, Auditor will perform tests of District's compliance with applicable laws and the provisions of grants and contracts. However, the objective of these procedures will not be to provide an opinion on overall compliance, and Auditor will not express such an opinion in Auditor's report on compliance issued pursuant to *Government Auditing Standards*. Circular A-133 requires that Auditor plan and perform the Audit to obtain reasonable assurance about whether District has complied with applicable laws, and the provisions of grants and contracts applicable to major programs. Auditor's procedures will consist of tests of transactions and other applicable procedures described in Circular A-133 for the types of compliance requirements that could have a direct and material effect on each of District's major programs. The purpose of these procedures will be to express an opinion on District's compliance with requirements applicable to each of its major programs.

8. **Limitations.** Because an audit is designed to provide reasonable, but not absolute, assurance, and because Auditor will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by Auditor. In addition, an audit is not designed to detect immaterial misstatements or violations of laws that do not have a direct and material effect on the financial statements or

major programs. However, Auditor will inform District of any material errors and any fraudulent financial reporting or misappropriation of assets that come to Auditor's attention. Auditor also will inform District of any violations of laws that come to Auditor's attention, unless clearly inconsequential. Auditor will include such matters in the reports required for a Single Audit. Auditor's responsibility is limited to the period covered by the Audit, and does not extend to any later periods for which Auditor is not engaged as auditor. An audit is not designed to provide assurance on internal control or to identify significant deficiencies; however, during the Audit, Auditor will communicate to District management, and to the Audit Committee, internal control related matters that are required to be communicated under professional standards set forth in the *Government Auditing Standards* and Circular A-133.

9. **Communications.** Auditor may communicate with District via e-mail transmission. As emails may be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the persons to whom they are directed and only to such persons, Auditor cannot guarantee or warrant that emails from Auditor will be properly delivered and read only by the addressee. Therefore, Auditor specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by Auditor in connection with the performance of this Agreement. In that regard, District agrees that Auditor shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

10. Reports. Auditor will inform Board of any matters that are considered to be "reportable conditions" under standards established by the American Institute of Certified Public Accountants. Auditor also will inform Board of any non-reportable conditions, or other matters involving internal control, if any, as required by Circular A-133. If Auditor's opinions on District's financial statements or the Single Audit compliance opinions are other than unqualified, Auditor will fully discuss the reasons with District in advance. If, for any reason, Auditor is unable to complete the Audit, or is unable to form or have not formed opinions, Auditor may decline to express opinions or to issue a report as a result of this engagement.

11. District Responsibilities. District is responsible for the basic financial statements and all accompanying information, as well as for all representations contained therein. District is responsible for making all management decisions and for performing all management functions relating to District's financial statements, schedule of expenditures of grants and awards, and related notes, and for accepting full responsibility for such decisions. District will be required to acknowledge, in the Representation Letter, Auditor's assistance with the preparation of the financial statements and with the schedule of expenditures of grants and awards, and that District has reviewed and approved the financial statements, schedule of expenditures of grants and awards, and related notes prior to their issuance, and have accepted responsibility for them. Further, District is required to designate a management-level individual with suitable skill, knowledge, or experience to oversee the bookkeeping, tax services and any other non-attest services that Auditor provides, and for evaluating the adequacy and results of those services and for accepting responsibility for them. District management also is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial

statements of financial position, changes in net assets, and cash flows in conformity with generally accepted accounting principles; and for grant and award programs compliance with applicable laws and the provisions of contracts and grants. District management is responsible for making all financial records and related information available to Auditor, including any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. District is responsible for ensuring that management and financial information is reliable and properly recorded. District management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to Auditor in the Representation Letter that the effects of any uncorrected misstatements aggregated by Auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. District is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Auditor about all known or suspected fraud or illegal acts affecting District involving management, employees who have significant roles in internal control, or others where the fraud or illegal acts could have a material effect on the financial statements. District's responsibilities include informing Auditor of knowledge of any allegations of fraud or suspected fraud affecting District received in communications from employees, former employees, grantors, regulators, or others. In addition, District is responsible for identifying and ensuring that District complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Circular A-133, it is District's responsibility to follow-up and take corrective action on reported audit findings, and to prepare a summary schedule of prior audit findings and a corrective action plan. District is responsible for establishment and maintenance of a process for tracking the status of audit

findings and recommendations. District is responsible for identifying for Auditor previous audits or other engagements or studies related to the objectives discussed in the "Objectives of Audit" section of this Agreement; this responsibility includes relaying to Auditor corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. District is responsible for providing management's views on Auditor's current findings, conclusions, and recommendations, as well as District's planned corrective actions, and the timing and format related thereto.

12. **Required Supplementary Information.** Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as the Management's Discussion and Analysis to accompany District's basic financial statements. As part of Auditor's engagement, Auditor will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of District management regarding the methods of measurement and presentation, which management is responsible for affirming to Auditor in District's representation letter ("Representation Letter"). Unless Auditor encounters problems with the presentation of the RSI or with procedures relating to it, Auditor will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management Discussion and Analysis and Supplementary Information

13. **Objective of Audit.** The objective of the Audit is the expression of opinions as to whether District's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to herein when considered in relation to the basic financial statements taken as a whole. The objective also includes Auditor reporting on (a) internal control

related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on District's financial statements in accordance with *Government Auditing Standards*; and (b) internal control related to District's major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Circular A-133. The reports on internal control and compliance each will include a statement that the report is intended solely for the information and use of District's Audit Committee, District management, specific legislative or regulatory bodies, governmental granting and awarding agencies, and if applicable, pass-through entities, and is not intended to be and should not be used by anyone other than these specified persons and entities.

14. **Ownership.** The audit documentation for this engagement is the property of Auditor and constitutes confidential information, pursuant to any exceptions set forth in the Brown Act or the California Public Records Act. However, pursuant to authority given by law, Auditor may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the Audit, to resolve audit findings, or to carry out oversight responsibilities. Auditor will notify District of any such request. If requested, access to such audit documentation will be provided under the supervision of Auditor. Furthermore, upon request, Auditor may provide copies of selected audit documentation as set forth herein, and these recipients may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Auditor's audit documentation will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If Auditor is aware that an granting or awarding agency, pass-through entity, or auditee is contesting an audit finding, Auditor will contact the person or entity contesting the audit finding for guidance prior to destroying the audit documentation.

15. Independence. Professional and certain regulatory standards require Auditor to be independent, in both fact and appearance, with respect to District in the performance of Auditor's services. Auditor requests that District inform Auditor promptly prior to any such discussions so that Auditor can implement appropriate safeguards to maintain its independence.

16. Dispute Resolution Services. If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, "Dispute"), either Party may, upon written notice to the other Party, request non-binding mediation. A recipient Party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the Party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the Parties are unable to agree on a mediator within twenty days from delivery of the written notice, either Party may invoke the mediation service of the American Arbitration Association ("AAA"). Each Party may disclose any facts to the other Party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in

any subsequent proceeding against the disclosing Party. Except as agreed to in writing by both Parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either Party in any subsequent proceeding between the parties. Unless waived, such mediation shall conclude after the Parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each Party in such mediation shall be borne solely by such Party, except that the fees and expenses of the mediator, if any, shall be borne equally by the Parties. Any Dispute not resolved first by mediation between the Parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in Orange County, unless the Parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of California. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel. The arbitration shall be conducted before a panel of three persons, one selected by each Party, and the third selected by the two Party-selected arbitrators ("Arbitration Panel"). The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a Party from pursuing non-monetary or equitable relief in a state or federal court. The Parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are

not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation also shall apply to arbitration, to the extent permitted by law. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

17. **Audit Administration.** Auditor understands that District employees will prepare all cash, accounts receivable, and other confirmations that Auditor requests and will locate any documents selected by Auditor for testing. Ms. Peggy McBride is the engagement partner for Auditor and is responsible for supervising this engagement. At the conclusion of the engagement, Auditor will complete the appropriate sections of and sign the Data Collection Form that summarizes the audit findings. Auditor's plan and timeline will be discussed with District prior to commencement of the work.

18. **Request for Proposals.** Request for Proposals No. 1975 ("RFP") is attached hereto as Exhibit "A" and is incorporated herein by this reference. Sections 3.22, 3.24 through 3.34, and 4.2 through 4.9 of the RFP are binding upon the Parties.

19. **Workers' Compensation.** Auditor is aware of the provisions of Sections 3700 *et. seq.* of the *California Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of law before commencing performance of work.

20. **Fees.** Auditor's fee will not exceed $116,752 for the initial term of this Agreement, as set forth in Exhibit "B" which is incorporated by this reference into this Agreemen4t. Auditor will itemize its invoices to District, to the extent possible, to cover services on behalf of District and of each of District's Auxiliary Organizations. The fees for the two option years also are set forth in Exhibit "B." District may request that Auditor perform additional services not addressed in this Agreement. If this occurs, Auditor will communicate with District the scope of the additional services and estimated fees which will require an amendment to this Agreement. In the absence of any other written communication from Auditor documenting the need for such additional services, Auditor's services will continue to be governed by the terms of this Agreement.

21. **Disclosures.** Government Auditing Standards require that Auditor provides District with a copy of Auditor's most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of this Agreement. Auditor's peer review report has been provided to District. In accordance with Section 5079(a)(5) of the California Accountancy Act in the *Business and*

Professions Code, Auditor hereby discloses that William Vasquez is a nonlicensee owner and that he will not be involved in the engagement.

22. **Copies.** Auditors shall provide to District 50 bound copies, one unbound copy, and one electronic copy of each Audit report, in addition to the copies required to be filed with the applicable governmental units. Excess copies will be billed at $15 each.

COAST COMMUNITY COLLEGE DISTRICT	VASQUEZ & COMPANY, LLP
By _____	By _____
Name: Jerry Patterson Board President	Name: Gilbert R. Vasquez Managing Partner
Date: January ___, 2012	Date: January __, 2012

Coast Community College District

CHANGE ORDER
No. 09R

TITLE: Settlement for time Ext. of 164 Days

PROJECT: OCC Consumr Hlth & Lab Science Bldng

TO: Attn: Greg House
Alpha Mechanical (HVAC and Plumbing)
4885 Greencraig Lane
San Diego, CA 92123
Phone: 858-278-3500 Fax: 858-278-3510

DATE: 1/11/2012

CCCD PROJ NO: 12020-964

CONTRACT NO: PO316498

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001	Settlement for time extension for 164 days for daily compensation.	$380,000.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Settlement for time ext. 164 Days	$380,000.00

Unit Cost:	**$380,000.00**
Unit Tax:	**$0.00**
Total:	**$380,000.00**

The Original Contract Sum was	**$4,548,000.00**
Net Change by Previously Authorized Requests and Changes	**$0.00**
The Contract Sum Prior to This Change Order was	**$4,548,000.00**
The Contract Sum Will be Increased	**$380,000.00**
The New Contract Sum Including This Change Order	**$4,928,000.00**
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Alpha Mechanical (HVAC and Plumb

By: _____
Greg House

Date: _____

Coast Community College District

By: _____
Jim Moreno

Date: _____

LPA

By: _____
Jin Seo

Date: _____

Construction Manager

By: _____

Date: _____

Division of State Architect

By: _____

Date: _____

RESOLUTION # 12-01

A Resolution of the Board of Trustees of the Coast Community College District Establish Nonresident Tuition Fee, 2012-2013

The Education Code Section (ECS) 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year. Since the district does not receive apportionment funding for nonresident students, this fee offsets the district's costs of educating such students. The district must choose one of several options for setting its fee. These include calculating the District average cost per unit for the immediately preceding fiscal year, using the Statewide average rate or an amount not to exceed the fee established by any contiguous community college district. The district must comply with this mandate, except that the Board may waive a fee for all nonresident students enrolled in six units or less or for any nonresident who is both a citizen and a resident of a foreign country, provided that the student has demonstrated a financial need for the exemption and not more than 10% of the nonresident foreign students attending the district are so exempted.

The district's calculated average cost per unit is $171 and the Statewide average cost is $179. The district recommends setting the nonresident tuition at $179 per unit.

In addition to the district rate computed as specified above, each district is also authorized under ECS 76141 to charge nonresident students an amount not to exceed the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50 percent of the nonresident tuition fee established by the district. In addition, any fee collected pursuant to ECS 76141 must be expended for capital outlay purposes.

The district's calculated allowable per unit cost for capital outlay is $42.00. The district recommends charging $35.00 per unit for capital outlay.

The history of the Coast Community College District in charging nonresident tuition and capital outlay for the last 5 years is as follows:

Year	CCCD Fee Adopted
2008/2009	$181 + $10 for Capital Outlay = $191
2009/2010	$190 + $10 for Capital Outlay = $200
2010/2011	$183 + $4 for Capital Outlay = $187
2011/2012	$179 + $17 for Capital Outlay = $196
2012/2013	$179 + $35 for Capital Outlay = $214

It is the conclusion of the Office of Fiscal Affairs that the nonresident tuition fee proposed by the Coast Community College District for the 2012/2013 college year is in accordance with the requirements of the Education Code. It is, therefore, recommended that the following resolution be adopted:

RESOLUTION

In accordance with Education Code Section 76140 and 76141, the Coast Community College District hereby adopts a per unit nonresident tuition fee of $179 and a capital outlay fee of $35 for the 2012/2013 school year. This fee shall be effective for the fiscal year beginning July 1, 2012.

Nonresident students shall be charged the adopted nonresident tuition fee of $214 for each unit regardless of the number of units involved. The nonresident tuition fee shall not be waived for students enrolled for six or less units nor shall the fee be waived for citizens and residents of a foreign country.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on January 18, 2012 this Resolution was adopted by the Board by a vote of _____.

Aye:
No:
Abstain:

_____

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

BP 2748 Purchase of Goods and Services

The Coast Community College District is a key partner of the business community and supports job training, vocational education and alliances with industry, trade groups, K-12 school districts and other partners to promote the growth of the economy in Orange County and throughout Southern California.

It is the policy of the Coast Community College District, whose approximate annual $232 million budget is funded almost exclusively with tax dollars from the state and federal governments, to the extent possible under the law and when economically feasible, to purchase and procure goods and services from firms that are based in the United States and which employ workers residing in the United States.

The Vice Chancellor of Finance and Administrative Services shall develop administrative procedures to implement purchasing guidelines that follow the tenets of this policy.

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

BP 3420 Equal Employment Opportunity (EEO) ~~Policy~~

Legal References:

42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000, 53006, 53020-53026

The Coast Community College District ("District") is committed to employing qualified administrators/managers, faculty, and staff members who are dedicated to student learning and success. The Board recognizes that diversity in the academic environment fosters awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

The District is committed to the concept and principles of providing equal opportunity in education and employment for all persons, ~~to prohibit discrimination based~~ and does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information. This commitment applies to every aspect of education and personnel actions and practices in employment, development, advancement, and treatment of employees, students and the general public.

The District will implement a comprehensive program consistent with Title 5 to ensure the practice of EEO principles. Pursuant to this commitment, an Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

The District believes that in order to effectively address and comply with federal and state EEO guidelines, the Board of Trustees, administration, faculty and staff must recognize that equal opportunity is a shared responsibility and all must be held accountable for application and enforcement of the policies within their area(s) of authority. It is through combined equitable and cooperative efforts that the District will achieve established Equal Employment Opportunity goals and objectives.

The District will continue to monitor equal employment opportunity and diversity efforts to ensure that the recruitment, screening, selection, hiring, and promotional processes are in accordance with the EEO policies and principles.

Adopted November 16, 1983
Revised June 1, 1988
Revised November 28, 1990
Revised December 10, 2003
Revised March 3, 2010
Replaces CCCD Policy 050-1-2, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

BP 7121 Employee Recruitment & Selection ~~Policy~~

Education Code Section 70901.2, 70902(b) (7) & (d), 87100 et seq.
Education Code Section 87360
Title 5, Section 53000- 53002, et seq., 51023.5
Accreditation Standard IIIA

The goal of the Coast Community College District ("District") is to recruit, select and employ persons who are highly qualified.

Recruitment and selection of employees will be in strict compliance with the principles embodied in California and federal legislation concerning fair employment practices and civil rights, and shall be based solely on consideration of an applicant's qualifications for the intended assignments without prejudice toward applicant's race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information. When feasible, reasonable accommodations will be made for an applicant's disability and/or religious practices.

In establishing hiring criteria for faculty and administrators, the district governing board shall develop criteria that include sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Each applicant recommended for a District position which requires certification shall meet the minimum qualifications and/or appropriate licensure. Placement on the salary or wage schedule shall be established for each applicant selected, before an employment recommendation is processed for Board of Trustees' ("Board") action.

Each recommendation for employee selection will be reviewed by the Chancellor, and presented for Board action with the Chancellor's recommendation. The recommendation to the Board will include the applicant's name, the proposed assignment, and proposed rate of pay.

Employment recommendations may be presented to the Board prior to verification of qualifications or applicant compliance with the requirements concerning tuberculosis testing, and fingerprint records; however, Board approval of employment may be contingent upon all requirements being satisfied.

Members of the immediate family of employees may be employed by the Coast Community College District. Employment and assignment of such persons shall be in accordance with the District's Nepotism Policy.

The District shall establish procedures, using a participatory governance model, for the recruitment and selection of employees including, but not limited to, the following:

- Procedures for hiring faculty shall be established, implemented, or modified through consultations with the Academic Senates, and after affording the Coast Federation of Educators (CFE) and Community College Association (CCA) an opportunity to participate in the decision making process.

- Procedures for hiring classified employees shall be established, implemented, or modified through consultations with the Classified Councils and after affording the Coast Federation of Classified Employees (CFCE) an opportunity to participate in the decision making process.

- Procedures for hiring confidential employees shall be established, implemented, or modified through consultations with the Association of Confidential Employees (ACE).

- Procedures for hiring management employees shall be established, implemented, or modified through consultations with the Coast District Management Association (CDMA).

Students will be afforded opportunities for meaningful participation in the establishment, implementation, and modification of recruitment and selection procedures.

Procedures will be in compliance with related policies, including:

- EEO Policy Statement BP3420
- Faculty Hiring Policy 7838
- Classified Staff Hiring Policy 7856
- Confidential Staff Hiring Policy 7859
- Management Hiring Policy 7888
- Nepotism Policy 7310
- Faculty Role In Governance Policy 7837: Item No. 5

Adopted November 16, 1983
Revised July 15, 1987
Revised March 3, 2010
Replaces CCCD Policy 050-1-1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5a
Certificated Employees Personnel Policies

BP 7838 Faculty Hiring ~~Policy~~

Legal References:
42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105, 87360
Title 5, Sections 53000-53006 and 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse faculty dedicated to providing students with educational opportunities and intellectual insights necessary to optimize their potential and achieve individual goals. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and that support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Coast Community College District ensures academic quality through the adherence to established District procedures for hiring faculty, who are:

- experts in their field;
- skilled at teaching and creating an enriched learning environment;
- responsive to the varied learning needs and abilities of our students;
- engaged in the life of the college;
- committed to professional development;
- representative of the diverse communities we serve;
- sensitive to the needs of, and committed to the success of, the students, faculty, staff and community.

The Board of Trustees, represented by the administration, has the principal legal and public responsibility for ensuring an effective hiring process. Hiring criteria, policies, and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the governing board and the academic senate and approved by the governing board.

Hiring quality faculty is accomplished through the development of fair and consistent screening criteria by committees, with diverse representation, that forward recommendations to the

President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information.

Adopted March 3, 2010
Replaces CCCD Policy 060-1-11, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5b
Classified Employees Personnel Policies

BP 7856 Classified Staff Hiring ~~Policy~~

Legal References
42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse classified staff dedicated to providing exemplary support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Board of Trustees, administration, faculty and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring quality classified staff who:

- understand their roles and responsibilities in advancing the mission of the colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- are sensitive to the needs of, and committed to the success of, the students, faculty, staff, and community.

Hiring quality classified staff is accomplished through the development of fair and consistent screening criteria by committees, with broad and diverse representation, that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information.

Adopted March 3, 2010
Replaces CCCD Policy 070-1-6, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5c
Confidential Employees Personnel Policies

BP 7859 Confidential Staff Hiring ~~Policy~~

Legal References
42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse confidential staff dedicated to providing exemplary support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Board of Trustees, administration, faculty and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring quality confidential staff who:

- understand their roles and responsibilities in advancing the mission of the colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- are sensitive to the needs of, and committed to the success of, the students, faculty, staff, and community.

Hiring quality confidential staff is accomplished through the development of fair and consistent screening criteria by committees, with broad and diverse representation, that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of

race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information.

Adopted October 19, 1988
Revised September 12, 1996
Revised July 18, 2007
Revised March 3, 2010
Replaces CCCD Policy 080-1-2.1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5d
Supervisory/Management and Management Personnel Policies

BP 7888 Management Hiring ~~Policy~~

Legal References
42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District ("District") is to recruit, select and employ a qualified, diverse leadership team to provide exemplary management, leadership and support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative and that support diversity and the principles of equal opportunity employment. This Policy is intended to comply fully with and be interpreted in a manner consistent with all applicable state and federal laws and regulations. Hiring processes are compliant with Board Policy 7121.

The Chancellor, in consultation with the college presidents and/or vice chancellors of the District, shall determine the need for permanent and interim educational administrator and classified manager hiring. Recommendations will be made to the Board of Trustees, taking into consideration local staffing recommendations developed in accordance with established planning processes, district-wide planning needs and budgetary constraints.
The Board of Trustees, administration and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring outstanding administrators who:

- understand their roles and responsibilities to fulfill the mission and goals of the Colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- Are sensitive to the needs of, and committed to the success of the students, faculty, staff and community.

Hiring a qualified, diverse administration/management team is accomplished through the development of fair and consistent screening criteria by committees with broad and diverse representation that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of

Trustees.

Hiring procedures will be developed to be consistent with Policy and to reflect the District's commitment to a fair, cooperative and respectful hiring process for permanent and interim managers. A complaint procedure will be established to provide search or selection committee members the opportunity to report process infractions and seek remedy.

To ensure that there is a strong, qualified pool of candidates for interim positions, employees who serve as interim managers will be guaranteed the right to return to their positions at the conclusion of the interim assignment, but if the permanent position has been changed or eliminated through reorganization, the employee will be offered a comparable alternate assignment at the same level of compensation.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and/~~ military or veteran status, or genetic information.

Adopted March 3, 2010
Replaces CCCD Policy 090-1-10, Spring 2011
Revised 08/17/2011